

**HANOVER GROVE COOPERATIVE
RULES AND REGULATIONS**

Revised Effective November 1, 2016

SECTION 101 - OFFICE HOURS

- 101.1** SALES AND MANAGEMENT OFFICE - Our staff has office hours on-site in the Community Building from 9:00 a.m. to 5:30 p.m. (closed from 12:00 to 1:00 p.m. for lunch) Monday through Friday. The telephone number is: 586-293-5150. These hours are subject to change at the direction of the Board of Directors and with written notice provided to the membership.
- 101.2** MAINTENANCE DEPARTMENT - The office hours for our maintenance staff are from 8:00 a.m. to 5:00 p.m. (closed from 12:00 to 1:00 p.m. for lunch) Monday Through Friday. They may be reached at 586-294-1910 for all service calls, both regular and emergency, on a 24-hour basis. Emergency service constitutes major repairs or plumbing, electrical, utilities and heating facilities. These hours are subject to change at the direction of the Board of Directors and with written notice provided to the membership.
- 101.3** HALL RENTAL - To make arrangements to rent the Community Building, please call 586-296-5464 or e-mail hallrental@hanovergrove.com. The Hall Rental Office is open on Mondays from 5:00 p.m. - 7:30 p.m. and on Saturdays from 10:00 a.m. - 1:00 p.m. The Hall Rental Office will be closed on all holiday weekends. These hours are subject to change at the direction of the Board of Directors and with written notice provided to the membership.

SECTION 102 - CARRYING CHARGES

- 102.1** Your carrying charges (rent) are due as a matter of course and without demand on or before the first (1st) of each month. You are considered late on the second (2nd) of the month; however, there is no assessment of late charges until the eleventh (11th) day of the month should payment not be

received by the end of business on the tenth (10th) of the month.

- 102.2** A uniform late fee will be assessed to each account outstanding as of the 11th day of the month.
- 102.3** Any Member whose account is left unpaid at the close of business on the 10th day of the month will have legal action taken against him/her for collection and or eviction.
- 102.4** Any Member who pays his/her carrying charges after the tenth (10th) day of the month for any three consecutive or non-consecutive monthly periods during any calendar year can be issued a Termination Notice for occupancy and Membership; and may have his/her Membership terminated for cause but will be called before the Board of Directors to explain why the termination should not be followed through to eviction.
- 102.5** If carrying charge payments are mailed, it is the responsibility of the Member to make sure the management office receives the payment before the end of the day on the tenth (10th). Payments received after the tenth (10th) will be considered late even if postmarked before.
- 102.6** Any Member whose payment to the Cooperative is made with a check that is returned as N.S.F. or account closed by the bank will be assessed a **\$35.00** handling fee. This fee may be adjusted by the Board of Directors with proper written notice to the membership, and will always remain fair and reasonable. Members should assume that their checks will be deposited into the bank on the same day that they are received and adequate funds must be available to cover the amount of the check.
- 102.7** Members submitting more than one (1) N.S.F. check in any calendar year will be required to submit future payments in the form of a bank's check, money order, or certified funds.

SECTION 103 - NOTICE OF INTENT TO MOVE

- 103.1** When a Member plans to move, notice is to be given in writing at least thirty (30) days prior to the anticipated move-out date. A form letter may be obtained and filled out at the

management office. A preliminary move-out inspection will be arranged with the Maintenance Department.

- 103.2** As a Member in the Cooperative you are selling your Membership in the Cooperative and remain liable for all monthly carrying charges applicable to the unit until a new buyer is found and approved and takes possession of the unit. Also, in a cooperative you are responsible for the interior redecoration and rehabilitation of your unit. Redecoration charges will be assessed to a Member whose unit is not in adequate condition for resale. If you have any questions about move-out procedures or responsibilities, please contact the management office.

SECTION 104 - UNIT OCCUPANCY

- 104.1** Unit occupancy is allowed according to the Cooperative's guidelines and for assisted Members as set by the Department of Housing and Urban Development.
- 104.2** No sub-leasing or assignment is permitted under your Occupancy Agreement without written consent of the Board of Directors. Unauthorized sub-leasing or assignment will result in Membership termination and eviction of all parties.
- 104.3** Because carrying charges are determined by the Department of Housing and Urban Development for assisted Members based upon total income and the number of persons residing in a unit, it is necessary that all information be current in this regard. It is a violation of Federal law to provide false information or fail to list all occupants and their income(s). Your Occupancy Agreement sets forth the penalties for failure to comply with the Federal law if you are assisted.
- 104.4** New occupants of a unit must also attend an Orientation Session prior to move-in. Additional occupants must attend an orientation session within 30 days of move in. Failure to comply will be cause for termination of Membership and occupancy of the Member of record and the occupants.

SECTION 105 - CHILDREN

- 105.1** Parent(s) and/or guardian(s) are directly responsible to the Cooperative for the conduct and actions of their children or wards and will be held liable for any damage to the Cooperative or property at the Cooperative caused directly or indirectly by such children or wards and the costs of enforcement of these rules and regulations. Should a parent or guardian of a child or ward refuse to accept responsibility for the actions of his/her child or ward, or should there be a pattern of conduct by the child or ward causing disturbance to the Cooperative or Members' property, then the Member and his/her family will be subject to Membership termination and eviction.
- 105.2** All children under 16 years of age must not be on the outside premises of Hanover Grove after 10:00 p.m. unless under DIRECT parental supervision.
- 105.3** No bicycle riding will be allowed after dark unless the bicycle is equipped with reflectors and an operative, in use headlight.
- 105.4** No toys are allowed on Cooperative streets. Only bicycles and motor vehicles licensed for use on public streets (autos, pick-up trucks, vans, motorcycles and the like) are permitted.
- 105.5** Derogatory or rude behavior by children constitutes a legal violation of the Occupancy Agreement and subjects the family of the child or ward to loss of Membership and eviction.
- 105.6** Parents and/or guardians are requested to instruct their children and wards to conduct themselves at the bus stops in such a manner as to not disturb the residents in that area or cause damage to personal or cooperative property.
- 105.7** The playground is open during the daylight hours only. All children must leave the playground at dusk. The playscape area is for children age 12 and under only. All children under the age of 8 must have direct adult supervision. The Cooperative does not provide supervision or assume responsibility for supervision.

SECTION 106 - ADA/FHA - SERVICE ANIMAL RESOLUTION

- 106.1** This Rule is promulgated to comply with the Civil Rights Act of 1968, 42 U.S.C. § 3601 et. seq., the Fair Housing Act (FHA) 42 U.S.C. § 3602; and the Americans with Disabilities Act (ADA) 42 U.S.C. § 12101-12213 and any and all applicable existing state legislation.
- 106.2** A service animal will be permitted for persons who genuinely require a service animal as an aide because of a disability that a person has which can be medically documented as provided below.
- 106.3** In order to qualify for a service animal as an aid/service animal, the Member or person must request same in writing as provided below:
- 106.3(a)** Sign a request for a service animal accommodation on a form to be provided by the Cooperative which form acknowledges the existence of the no animal policy and that a request is being made for an accommodation in conformity with the ADA/FHA - Service Animal Resolution, the terms of which are incorporated by reference therein.
- 106.3(b)** Not have an unauthorized animal already at or on the premises of the Cooperative at the time of the request or during the request process.
- 106.3(c)** Shall have provided the information below either prior to moving into the Cooperative or prior to the time the animal is to be used as an aid/service animal due to a recognizable need that arose subsequent to move in.
- 106.3(d)** That the animal is specially trained as an aid/service animal and documentation is provided to the Cooperative of same or the disability is of such a nature that special training is not required but such must be documented from a reputable source such as a Doctor, or licensed psychologist or appropriate medical practitioner or other person or entity with appropriate training, credentials or background applicable to the request for accommodation.
- 106.3(e)** That a report or letter is provided to the Cooperative by an MD,

osteopath appropriately trained and/or licensed psychologist or medical practitioner setting forth the nature of the person's disability and that due to that disability having a service animal (with specific traits or trained credentials) is a reasonable accommodation which must be necessary to afford the person equal opportunity to use and enjoy a unit at the Cooperative. There must be a nexus between the disability and the animal and that the animal is a more reasonable accommodation for the symptoms than other available accommodations.

106.4 In order to assist the drafter of the letter, the following terms "reasonable", "equal opportunity" and "necessary" are understood to mean the following:

106.4(a) Reasonable: an accommodation is reasonable which imposes non-fundamental alteration in the nature of the Cooperative's policies, practices and services and does not cause an undue financial or administrative burden on the Cooperative.

106.4(b) Equal Opportunity: is understood to mean giving a handicapped or disabled person the right to choose to live in a single-family neighborhood so as to serve to end the exclusion of handicapped or disabled individuals from the American mainstream.

106.4(c) Necessary: that the disabled or handicapped person through the letter can demonstrate that but for the accommodation that the person will be denied an equal opportunity to the housing of his or her choice. At a minimum the requested service animal accommodation must affirmatively enhance a disabled persons quality of life by ameliorating the effects of the disability.

106.4(d) A simple letter not tying the disability of the requesting Member to the requirements of reasonableness, equal opportunity and necessity (nexus) will not avail the Member of the right to have a service animal. The fact that a service animal may assist a Member in a more positive attitude will not be sufficient unless it is both necessary and avail that person of equal opportunity.

106.5 To assist the applicant, the law and these rules draw a distinction between certified "service" animals and "companion" animals:

106.5(a) Animals which provide persons with objectively discernable disabilities, such as blindness, which are trained to accommodate

such disability, are “service” animals. Such animals are individually trained, work for the benefit of a disabled individual and facilitate the disabled persons’ ability to function. Any letter(s) from appropriate entities as to the animal’s training will facilitate and expedite the approval process.

106.5(b) Animals which merely provide companionship or comfort are not in and of themselves approvable as exceptions to the no service animal policy. The animal must be peculiarly suited to ameliorate the unique problems of the applicant’s documented mental or emotional disability for which a claimed accommodation is made. In the medical provider’s letter to the Cooperative such distinction should be set forth in order to enable the Cooperative to properly consider the requested accommodation.

106.5(c) A qualified mental disability is one, in which the mental impairment must affect the person’s ability to perform major life activities such as caring for oneself, walking or working, for example and as an illustration, but not by way of limitation, mental retardation, special learning disabilities and mental impairments where the animal’s relationship is necessary and therefore a nexus exists between the disability and the particular animal.

106.6 Upon receipt of the required information the Cooperative has twenty- one (21) days to review same and determine if the person qualifies for a service animal as an aid/service animal. Within that time frame, the Cooperative will advise the person of its acceptance or rejection of the request or the need for further information. If there is a rejection the Cooperative will specify the deficiencies and afford that person an opportunity to correct same, if correctable.

106.7 Objective disabilities such as Blindness which are readily ascertainable will be generally accommodated. Subjective psychological disabilities need more scrutiny since such claims are not as objectively ascertainable and therefore need more discernible documentation to assure the Cooperative that the Membership is not being treated disparately or an animal not meeting the criteria of 106.4 (a) (b) and (c) is merely sought as a companion.

106.8 Should the requesting Member be dissatisfied with the decision of the Board or the Board feels that in the Cooperative's best interest the matter requires an independent determination, the Board and the requesting Member agree to be bound by binding Arbitration under the Rules of the American Arbitration Association with either party having the right to require arbitration of the subject issue. The parties will share the costs of arbitration filing fees and the arbitrator's compensation if any, with each being responsible for their own attorney fees. In the event the Cooperative is the initiating party and the applicant is on Section 8 or similar assistant, then the Cooperative will absorb all of the arbitration costs. If the applicant is the initiating party, the arbitrator may consider the applicant's financial status in rendering the final award of cost (but not attorney fees) even if the applicant is not successful. The ruling of the arbitrator shall be binding and may be confirmed in any court of competent jurisdiction.

106.9 SERVICE ANIMAL RULES:

106.9.1 If the service animal is accepted as an aid, the following Service Animal Rules shall apply.

106.9.1(a) Before the service animal is brought into the unit the following must be brought into the office:

**Completed Service Animal registration form
Proof of rabies vaccination
Proof of spayed/neutered
Dog license and dog tag from Macomb County
(if applicable)**

106.9.1(b) Authorized service animals must be registered with the Cooperative annually, between January 1st and January 31st of each year. All dog licenses expire December 31st of each year and must be renewed. Residents not registering their authorized service animal & dog license, if applicable by January 31st will be subject to a \$50.00 Administrative Enforcement Fee as of February 1st of each year. Failure to pay the assessment within 30 days could result in loss of Membership. Immunizations are renewed on their expiration date and proof of immunization must be turned into the office at that time.

- 106.9.1(c) Service animals must be kept on a leash or chain not to exceed 6 feet in length at all times when outside of the Cooperative units.
- 106.9.1(d) The service animal's owner and family Members will be responsible to assure the Cooperative that the service animal does not disturb other residents and Members of the Cooperative. Should a warning be issued to the Member by the Board or Management personnel and the disturbance continues thereafter, the Member will be directed to remove the service animal permanently from the Cooperative premises or face the potentiality of loss of Membership and eviction.
- 106.9.1(e) Should a service animal destroy the property of other residents of the Cooperative or of the Cooperative, the Member owning the service animal shall be responsible for such damage and is to reimburse the other residents or the Cooperative for such damage. Should such destructive conduct occur more than twice in a twelve (12) month period, the Member and his/her family will be subject to Membership termination and eviction.
- 106.9.1(f) Messes caused by service animals will be immediately cleaned up by the owner. "Messes" is hereby defined to include, but are not limited to, defecation, garbage and the like.
- 106.9.1(g) Leashes and chains shall not be attached to any Cooperative building fixtures such as, but not limited to: down spouts, mailboxes, utility poles, back porches, railings, etc.
- 106.10 Residents who permit a health hazard to be created within their units due to defecation or urination by their service animal will be subject to immediate termination of Membership and eviction.
- 106.11 Except for qualified service animals, **limit one cat or dog only**, no pets are allowed within the Cooperative for any period of time. This prohibition does not restrict having pet fish, caged birds and small, customarily home caged animals such as gerbils, hamsters, etc. (**limit two**). Such non-restricted animals need not be registered. Exotic animals and farm animals will not be permitted.
- 106.12 "Unapproved and "Unregistered" restricted animals and service animals are never permitted on the premises of the Cooperative; therefore, no "pet sitting" no matter what may be the underlying

reasons, will be permitted. Even temporary housing or harboring of restricted animals and service animals will constitute a violation of these rules.

- 106.13** In the event that a violation of these rules occurs, a minimum charge to the Member for extraordinary administrative enforcement and legal expenses will be assessed, per violation, of **One Hundred Twenty Five (\$125.00) Dollars**. This charge is without regard to the Cooperative's right to terminate Membership and/or seek an eviction.
- 106.14** Regarding any service animals, which are an aid under the Federal and/or State Handicappers Law: Each one of these cases will be treated on an individual basis depending on the nature and necessity of the aid and the need for corroborative medical documentation.

SECTION 107 - VEHICLES, PARKING & DRIVING REGULATIONS

- 107.1** **ONE** parking place is assigned to each unit in the Cooperative, either directly in front of, or as near as possible to that unit. Your parking place will have the last two digits of your address painted on the street. Residents are required to observe these assigned parking places and advise guests of the procedures. All other parking places are for open parking, on a "First come, first served basis".
- 107.1 (a)** Each vehicle parked overnight for three consecutive nights at Hanover Grove must be registered with the Cooperative. At time of registration a window decal will be provided to the vehicle owner for that vehicle, to be displayed in the rear windshield. Overnight visitors must register with the Hanover Grove office, and must re-register if their stay will be longer than three consecutive nights, and will be required to use a hangtag to be hung from the rear view mirror.
- 107.1 (b)** **FOR SALE** signs are allowed in the window of a vehicle that is for sale if said vehicle is owned and driven by the Member. Unless your unit address is on 13 Mile Road, you are not permitted to park your car that is for sale on 13 Mile Road. Your for sale vehicle may be parked in your unit's space at any time. For sale vehicles of relatives and/or friends is strictly forbidden.

- 107.2** The speed limit at all times on Cooperative property is fifteen (15) miles per hour.
- 107.3** No motorcycle or automobile shall be started or operated in a manner that will cause excessive noise or pollution.
- 107.4** Any vehicle parked on Cooperative property on a continual basis or for extended periods of time that is found not to be owned by a Member or Member's family will be towed away at the expense of the owner.
- 107.5** Residents' guest's parking shall be permitted in non-numbered spaces only.
- 107.6** Any motor vehicle or motorcycle causing damage to pavement (i.e., oil or fluid leakage, kickstand holes, etc.) will be immediately towed from the property at the owner's expense and may not be re-entered onto the property until repaired. Any damage to the pavement will be repaired at the expense of the owner of the vehicle causing such damage, or the Member responsible.
- 107.7** All traffic signs must be obeyed. Complaints may be filed with the Cooperative by residents who observe drivers not obeying traffic signs. The streets, though on private property, have been dedicated to the City of Fraser Public Safety Department for the purposes of enforcing the Uniform Traffic Code.
- 107.8** Only minor automobile or vehicle repairs may be performed on the property of the Cooperative. Oil or fluid changes, major engine repairs, or any repairs that causes the vehicle to be placed on ramps or jacks (except tire changes, ½ hour limit) are strictly forbidden within the Cooperative.
- 107.9** Inoperable or unlicensed vehicles are not permitted on Cooperative property. Such vehicles will be tagged by the Cooperative, at which time the resident or owner will have 24 hours to remove the vehicle. If it is not removed at that time, the vehicle will be towed away at the expense of the resident or owner.
- 107.10** Riding of mini-bikes, scooters, go-carts, or any other unlicensed motorized or engine-driven vehicle is strictly forbidden on

Cooperative grounds (streets, sidewalks or lawn areas) regardless of the age of the operator.

- 107.11** During the winter months, residents must move their vehicles as necessary for snow removal by the Maintenance Department. The following schedule has been determined for snow removal from parking areas. The drivers of the trucks plowing the snow will honk their horns to notify you that they are attempting to plow your parking area. **YOUR COOPERATION IS REQUIRED.**
- 107.11(a)** Members living in **even** addresses (i.e., 31008, 15608, etc.) will have their parking areas plowed between 9:00 a.m. and 12:00 Noon. All cars must be removed from the parking areas before 9:00 a.m.
- 107.11(b)** Members living in **odd** addresses (i.e. 31125, 15819, etc.) will have their parking areas plowed between 1:00 p.m. and 5:00 p.m. All cars must be removed from the parking areas before 1:00 p.m.
- 107.11(c)** The only exceptions to this rule will be those areas of Darby Lane that have parking on one side of the street only and the 900 blocks of Darby Lane, Sabre Lane, and Van Avenue. These parking areas will be plowed in the afternoon, between 1:00 p.m. and 5:00 p.m. with the odd addresses.
- 107.12** Residents not moving their cars during the appropriate time periods for snow removal may have their vehicles towed away at the owner's expense and receive an Administrative Enforcement Fee.
- 107.13** Residents or their guests having inoperable vehicles in the parking areas during snow removal will also be subject to having their vehicles towed away at the owner's expense and receive a \$50.00 Administrative Enforcement Fee.
- 107.14** Recreational vehicles such as boats, trailers, motor homes, etc., are not permitted to be parked on Cooperative property. Residents owning such vehicles must park them outside of the Cooperative, either at a commercial parking facility or at another suitable location. Such vehicles or boats may be brought on the property for loading and unloading only and under no circumstances are they to be left on the property overnight.

- 107.15** No vehicle, regardless of size, may be parked in such a manner as to block the vision of the drivers of other vehicles or pedestrians at any intersection within the Cooperative.
- 107.16** No commercial vehicles, regardless of Gross Vehicle Weight, may be parked on Cooperative property unless said vehicle fits within the marked area of one parking place.
- 107.17** No vehicle shall be driven on or about the property of the Cooperative with its sound system being played at a volume, which in the sole discretion of the Board of Directors, disturbs, tends to disturb or could disturb the rights of others. It shall be the Members' duty to assure compliance with this regulation by his/her family and guests. In addition to any other remedies available to the Cooperative, the Cooperative may bar entry into its premises of any vehicle, which is or has been operated in violation of this provision.
- 107.18** No vehicle shall be parked in any Hanover Grove parking area at any time throughout the year, so as to overhang the edge of the sidewalk, impede travel on the sidewalk or prohibit maintenance of the sidewalk. This includes all visitor and assigned parking areas. This includes all days of the year.
- 107.19** Any Member reserving the Community Building for any party will be responsible for parking control, regardless of the number of guests. Parties with guests numbering over 20 will be required to have a security guard for parking control beginning ½ hour before the starting time of the party and ending not less than ½ hour after the start of the party. Parties with guests numbering 50 or more will be required to have a security guard present throughout the duration of the party, both for parking control and crowd control. Rentals of the Community Building have additional and specific rules contained in the rental leases.

SECTION 108 - SAFETY

- 108.1** Any Member/resident found having a smoke detector that has been made intentionally inoperable through disconnection or failure to maintain active batteries, will be charged a \$50.00 Administrative Enforcement Fee to process the

Member/resident's breach of responsibility. A repeat violation will constitute grounds for termination of Membership and/or occupancy.

- 108.2 Motorcycles or duly authorized vehicles must be parked in the Member's designated parking area. Residents having a privacy fence in the backyard may store motorcycles within the fenced area provided they are kept at the point furthest from the building. The storing of any gasoline-powered vehicles in your unit is strictly forbidden.
- 108.3 There will be no storage of flammable liquids in such a manner as to endanger Cooperative property.
- 108.4 Use of firearms, slingshots, B-B guns or bows and arrows and other implements that produce projectiles that could endanger persons or property is strictly prohibited on Cooperative grounds.
- 108.5 Fireworks, in any form, in use or not, are **forbidden** within the Cooperative.
- 108.6 No toys are permitted on Cooperative streets.
- 108.7 Members shall not permit parking areas, landscaped areas and recreational areas to be cluttered with bicycles, carriages, sleds, toys, barbecue grills, waste receptacles or any other similar type objects.
- 108.8 Barbecue grills are only to be stored in the backyard of the units.
- 108.9 Use of kerosene, catalytic or electric space heaters is expressly prohibited under any conditions.
- 108.10 Nothing shall be hung out of or draped out over windows, doors, or patio areas.
- 108.11 Clotheslines, clothes poles and the like are not permitted on Cooperative property.
- 108.12 Patio areas may contain patio-type furniture or flower boxes or pots, and any other items permitted pursuant to these Rules and

Regulations; but no other items may be stored or hung in such areas.

- 108.13** Residents will furnish the Maintenance Department with keys to any locks they may have installed at their unit that is not part of our master key system. Keys will not be signed out to anyone other than those who have signed the Occupancy Agreement unless prior written permission is on file. The fine for not providing the Management office with a key to your personal lock is \$50.00. Fine for lockout service is \$5.00 for day time lockouts and \$40.00 if before or after posted office hours. The fee for a lock change is \$50.00. All fines and fees must be paid forthwith.
- 108.14** Joy riding, bicycle racing, or any other form of activity which, in the management's opinion, is dangerous or a hazard to other residents or the property is expressly forbidden.
- 108.15** Members must permit Hanover Grove's Maintenance Staff access to enter any unit for purposes of inspecting, maintaining or servicing utility company easements (gas, electric & water) at any time. Every effort will be made to contact Members in advance, however entry will be made as required for service.
- 108.16** Members having privacy fences must make the yard accessible for the purposes stated in Section 108.15 above.
- 108.17** Sleeping quarters in the basement are not permitted. While it is acceptable (under specific improvement guidelines) to finish the basement area, it is not acceptable to utilize that area as sleeping quarters of any kind.
- 108.18** Attic access is limited to emergency or maintenance purposes. No storage is permitted in the attic area and no person(s) other than maintenance personnel should be entering the attic access except in an emergency.
- 108.19** Locksets must not be installed or maintained which allow a person to be locked into a room or basement. This will include any other type of latch or restrictive device (to include, but not be limited to, deadbolts, hook and eyes, etc.).

SECTION 109 - GARBAGE

- 109.1** Garbage and refuse must be wrapped and tied in plastic bags provided by the Cooperative or in bags of identical weight (**2ml**) and color (**black**). Each unit will receive 1 box per year free of charge, and may purchase additional bags at wholesale price per box at the Community building.
- 109.2** No trash will be permitted outside the units except on garbage pickup days. As of the date of issuance of these Rules, garbage is picked up on Mondays and Fridays. Trash may only be placed in designated areas commencing at 6:00 P.M. the night before pickup. Because pickup times vary, residents must put trash out the night before pickup, and not on the morning of pickup.
- 109.3** Dumpsters near the Community Building are for the use of residents for needs associated with occupancy (See Section 109.4). Anyone found using Cooperative dumpsters for disposing of non-occupancy related garbage (i.e., business waste, etc.) will be assessed a \$50.00 Administrative Enforcement Fee on the first occasion and will be subject to Membership termination for subsequent offenses. Use of this dumpster shall only be allowed with permission by the Maintenance Supervisor.
- 109.4** Dumpsters near the Community Building are primarily for use by the Maintenance Department. Residents may use these dumpsters for emergency removal of debris or trash (i.e., leaving on vacation before pickup day, move-out, move-in) on an occasional basis. Regular use of the dumpster for trash removal is forbidden. Use of this dumpster shall only be allowed with permission by the Maintenance Supervisor.
- 109.5** ALL RESIDENTS must use the garbage bags distributed or a garbage bag of equal quality and color. Failure to comply with this and other trash/garbage violations will result in fines and/or other penalties as allowed.

SECTION 110 - UNIT APPEARANCE AND MAINTENANCE

- 110.1(a)** No commercial signs, signals, advertisements; television, stereo or radio antennae or aerials; awnings, wiring, or any other equipment or lettering shall be in any manner affixed or exposed on or at any window or any other part of the outside of the unit or elsewhere on the property or buildings. EXCEPTIONS: (1) Holiday decorations and (2) Political signs placed inside the

window, no larger than 25" x 20", which signs are protected under the United States Constitution, and which signs may only deal with intra-corporate political and referendum issues and inter-community political issues. In no event shall signs of the aforementioned nature be placed on the lawns of the Cooperative or outside of the Cooperative unit and such television dishes and for telecommunication devices as are protected by the Federal Communication Commission, but placing same shall only be permitted at such locations as the Cooperative permits as restricted by Federal Law or regulation.

- 110.1(b) Window coverings must be in good condition and an approved color as visible from the outside of the units. Members are permitted window coverings that are white, beige, cream, or off-white (so as to match the color scheme of their building). Unsightly or damaged blinds must be replaced or they may be replaced by the Cooperative at the member's cost.
- 110.2 Residents shall not alter or install any lock, knocker, peephole, or other attachment on any door, wall, or ceiling of units without the written consent of management or the Board of Directors.
- 110.3(a) Members are permitted to paint their front doors a solid color, provided that the color of the front door matches the color scheme of the building in which the door is located (**beige, cream, white or off-white**). Any front door not conforming to this rule will be repainted at the Member's expense.
- 110.3(b) Members are permitted to paint their approved storm doors a solid color, provided that the color of the storm door matches the color scheme of the building in which the door is located (**beige, cream, white or off-white**). Any storm door not conforming to this rule will be repainted at the Member's expense.
- 110.4 No interior or exterior alterations, additions, improvements or redecorating may be done to units without the written consent of management or the Board of Directors, and must be done according to the Improvements Package given to each resident.
- 110.5 A handicapped person or handicapped family Member as defined by State and Federal law, incorporated herein by reference, is permitted to modify an interior or exterior barrier or

structure to accommodate that person or family Member, subject to the restrictions as set forth by Federal and State laws.

- 110.6(a)** Toilets, basins and other plumbing fixtures shall not be used for any purpose other than for which they were designed, and no sweepings, rubbish, rags, excessive paper, newspaper or any other articles shall be thrown into them. Damage resulting from misuse of such facilities shall be charged to the Member. The disposal of wet wipes, sanitary napkins, and feminine products down the toilets shall constitute misuse and/or neglect of the facilities.
- 110.6(b)** Bidets may be installed in the bathrooms but must follow the guidelines of installations and alterations and must be approved by the Board of Directors prior to installation. The plumbing for the installation must be performed by a licensed and insured plumber.
- 110.7** Members are responsible for maintenance of their front, side, back and surrounding yards and parking areas as far as keeping them free of litter, weeds, etc. You are asked to pick up debris as necessary and to sweep your parking area in the summer as often as necessary. The Cooperative will clean those areas not directly in front of units.
- 110.8** All damage to units or Cooperative property should be reported to your Maintenance Department immediately, so that repairs can be affected as quickly as possible. Responsibility for damages will be determined by the Board of Directors and management, with an opportunity for the offending party to appear before the Board to present his/her position.
- 110.9** As part of cooperative living, lawn watering will be a joint effort between the residents and the maintenance staff. The backyards and courts will be watered by an underground sprinkler system controlled by the Maintenance Department. The front yards are the responsibility of the residents. Corner grass areas should be watered by the residents living on that corner.
- 110.10(a)** Privacy fences are permitted within the Cooperative, under certain rules and regulations set forth for that purpose. If you have a privacy fence or wish to erect one, please see the

Management Office and obtain the Specifications and Installation/Alteration Permit. Fences cannot be within 3 feet of a DTE meter so that there is access for repairs. All fences must be stained with the approved stain colors within one year of installation.

110.10(b) Residents having privacy fences or any type of fenced-in yard are responsible for the care of the lawn within and around that fence.

110.10(c) Prefabricated storage units are permitted in the backyards of units where the Member has obtained permission for and erected a privacy fence. Said storage units cannot exceed **6'h x 5'w x 3'd** and must be placed on a base, which can be made of patio blocks, patio decking, a cement pad, or the like. Further, said storage units may NOT be secured to the building or base in any manner and must remain as a portable unit. Said storage units will be treated as an unauthorized improvement for purposes of resale. However, an approved Installation/Alteration Permit must be received before placing the unit behind the building. **(Effective August 2008)**

110.10(d) FRONT FENCE RULES (Revised 10-13-03 - Effective 12-01-03)
Members may place a fence around a garden area in the front yard of their unit with the following restrictions.

HEIGHT: No more than 24" high as measured from lawn level.

COLOR: Must match or coordinate with the color of the building.

TYPE: Wood: Same specifications as wood privacy fencing; except height, as noted above.

Vinyl: Same specifications as vinyl privacy fencing; except height and color as noted above.

AREA: Fencing can only be placed to enclose the "garden area" next to the porch of each unit. The main face must be parallel with the building and no more than 5 (five) feet from the building. Fencing is not to extend beyond the width of the Member's unit. End

pieces may be placed perpendicular to the building as necessary, but not to exceed 5 (five) feet in length and must not encroach on the neighbor's garden area.

MAINTENANCE: The Cooperative assumes no responsibility for maintenance, upkeep, repair or replacement of any fencing or garden area installed by the Member.

PERMITS: As with all improvements, plans and specifications must be submitted with an Installation/Alteration Permit request PRIOR to the start of any fence installation.

Initial approval will be provisional and temporary and dependent upon visual inspection by the Board of Directors and/or management. Following inspection and conformity with all specifications, the Installation/Alteration Permit will be given final approval.

110.9 If, upon inspection, the fence is found to be non-conforming, the Member will be given 7 days to bring the fence into conformity.

110.10 If the fence is not brought into conformity, the fence will be removed, either by the Member or by the Maintenance Department at the Member's expense.

110.11 All personal outdoor property such as toys, lawn equipment, bicycles, barbecues and other loose items must be stored in the backyard as close as possible to the doorwall (and within 6 feet of the rear wall of the unit) so that lawn care can be performed without damage or injury.

110.12 Trampolines in excess of 3 feet in diameter are strictly prohibited at Hanover Grove.

110.13 Any Member having a fountain, pond or pool on Cooperative property (permanent or temporary) must receive approval from the Cooperative and provide the Cooperative with a certificate of insurance covering liability limits as specified by the Cooperative. All such policies must have the Cooperative as an additional insured with a clause requiring the insurance carrier to give the Cooperative a 30-day notice of cancellation. Evidence of

coverage shall be provided to the Cooperative annually. In addition, the Member by acceptance of the Cooperative's approval indemnifies and holds the Cooperative harmless from any liability of whatsoever nature arising from or related to such approved item(s). All fountains, ponds, or pools must comply with applicable city ordinances.

- 110.14** Swimming and/or wading pools must be empty when not in direct supervised use; and must be stored out of the way on lawn cutting days.
- 110.15** Residents are responsible for shoveling snow from the approach walk and their porch. (EXCEPTION: The approach walks for all one bedroom units, seniors, and handicapped persons will be cleared by the Maintenance Department.) The Maintenance Department will clear the perimeter walks.
- 110.16** The Cooperative is not responsible for any damage to person or property caused by an obstruction (decorative or otherwise) placed in or on the lawn area of the Cooperative by a Member, that Member's guests, agents or contractors. Member may be asked, at the direction of the Cooperative's Board of Directors, to remove any obstruction (decorative or otherwise) placed in such a manner as to prohibit or inhibit proper lawn maintenance.
- 110.17** Members may plant flowers or shrubs in the front and back of their unit. However, the Cooperative will not be liable for damage or replacement of same.
- 110.18** Air conditioners that are designed to be placed in the windows are permitted in accordance with the approved installation specifications.
 - 110.18(a)** Air conditioning units must NOT overhang the porch, either front or rear.
 - 110.18(b)** Members may not use the window to support or hold the air conditioning unit in the opening.
 - 110.18(c)** Members may not place anything in the window or attach anything to the window that can twist or warp the windows.

- 110.18(d)** Members may not attach anything to the vinyl frames or glass, by any means (i.e., setting something heavy on, screwing or clamping to or hooding behind, around or on.)
- 110.18(e)** To install a window air conditioner properly, simply attach something such as two pieces of wood on your inside wood sill that is high enough to raise the air conditioning unit above the vinyl frame. Add a support or bracket of some type under the outside end of your air conditioner. Members will be responsible for any damage stemming from the improper installation of air conditioning units and may be subject to Administrative Enforcement Fees for same.
- 110.18(f)** If it is necessary to fill the opening around the air conditioning unit, use CLEAR glass or Plexiglas. Wood, cardboard, colored Plexiglas, etc. is not permitted.
- 110.18(g)** Braces or brackets on the air conditioner are not to be bolted or affixed to the building. Residents will be responsible for any damage to the siding, windows or the building caused by the installation or operation of air conditioners.
- 110.18(h)** All window air conditioners are not to be placed into a window prior to May 1st of each year. Air conditioners must then be removed by October 31st of each year.
- 110.19** Residents must drain a bucket full of water out of their hot water heater every month or so. You will find a drain spout near the bottom of the tank. If you open that drain and let it run for a few minutes, this will improve the heating of the water and save the use of natural gas.
- 110.20** Residents wishing to install an additional 220-volt line in their unit, both for air conditioners, dryers, or other electrical appliances, must obtain the necessary permits and have them installed by a licensed electrician. The written permission of management or the Board of Directors is also required.
- 110.21** Members are NOT permitted to use blue "drop-in" type toilet bowl cleaners. Damage resulting from the dye used in these products will be the Member's responsibility.

- 110.22** Members are required to keep heat loss to a minimum during winter months by closing all doors and windows. Front doors, in particular, should not be left open for more than 10 minutes. If ventilation is required, keep the thermostat on the furnace set so that the furnace will not keep running while ventilation occurs.
- 110.23** Members are required to remove outdoor furniture and personal items from patios in front of their unit between the dates of November 1 and April 1 each year. These dates may be altered by the Board of Directors if the weather and the Board deems necessary.
- 110.24** The Board of Directors will permit decorations for the following holidays: Easter, Independence Day (July 4th), Halloween, Thanksgiving, Hanukkah, and Christmas. For all holidays with the exception of Christmas, decorations will be permitted to go up two weeks before the holiday and must be removed within two weeks following the holiday. For Christmas, decorations may be put up following the Thanksgiving holiday and must be removed within thirty days following the Christmas holiday.

SECTION 111 - GENERAL

- 111.1** Residents shall not make, nor permit, any public or private nuisances or any disturbing noises, conduct, music, stereo, television or social gathering in their units or elsewhere on the property which causes unreasonable disturbance or annoyance to other residents.
- 111.2** Use of all recreational facilities shall be restricted to residents. Residents may have guests provided that in so doing it does not interfere with resident use of the facilities. All use shall be in accordance with posted rules that may change from time to time.
- 111.3** Residents, their family, guests, agents, or other visitors, while on Cooperative property, will obey parking regulations, Michigan driving regulations, and other vehicle and traffic rules and regulations as set forth in Section 107 of these Rules and Regulations.
- 111.4** Ball playing of **ANY KIND** or similar activity is prohibited within the Cooperative. This includes, but is not limited to:

BASEBALL, SOFTBALL, SOCCER, FRISBEE, FOOTBALL, AND TENNIS, the tossing of any of the objects used in such activities between two or more people, or throwing such objects against walls, steps, etc. A "NERF" ball may be used and badminton will be allowed provided the net is removed after each use. The resident will be responsible for repair or replacement of turf damaged as a result of this activity. Residents are invited to use the facilities in the public park located adjacent to the Cooperative.

- 111.5 Members are responsible to immediately notify the Cooperative of the infestation of bed bugs at Member's unit. The initial extermination treatment will be at the Cooperative's cost. Any additional treatments will be at the Member's expense as well as any failure on the part of Member to make the unit available for extermination on the initial extermination treatment.
- 111.6 There shall be no loitering at or in the Community Building, or on Grove Street at the West Wall of the property.
- 111.7 The use of non-motorized recreational vehicles (including, but not limited to, bicycles, rollerblades, skateboards, and scooters) at the Community Building or in any of the streets or parking areas is prohibited. The only exception to this rule is that these vehicles may be used in pedestrian crosswalks in order to cross from one sidewalk to another.

SECTION 112 - CRIMINAL ACTIVITY AND DRUG RELATED OFFENSES

- 112.1 As is part of the responsibilities of the Member in continuing to occupy Premises at the Cooperative, the Member must maintain a certain standard of moral conduct on and off the Premises so as not to impair the good name and credibility of the Cooperative in the community in which it is located and to protect and promote the health, safety and welfare of the community and its residents. It is also a moral duty of the Cooperative to protect its other Members against association with any person who might be participating in criminal activity or has participated in certain criminal conduct, therefore the following rules and regulations are now effective.
- 112.1(a) Neither a Member nor any of Member's family occupying the premises at the Cooperative shall engage in or permit unlawful

activities in the Member's unit, in the common area, on or off the Cooperative premises. Such activities include, but are not limited to those items hereinafter listed.

112.1(b) No Member and no Member of the household or guest, or other person invited on the premises by such persons, shall engage in any act intended to facilitate criminal activity, including drug related activity, and acts of violence or threats of violence; including, but not limited to the unlawful discharge of firearms on or off the Cooperative premises.

112.1(c) The Member shall not knowingly permit any Member of that Member's household or family or guest, or any other person under the Member's invitation, to engage in any unlawful activity, including drug related criminal activities in the unit, in the common areas, or on and off the Cooperative premises. Unlawful activities include, but are not limited to, acts of violence, damage or destruction of the unit or the property of the Cooperative, disturbing or injuring other residents in the unit, common areas or on or off the Cooperative grounds, violating any law which would be a felony, high misdemeanor or would result in a person be placed on a registered sexual offender list. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]. It is further recognized that due to the serious nature of the conduct proscribed by this Rule and Regulation, even one (1) violation is deemed a serious enough violation and material enough non-compliance with the mandates and responsibilities of Membership in the Cooperative to justify termination of occupancy and Membership.

112.1(d) In enforcing the provisions hereof, a criminal conviction is not necessary, only that the prohibited event occurred through proof by the preponderance of the evidence as presented to a court of competent jurisdiction.

112.1(e) **DEFINITIONS:**

112.1.1 "Premises" means the buildings, complex and/or development which is owned and/or operated by the Cooperative including the common areas and the grounds of the Cooperative not

specifically part of the Member's unit as well as the Member's unit.

- 112.1.2** "Guest" means a person temporarily staying in the unit of the Member with the consent of the Member or with the consent of a member of the household of the Member who has the express or implied authority to so consent on behalf of the Member.
- 112.1.3** "Other person under the Member's control" means a person who although not staying as a Guest in a unit, is, or was, at the time of the activity in question, on the Premises because of an invitation from the Member or member of the household of Member who has express or implied authority to so consent on behalf of the Member. Absent evidence to the contrary, a person temporarily and infrequently on the Premises solely for legitimate commercial purpose is not under the Member's control, such as a pizza delivery person.
- 112.1.4** "Drug related criminal activity" means the illegal, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use of a controlled substance as defined in Section 102 of the Controlled Substance Act [21 U.S.C 802] as by State Law or local ordinance.
- 112.1.5** "Unlawful activities" and "criminal activity" includes all events described in 112.1.4 above, which, if proven by a preponderance of the evidence, would constitute a felony or high misdemeanor under Federal, State or local law or ordinance.
- 112.1.6** "Felony or high misdemeanor" means any offense under Federal or State law which is defined as such by such federal or state law.
- 112.1.7** "Termination" means the Cooperative may terminate the occupancy of the Member or any member of the Member's household or prohibit or restrict entry in or onto the Premises of any Guest or any Member of the Member's household for any of the following reasons:
- 112.2.1** The Member, any Member's family member occupying Premises at the Cooperative or any Guest shall not engage in or permit unlawful activities in the Member's unit in or on the Premises or on or off the Cooperative's Premises. Such activities include but are not limited 'to those matters hereinafter described.

- 112.2(a)** Any Member, any member of the Member's household or Guest who shall have engaged in any act intended to facilitate criminal activity including drug or drug related activity, or drug or alcohol abuse which threatens the health or safety of residents or staff or hinders the peaceful enjoyment of the Cooperative or its Premises as well as acts of violence or threats of violence including but not limited to unlawful discharge of firearms, on or off the Cooperative Premises.
- 112.2(b)** Any Member, a Member's family member living on Premises or any Guest, who participates in a pattern of illegal drug use which interferes with the health and safety or right to peaceful enjoyment of the Premises by other residents.
- 112.2(c)** Any Member, Member's Guest or member of the Member's family residing at the Premises who threatens the health, safety or right to peaceful enjoyment of the Premises of other residents including management staff working or residing at the Premises or threatens the health, safety or right to peaceful enjoyment of persons residing in the immediate vicinity of the Premises.
- 112.2(d)** Any Member, Member's Guest or member of the Member's family residing at the Premises who is fleeing to avoid prosecution, custody or confinement after conviction for a crime or attempt to commit a crime that is a felony under the laws of the State of Michigan or the United States of America or which is a high misdemeanor.
- 112.2(e)** Any Member, Member's Guest or member of the Member's family residing at the Premises who is violating a provision of probation or parole imposed by Federal or State Law.
- 112.2(f)** Any Member, Member's Guest or member of the Member's family residing at the Premises who has a continuous or constant pattern of abuse of alcohol which threatens the health, safety or right to peaceful enjoyment of the Premises of other residents.
- 112.2(g)** Any Member, Member's Guest or member of the Member's family residing at the Premises who is a registered sex offender subject to lifetime registration requirements under any State or Federal Law.

- 112.2(h)** Any person who has become a Member who failed to truthfully disclose information involving criminal activity, drug or alcohol related activities which otherwise would have precluded that person from becoming a Member when initially made a Member or occupant or at the time of any recertification.
- 112.3** The Cooperative reserves to itself the right to take into account individual circumstances when making a determination to terminate tenancy; such circumstances may include, among others, the seriousness of the offending action, the extent of participation by the Member in the offending action and whether the Member, if not the wrong doer, took all feasible steps to prevent the offending action from occurring and has removed the offending person from the Occupancy Agreement or the Premises or otherwise banned the offending person from the Premises in the future.
- 112.4** It is acknowledged that due to the serious nature of the conduct prohibited by this Rule, that even one violation is deemed a serious enough violation, and material enough non-compliance with the mandates and responsibilities of the Occupancy Agreement and Membership in the Cooperative to justify termination of the Occupancy and Membership.
- 112.5** In enforcing the provisions hereof, a criminal conviction or arrest is not necessary, only that the prohibited event occurred through proof by the preponderance of the evidence as presented to a Court of competent jurisdiction.
- 112.6** It is an express purpose of this Rule that any shortened period for eviction that is provided by Federal or State law shall be applicable in order to protect a community against the activities described above.
- 112.7** Members are responsible for the conduct and actions of their guests, invites, and family Members and the Cooperative reserves the right to bar entry on to its premises of any person not an authorized resident and to hold the Member responsible in the event of such an entry following being so barred.

SECTION 113 - VIOLATION PROCEDURES

- 113.1** Residents will abide by all property rules and regulations whether promulgated before or after the drafting hereof or the execution of the Occupancy Agreement.
- 113.2** Violations of any part of these Rules and Regulations will result in termination of the offending Member's Occupancy Agreement and/or Membership.
- 113.3** These Rules and Regulations may be added to, modified or amended from time to time by the Board of Directors and such amendments and additions will become effective thirty (30) days following notice except as otherwise provided hereunder. Residents are expected to read any literature as may be sent out by the Cooperative explaining any additions or changes in the Rules and Regulations.
- 113.4(a)** First violations, which are not serious threats to the safety, health, or property of the Membership, will result in a warning letter (a copy being placed in the Member's file). An Administrative Enforcement Fee of Fifty Dollars (\$50.00), if so levied by the Board of Directors, and if not paid, will be added to the next month's carrying charges.
- 113.4(b)** Second and subsequent offenses following notification of a first offense, or serious violations as described in (a) above, may result in either a One Hundred Dollar (\$100.00) Administrative Enforcement Fee or in termination of Membership and eviction.
- 113.4(c)** In the event termination of Membership and eviction applies, a statutory termination notice will be sent in conjunction with a ten (10) day Membership termination notice describing in reasonable detail the nature of the offense and the right of a Member within three (3) days to seek a meeting with the Board of Directors to discuss the termination, and/or present proofs as to the lack of probable cause for such termination.
- 113.4(d)** The Board may determine to continue the action, terminate the action, establish probationary standards, arrange for a voluntary withdrawal of the Member from the Cooperative or mediate between Members, if the dispute appears to be one that can be so resolved.

- 113.4(e)** Complaints against Members, their guests, family Members, etc., must be placed in writing by the complainant in order for the Board of Directors to act on such complaints. The complainant's identity will not be held in confidence unless the complainant so requests, as it is the intention of the Board to encourage communication rather than litigation.
- 113.4(f)** Even if confidentiality is requested, it shall be the prerogative of the Board of Directors to require confrontation between the complainant(s) and respondent(s), when the best interest of justice would be so served.
- 113.4(g)** In the event a complaint is made and it is determined that the respondent is the wronged or injured party, or that the complaint is frivolous or vindictive, the Board may take such action against the complainant as is appropriate including assessing reasonable costs for administration time, or even termination in cases of outrageous conduct.
- 113.4(h)** Should a case be brought to court and the complainant fails to appear, without just cause, for any hearing requiring complainant's presence, and as a result, the case is dismissed voluntarily or involuntarily, the Cooperative will charge to the complainant the entire actual costs of its attorney and all court costs which it incurred as a result of the initiation of the complaint in the first instance.

SECTION 114 - RIGHT TO APPEAL

- 114.1** Members have the right to appeal to the Board of Directors if they feel that the issuance of a warning, Administrative Enforcement Fee or notice of termination of occupancy and Membership is unjustified.
- 114.2** Members wishing to appeal must notify the management office of the intended appeal in order to be placed on the agenda for the next Board of Directors meeting.
- 114.3** Members may, if they so choose, have an attorney at the appeal to represent their interests.

SECTION 115 - AIDES FOR ELDERLY MEMBERS

- 115.1** Accommodations for the elderly (62 and above), the near elderly (50-62), and the disabled when in each such instance a member has a disability or age related problem that would otherwise restrict such Member from full use and enjoyment of his/her premises and such restriction is so medically documented.
- 115.2** The Cooperative will make such accommodation as is necessary even if by doing such it treats the eligible Member preferentially. In that regard, a qualifying Member may have a live in aide or a daily aide, as defined by Federal Law. Such aide, however, must make a written commitment to the Cooperative before moving in or providing daily services to abide by all rules, regulations of the Cooperative not otherwise modified, not to remain in occupancy when the Member dies or moves to an assistive living facility and to notify the Cooperative immediately upon the occurrence of any event which would normally not make the aide's presence at the Cooperative effective in accommodating the Member's needs.
- 115.3** At the discretion of the Cooperative the aide may be required to attend the Orientation Program.