

Williamsburg Towne Houses (WTHC)

Rules and Regulations

Table of Contents

1. Air Conditioners
2. Annual Meeting
3. Attic Space
4. Awnings
5. Ball Playing
6. Board of Directors (BOD)
7. Budget
8. Carrying Charges, Fines, Costs and Assessments
9. Carpeting/Flooring
10. Complaints & Correspondents
11. Consideration and Quiet Enjoyment
12. Drugs and illegal Substances
13. Electrical Wiring
14. Fences
15. Fire Pits/Chiminea Clay Outdoor Fireplace
16. Fireworks
17. Furnaces
18. Grounds
19. Heating
20. Illegal and Criminal Activity
21. Improvements and Permits
22. Insurance
23. Kitchen Fixtures
24. Lost and Found
25. Maintenance
26. Marijuana
27. Motorized Vehicles
28. Move-Out Charges
29. Notice And Violation Procedure For Late Payment Of Carrying Charges, Health And Hazard, Termination Proceedings And Notice Procedures
30. Outdoor Smoking in Designated Areas Only
31. Outdoor Water Usage
32. Painting
33. Parking
34. Patios
35. Permitted Use of Towne Home
36. Pets
37. Plumbing
38. Repair Work
39. Skateboarding
40. Snow
41. Storage Sheds
42. Tax Benefits
43. Trash and Sanitation
44. Vandalism
45. Wading Pools
46. Wild Animals/Birds
47. Windows and Doors
48. Yard Sale

WILLIAMSBURG TOWNE HOUSES COOPERATIVE RULES AND REGULATIONS

Who we are...

Welcome to Williamsburg Towne Houses Cooperative (WTHC). We are happy that you are a part of our housing cooperative. WTHC was built in 1963 to answer the need for affordable housing in the area and designed to provide moderate income housing.

WTHC is a 206 member complex on 14 acres in St. Clair Shores, Michigan. It is laid out with courts as well as quiet streets. WTHC is in an excellent location just a short distance from schools, churches, shopping and freeways.

St. Clair Shores Memorial Park on Lake St. Clair is just a mile away with a children's playground, beach picnic area and summer concerts.

Kyte Monroe Park is 1/4 mile from WTHC with tennis courts, basketball courts, picnic area, baseball, and soccer fields.

As a St. Clair Shores resident, you will have access to all these facilities as well as the famous Nautical Mile and SCS Civic Center.

Located on the corner of Harper & Masonic:

WILLIAMSBURG TOWNE HOUSES COOPERATIVE
32115 Harper
Saint Clair Shores, MI 48082

Office Hours: M-F 9a-12p & 1p-4:00 p.m.
Except Wednesdays: 1:00 p.m. to 4:00 p.m.

Phone: 586-293-4709
Fax: 586-293-0079
Web: williamsburgtownehouses.com

WILLIAMSBURG TOWNE HOUSES COOPERATIVE RULES AND REGULATIONS

RULE AND REGULATIONS BOOK ACKNOWLEDGMENT

Williamsburg Towne Houses Cooperative agrees to make its rules and regulations known to all members by delivery so that they will have adequate notice of changes pertaining to the Rule Book. This year current members will be given a new copy of the Rule Book and will be asked to sign and return the verification at the back of this booklet acknowledging receipt of his/her copy.

WTHC RULE VIOLATIONS PROCEDURES:

All fines are due with the next month's carrying charge. The carrying charge will not be accepted if the fines are not included. The Member will then be in default of their carrying charges and eviction proceedings for non-payment of WTHC carrying charges can be started.

Please refer to Rules 9 and 30 for specific notice and procedures pertaining to non-payment/late payment of monies owed WTHC.

UNLESS OTHERWISE SPECIFICALLY STATED IN THESE RULES, THE FOLLOWING VIOLATIONS AND FINES PROCEDURES APPLIES:

In order to enforce rules and inform violators of infractions, the Cooperative has designed a violation letter/citation. The citation will be sent to violators and will become a part of the offending Member(s) permanent record. The most common violations include, but are not limited to: noise disturbances, improper parking, improper trash disposal and pet violations. These citations will be attached to windshields or doors and will serve as reminders to the recipients to improve the situation for the betterment of the Cooperative community. If the situation is not properly remedied and the Member is cited repeatedly for the same offense(s), the Board of Directors will notify the Cooperative's attorney for appropriate action up to and including eviction. With the exception of the pet policy assessment and fine notifications, the following process for fine assessment and fine notification was adopted:

FIRST VIOLATION: WRITTEN WARNING**

SECOND VIOLATION: \$50.00

THIRD VIOLATION: \$75.00***

FOURTH VIOLATION: \$150.00 and eviction proceedings may ensue.

WILLIAMSBURG TOWNE HOUSES COOPERATIVE RULES AND REGULATIONS

SERIOUS AND/OR REPEATED RULE VIOLATIONS WILL RESULT IN TERMINATION OF THE MEMBER'S MEMBERSHIP AND OCCUPANCY WITH WILLIAMSBURG TOWNEHOUSES COOPERATIVE..

***Any member in receipt of a "Third Notice" fine must appear before the Board for presentation of an explanation. Eviction proceedings may be initiated simultaneously with the issuance of a Fourth Notice. There will be no warnings given, so please adhere to the WTHC rules and regulations carefully.

**FINES ARE CUMULATIVE. Members, you are responsible for your children, family members and your guests. Infractions of the rules will be acted upon. FINES SHALL BE PAID WITHIN THIRTY (30) DAYS OF ASSESSMENT.

1. AIR CONDITIONERS:

- **WINDOW AIR CONDITIONERS:** Are permitted with written approval by the BOD. If additional wiring and permit are required, they shall be obtained at the Members expense. All units must be installed and then removed by November 1st with a request to the Maintenance Department All brackets used in the installation are the property of the WTHC.
- **CENTRAL AIR CONDITIONERS:** Are permitted by written approval from the BOD. A licensed heating/cooling, and an electrical contractor must install each unit according to city code with a permit. Maintenance of the A/C unit is the responsibility of the Member.

2. ANNUAL MEETING: The annual meeting is held the third (3rd) Wednesday in August

3. ATTIC SPACE:

- The attic is not designed to be used as storage space. However, storage may be permitted if a sub-floor is laid with approved materials and written approval from the BOD. No flammable materials are to be stored in the attic.
- Attic stairs may be installed with the written approval of the BOD. The stairs must be inspected before and after the installation by the Maintenance Department.

4. AWNINGS: No exterior awnings are permitted.

5. BALL PLAYING: Basketball court closes at 10pm.

- Sports allowed within the basketball court are baseball, basketball, football, soccer, kick-ball, hockey, tennis, skateboarding, roller skating, rollerblading and shuffleboard. Only soft/street hockey pucks or tennis balls may be used for hockey and baseball.

6. BOARD OF DIRECTORS (BOD): BOD Meetings are held the second Wednesday evening of the month. Date and time may change as necessary.

7. BUDGET: The budget is approved once a year at the direction and approval of the BOD given to the Accounting Firm. Deviations are not made except when necessitated by circumstance. The entire budget is set up as to utilize all the money for the operation of the WTHC, without a profit

WILLIAMSBURG TOWNE HOUSES COOPERATIVE RULES AND REGULATIONS

being made. The WTHC will furnish any Member with a statement of the income and disbursements for each fiscal year upon the Member's written request or at Annual WTHC Meeting.

8. CARRYING CHARGES, FINES, COSTS, AND ASSESSMENTS: It is expected that Members will pay their carrying charges on time. The following will govern this responsibility; PLEASE READ CAREFULLY:

- Carrying charges in accordance of the Occupancy Agreement are due and payable on the first day of each month.
- Fines and assessments to a Member's account are always due with the next month's carrying charges.
- Monies received by WTHC will be applied first to fines, costs and assessments on a Member's account, then to carrying charges.
- No Member shall be delinquent in any amount for any reason, for a period exceeding thirty (30) days or shall be subject to termination of Membership and eviction. SEE RULE 30 FOR SPECIFIC PROCEDURES RELATED TO LATE PAYMENT OF CARRYING CHARGES, HEALTH AND HAZARD AND TERMINATION PROCEEDINGS.

9. CARPETING/FLOORING: Carpeting is the responsibility of the current Member. Refinishing of the hardwood floors is the responsibility of the WTHC at the outgoing Members expense. Once a Member has bought a share in the WTHC, they bear the responsibility for the hardwood floors until move out.

10. COMPLAINTS and CORRESPONDENTS:

- Forms are available in the Membership Office or online at www.williamsburgtownehouse.com. All forms should be signed and addressed to the BOD and turned into the WTHC Office.
- The BOD will ONLY consider correspondences that have been signed by SENDER with members address and phone number.
- When a Member has a complaint concerning another Member/ or Issue, a signed written complaint must be submitted to the BOD. The complaint will be discussed at the next BOD meeting using the following procedures:
- A letter will be sent to the Member the complaint is against, explaining the complaint. Then the Member is required to respond to the complaint either in writing or in person to the BOD. If an issue is not with another member, the BOD will discuss an appropriate solution to the issue.
- If the response received from member is accepted by the BOD no further action is taken. If there is no response or an unacceptable response is received, further action including fines, meeting with the BOD and/or eviction proceedings will occur.

11. CONSIDERATION AND QUIET ENJOYMENT: The Cooperative premises are to be peaceful and quiet at all times and especially after 10:00 pm. Residents will be considerate of neighbors, keeping voices, music and general noise at a minimum thereby ensuring the peaceful use of space by neighbors. Residents will further refrain from disturbing other members including through solicitation and/or such other conduct amounting to a disturbance and interruption of the peaceful

WILLIAMSBURG TOWNE HOUSES COOPERATIVE RULES AND REGULATIONS

use of space by members. All Members are to refrain from any conduct or activity that will disrupt the peaceable possession of any other Member. Members are encouraged to contact police regarding noise issues that may involve domestic violence, altercations, fights and suspected illegal activities. To that end:

- A considerate attitude and like behavior is required for better community relations. Be considerate of your neighbors.
- No loud noises or disturbances between the hours of 10pm and 7am.
- Children should be instructed to respect the rights and property of others. Heads of household will be held liable for damages caused by their children and guests.
- Members should inform their guests of WTHC rules.

12. DRUGS AND ILLEGAL SUBSTANCES:

- Any Member, family Member, and/or guest buying, selling, producing/growing for distribution/sale/personal use, of any illegal substance or drug paraphernalia as defined under Federal law, (drug and narcotics) inside a unit or within the Boundaries of WTHC is STRICTLY PROHIBITED and violation shall result in the commencement of eviction proceedings against the responsible Member.
- There are no exceptions. It is imperative that Members discuss this rule with each Member of his or her household. Members are responsible for his or her guests on WTHC property.

13. ELECTRICAL WIRING:

- The electrical distribution panel is located in the basement of all Townhouses with basements. In Townhouses without basements, the panels are located in the utility rooms.
- All circuits in the Townhouses are 110 volts. If a 220-volt circuit is needed for an electrical appliance, it may be brought from the panel after obtaining a building permit and written permission from the BOD. With an exception of the 20 amp circuit breaker that is required for the washers and dryers, all other breakers should not exceed 15 amps.
- Any additional electrical outlets require a permit and a city inspection. A licensed electrician must do all work.

14. FENCES: The BOD must approve all new or when replacing of existing fences in writing prior to construction. All front patio fences are not to exceed 42" in height (this includes the 6" clearance). Privacy fences may extend 10' from the unit. All fences must be 6" off the ground and not be any higher than 6'6". No privacy screens or chain link fences, etc., are to be erected. All fences must conform to the rules of the WTHC. The member is required to maintain their own fences.

15. FIRE PITS/ CHIMINEA CLAY OUTDOOR FIREPLACE: Only for outdoor use and must be placed 15 feet from unit/buildings when in use according to city ordinance/code.

16. FIREWORKS:

Fireworks, of any kind, are prohibited on Cooperative property.

WILLIAMSBURG TOWNE HOUSES COOPERATIVE RULES AND REGULATIONS

17. FURNACES: Townhouses are heated by a gas-fired hot air furnace with blower. Regular cleaning and replacement of the filter will keep furnaces running efficiently. The WTHC provides maintenance and filters. A 36" clearance is required around the furnace (and hot water tank)

18. GROUNDS: The BOD arranges for the grounds maintenance by the maintenance staff and outside contractors. Service includes grass cutting, grounds care, snow removal, and general cleaning as the budget permits. Residents are urged to help keep the grounds attractive and clean. Members must keep their flowerbeds maintained. Staking of lawns is not permitted. Any new landscaping needs BOD approval. No objects or ornaments on lawns including rocks near sidewalks are permitted. Shrubs will be trimmed by maintenance department upon request.

19. HEATING:

- It is the responsibility of each Member to help control the heating costs by keeping the doors and windows shut during the heating season.
- Violators are subject to fines in accordance with the Rules Violation Procedures on Page 3 of the Rules and Regulations.

20. ILLEGAL/CRIMINAL ACTIVITY: It is the goal of WTHC to provide a safe and peaceful family community for its members, members' families and guests of members. In order to accomplish this goal, the Cooperative has enacted the following rule regarding criminal activity on or near the Cooperative premises. Violation of any one or combination of the following will be grounds for termination proceedings. The provisions are as follows:

- A. A household in which any member, an individual in member(s) household and/or member(s) guests engage in the use of drugs or for which the Cooperative has a reasonable cause to believe that a member(s) illegal use or pattern of illegal use of a drug may interfere with the health, safety, and right of peaceable enjoyment of the property by other Members;
- B. A household in which a member and/or household member(s) or guest is involved in any drug related activity even if it does not result in a conviction;
- C. A household in which a member and/or household member(s) or guest is subject to a state offender lifetime registration requirement (i.e. Sex Offenders List).
- D. A household in which a member and/or household member(s) or guest is involved in any violent criminal activity even if it does not result in a conviction;
- E. A household in which a member and/or other household member(s) or guest is involved in the abuse of or pattern of abuse of alcohol, which is reasonably believed to interfere with the health, safety, and right to peaceful enjoyment of other Members;
- F. A household in which a member and/or household member(s) or guest is involved in violent/physical abuse, physical fighting, verbal loud arguing and threats as well as the use of profanity, which is reasonably believed to interfere with the health, safety, and right to peaceful enjoyment of other members will NOT BE TOLERATED BEHAVIOR AT ANYTIME.

WILLIAMSBURG TOWNE HOUSES COOPERATIVE RULES AND REGULATIONS

It is imperative that members discuss the provisions of this rule with each member of his/her household member(s) or guest. Members are ultimately responsible for his/her household member(s) and/or guests on St. James Cooperative property.

21. IMPROVEMENTS AND PERMITS: All structural improvements or alterations to the units of a permanent nature will require written approval from the BOD. Forms are available in the Membership Office. Examples: built-in cabinets, room alterations (No bedrooms in basement are permitted), electrical work for washers and dryers, etc.

22. INSURANCE: Member acknowledges that the WTHC insurance covers damage to the building structure only. Member must procure his/her own Personal Liability and Property Damage Insurance in order to protect against loss or damage to items within the Member's dwelling unit. Member must also show proof of renter /condo insurance to WTHC. Members are strongly encouraged to obtain coverage under an HO6 condo policy as renter's insurance will likely provide coverage less than necessary for cooperative member.

23. KITCHEN FIXTURES: Kitchen counters are laminate and the sink is of porcelain, enamel, or stainless steel. Do not place hot articles on the counter tops. Any damage is the Member's responsibility.

24. LOST AND FOUND: Articles found on the grounds may be turned into the maintenance staff, BOD Members or at the office. They will be kept in the office for a reasonable time. The owner may claim lost articles after proper identification. An ad may be placed in the WTHC newsletter.

25. MAINTENANCE:

- A. The WTHC employs a full-time maintenance staff to accomplish the many diversified tasks. They are under the supervision of a Maintenance Manager and the BOD. **UNDER NO CIRCUMSTANCES SHOULD A MEMBER ATTEMPT TO SUPERVISE THEIR WORK**
- B. **NORMAL Maintenance Process:**
 - 1. Call or visit the office to register your request
 - 2. Each request will be given a Work Order Number. It is the Members responsibility to record that number.
 - 3. Work Orders will be completed in the order they are received but may be pre-empted by emergencies
- C. **EMERGENCY SERVICE** is that situation which demands immediate attention:
 - 1. Heating-any problem which makes the furnace inoperative.
 - 2. Electrical power failure affecting the entire unit or failure which causes extreme hardship.
 - 3. Water leakage-any water leaks in the unit that would cause damage or unsanitary conditions to the units or personal property.
 - 4. Sewage backup or stoppage-plumbing damage stoppages caused by negligence on the part of a Member will be charged to that Member.
 - 5. Lockouts-will be taken care of as soon as possible.
- D. **ROUTINE Maintenance** is defined as all other services, which the maintenance staff performs during their normal working day.

WILLIAMSBURG TOWNE HOUSES COOPERATIVE RULES AND REGULATIONS

- E. **UNIT ENTRY:** Maintenance staff may enter a unit as stated in article 16 of the Occupancy Agreement. The Maintenance Department **MUST HAVE A KEY TO EVERY UNIT GUIDLINES:** Maintenance guidelines are predetermined. Factors include seasons of the year, emergencies, nature of the order and personnel available.

26. MARIJUANA: The use, cultivation and sale of any marijuana product while on WTHC property, or within any individual Member Townhome is prohibited.

27. MOTORIZED VEHICLES:

- Mopeds, mini-bikes, three/four wheel scooters and sprees are prohibited in WTHC.
- Motorcycles are prohibited from sidewalks except when walking to the patio to be parked without motor running.
- **MOTORIZED VEHICLES ARE NOT TO BE STORED INDOORS. NOT BASEMENTS or UTILITY ROOMS ETC.**

28. MOVE-OUT CHARGES: The charges to the outgoing Members are based on the amount of time the maintenance staff needs cleaning the unit, plus replacement of parts and repairs. Be sure walls, floors, stoves and refrigerators are clean as this will save on clean-up charges. The maintenance supervisor will guide the Member through the move-out and cleanup process. The outgoing Member has the right to be present during the move-out inspection.

29. NOTICE AND VIOLATION PROCEDURE FOR LATE PAYMENT OF CARRYING CHARGES, HEALTH AND HAZARD, TERMINATION PROCEEDINGS AND NOTICE PROCEDURES:

- Carrying charges, pursuant to the Occupancy Agreement, are due and payable on the **FIRST DAY OF EACH MONTH**. Failure to pay the entire amount of carrying charges, plus any other charges which may have been assessed, by the 10th of the month for which it is due, will result in a late fine in the amount of \$25.00 being assessed against the member. **LATE CHARGES ARE DUE AT THE END OF THE CALENDAR MONTH THEY ARE ASSESSED.**
- Delinquent Members will be sent a notice of hearing from the BOD concerning continual late payments of carrying charges. The Member will have fifteen (15) days from the date of the notice to schedule a hearing to explain their violation of said rule.
- Failure to respond will result in additional legal action. The Member(s) name will be included in the current month(s) attorney's list and the Member shall receive a Notice to Quit from the attorney, which will result in additional assessments including legal fees and costs. Failure to pay the entire amount of carrying charges, plus additional unpaid fines and assessments, within seven (7) days of the date of the Notice to Quit, will result in filing a summary proceeding for possession of premises. The Member will be responsible for additional attorney fees and costs incurred as a result of such action. Failure to pay the account in full by the court date will result in the issuance of a Judgment by the Court.
- Failure to pay the account in full or vacate the unit by the date indicated on the Judgment will result in the issuance of a Writ for Eviction and the Member will be physically evicted by the District Court Officer. The cost of the writ and any additional costs incurred as a result of service of the writ shall be assessed to the Member's account.

WILLIAMSBURG TOWNE HOUSES COOPERATIVE RULES AND REGULATIONS

- In the event there is evidence of grossly unsanitary or hazardous housekeeping habits, which includes the creation of health or safety hazards through acts of neglect, or causing, or permitting to cause any damage to or misuse of the premises, including causing or permitting infestation, foul odors or other problems injurious to other persons' health, welfare or enjoyment of the premises; depositing garbage improperly; failing to use in a reasonable and proper manner all utilities, facilities, services, appliances and equipment within the dwelling unit, or failing to maintain them in good and clean condition; or any other conduct or neglect which could result in health or safety problems or in damage to the premises, the member shall receive a Notice to Quit for health and hazard from the attorney which will result in additional assessments including legal fees and costs.
- IF IT IS NECESSARY TO ISSUE A NOTICE TO QUIT FOR NONPAYMENT OR A NOTICE TO QUIT DUE TO HEALTH AND HAZARD THREE (3) TIMES IN ANY TWELVE (12) MONTH PERIOD, THAT MEMBER'S OCCUPANCY AGREEMENT SHALL BE TERMINATED BY ISSUANCE OF A 30-DAY NOTICE OF TERMINATION.
- IF IT IS NECESSARY TO ORDER A WRIT OF EVICTION AS PERMITTED BY THE JUDGMENT, THE WRIT WILL NOT BE RETRACTED AND MEMBER WILL BE EVICTED BY THE COURT OFFICER.

30. OUTDOOR SMOKING IN DESIGNATED AREAS ONLY: There are designated outdoor non-smoking areas within the Cooperative common areas. Smoking in indoor common areas is strictly prohibited. Smokers are requested to smoke only in the designated areas within the Cooperative common areas and properly dispose of butts in designated receptacles. When smoking in designated areas, smokers are requested to be considerate of those people around him/her.

31. OUTDOOR WATER USAGE: The use of water for gardening and car washing is allowed. However, local government restraints should be observed. Since the water bill is a shared responsibility, conservative use of water is necessary.

32. PAINTING: The Member is responsible for all costs related to interior decorations and repainting of the unit. Members shall not paint electrical outlets and shall tape around windows and cabinets, etc. so as to prevent any damage therein. All floors must be covered with a drop cloth or suitable covering to avoid damage to the floors and/or carpeting. In the event damage occurs, clean-up charges will be assessed against the Member.

33. PARKING:

- A. Parking in WTHC is Limited to
 1. Registered residents.
 2. Guests of WTHC Members.
 3. Persons on official business at Williamsburg Towne Houses.
 4. Williamsburg Towne Houses maintenance vehicles.
- B. Failure to abide by any WTHC parking regulations could result in removal of vehicle from WTHC grounds at owner's expense.
- C. Only one motorized vehicle per each licensed driver in unit will be allowed. Any deviation from this policy requires approval from the BOD A written request stating reasons and a personal meeting with the BOD is mandatory.

WILLIAMSBURG TOWNE HOUSES COOPERATIVE RULES AND REGULATIONS

- D. Parking near trash bins, parking or driving on sidewalks, and/or grassy areas is strictly prohibited and will result in the issuance of a parking citation. NO PART OF ANY VEHICLE IS ALLOWED TO HANG OVER THE CURB. THE COOPERATIVE IS NOT RESPONSIBLE FOR ANY DAMAGES. This includes vehicles used for move-ins or move-outs. The only exception to this rule will be maintenance vehicles performing WTHC maintenance.
- E. All vehicles owned by WTHC residents shall be registered with the office and will be issued a WTHC parking tag displayed from the interior rear view mirror. Any Member's failure to obtain a parking tag or use the tag in an unauthorized manor shall result in the assessment of a fine in accordance with the Rules Violation Procedures on Page 3 of the Rules and Regulations. Lost tags will be replaced at the Members expense at a cost of \$25. Vehicles without a WTHC parking tag will result in the vehicle being towed at the owners expense.
- F. Residents having visitors with vehicles staying longer than two consecutive calendar days, must apply for a temporary parking permit and have it properly displayed from the interior rear view mirror. This permit expires in 30 days. No vehicle is to be parked in one location without being moved for more than 72 hours (three days). Notify the office when leaving the complex for more than 72 hours - i.e., vacation, hospital stay, etc.
- G. Vehicles must be parked in such a manner as to only occupy one parking space. Vehicles must be centered between and parallel to the yellow lines.
- H. Handicapped parking is not designated parking.
- I. No recreational vehicles are allowed in the WTHC complex except for a thirty-six (36) hour period for loading and unloading on obtaining written permission in advance from the Membership office. No utility trailers are to be parked in the WTHC complex.
- J. No commercial vehicles over two (2) axles, length of a pickup, height of a van, and owned or operated by WTHC Members, are to be parked in the WTHC from 6pm to 6am.
- K. Following is the Michigan law covering State, Local, and WTHC regulations:
 - 1. It shall be unlawful to store or park any vehicle that is considered inoperative. That is not capable of being started safely and/or operated properly in accordance with the Michigan Vehicle Code.
 - 2. All vehicles must display current year license plates.
- L. ABANDONED, INOPERABLE, OR IMPROPERLY PARKED VEHICLES WILL BE TOWED AT THE OWNERS EXPENSE.
- M. The making of major repairs to vehicle is not permitted. Major repairs include, but are not limited to, the following:
 - 1. Major body work (bumping and painting).
 - 2. Removal or installation of engines.
 - 3. Vehicle drive train removal or installation.
 - 4. No vehicle shall be left unattended on ramps, blocks, jacks or any other type of support.
- N. PARKING DURING SNOW REMOVAL:
 - Residents must move their vehicle when requested by one of the maintenance staff or BOD Members. Failure to do so will result in the vehicle being towed at the owners expense.
 - Everyone must park their vehicle far enough from the sidewalk to allow ample room for any snow removal that is required. Each Member who ignores this does so at his or her own risk.
 - The WTHC is not responsible for any damage that may occur because of neglect by the Member and/or any refusal to follow the rules. Members will be fined in accordance

WILLIAMSBURG TOWNE HOUSES COOPERATIVE RULES AND REGULATIONS

- with the Rules Violation Procedures on Page 3 of the Rules and Regulations if their vehicle or their guests vehicle is not removed upon request for snow removal purposes.
- Any infraction of parking rules after first warning will subject the offending Member to a parking summons and the Member will be asked to have a closed meeting with the BOD to discuss the violations.

34. PATIOS:

- No patio awnings or exterior awnings are permitted.
- Written approval from the BOD are required for poured concrete slabs or concrete blocks for patios not to exceed 10ft. total from the back of the unit.
- Wooden decks are not permitted. Existing wooden decks must be removed when the current Member moves out. The expense of the removal is the responsibility of the outgoing Member.
- Patios are to be kept neat and clutter free.
- All Gazebos must be approved by the BOD.
- All Gazebos once approved must be secured to the patio and removed by November 1st of each year or it will be removed by maintenance at the expense of the member
- Storage sheds are limited to one per unit.
- Sheds must be no higher than 6ft and not more than 3 feet deep.
- Sheds must be kept on poured patio or cement blocks in back of unit

35. PERMITTED USE OF TOWNE HOME: Member shall not use the Towne House or any part thereof, or permit the Towne House or any part thereof to be used, for any purpose other than as a private residence for Member and Member's family. Without limiting the generality of the foregoing, Member specifically agrees that the Towne House shall not be used as a boarding or lodging house, or for a school or to give instructions in music or singing or for any purpose of trade, business or commercial entertainment which would result in any significant involvement in the presence of business invitees. "Boarding" and "lodging" means a temporary sleeping accommodation offered to tourists, travelers or guests travelling from one place to another, stopping overnight or otherwise in need of a temporary place to stay including but not limited to provision of these services through "couchsurfing.com" and similar social media groups. This provision does not apply to relatives of the member, whether related by blood or marriage within the third degree. In the event the Member is providing such services, such conduct shall be deemed a material violation of the Occupancy Agreement and Bylaws of WTHC and subject the Member to termination proceedings.

36. PETS: Members are allowed to keep pets in the Cooperative premises. It is the Members' responsibility to read and be familiar with the rules and policies pertaining to the type of pet(s) allowed and local ordinances pertaining to pet ownership. Members who keep pets on the Cooperative premises shall abide by the following enacted rules and regulations. Any Member found to have a pet which does not fall within an approved category will be assessed a fine in accordance with Williamsburg Towne Houses Cooperative Fine Regulations in conjunction with the regulations set forth in this Policy. Members that habitually violate this Pet Policy, Rules and Regulations, and the Williamsburg Towne Houses Cooperative Pet Occupancy Agreement Addendum (i.e., three (3) or more times) may be subject to termination of occupancy rights. The following categories of pets are regulated in the manner set forth below:

WILLIAMSBURG TOWNE HOUSES COOPERATIVE RULES AND REGULATIONS

- A. Contained, non-dangerous pets: pets which could not cause damage to the health or safety of Williamsburg Cooperative Members due to normal characteristics or habits of the species, and which are contained in a cage, tank, or other restricting container. This category includes birds, small rodents, fish, and rabbits. Rabbits shall not be housed outdoors and will be subject to the same regulations listed under this pet policy for dogs and cats.
- B. Contained, exotic and/or potentially dangerous pets: pets defined as “exotic” in accordance with applicable local ordinances, and/or pets contained in a cage, tank or other restricting container which have normal physical characteristics or habits of animals defined as exotic, and/or that might pose a danger to the health or safety of Williamsburg Cooperative Members if accidentally released. This category includes venomous snakes, insects, constrictors, piranhas, pot belly pigs. The examples given are illustrative but not restrictive.
- C. Aggressive dogs or cats: An aggressive dog or cat is one who, while on or off Williamsburg Towne Houses Cooperative premises makes — or repeatedly attempts to make — negative physical contact with any person or any animal. “Negative physical contact” is that which is potentially harmful or dangerous to persons or pets. Some examples might be, but are not limited to, the following:
- Snapping
 - Unprovoked growling or snarling
 - Baring teeth
 - Charging or lunging
 - Raising hackles
 - Biting
 - Scratching and/or clawing another person or animal
 - Any breed of dog or cat known to be aggressive toward another person and/or another animal in accordance with breed standards established by the American Kennel Club and/or the United Kennel Club.

Any Member who believes she or he experienced or witnessed an act of dog or cat aggression may fill out a written complaint, which must be signed, dated and presented to the Board of Directors.

- D. Dangerous or potentially dangerous pets: attack-trained dogs, monkeys and cats other than domesticated housecats.

The following prohibited breeds of dogs, or any dog that exhibits those phenotypical characteristics which substantially conforms to the breed standards established by the American Kennel Club and, where applicable, the United Kennel Club, for that particular breed as follows:

- Pit Bull
- Chow Chow
- Rottweiler
- Alaskan Malamute
- Doberman Pinscher
- Akita
- St Bernard
- The Perro de Presa Canarios (Canary Dog)
- German Shepherd

WILLIAMSBURG TOWNE HOUSES COOPERATIVE RULES AND REGULATIONS

- Great Dane
- Am staffs

E. The prohibition extends to Wolf and Wolf Hybrids: Wolf and wolf-hybrids "Wolf Hybrid" means an animal which is the progeny or descendent of a domestic dog (*Canis familiaris*) and a wolf (*Canis lupus* or *Canis rufus*). "Wolf Hybrid" also means any animal that is advertised, registered, licensed or otherwise described or represented as a wolf hybrid by its owner, or an animal which exhibits primary physical and/or behavioral wolf characteristics as defined by the Michigan Department of Natural Resources.

F. **GENERAL PET RULES:**

1. All pets are subject to applicable City ordinances and must be expressly approved by the WTHC Board of Directors in writing. The Processing Fee per household pet is \$35.00 (maximum of two). This Pet Processing Fee is a one-time assessment that helps defray the cost of allowing animals on-site (rules, paperwork and enforcement actions). The Processing Fee does not cover any cost of damages your pet may cause either inside or out. Registered Assistance Animals (e.g., seeing eye dog) are exempt from the processing fee.
2. Pets in categories (B), (C), and (D) are not allowed and at no time will any animal be trained to attack people or other animals.
3. Dog license numbers must be recorded on the pet registration form. Upon registration, proof of appropriate vaccinations must be supplied. (Cats - rabies, distemper, rhinovirus; dogs - rabies, distemper, Parvo, or any other inoculations for communicable diseases as recommended by the BOD on the advice of local health authorities.)
4. The pet should not be allowed out of the Member's unit except when accompanied by a responsible person and restrained by a maximum six (6) foot leash. A responsible person is an individual who is able, ***both physically and by voice***, command/control the pet while on a leash.
5. All animals must be indoor pets. Doghouses or other outside living quarters for animals are not allowed.
6. The member is responsible for providing Management with the following information and documents which are to be kept on file in the Member's folder:
 - a color photo and identifying description of the animal;
 - attending veterinarian's name, address and telephone number;
 - All pets must be licensed with proper vaccinations and registered with the City. This proof must be submitted on an annual basis by submitting a completed Williamsburg Towne Houses Cooperative Pet Registration Form on July 1st of each year. Animals not required to be licensed will still have to be registered with the Cooperative. Members already owning pets with local licenses must register those pets with Williamsburg Towne Houses Cooperative. Members owning pets that are not licensed and are by local ordinance required to be licensed, must license the pet and register it.
 - dog and cat licensing certificates in accordance with local and state law;
 - emergency boarding accommodations; and

WILLIAMSBURG TOWNE HOUSES COOPERATIVE RULES AND REGULATIONS

- The Member is responsible for keeping Management informed of any change of information. Failure to register your pet and or timely supply information will result in the assessment of fines and or termination of pet privileges, and/or termination of membership and occupancy.
7. The Member is responsible for **IMMEDIATE** removal of all deposits his/her pet makes on Cooperative grounds. The Member will be charged a Fifty Dollar (\$50.00) administrative clean-up fee if it becomes necessary for the Cooperative to remove pet deposits. Members in possession of a registered guide dog should arrange to have pet deposits cleaned in accordance with this policy. Litter boxes are to be emptied regularly and “double bagged” into a larger bag for disposal. Your home and yard should be odor free.
 8. The Member will be responsible for any damages caused by his/her pet including but not limited to, sod, foliage, and structural (internal/external) damage.
 9. Animals causing annoyances or disturbances to Members by frequently and habitually barking, howling, yelping, or making other loud noises will not be tolerated. The Member will not permit a pet to make excessive, continual or unreasonable noise that will disturb other Members.
 10. **The Member shall not allow his/her pet to run free in Williamsburg Towne Houses Cooperative. The Member shall not chain his/her pet to any building facility, fences, trees or bushes so that the pet extends past Member’s own patio area. Pets may not be chained/leashed on common ground.**
 11. **NO BREEDING OF ANY TYPE IS PERMITTED.** In the event a Member breeds his or her animals and has been previously issued a warning, said Member will, at the sole discretion of the BOD, be fined, and/or his or her pet privileges revoked, and/or his or her occupancy and membership may be terminated.
 12. If a pet problem cannot be resolved by mutual understanding, the complaint procedure should be followed.
 13. Pets belonging to guests of Members are subject to this Pet Policy. Failure to abide by these rules regardless of whether the Member or his/her guest owns the pet will result in the assessment of a fine to the offending Member Unit.
 14. **New pet owners are subject to a six-month probation period**, during which time, any complaint letter is received by WTHC, the Member’s pet privileges may be revoked, and/or the Member may be fined.
 15. Should there be any sign of fleas and or other pest infestations, the Member will immediately use an accredited pest control company to fumigate the unit. If an infestation spreads to other units in the immediate vicinity of the Member’s unit, the Member shall be responsible for the fumigation of each affected unit. Members are advised to maintain his or her pets on flea/pest preventatives.
 16. **MEMBERS SHALL PROVIDE A SAFE ENVIRONMENT INSIDE HIS OR HER DWELLING UNIT BY RESTRAINING, CRATING/CAGING OR REMOVING HIS OR HER PET(S) WHEN AGENTS/EMPLOYEES ACTING ON BEHALF OF WTHC ENTER THE DWELLING UNIT FOR PURPOSES OF INSPECTIONS OR REGULAR MAINTENANCE ISSUES.**
 17. The Member is required to secure appropriate insurance (HO6 or other comparable coverage) that includes coverage for personal liability and/or other similar pet liability insurance and indemnify Williamsburg Towne Houses Cooperative and its agents against pet-related litigation and/or attorney's fees. Member shall provide a copy of

WILLIAMSBURG TOWNE HOUSES COOPERATIVE RULES AND REGULATIONS

his or her certificate of insurance to Williamsburg Towne Houses Cooperative and same shall be kept in the Member's file. Member shall provide a copy of his or her certificate of liability insurance thereafter on an annual basis or at such different times as may be requested by Williamsburg Towne Houses Cooperative. Failure to maintain proper insurance coverage may subject the Member to a fine and/or revocation of pet privileges. Continuous and repeated violations may result in termination of membership and occupancy.

G. **WTHC PET RULES ENFORCEMENT:**

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

Failure to pay fines, obey a removal order, or in any other way contravene the pet policy, rules and regulations, may result in one or more of the following fines** and occurrences:

1. **FIRST VIOLATION** - \$50.00 fine assessed to the offending member's account;
2. **SECOND VIOLATION** - \$75.00 fine assessed to the offending member's account;
3. **THIRD VIOLATION***** - \$100.00 fine assessed to the offending member's account and the member will be required to appear before the Board of Director's for determination as to why the member's pet privileges should not be revoked;
4. **FOURTH VIOLATION** - \$150.00 fine assessed to the offending member's account and the member will be subject to revocation of his or her pet privileges and/or termination of his or her membership and occupancy with Williamsburg TowneHouses.

****FINES ARE CUMULATIVE.** Members, you are responsible for your children, family members and your guests. Infractions of the Pet Policy will be acted upon. **FINES SHALL BE PAID WITHIN THIRTY (30) DAYS OF ASSESSMENT.**

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

37. PLUMBING:

- The maintenance staff will take care of minor plumbing repairs and maintenance.
- Major stoppages can be expensive and will be charged to the resident if due to negligence. Disposable diapers and sanitary items cause much plumbing damage. Do not dispose of them in the toilet.
- Promptly report leaks, improperly functioning toilets, and other plumbing problems to the Maintenance staff.

38. REPAIR WORK: Members will be charged for repair work due to negligence on their part anywhere in their unit. The WTHC is not responsible to complete any projects contracted out by the Members.

39. SKATEBOARDING:

WILLIAMSBURG TOWNE HOUSES COOPERATIVE RULES AND REGULATIONS

- Skateboarding is prohibited in any parking area or upon sidewalks at WTHC.
- Members are responsible for the actions and conduct of any guests of a Member, including children or household Member found in violation of this rule will result in a fine assessed to the responsible Member.
- After a third violation, the matter will be referred to the BOD.

40. SNOW: Members are responsible for clearing snow and ice from their porches and secondary walks. The maintenance staff will remove snow from the main walks. Maintenance staff will also use the prescribed de-icing treatment on main walks.

41. STORAGE SHEDS:

- Storage sheds are limited to one per unit.
- Sheds must be no higher than 6ft and not more than 3 feet deep.
- Sheds must be kept on poured patio or cement blocks in back of unit

42. TAX BENEFITS: Reductions for Federal Income Tax purposes may be taken for that portion of annual carrying charges designated for real estate taxes and the Membership Office will furnish residents with a statement in January by request only.

43. TRASH AND SANITATION: Storage cans shall be kept adjacent to the rear entrance with covers tightly closed. No trash should be left in the rear of a unit unless in plastic bags in the cans with properly fitting lids.

- No trash containers are allowed along the fence lines.
- No trash is to be put in pick-up areas until after 5 pm on Tuesday. Trash pick-up is Wednesday. When Holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas) fall on a Monday, Tuesday or Wednesday trash will be picked up on the Next business day, but not Sunday.
- Trash Dumpsters at Walgreen's are NOT to be used.

DUE TO HEALTH AND SAFETY RISKS ASSOCIATED WITH FAILURE TO PROPERLY UTILIZE THE TRASH CONTAINERS, AT NO TIME IS ANY MEMBER TO LEAVE HIS/HER TRASH OUTSIDE OF TRASH CONTAINERS. NO TRASH IS TO BE PLACED DIRECTLY ON THE GROUND OR ON CLOSED LIDS ON TOP OF TRASH CONTAINERS. MEMBERS FOUND IN VIOLATION WILL BE FINED ACCORDINGLY. NO EXCEPTIONS!

44. VANDALISM: Reparations will be the responsibility of the offending Member. A \$100 reward is offered by the WTHC for the arrest and conviction of any person(s) found involved in any criminal activity on WTHC property. All WTHC Members are responsible for the vandalism of their family Members and their guests.

45. WADING POOLS: ALL POOLS MUST BE EMPTIED DAILY.

- Pools containing water must never be left unattended. Members who violate this rule will be assessed a fine in accordance with the Rule Violation Fine Procedures on page 3 of these Rules and Regulations. On the third violation, the member will be required to show cause before the Board as to why his/her wading pool should not be confiscated. Size must not exceed 12 in. x 6 ft.

WILLIAMSBURG TOWNE HOUSES COOPERATIVE RULES AND REGULATIONS

- All damaged sod must be replaced by the Member. Members are liable and assume all legal responsibilities. WTHC is not liable.

46. WILD ANIMALS/BIRDS: NO OUTDOOR FEEDING OF ANY KIND FOR BIRDS OR ANIMALS IS PERMITTED. VIOLATORS WILL BE FINED IN ACCORDANCE WITH THE RULE VIOLATION FINE PROCEDURES ON PAGE 3 OF THESE RULES.

47. WINDOWS AND DOORS:

- A. **WINDOWS:** The unit's windows are the property of the WTHC. The windows or frames are not to be drilled into or painted. Routine maintenance is the responsibility of the maintenance staff. Broken screens and panes of glass will be repaired by the maintenance staff for replacement costs. Window washing is the responsibility of each Member.
- B. **DOORS:** The unit's steel entry door is the property of the WTHC. Do not drill into the doors. The doors must be painted with an Acrylic paint like RUSTOLEUM and the only Color allowed on the outside of the door is WHITE. The Member will pay for any damage to doors.
- C. Storm doors including their screen are the Responsibility of the Member. They may be white or grey only. All units must have storm doors

48. YARD SALES:

- A. ALL Members having a "Yard Sale" are to acquire a permit from the city of SCS.
- B. Members must inform WTHC Office and adjacent members to your unit that you will be having a "Yard Sale."
- C. Member may use front area of their unit and/or common ground area; no BOD approval is needed.
- D. Use of basketball court with BOD approval only.

ACKNOWLEDGEMENT AND RECEIPT OF THE WILLIAMSBURG TOWNE HOUSES COOPERATIVE RULES AND REGULATIONS BOOK

The Undersigned certifies that he/she/they have received and agreed to read the Williamsburg Towne Houses Cooperative Rules and Regulations Book and that he/she/they agree to abide by the terms as contained herein, in conjunction with the Corporate By-Laws and Articles of Incorporation. The Undersigned further certifies that he/she/they understand that it is his/her/their obligation to ensure that the household members, and all visitors and guests of his/her/their dwelling unit are informed of and

WILLIAMSBURG TOWNE HOUSES COOPERATIVE RULES AND REGULATIONS

abide by these Rules in conjunction with the Williamsburg Towne Houses Cooperative By-Laws and Articles of Incorporation, as they may be amended from time to time.

Dated: _____

Member

Dated: _____

Member

Dated: _____

Witness