

# **CITATION GARDENS COOPERATIVE CORPORATION #2**

## **POLICIES & PROCEDURES**

**This Code of Procedures and Practices established the policies, procedures, practices and other conditions that govern the housing provisions of Citation Gardens Cooperative Corporation No. 2. The Code is not intended to eliminate any provisions of the Occupancy Agreement or By-Laws. The common language statements of this Code are to promote the collaborative, mutual common good of all persons who live in the housing units.**

### **1. THE CORPORATION**

Citation Gardens Cooperative Corporation No. 2 was formed January 19, 1962. It was and remains a joint effort of the Members to provide collaborative housing for the mutual benefit. The property was acquired according to the articles of the National Housing Act and the regulations of the Department of Housing and Urban Development (HUD). The Articles of Incorporation, the legal document forming the Corporation, is filed with the Property Manager.

### **2. THE MEMBERS**

The authorized Membership of the Corporation shall consist of the forty-four (44) holders of the common Share, who have been approved for Membership and who have paid for their share and receive share certificates that shall remain unencumbered and have executed an Occupancy Agreement. The owner(s) of a Membership share is entitled to one decisive vote in the deliberations of a meeting of the Members.

### **3. MEMBER PRIVILEGES**

The Members who have signed an Occupancy Agreement, called Resident Members, and immediate family Members as listed on the Occupancy Agreement, within the Occupancy Limits, are entitled to live in the assigned housing unit and to have exclusive use of one assigned parking space. In addition to the persons listed on the Occupancy Agreement, a maximum of one guest over the occupancy limit for a maximum of 30 days and nights may live in the assigned housing unit.

The assigned parking space is for a powered or self-propelled vehicle, no part of which is to exceed 96 inches wide or 19 feet long. No personal property is to be stored outside the assigned housing unit on walkways or non-enclosed decks and patios. Townhouse patio yards must be maintained in an orderly manner. Conventional patio-style furniture and potted plants may be placed on non-enclosed patios and balconies. All materials outside the housing unit must comply with fire laws and building code regulations.

### **4. MEMBER RESPONSIBILITIES**

Resident Members are responsible for all actions of their immediate family Members and guests.

## 5. BOARD OF DIRECTORS

The Board of Directors is responsible for the management and administrative functions of the Corporation. The responsibilities or functions include but are not limited to the establishment of policies, the implementation of actions, the clarification of questionable issues, and the control of financial matters.

## 6. PROPERTY MANAGER

The Property Manager as directed by the Board of Directors is responsible for the daily and routine operations of the Corporation. The duties include such matters as routine maintenance; periodic inspections of all property; receiving, safekeeping and disbursing all monies, maintaining of current documents relating to Members and the Corporation and maintaining a phone answering service for emergencies during evenings, nights and weekends.

### Current Property Manager

Whitney Cunningham  
Tucson Realty & Trust Management Services

Physical Address  
2525 E. Broadway, Suite 111  
Tucson, AZ 85716

Mailing Address  
PO Box 57610  
Tucson, AZ 85732-7610

(520) 327-0009 OFC  
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## 7. OCCUPANCY AGREEMENT

The Occupancy Agreement is a statement of the conditions to which a Member commits himself, family Members and guests.

## 8. OCCUPANCY LIMITS

- Efficiency            2 Persons
- 1 Bedroom            2 Persons
- 2 Bedroom            3 Persons
- 3 Bedroom            4 Persons

## 9. GUEST POLICY

Non-Member guests will be permitted to reside with the Member in the Unit for a period not to exceed 30 consecutive days or a total of 60 days in one calendar year unless prior written approval has been granted by the Board. If a guest resides in the unit longer than the 60 days then the guest must qualify for Membership and execute an Occupancy Agreement.

## **10. DIRECTORS MEETINGS**

The Board of Directors meet monthly to transact Corporation business. Members are encouraged to attend the meetings as guests, to offer appropriate remarks, and to suggest topics for consideration on the agenda of a future Board of Directors meeting.

## **11. CARRYING CHARGES, FEES AND ASSESSMENTS**

Carrying Charges, Fees, and Assessments payable to the Corporation are to be submitted to the Property Manager by the Member on the first business day of each month. Member debt unpaid by the tenth of each month is subject to a penalty fee, established by the Board of Directors. An additional penalty fee may be levied by the Board of Directors on any outstanding debt on the last day of each month.

## **12. IDENTIFICATION AND RESOLUTION OF DEFAULT**

Pursuant to the conditions of clause (h) of ARTICLE 13 of the Occupancy Agreement, a Member is in Default when in arrears a minimum of \$500.00 in Carrying Charges, Fees and Assessments. A letter by Certified Mail is to be sent to the affected Member by the Property Manager on the last working day of the month in which Default occurs.

The letter is to state the amount in arrears as the date of the letter, that the amount is to be paid at the office of the Property Manager within 30 calendar days, and other conditions that may be imposed by the Board of Directors. When Default is allowed to continue beyond the specified 30 calendar days the Corporation may proceed with legal action for the collection of delinquent amount and to recover the applicable share of Capital Share. The recovered share of Capital Share is to be sold for Market Value by the Corporation, and the net proceeds from the sale presented to the affected Member.

The Corporation is to deduct all of its expenses from the gross receipts from the sale. The allowable expenses include but are not limited to legal fees, cost of repair deemed necessary to make the applicable housing unit favorably marketable, real estate agent fees, the amount in arrears when Default is declared, the usual monthly carrying charges, and late fees for the months between the declaration of Default and the sale of the Capital Share, and other expenses related to the process of resolving the Default.

## **13. CORPORATION PROPERTY**

The property of the Corporation consists of the land and its fixtures, features and other characteristics and the buildings—including the electrical, sanitary, gas and water systems, and their related ancillary parts.

## **14. MAINTENANCE AND REPAIR**

As defined in the Maintenance and Repair Responsibilities Addendum, Section C, the Corporation is responsible for the cost of the maintenance and repair of its property due to normal, routine wear and tear. Should a repair be deemed necessary the Board will get three estimates if the projected cost is over \$500 (materials only).

Section D outlines the Member's Maintenance Responsibilities. Damage to the property of the Corporation due to the negligence of a Member, family Member or guest is the financial responsibility of the Member, and the repairs are to be made according to the instructions of the Property Manager. When there is a question regarding the cause of or financial responsibility for damage, the decision of the Board of Directors is final and binding on both the Member and the Corporation. The maintenance and repair of a Member's personal property is entirely the responsibility of the Member.

A copy of the Addendum is included with the attachments.

## **15. ALTERATIONS AND ADDITIONS**

Alterations and additions to the property of the Corporation require the prior written approval of the Board of Directors. A request to modify an existing condition is to be submitted in writing to the Property Manager. The request is to describe in detail the work to be done and the costs involved, including copies of the contractor's bids, quotations and proposal. The description is to include sketches, construction drawings and/or other related information required to assure the Board of Directors that the modified structure will conform to—and appear similar to—the construction characteristics of the original building, except as explicitly approved in writing by the Board of Directors.

Alterations and additions should be limited to the hours of 8AM and 8PM, and notice given in advance to adjoining neighbors of the scheduled work and expected total project duration.

In keeping with noise abatement policies, the use of tile, linoleum or other hard surface material as floor covering for second floor terrace units shall be restricted to the entry way, kitchen and bathroom areas only. All floor in bedrooms, halls and living or dining room areas should be covered with carpeting using good quality padding underneath. All second floor installations of hard tile in kitchens, bathrooms, or entry ways must include the use of concrete backer board or 'wonder board' following manufacturer's directions. Under no circumstances is hard tile to be installed on the wood sub-floor or existing tile or linoleum.

All major renovation work is to comply with applicable Government rules and regulations and is to be done by contractors who are properly licensed, bonded and insured. Copies of the documents required to obtain Government permits are to be supplied to the Property Manager. Any deviation of any kind in the construction from the details of the initial request must be submitted to the Property Manager for prior approval of the Board of Directors. Any conflict in the interpretation or intent of this instruction is subject to a final and binding decision of the Board of Directors. Alterations and additions done in non-compliance with this instruction are to be corrected to the satisfaction of the Board of Directors. Copies of final inspection document of applicable Government agencies are to be given to the Property Manager. Completed alterations and additions are to be to the satisfaction of the Board of Directors.

## **16. INTERIOR ENVIRONMENT**

The interior environment of each housing unit is to meet the norms of good tastes and adhere with all Pima County safety codes. Members are to contact the Property Manager for information on related questions. Any disagreement between a Member and the Property Manager is to be submitted to the Board of Directors for a final and binding decision. The interior environment includes floor, wall and window coverings and related ornamental and decorative items.

## **17. INSPECTION OF HOUSING UNITS**

For informational purposes each housing unit is to be inspected annually and before the transfer of the share of common Share. The annual inspections are to determine the physical condition of the Corporation property and any insect infestation. The physical inspection prior to the transfer of the share of common Share is for the protection of the Seller, Purchase, and Corporation. The physical inspections are to identify the need for wear-and-tear repairs by the Corporation and any negligent damage that is to be repaired to the satisfaction of the Property Manager at the expense of the Member. They physical inspections are to be done by licensed, professional persons. The findings of each inspection are to be recorded and made part of the permanent record of the housing unit.

## **18. SPARE KEYS**

Members are encouraged to supply a key for each entry door to either the Property Manager, a Member of the Board, or a neighbor. The keys are used during the annual inspections (termite, safety and furnace) and in gaining emergency entry, If a spare key is unavailable and a forced emergency entry is required, all expenses and/or resulting damage is to be repaired at the expense of the Member.

## **19. NOISE**

Noise transmission is quite high between adjacent housing units of the three buildings, and it is extremely high between the upper and lower housing units of the two "E" terrace buildings. Members, family Members and Guests are to be considerate of others by making sure noise levels produced by voices, radios, computers, TVs, etc., are kept at a minimum, especially after 10:00PM. Please be courteous and use headphones late at night.

Per Title 9, Chapter 9.30 of the Pima County Code of Ordinances, it shall be unlawful for any person to make or continue, or cause or permit to be made or continued, any excessive, unnecessary or offensive noise which disturbs the peace or quiet of any neighborhood or which causes discomfort or annoyance to any reasonable person of normal sensitivity residing in the area.

## **20. PETS**

Any pets that a Member wishes to bring into the Co-op must be approved and registered with the Property Manager and/or Board of Directors. Bringing unregistered pets into the Co-op could potentially result in the Member being required to remove the pet immediately.

Pet owners are required to keep their pet(s) inside their unit except for when taking them on a walk. Pets may not wander around the Co-op loose. Pets are not allowed inside the pool area (assistive animals are exempt). Any pet causing repeated disturbances will be subject to immediate removal from the Co-op.

Pets not owned by Members are not permitted on Co-op property (\*assistive animals are exempt).

Members who own townhouses are required to keep their yards clean from all pet droppings and odor-free.

Feeding stray cats and/or dogs is not permitted.

Members are prohibited from having the following pets in the Co-op.

- Dogs
- Monkeys
- Ferrets
- Snakes

Cats are permitted—no more than two are permitted per unit.

**SERVICE ANIMALS EXEMPT:** Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities. Examples of such work or tasks include guiding people who are blind, alerting people who are deaf, pulling a wheelchair, alerting and protecting a person who is having a seizure, reminding a person with mental illness to take prescribed medications, calming a person with Post Traumatic Stress Disorder (PTSD) during an anxiety attack, or performing other duties. Service animals are working animals, not pets. The work or task a dog has been trained to provide must be directly related to the person's disability.

Service Animals will be permitted in the common areas. Residents owning Service Animals shall keep the animal under control at all times (no excessive barking) and shall be responsible for disposing of the animal's droppings in any common areas or yards. The droppings shall be disposed of in plastic bags deposited in the dumpster.

**EMOTIONAL SUPPORT ANIMALS EXEMPT:** An Emotional Support Animal (ESA) is an animal that, by its very presence, mitigates the emotional or psychological symptoms associated with a handler's condition or disorder. The animal does not need to be trained to perform a disability-specific task. Therefore, dogs whose sole function is to provide comfort or emotional support DO NOT qualify as service animals under the ADA.

Emotional Support Animals will be permitted in the common areas. Residents owning Emotional Support Animals shall keep the animal under control at all times (no excessive barking) and shall be responsible for disposing of the animal's droppings in any common areas or yards. The droppings shall be disposed of in plastic bags deposited in the dumpster.

A Member who wishes to bring a **Service Animal** or **Emotional Support Animal** into the Co-op must present to the Board of Directors a letter from the Member's healthcare provider indicating that the animal has been prescribed. This letter should include the healthcare provider's contact information, so that the Board can contact the provider, if needed, for verification purposes. Individuals who are thinking of purchasing a unit at the Co-op should provide this letter to the Board of Directors for verification before purchasing the unit.

## 21. TRASH DISPOSAL

Members are to place trash generated by themselves, family Members and guests in the large containers located in the west area of the parking lot. Safety and health considerations require that the doors of the trash containers be closed at all times. To accommodate the limitations of the handling equipment of the City of Tucson, trash must be inside the containers and not on top, alongside or near the outside of the containers. Removal of items placed outside the container will be charged to the Member responsible.

The Co-op currently does not provide recycling services. The closest recycling station is located at northwest corner of Alvernon Way & 22nd St.

## **22. LAUNDRY FACILITIES**

Laundry facilities are provided for the convenience of Members only. Consideration of others requires that after use, the equipment, floor and table be cleaned, that clothes be promptly removed from the equipment and room, and that the entry door be closed and locked. The use of laundry facilities is limited to 6:00 A.M. to 10:00 P.M.

Members are not permitted to hang laundry, rugs or any personal items on the railing of the catwalk. Please use the provided clothes lines located in the drying yard.

## **23. STORAGE FACILITIES**

A storage facility is available for the use of Members on a first-come, first served basis. To use the storage space, contact any present Member of the Board of Directors.

The storage facility is between Units E-208 and E-209, and use is governed by the following:

- Acceptable items are limited to suitcases and material securely placed in conventional packing cartons or boxes. Unpackaged items such as furniture, bicycles, tables, etc. are unacceptable.
- Each stored item is to be clearly marked or tagged with the name of the Member, the Member's unit number and the date place in storage.
- Items are to be stored for a maximum of 12 months. The storage period is renewable for additional 12-month periods as long as unused storage space is available and there are no Members on a waiting list for storage space.

Vehicles parked in the Co-op parking lot are not to be used for storage.

## **24. PARKING**

Each housing unit is assigned one parking lot space. If a Member owns additional vehicles, these additional vehicles must be parked on the street unless the Member leases additional spaces for \$15 per month per space (provided spaces are available). Unassigned or extra spaces may be leased through the Property Manager. The Property Manager is to be notified of the name, model and license number of the vehicle normally parked in assigned and leased spaces.

Should a Member of Co-op #2 be authorized to use the reserved space of another Member who does not have a vehicle, the space is considered to be his/hers until the agreement is discontinued. Spaces are not to be subleased or used by unassigned persons except with the approval of the Property Manager. There are no visitor parking spaces and Members are responsible for the parking of their guests.

All vehicles parked in the Co-op parking lot are to be kept in operational condition. All vehicles in the parking lot must display license plates showing that such vehicle is currently licensed and registered in the licensing state. Owners with expired plates must register within 30 days of expiration or the vehicle will be considered inoperable and will be towed at the owner's expense. Owners who are out of state, in the hospital, or otherwise not physically present, have 30 days once they've returned to register the vehicle.

The changing of oil or other fluid changes are not permitted within the parking lot. However, fluids such as wiper fluid, coolants, etc., may be added. If your vehicle leaks oil please put an oil pan underneath it. Any damage caused to the parking lot by spilled fluids shall be the responsibility of the Member. Members will be liable for any damages to the parking lot caused by themselves or their visitors.

No vehicles will be permitted to be washed on site using Co-op #2's water.

The Co-op is not responsible for any damages that are the result of theft or vandalism.

Non-motorized vehicles cannot be parked inside the Co-op parking lot. Non-motor vehicles include, but are not limited to, boat trailers, mobile homes, utility trailers and motorcycle trailers.

### **Enforcement of Parking Lot Rules**

All Members should report any suspicious activity to a Board Member.

Any Member questioning the decision concerning a reported violation may meet with the Board of Directors to discuss the disputed violation.

A towing company has been contracted to provide towing services. Any violations of the parking lot rules by owners or their guests will be subject to a fine and/or towing, if—within 30 days of receiving a warning from the Board or Property Manager—the situation has not been remedied.

## **25. POOL AND COMMON AREA**

The use of the pool and common areas are limited to Resident Members, immediate family Members who are listed on the Occupancy Agreement, and occasional guests. Resident Members are to enforce behavior that is according to the spirit of the following:

- The facilities are available 8:00 a.m. to 8:00 p.m.
- The maximum number of guests is three (3). Members must be present at all times while their guests are in the pool area.
- Running, shoving, rough playing, excess noise and similar behavior are prohibited.
- Infants in diapers or not toilet trained, and people in street clothes or cutoffs are not permitted in the pool.
- Food, intoxicants, and glass containers are forbidden within the fenced pool area.



Objects smaller than the equivalent volume of a 12-ounce drink container are not permitted within the fenced pool area. (This prohibits such things as small toys and floatable objects, hair curlers, smoking materials, matches, lighters, etc.)

The Member of a share of is permitted one pool gate key. A replacement key is available from the Property Manager for a non-refundable \$25.00 fee.

Regulations of the Pima County Health Department are to be obeyed. (This includes the pool gates being closed and locked at all times.)

Pool deck, pool furniture and the common area are to be maintained in good order, ready for further use.

The cost to repair damage to the pool, its equipment and the common area is recoverable from the applicable Resident Member.

## **26. ANNUAL MEMBER MEETING**

The annual Member meeting is to be held each year in March at a time and place determined by the Board of Directors. The Property Manager is to provide the principal Resident Member of each housing unit a written notice of the time, place and agenda of the meeting, according to Article IV of the By-Laws.

## **27. UTILITIES**

The Member is financially responsible for the gas and electric service provided to the assigned housing unit. The Corporation is financially responsible for all water service and the gas and electric service provided to the common areas.

## **28. MEMBER INSURANCE REQUIREMENTS**

The Member has the option, at his/her own expense, to carry any and all other insurance as he/she deems advisable to maintain fire and extended coverage insurance on the Member's interest in the Dwelling Unit and any individually owned personal or real property within a Dwelling Unit, attached to the exterior wall or building roof of a Dwelling Unit or located within the patio or balcony immediately adjacent to the Dwelling Unit.

## **29. SALE AND ASSIGNMENT OF SHARE CERTIFICATE**

The sale of a Share Certificate of the Corporation is to follow the General Sales procedure.

## **30. OFFER TO PURCHASE**

The requirements of the Offer to Purchase are to be followed by both the Member and Buyer in the transfer of Capital Share of the Corporation. A copy of the Offer to Purchase is included with the applicable attached documents.

### 31. VIOLATIONS

Violations of the Occupancy Agreement, code of Procedures and Practices, and By-Laws by Members, family Members and guests are subject to disciplinary action of the Board of Directors except for specific penalties established by the Members in a regular meeting.

### 32. FINE POLICY

Any violation of the Policies and Procedures, Occupancy Agreement or Bylaws is subject to the following fine policy, if within 30 days of warning by the Board, the situation has not been remedied.

- **Fine for 1st violation** — \$25
- **Fine for 2nd (continuing) violation** — \$50
- **Fine for un-remedied continued violation(s)** — \$100 per occurrence or per month depending on the type of violation and as deemed appropriate by the Board of Directors.

If your unit is not accessible during any of the annual inspections (termite, safety, furnace, etc.) you will be fined \$25.

### 33. REVISIONS

The Board of Directors may revise the Policies and Procedures by a majority vote of the Directors present at a Board meeting.

## **CITATION GARDENS COOPERATIVE CORPORATION#2 MAINTENANCE AND REPAIR RESPONSIBILITIES**

### **SECTION A – THE CORPORATION WILL FURNISH THE FOLLOWING:**

- 1) Water
- 2) Sewage disposal
- 3) Trash and refuse collection
- 4) All utilities for common areas, laundry rooms, and pool
- 5) All risk insurance coverage carried on the buildings and corporate property
- 6) Maintenance - ONLY as described in section C.

### **SECTION B – DWELLING UNIT DESCRIPTION**

Each Dwelling Unit shall include the space enclosed and bounded by the interior unfinished surfaces of the ceiling, floor, walls, and windows or any extensions thereof, including adjacent patios areas, together with any plumbing fixtures, air conditioning equipment, ducts or duct work, and electrical equipment which exclusively serves such Dwelling Unit: provided, however, that no portion of the roof, bearing walls or other structural components of the Building in which each Dwelling Unit is located, and no pipes, wires, conduits, flues, shafts, or public utility, water or sewer lines situated within such Dwelling Unit and forming part of any system serving one or more other Dwelling Units or the General Elements shall be deemed to be a part of a Dwelling Unit. Appurtenant to each Dwelling Unit there shall be an exclusive easement over and across the portion of the General Elements consisting of patio or balcony immediately adjacent to such Dwelling Unit for purposes of the use, occupancy, and enjoyment of such patio or balcony by each Member and the agents, servants, family Members, and the invitees of the Member of the Dwelling Unit immediately adjacent to such patio or balcony. Each patio and balcony shall be maintained in a clean, neat, and orderly condition by the Member of the Dwelling Unit benefited by the easement over such patio or balcony. The use of the easement hereby granted shall be subject to such limitations, restrictions, rules and regulations as may from time to time be promulgated by the Board, and shall be subject to and governed by the provision of the Occupancy Agreement, the Articles, By-Laws, and Code of Procedures and Practices.

### **SECTION C – CORPORATION'S MAINTENANCE RESPONSIBILITY**

#### **The Corporation will repair and/or maintain the following:**

- 1) All structural repairs, including the roof (excluding: townhouse addition roofs).
- 2) Wall heater, repaired as required; replace if it has cracked heat exchanger.
- 3) Evaporative coolers, including housing, parts, and labor and yearly start up and shut down, with the exception of two-speed cooler relays. Corporation will install pads one time each spring.
- 4) Caulking of bathtub

- 5) Exhaust fans
- 6) Electrical - limited to the replacement of circuit breakers and original building wiring.
- 7) Plumbing:
  - Water or sewer lines situated with-in the dwelling unit and forming part of any system serving one or more other units or the common elements.
  - Interior water supply lines and valves.
  - Toilet repairs and maintenance. Replacement as needed as determined by the Corporation. Toilets broken or damaged by the Member will be replaced at the Member's expense.
  - Faucet repair and maintenance, excluding installation of custom fixtures.
- 8) Gas Lines
- 9) Water Heaters will be replaced by the Co-op as determined by the Corporation. The Member will pay \$150 of the total cost of installation of a new water heater.
- 10) Pest control inside and outside of dwelling unit. Please notify the Board or the Management Company immediately if activity is seen! If bedbug activity is discovered inside a unit, the Co-op will pay for the inspection and treatment. The corporation is not responsible for moving or storing any of the Members personal belongings as may be required by the pest company.
- 11) Exterior entry doors are maintained by the Co-op.
  - Replacements for the terrace building entry doors are limited to a standard steel clad door. Member will pay the difference in the cost should they prefer a different type, other than the standard door. Member will also pay to have any extras added, such as peek holes or buzzers.
  - Replacement of townhouse entry doors (only). Does not include stationary sidelight.
- 12) Townhouse patio gates—painting (exterior only). Maintenance due to normal wear and tear which includes hardware, numbers, and deteriorated wood.
- 13) Painting—the Corporation will paint all visible exterior walls and common areas, except:
  - Interior surfaces of patios and balconies and townhouse alcoves that have been enclosed.
  - Interior patio fence walls and gates in townhouse units.
- 14) Common area gates and fencing—painting, repairs and maintenance.
- 15) Parking areas, including carport structures and lighting.
- 16) Common grounds, including landscaping and irrigation.
- 17) Pool area.
- 18) Laundry facilities and clothes drying yard.
- 19) Termite treatment and control on Corporation building structures.

Excluded: Terrace Buildings' patio enclosures and townhouse room additions, patio enclosures or storage installations in patio yards.

## **SECTION C – MEMBER'S MAINTENANCE RESPONSIBILITY**

### **The Member will repair and/or maintain the following:**

It is the responsibility of the Member to repair and maintain the Dwelling Unit and surrounding area at his/her own expense as follows:

- 1) All glass (including townhouse entry door stationary sidelight), screens, and weather stripping.
- 2) All interior decorations, including: carpet, drapes or other window coverings, floor tiles, cabinets, sinks, bathtub, electrical fixtures, and plumbing fixtures.
- 3) Water heater — Member replacement. Members who wish to upgrade or replace a working water heater may request to do so at their own expense. The request will need to be made in writing and submitted to a Board Member or to the Property Manager. All work must be performed by a licensed vendor unless you choose to use TRT's maintenance staff and reimburse the Co-op for labor costs.
- 4) Wall heater thermostat installation and/or repairs.
- 5) Patio sliding glass doors, frames, rollers, locks, and stationary sidelights.
- 6) Smoke detectors (a minimum of one per housing unit).
- 7) Refrigerator, stove and garbage disposal and other appliances.
- 8) Ceiling fans and range hood exhaust fans.
- 9) Repair and replacement of all interior doors, hardware and locksets.
- 10) Repair and replacement of entry door passage locks and deadbolt locks.
- 11) Repair and replacement of security or storm doors, hardware and locksets.
- 12) Patios and balconies shall be maintained in a clean, non-hazardous, and decorative manner; not to be used for storage.
- 13) All internal and external modifications to the structure and fixtures, including air conditioners, heating units, and water filtering or softening systems.
- 14) All external additions to units installed by Member. All additions MUST be painted the same color as the rest of the Cooperative's buildings
- 15) Awnings, Ramada covers, storage sheds.
- 16) Should painting of a Member's addition, or patio/balcony enclosure be required, the Co-op will paint the addition and assess the Member.
- 17) Termite treatment and control — Terrace patio enclosures, townhouse room additions or alcove enclosures.
- 18) Any shrubs and trees put in by the Member must be approved by the Board and will be the Members' responsibility.

### **MEMBER'S NEGLIGENCE CLAUSE:**

The Corporation will charge the Member for any repairs or maintenance necessitated by the Member's negligence or misuse. This includes clogged drains and toilets; including the Dwelling Unit, the Corporation's property, or the Dwelling Unit of another Member.

No Member shall permit or suffer anything to be done or kept upon Corporation property, which will increase the cost of liability, insurance of the Corporation, or which will obstruct or interfere with the rights of other occupants and their safety.