

SHAREHOLDER RULES AND REGULATIONS

FOR CO-OPERATIVE LIVING

AT

CONCORD VILLAGE INCORPORATED

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Note: It is expected that over time there will be amendments, deletions and additions to this document. Copies of changes or additions are available at the office. Any adopted amendments, changes or deletions will apply to all members and all visiting guests of the co-operative and the legal occupants and guests that reside in their units. **A POLICY CHANGE APPROVED IN A BOARD MEETING WILL BECOME EFFECTIVE 30 DAYS FROM MEMBER NOTIFICATION.** It is each member's responsibility to keep their copy of the rules and regulations current and to read the notices and minutes of the executive board meetings that are delivered to each resident and are available in the office during established business hours.

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INTRODUCTION TO LIVING AT CONCORD VILLAGE INCORPORATED

Concord Village Inc. was incorporated October 27, 1964. The Corporation was established for the sole purpose of providing affordable housing for low to moderate-income families on a nonprofit basis.

Co-operatives are unique and different from other forms of housing, because their Members own them collectively. Members are not tenants; they are joint owners of their own housing development. Through common stock each member is a 1/373 owner of the entire property.

Membership in Concord Village Inc. provides the individual Member with the many advantages of home ownership without any personal mortgage liability and accompanying responsibilities. The most often cited advantage of co-operative living is economic. Members of a Co-operative do not own individual units. The United States Department of Housing and Urban Development (HUD) Regulatory Agreement, By-Laws and Occupancy Agreements provide that the Corporation owns the property and the members hold a Membership Certificate in the Corporation which carries with it rights and responsibilities for occupying a unit and participating as a voting stockholder with a proprietary interest in real property.

Members are urged to participate in the democratic management, through their elected Board of Directors, and by donating time and effort to the various committees and general activities organized to assist in the smooth functioning of the community.

The property was originally established by Federal Housing Authority Department of Housing and Urban Development (FHA/HUD), the entity that has insured our mortgage. In exchange for obtaining a low interest loan and FHA mortgage insurance, we entered into a Regulatory Agreement with HUD.

The Regulatory Agreement states that:

- We pay our mortgage in full and on time.
- We maintain a reserve account and a general operating account (both kept at or above required levels).
- We meet certain income and family composition specifications.
- We guarantee property maintenance.
- We ensure units are owner-occupied.

Corporate Documents Include:

The Articles of Incorporation - The Charter that established Concord Village Inc, as a business in the State of Arizona.

The By-Laws – cover the operational procedures of the Corporation (voting, transfer value, etc.)

The Occupancy Agreement – agreement between the Corporation and its Members outlining responsibilities of each.

Policies and Procedures – established by the Corporation (Board of Directors) to include areas not covered in the other documents. The Board establishes the policies. The Board is elected directly

from the Membership. The Board hires property management to enforce the policies and oversee the day to day operations of the property.

As it is impossible to foresee all possible issues that may occur that would offend a significant portion of the membership, or put the property or other members at risk, Concord Village reserves the right to enforce reasonable restrictions and deal with situations that a significant portion of the membership may find objectionable even though the actual situation may not be addressed in this packet. Issues of this nature will be addressed on a case by case basis and will be enforced fairly and without prejudice.

OVERVIEW

1. Members will preserve and promote the co-operative ownership principles on which this corporation has been founded, abide by the By-Laws, Rules and Regulations, Occupancy Agreement, Regulatory Agreement, and all other amendments thereto, and by his or her acts of co-operation with its other Members bring about a high standard in home and community conditions. (Article 14, page 5 of Occupancy Agreement)
2. The Occupancy Agreement accompanying the Membership specifies “Member Occupied”. This means the Member is the owner and holder of (1) and only one Membership in the Corporation as evidenced by the Occupancy and has a bona fide intention to reside in his/her Unit. All persons residing in the residence must be listed on the Occupancy Agreement. All persons listed as occupants and all guests must abide by all corporate rules and regulations of Concord Village Inc. (article 5 of occupancy Agreement).
3. Members can be found in default of the Occupancy Agreement for reasons such as: failing to pay for repairs and/or maintenance as provided in Article 11; failing to pay for all the provisions under the Carrying Charge section of the Occupancy Agreement in Article 1; and for all other defaults in the performance of any and all the obligations of the Occupancy Agreement (Article 13 of Occupancy Agreement).
4. Management must be notified *in writing* of any guest or other person who will visit for 30 days or longer. No Member at anytime may sublease their unit. Members who are found subleasing their units will be subject to a fine at the Management’s discretion of up to five hundred dollars (\$500.00) for illegal subleasing. Any Occupant found to be subleasing will be given certified notice to leave the premises by management. Occupant/s will be given five (5) days of receipt of notice (article 7 of Occupancy Agreement).
5. Members agree that the representative of the mortgagor, HUD, the Officers and Employees of the Corporation or designated management, and with the approval of the Corporation the employees of any contractor, utility company, municipal agency or others, shall have the right to enter the dwelling unit of the Member, and make inspections thereof at any reasonable hour of the day at any time (per Article 16 page 5 of Occupancy Agreement).
6. Corporation Employees and Volunteers are not in a position to show units which are for sale or transfer or to act as brokers/agents in the transfer of Units. However, any unit that reverts to the Corporation will be handled by the Management as so directed by the Board.
7. Board Meetings, Town Halls, and Open Meetings are held on a scheduled basis determined by the Board of Directors. All Members are encouraged to attend the meetings to provide input and feedback for the Board to review. The Board is the representative body that acts on behalf of all the members and makes the decisions that govern the community.

8. No person is allowed on the roofs of any building on the property for any reason except maintenance staff and persons with express permission from management.
9. Emergency Maintenance service is provided after hours. Bona fide emergency calls include broken water pipes, sewer backups, electrical problems, and matters of a true health and safety nature. If an after hours call is answered and a maintenance technician or vendor is dispatched and the call is subsequently determined to be a non-emergency. The Member requesting the call may be subject to a twenty-five dollar (\$25.00) charge in addition to any repair charges.
10. For Health and Safety reasons and to avoid households being either underhoused or overhoused, HUD places minimum and maximum limits on the number of people residing in a Unit.

One bedroom	1-2 people
Two bedroom	2-4 people
Three bedroom	3-6 people
Four bedroom	4-8 people

11. The Corporation is not responsible for possessions damaged by fire, flood, or acts of God. The Corporation insurance does not cover personal property in the unit. Members should carry personal insurance on the contents of their unit and provide the Office with a set of keys to their unit to allow entrance in case of all emergencies (see Article 11 and 1986 amendments to Occupancy Agreement).
12. The garbage bins are to be used for garbage only. Large or heavy items of trash such as pieces of furniture, appliances, etc., are to be disposed of off property by the individual Member and not left inside or outside the dumpster. A seventy-five dollar (\$75.00) fine may be assessed without warning plus costs of disposal.
13. The Blue/Black recycle bins are to be used, in accordance with the City of Tempe recycle guidelines, for the proper plastic, paper and glass recycle items and not trash, appliances, or other items of waste. A seventy-five dollar (\$75.00) fine may be assessed without warning plus costs of disposal. The office has copies of the approved recycle list.
14. Patios and front, back, and side areas must be kept neat and clean. Front patios and side yards are not to be used for storage of any kind. There are to be no bikes, toys, motorcycles, BBQ and other such large items stored on the front patio, front yard, or side yards of the units. Please keep toys, bikes, and other items on the back patio inside the fenced area, not on the outside sidewalks or on the top of the storage sheds or patio covers. There are to be no items whatsoever stored on top of the storage sheds.
15. No outside clothes lines will be permitted except in the enclosed back patio and such lines shall not extend above and be visible over the patio walls. An exception is use of the original pop up clotheslines as provided when the property was built. The tops of these pop up clotheslines are visible above the fence.
16. Signs or advertising will only be permitted in designated areas such as any bulletin boards that are provided by the management for the purpose of these signs or advertisement.

17. Members may use sunscreens on windows to decrease energy costs. Other methods of interior controls, such as blinds, draperies, interior shutters, etc. may also be used. At no time and in no instance may aluminum foil, newspapers, cardboard, Styrofoam, garbage bags, plastic, flags, blankets, quilts, sleeping bags, or sheets etc. be used on windows.
18. Members must maintain any flower gardens that extend from the front of the unit. There must be a distinct border (i.e. brick, wood, edging material, etc.) around such flower gardens. Any new flower garden cannot exceed beyond 3 feet from the front of the unit. Existing flower gardens that exceed 3 feet will be allowed at management's discretion. Flower gardens must be hand watered. It is the responsibility of the member to maintain the appearance, the grooming, the watering, and the removal of these plants/flowers. If they do not, maintenance or landscapers may remove the plants/flowers at a charge to the member.
19. Members may not plant personal trees, bushes, shrubs, vines, sod, grass, or any other such items without the express permission of the board/management. Any work that is performed without prior consent can be removed and/or the member may be required to put back to "original status" at their expense.
20. No additions or deletions to the property are to be performed without prior consent of the board/management. This would include gazebos, patios, room additions, storage sheds, walls, fences, fountains, gates, trellis, parking covers, or any other such items that would be constructed and might be permanent. The common grounds, sidewalks, landscaping, streets and everything on the 23-acre property are the property of the entire membership and are not to be changed without prior authorization (Article 12 of Occupancy Agreement).
21. Violation of any Rule and Regulation may result in a fine.

First offense:	Warning
Second offense:	\$25.00 fine
Third offense:	\$50.00 fine
Fourth offense:	\$75.00 fine

And subject to being turned over to attorney for cause of Termination of Occupancy Agreement

ASBESTOS POLICY

Altering a multi-family living facility in any way, including the stripping, replacement or removal of building materials requires a pre-inspection and documentation on work order. Certain projects will require advance testing and may require permits and remediation. It is our responsibility as the management agent to assure we are in compliance with all National Emissions Standard for Hazardous Air Pollutants (NESHAP) Guidelines. Everything utilized for the building and maintenance of this community can potentially contain asbestos. Materials include but are not limited to, sidewalks, flooring, adhesives, pool plaster, grout, drywall, carport structures and asphalt. A good rule of thumb to use is: everything but bare metal, bare glass, and bare wood can contain asbestos.

In the event of situations such as a major flood requiring removal of building materials to prevent future damage, emergency removal and disposal is possible. In this event, you must treat all items being removed as if they contain asbestos. This type of emergency repair will require a licensed asbestos abatement company. Should the member request it, management can provide a list of companies that meet NESHAP guidelines.

For general upgrade and remodeling work, any area of 160 square feet (e.g. 10 ft by 16 ft), 260 linear feet or 35 cubic feet or greater that is not bare metal, bare glass or bare wood may require adherence to asbestos protocols. If the work being done may require asbestos protocols, please inform the office who will have the maintenance department verify the need for asbestos protocols and will provide the member with the procedures required to meet the protocol requirements.

If a member is unsure as to the necessity of following NESHAP protocols in the case of their specific project, a request can be made to the office for inspection by the maintenance staff of the proposed work that will provide direction to the member.

BUILDING MAINTENANCE POLICY

A. General Policy Statement

Concord Village Inc. is your home and you have the right to occupy and enjoy the unit and common areas, taking into consideration the rights of others and your responsibility under the Occupancy Agreement and Policies of the Corporation. It is important to remember that you did not purchase real estate, but rather a membership in a housing co-operative. The ownership of that membership entitles you to reside in a specific unit, but you do not own the unit itself or any of the real property it sits upon.

The Building Maintenance Policy clarifies your and the Corporation's separate and distinct responsibilities to repair, maintain, and preserve the integrity of buildings. The Corporation's goal is to keep your housing at the lowest cost possible, maintain standards of good repair and workmanship, and maintain a sense of Community pride and ownership.

It is your responsibility to report any building or property item or system in need of maintenance or repair to the Office immediately.

B. Exterior Maintenance

- 1. General:** The Corporation is responsible for the maintenance of the original building exterior. This includes painting, caulking, repair and replacing A/C, signage, exterior light fixtures, walkways, and roofs. The Corporation strives to create a uniformity of the exterior of the buildings.

Members cannot alter or modify the exterior structure in any way without the prior written approval from the Corporation (See Section D). Members are responsible for maintaining additions and improvements such as room additions, patio covers, or any other items that the member installed, with permission, at member expense. The Corporation has the right to require, at member expense, the removal or reinstatement to its original state any unauthorized improvement or fixture at any time.

- 2. Doors:** The member will maintain and replace, due to normal wear and tear, all exterior doors. It is the member's responsibility to replace the glass and/or locks on all doors, when necessary. All doors must be of a standard color and appearance as determined by the Corporation to maintain a uniform appearance. Members must pay for the repair or replacement of any door where damage is not due to natural wear and tear; for example, if a member's door has been kicked in or has been forcibly opened, or if a member's pet has destroyed it by scratching or digging.
- 3. Grills:** Members are encouraged to use electric grills. Gas or briquette grills must be used no closer than 20 feet away from the buildings. Members must not store these grills in their front yard, front patio, and side yard or on any sidewalks. Members may only store these on their back patio.

4. **House Numbers:** The Corporation will repair and replace all unit numbers when necessary. This is important for exterior security and uniformity of appearance. Non-standard house numbers must be approved by the Board/Management.
5. **Lighting:** The Corporation provides and replaces all exterior light fixtures. This is important for exterior security and uniformity of appearance. Front exterior light fixtures must stay the standard fixture provided by the Corporation while back light fixture can be upgraded by members with privately purchased and installed exterior fixtures at the member's discretion. All private purchased exterior lights and sidewalk lighting is the responsibility of the member and the Corporation can ask that this be returned to normal status if the exterior lights including sidewalk/garden lights are not being maintained or the lighting is inappropriate to the area as determined by management.
6. **Locks:** Members are responsible for all entrance locks to their unit, storage and patio gates. It will be the member's responsibility and expense to replace these locks.
7. **Front Porch/Back Patio:** Any unit with a front porch and all units with back patios must be kept clean and free of all debris and clutter. The front patios must not be used for storage of any items. Only appropriate size bistro sets will be allowed on these patios. The Corporation may require the member to dispose of any and all debris and items of clutter that might pose a health, safety, or hazard at the owner's expense.
8. **Sidewalks:** All sidewalks, entries, and passageways outside each residence must be kept clear, unobstructed, and used for no other purpose than entrance and exit from a unit. For safety reasons, items obstructing walkways may be removed by the Corporation at any time and members could be subject to fines for non-compliance.
9. **Patio Block Walls and Wood Gate:** Members may not attach items to their block wall and/or patio gate of a permanent nature. Members may put up decorations such as a wreath or lights but they must be maintained. The Corporation can require, at the member expense, the removal and back to original status of any item/s that are not in good repair or pose a health or safety hazard or are unsightly.
10. **Windows, Screens, Awnings, Patio Covers, Security Bars:** The member must maintain and repair all window glass, and above items at their own expense. Should these items fall into disrepair and pose a hazard or eyesore they can be requested to be removed and returned to original status, at the member's expense. Window washing is the member's responsibility. It is the responsibility of the member to replace the window screens and to keep them in good repair at their expense. Security Bars, Patio Covers, and Awnings must be approved by the board/management prior to installation. Any installation of these items without prior written consent may be required to be removed and returned to original status at member's expense. No window air conditioner/heating units are permitted on the original buildings.

C.

Interior Maintenance

1. **General:** The member is responsible for maintenance, repair, and replacement of the unit's hot water heater and in some cases the replacement of the Unit's heating and cooling system (HVAC System) by means of a deductible being met (see Article 11 occupancy agreement & amendments).

The member is responsible for the repair, maintenance, and condition of everything else inside of their unit. The member may paint, hang wallpaper, and install drywall, paneling, mirrors, carpet, tile, and wood flooring. Members have a great deal of latitude in decorating their unit (Article 11 and 1986 amendments).

The member must report all plumbing problems and water leaks immediately.

The member cannot alter or modify the interior structure in any way without prior written approval from the Corporation. Corporation approval must be obtained to alter walls, electrical or plumbing systems (Article 12 of occupancy agreement).

The Corporation has an on-site maintenance staff that is available, at a cost for parts and labor, to the member for standard maintenance issues.

It is the member's responsibility to treat the unit with due care and maintain the unit in good condition with normal wear and tear. Members cannot use their unit as a storage unit and accumulate trash and debris that becomes a health or safety hazard or attractive nuisance for vermin or pests.

2. **Bathtubs:** Members are responsible for the maintenance, repair, and replacement of the bathtub and bathtub surround (tile, grout, shower doors etc.)
3. **Toilet:** Members are responsible for the maintenance, repair, and replacement of the toilet. Only indoor toilets are allowed.
4. **Sink and Vanity:** Members are responsible for the maintenance, repair, and replacement of the bathroom sink, vanity and cabinets including mirrors, medicine cabinet, tile, counter tops, and like items.
5. **Carpeting/Flooring:** Members are responsible for the maintenance, repair, and replacement of all flooring in their unit.
6. **Appliances:** Members are responsible to purchase, repair, maintain, and replace all appliances and for the installation. Members will be required to pay for all damages caused by any water damage and floods as a result of the installation of these appliances with respect to the water lines etc. (Refrigerators, freezers, stove, microwave, dishwasher, washer, dryer and all other appliances that are installed in the member's unit).

7. **Electrical Outlets and Switches:** Members are responsible for the maintenance, repair, and replacement of the electrical outlets and switches throughout their unit.
8. **Faucets:** Members are responsible for the maintenance, repair, and replacement of all water faucets in their unit.
9. **Garbage disposals/sinks:** Members are responsible for the maintenance, repair, and replacement of all garbage disposals and sinks in their unit.
10. **Heating and Air Conditioning (HVAC):** The member is responsible to maintain, repair, and for some portion of full replacement (deductible) for the heating and air conditioning unit and thermostat. Members are responsible to pay for the filters on a monthly basis and to keep the unit clean and properly maintained.
11. **Kitchen cabinets, counters, and range hood etc:** Members are responsible to maintain, repair, and replace all kitchen items such as those listed above. The filter for the range hood should be checked regularly and replaced when needed.
12. **Plumbing:** The member is responsible for the maintenance, repair, and replacement of the plumbing in their unit. Members must report any water leaks immediately to the office/maintenance.
13. **Smoke Detector:** Members are required to have a smoke detector in their unit and maintain it with working batteries. If the unit is a two story townhouse the member must have a smoke detector on both floors.
14. **Window Treatments:** It is the member's responsibility to pay for the installation, repair, and replacement of window treatments, curtain rods, shades, interior shutters, etc. Members may not, under any circumstances, place aluminum foil, newspapers, Styrofoam, garbage bags, blankets, sheets, comforters, sleeping bags, flags, advertisements, or nontraditional coverings on/in the windows. Members may install window screens on the outside of the unit to help decrease energy costs.
15. **Water and Unit Damage:** The Corporation may repair or replace structural elements of a unit damaged by water found not to be the responsibility of a member. If the Corporation determines that the member is responsible for the damage or was negligent in not reporting a leak, the member will have to pay the total cost of the repair and replacement. Members must contact the office or maintenance immediately when water leaks or other water damage is observed.

D. Proposed Improvements or Renovations

Members must obtain prior written Corporation approval to renovate, enlarge, alter, or change the structure of their unit. Members must obtain prior written Corporation approval to erect, install, enlarge, alter, remove, convert, or replace any electrical, mechanical, or plumbing of their unit. The Corporation requires the request be in writing and accompanied by an accurate drawing, description or

blue print of the proposed change(s) and the Corporation may require the member to hire a licensed and bonded contractor. The Corporation requires any changes to exterior walls and interior load-bearing walls be made by a **licensed and bonded contractor** to safeguard the integrity of the buildings. If required, the member must make application to the City of Tempe to obtain required permits.

Placement of satellite dishes is considered an alteration of the structure of the Unit and requires prior approval and paperwork filled out at the office prior to installation (Article 12 of occupancy agreement).

The Corporation requires that any exterior modifications maintain the uniform appearance and standards of the community buildings.

The Corporation does not pay for any remodeling of units. All alterations, additions, fixtures, and/or improvements in or to the dwelling become the sole and exclusive property of the Corporation.

E. Prior Additions, Enclosures, Covers, Renovations

The Corporation has the right to require, at the Member's expense, the removal or reinstatement to its original state any unauthorized addition, enclosure, improvement, modification, deletion, or fixture. During membership or when transferring to a different Unit, all additions, enclosures, covers, and modifications may be required to be brought back to current Corporation standards depending upon what agreement was in place at the time the modification was approved.

Members are responsible for the repair, maintenance, and replacement/or removal of their patio cover, or improvements on their patio. If fallen into disrepair, the Corporation has the right to require removal or repair at member expense.

F. Unit Inspections:

The Management and/or Maintenance will annually inspect each unit. Inspection includes, but is not limited to, the water heater and all pipes, smoke detector(s), A/C thermostat and filters, faucets, all plumbing, toilets, sinks, storage shed, and general appearance of patio and or room additions.

G. Extended Absences

If a member is absent from their unit for an extended period of time (normally 30 days or longer), the member must provide or arrange for periodic checks of their unit. This is necessary to avoid damage from plumbing and other causes. Other than the annual inspection, the Corporation is not responsible for checking a member's unit. The Corporation is not responsible for repairing or damage to units that occur as a result of long absences, e.g. slow leaking pipes, etc.

H. Inspection before Membership Sale

The Management and/or Maintenance will inspect a member's unit before the Membership is put up for sale and also before it is transferred to a new Member. Any items noted in the inspection must be addressed prior to the membership transfer. Items reviewed on the inspection include, but are not limited to:

- General Outside: outdoor water shutoff, hose bibs, patio areas, storage sheds, light fixtures, etc.
- General Inside: smoke detectors, hot water heater and exterior vent, interior doors, thermostat, filters, vents, registers, plugs, light switches, walls, ceilings, floors, baseboards, windows, window hardware, screens, locks on windows, condition of drywall, etc.
- Doors: exterior doors, security doors, arcadia door, patio gate, etc.
- Kitchen: cabinets, shelves, drawers, guides, sinks, faucet, plumbing, stoppers, garbage disposal, countertops, stove hood, water shutoff, etc.
- Bathroom: water shut-off, sink, bathtub, shower, surround or tile, caulking, faucets, stoppers, shower doors, medicine cabinet, vent fan, vanity, toilet, etc.

I. Violations

If a violation of any provision of the Maintenance Policy is reported to the Corporation or discovered by the Corporation's inspections, the Corporation will do the following in accordance with the General Policies of the Corporation:

- The Corporation will send written notice of the violation to the Member, detailing the violation(s) and giving the Member a time schedule to correct the violation(s) (warning).
- If the violation is not corrected after the time stated in the notice, the Corporation will send a second notice demanding the violation be corrected and impose a twenty-five dollar (\$25.00) fine.
- If the violation is still not corrected, the Corporation will charge the Member an additional fifty dollar (\$50.00) fine.
- Finally, if the violation is still not corrected, an additional seventy-five dollar (\$75.00) fine will be charged and legal action may commence for termination of the Member's Occupancy Agreement.

Note: All communication with the Member regarding violations shall be done in confidence and shall be sent by regular mail to the address on file in the Office. The Manager, Maintenance Supervisor or Board shall determine the time allotted to correct the violation and may extend or reduce the time period if in the best interest of the Corporation.

BILLING AND LATE FEE POLICY

Carrying Charges

Monthly Co-op Carrying Charges are due the first of the Month. Carrying Charges are to be paid By the Member of Record unless the Management/Board has approved other arrangements. Payments received by the close of business on the 10th day of the month will be considered current. The Late Penalty on the Carrying Charge will be applied on the 11th day of the month. Billing statements will be generated on the 15th of the month for all outstanding balances due. The late charge will be twenty dollars (\$20.00) on the 11th and two dollars (\$2.00) per day thereafter.

Delinquent Carrying Charges

When a Member's Carrying Charges, or any portion thereof, for any given month are not paid for a period of one (1) month, the account shall receive a 10/20 which is the "Notice for Expiration of Occupancy Agreement". When this occurs the Member must bring the **TOTAL** amount outstanding to the office in the form of a cashier' check or Money Order within ten (10) days to avoid legal proceedings. Payment in full of the owed Carrying Charges and all other fees due must be made in order to stop the ejectment proceedings. Partial payments will only be accepted with manager approval. Policy allows for one payment contract per member per year.

Returned Checks

There is a twenty dollar (\$20.00) charge for a returned check. A returned check normally results in cashier checks or certified money orders only being accepted for payment of any corporation charges or fees for the next 12 months. Should a returned check be the result of a bank error, the member must provide a letter from the bank stating such. In such a case, the ban on accepting check for the next 12 months will be waived.

Work Orders/Maintenance Charges

Invoices for work orders along with a copy of the service request are mailed to the Member when the work is completed. Members who obtain repairs exceeding two hundred dollars (\$200.00) limit may have the option of establishing a payment contract. Payment contracts may extend up to three (3) months maximum and must be approved by management prior to implementation.

Delinquent Accounts (Work Orders, Fines Levies, but NOT carrying charges)

Maintenance charges are delinquent 30 days from the billing date. Maintenance charges that are outstanding for more than thirty (30) days will be assessed a twenty dollar (\$20.00) Late Charge and two dollars (\$2.00) per day charge thereafter.

A twenty-five dollar (\$25.00) charge may be assessed for Members failing to keep a scheduled Maintenance Inspection.

Member's Responsibility to contest errors in a timely manner

It is the Member's responsibility to investigate all charges on their account. If a charge is not contested within 60 days of the date it is incurred, the charge will be considered accepted by the Member and will not be revised.

Fines

Violation of any Rules and Regulations including non-compliance may result in fines as follows:

First Offense	Warning
Second Offense	\$25.00 Fine
Third Offense	\$50.00 Fine
Fourth Offense	\$75.00 Fine and may be turned over to the Corporate Attorney for termination of Occupancy Agreement for non-compliance

Fines are due and payable thirty (30) days after receipt of notice from the Office. Any balance Left on the Member's account will be assessed a twenty (\$20.00) Late Charge and two dollar (\$2.00) per day charge thereafter until amount is paid in full.

We have made every effort to cover all possibilities. In the event of an unusual or unforeseen circumstance, management/board reserves the right to take matters into consideration and review.

POLICY ON UNACCEPTABLE BEHAVIOR

ABUSIVE BEHAVIOR/HARASSMENT

Members and their family and guests shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other Members, Occupants, Guests, Visitors, Invitees, Contractors, Vendors, Maintenance, Management, Landscapers, Seasonal Employees or Board of Directors.

VERBAL/PHYSICAL ABUSE/THREATS

1. Any Member or Occupant/Guest etc. who verbally or physically abuses/threatens Corporation Staff will be banned from direct contact with the Staff. In such a case, written correspondence will be the only form of communication acceptable. Resumption of normal communications will be at the sole discretion of management.
2. Any Member that verbally or physically abuses/threatens fellow Members or Corporation Staff has provides grounds for immediate termination of the Occupancy Agreement for non-compliance.
3. Any Member who does not leave the Office, Community Center, Pool Facility or Property upon request of the Management/Board will be escorted out by the Local Police, if necessary, and a Police report filed. Copies of all Police records will be filed in the Member's file.

DRUG USE

Concord Village Inc. is a drug free property. There is no drug use permitted anywhere on the property. If someone is caught using or transporting drugs on the property they will be prosecuted to the full extent of the law.

INDECENT EXPOSURE

Concord Village Inc. is a multi-family housing project and has various aged persons from child to older adult. The Corporation will not tolerate any indecent or lewd behavior on the property. Should someone be involved in any such behavior they will be prosecuted to the full extent of the law.

POLICY REGARDING COMPLAINTS AND VIOLATIONS

1. Formal complaints made by one Member regarding another Member must be in writing. This information will be kept confidential to the extent possible.
2. Procedures for filing complaints:
 - A. Members should fill out a Complaint/Request/Compliment Form found at the office.
 - B. Include full name
 - C. Include full address
 - D. Please be specific and clear about the issue
 - E. Include all relevant information such as witnesses and their names, addresses, phone numbers, or police information.
 - F. Include phone number or other contact information.
 - G. Date of complaint
 - H. Signature

Upon receipt of the written complaint/request/compliment the Management/Maintenance Or Board will respond as applicable.

** The Management/Board takes all Member complaints very seriously. Please understand the management/board is limited in their ability to resolve such complaints to relaying the rules and asking each member to comply with the rules or face fines and fees up to and including termination of occupancy.

It may be wise to involve the local Police, or City of Tempe when applicable. It is sometimes necessary to have a report filed and a record of issues, violations, and laws broken recorded.

All complaints that are deemed valid will be sent a confidential compliance letter asking the Member to review the Rules and Regulations along with all pertinent corporate documents and to comply.

A complaint or violation brought before the Board of Directors and ruled on by the Board shall be considered settled. If, however, an appeal is made based on presentation of new evidence, the matter may be addressed again by the Board in a closed session. The ruling made at that time is irrevocable.

All parties concerned with the complaint may request submit a written request for a review by the Board of Directors. The board may either respond in writing or will schedule a face to face meeting.

FACE TO FACE MEETINGS WITH BOARD OF DIRECTORS

From time to time there will be requests for a member to meet face to face with the Board of Directors. These requests must be in writing with the purpose and name(s) of the person(s) requesting to meet with the board. Written requests will be addressed within thirty (30) days of their submission. The meeting will be scheduled and invitation will be mailed to the member address (filed with the office) at a time and place suitable for the schedules of the board and member(s) involved.

GRIEVANCE POLICY AND PROCEDURE

If a member of Concord Village feels they have been abused, denied reasonable and appropriate service, or are a recipient of prejudicial treatment, they may file a grievance addressing the concern.

Any grievances must be made in writing, no later than 5 (five) working days after the incident takes place. Grievances should be directed to the Manager and should include the following information:

1. The nature of the action that resulted in the grievance.
2. The date and time of the action or incident.
3. The person or policy against which the grievance is being filed.
4. The name and unit number of the member filing the grievance.

Grievances will be reviewed by the following individuals and/or companies, if applicable, in the following order:

1. Site Manager
2. District Manager
3. Management Company

Upon receipt of a formal grievance, the Manager will promptly investigate by contacting all persons involved in the incident. If the complaint is found to be valid, the Manager will take appropriate action and respond in writing to the member by the next business day. If the complaint requires further investigation or review, the Manager may refer the grievance on to the District Manager or the Property Management Company.

If the member is not satisfied with the handling of the grievance, they may appeal directly to the Property Management Company.

Dunlap & Magee Property Management, Inc.
11260 North Tatum Boulevard, Suite 149
Phoenix, AZ 85028

The handling of the grievance will be reviewed and further action will be taken if deemed appropriate. The Management Company will respond in writing to the member within 15 working days.

Should the member be dissatisfied with the Management Company's resolution of the matter, they have the right to request review of the complaint by Concord Village's Board of Directors. The complaint will be submitted for review to the Board at the first available monthly Board Meeting. The member will be informed in writing of the Board's decision with regards to the complaint within 15 working days of that Board Meeting.

The decision of the Board is final.

Concord Village Members also have the right to present grievances to the following agencies and companies if appropriate:

- U.S. Department of Housing and Urban Development (HUD)
- Arizona Department of Housing
- City of Tempe Housing Department
- Department of Economic Security
- Arizona Attorney General's Office
- Other such agency as is appropriate

VEHICLES AND PARKING POLICY

Definition of an allowable Vehicle: Car, Truck, Van, Motorcycle, or any motorized (licensed) vehicle.

Note: Trailers, Boats, RV, Boom Trucks, Cab-over campers, Large Commercial Vehicles or any recreation vehicles are not permitted to park in the assigned or visitor parking spaces.

Assigned Area: Along the Wall opposite both Church parking lots is the area that an RV, Commercial Vehicle, Trailer, Boat, etc. may park for a limited time only with prior management approval.

Parking lots are for the use of the Members and their occupants and guests, visitors, invitees, vendors, contractors etc. The spaces are to be used for regularly operated, street legal vehicles and not as storage for inoperative or non-street legal vehicles. Occasionally relocating a vehicle(s) from spot to spot every few days does not constitute “regular use” and may be subject to towing, fines or fees.

Each Member is assigned a parking space that corresponds to their unit. (Covered parking spots are paid for and are for the sole use of the Member who owns that space).

Unless assigned as individual member parking, all street parking is on a first come, first served basis. Again, all vehicles parking within the boundaries of Concord Village must be operative and regularly operated and street legal.

Visitor Parking Spaces are to be used for a limited time for the Members, visitors, or invitees, and are not be used for additional Member Vehicles on a permanent basis.

Parking in another Member’s assigned spot or covered parking without the other member’s consent is prohibited and is subject to towing at the expense of the vehicle’s owner.

Overhauling vehicles or making repairs on the street, parking lots, and parking spaces or anywhere on the property is prohibited. This pertains to any mechanized or motorized item with an engine. Only minor repairs such as changing a battery or wiper blades, or fixing flat tires is allowed. No oil changes!

Vehicles must be kept in good working condition, have current registration tags and be free of debris (i.e. flat tires, cobwebs, papers, leaves, dirt and grime, and broken windows). Vehicles leaking oils and fluids must be fixed immediately.

No go-carts, off road motor bikes, dune buggies, motorized skateboards, ATV’s, or any unlicensed motor vehicles may be stored or operated on the Corporation’s property.

No excessive noise from mufflers, tail pipes, or revving of engines, horns or alarms, is permitted.

No parking or driving on sidewalks, landscaping, or illegally parking in any fire lanes or clearly marked restricted zones is allowed. Violation of this policy will subject the vehicle to immediate towing at the owner’s expense.

Parking Penalties and Fines

Penalties: A notice will be posted in a conspicuous place on the vehicle indicating that the vehicle is parked in violation of rules and regulations, the nature of the violation and that the vehicle will be towed at the owner's or Member's expense if such violation is not cured within 24 hours from the date of the notice.

If the vehicle is parked in a NO PARKING RED OR YELLOW ZONE, in another member's assigned space without that member's permission, or is a vehicle that has been ticketed before, the 24 hour notice is not applicable and the vehicle may be towed away immediately at Member or owner expense.

Towing: From time to time the Corporation will use different towing vendors. At this time the towing is being handled by **All Valley Towing** phone 602-278-1600

If your vehicle is towed please contact the vendor directly and make arrangements to retrieve your vehicle at your expense.

Each Member expressly consents to the enforcement of the Corporation Parking Policies including any penalties, fines, and towing for violation hereof and the Member's payment of parking charges and all expenses associated with towing.

PET POLICY

(PET RULES APPLY TO ALL PETS)

Having a pet is a privilege not a right. Concord Village grants members the privilege of having pets on the property. Pet owners have a responsibility for the proper care and monitoring of the behavior of their pets. It is the responsibility of the pet owner to clean up after their pet immediately and without fail. Any member or occupant/guest who is unwilling or unable to properly control their pet will be required to remove the animal from the property immediately. Failure to do so at management's request may result in termination of occupancy.

Authorized assistive animals, while not pets, are subject to the rules of behavior stated herein unless the specific nature of the assistance provided demands suspension of a specific rule. (i.e. a seeing eye dog may accompany his/her owner into the office, etc.)

Allowable Pets

There is a two pet limit per household.

Pets, for the purposes of this policy, are defined as dogs, cats, ferrets and similar animals. While fish, birds, small non-poisonous reptiles, hamsters, gerbils, etc. that are caged or otherwise similarly confined, are also pets, many of the rules of behavior contained herein are not applicable and generally will not count toward the two pet per household limit. This does not prohibit management from enforcing limitations on these types of pets in extreme situations where health and safety issues are applicable.

Certain dog breeds are prohibited due to known tendencies for violence and erratic behavior. Prohibited breeds are Pit Bulls, Pit Bull mixes, Staffordshire Terriers, Rottweilers, Rottweiler mixes, Dobermans, Doberman mixes, German Shepherds, German Shepherd mixes, hybrid wolves and wolf mixes.

Exotic animals are not allowed.

Poisonous animals are not allowed including snakes, reptiles, spiders, etc. that are poisonous even if caged or similarly confined.

Pets cannot exceed 40 lbs when full grown.

Rules of Behavior

1. Pets must be leashed or held at all times when out of doors, must be accompanied by the owner or a responsible party and must be controlled at all times.
2. Pets are not allowed on the playground, in the pool area, in the office or in the community building.
3. Any person walking their cat or dog on the Corporation property is required to take as many bags as necessary to clean up any waste immediately. Pet waste pickup is the responsibility of the pet owner. Pet waste is not to be washed from the patios front or back onto any sidewalks from yards or into the streets or parking lots. Pet waste must be placed in a plastic bag and properly disposed of in suitable trash receptacles.

4. Animals may not be chained to doors, spikes, trees, or anywhere on the property and left unattended. All pets must be controlled at all times so they do not become a nuisance or disturbance to other residents, nor cause any damage to the Corporation property. Any damage to corporation property caused by a pet will be charged to the pet owner or responsible party.
5. In compliance with the City of Tempe Nuisance Ordinance, frequent or habitual barking, yowling, or yelping by pets is prohibited.
6. Animal Cruelty will not be tolerated. (Leaving cats and dogs on the back patio in the heat is prohibited at all times).
7. All stray or free roaming animals will be turned over to the Humane Society or County Pound. As this is an expense to the corporation, should a responsible member be identified, that expense will be charged back to the member.
8. Pet food may never be left outside of the units on the patios, storage shed tops, front stoops, etc. Doing so attracts roaches, crickets, pigeons, and other rodents and pests as well as encourages the congregation of stray animals.
9. At the time of annual recertification and inspection the Unit will be inspected to ensure compliance to this Per Policy. The member file will be updated.
10. All pets must be registered at the management office.
11. All pet owners must obey and adhere to all Municipal and State Animal Laws including but not limited to licensing the pet.
12. If any animal causes any harm to anyone on the property at any time the animal is automatically remanded to the Humane Society per State Law. Any animal harming another animal on the property may be required to be immediately removed from the property. Any damage caused by the pet is the responsibility of the member.
13. All Pet owners must obey and adhere to all Municipal and State Animal Laws.
14. Breeding of animals and kennels inside the units or outside on the patio is prohibited.

In an emergency situation, such as a bite or attack please call the Tempe Police Department 480-966-6211 or 911. Contact the Maricopa County Rabies and Animal Control at 602-506-7387. Contact the office during office hours and report the incident complete with any reports from the local authorities and witness's names, address, and phone numbers.

Fines:

First Offense	Warning/letter
Second Offense	\$25.00
Third Offense	\$50.00
Fourth Offense	\$75.00 and removal of pet. Move to attorney for non-compliance and violation of Occupancy Agreement and Pet Rules.

All fines will be added to the member's carrying charges and late fees until paid.

Note: Each Member who owns pets expressly consents to the continued enforcement of the Corporation Pet Policies including all penalties, fines, and removals for violations associated with the non-compliance of the Corporation's Pet Policies.

POLICY ON CHILDREN AND YOUTH

- 1.** Children should not play or congregate in the streets or parking lots where vehicles or machinery operate.
- 2.** The Corporation has set aside play areas where the children and youth can congregate and play. The playground, basketball court, volleyball area, and pool area are all areas in which the children and youth can congregate and engage in playing and sports.
- 3.** The City of Tempe curfew is enforced on the property and children and youth should observe the rules, be mindful of the noise, and not engage in boisterous activities during these curfew hours. Curfew hours are 10 PM to 5 AM.
- 4.** There are posted times that the playground, basketball area, and pool areas are open for operation and the children and youth should be mindful of these hours and disperse when these areas close for the day.
- 5.** Playground equipment, basketball equipment, and pool equipment has been provided for the sole use of the Members and the Members' occupants, minor children, youth, and guests and invitees.
- 6.** The grassy areas of the Basketball Court, Volleyball and surrounding grass areas of the Playground are set aside for boisterous activities and play. All other common areas on the property should be off limits for sporting activities and boisterous play.
- 7.** Bicycle riding and skateboarding are permitted on the streets only and will not be permitted on the pedestrian sidewalks of the property for obvious safety and welfare reasons.
- 8.** Roller skating etc. should be limited to the Basketball and Playground areas and not on the pedestrian sidewalks and streets of the property for obvious safety and welfare reasons.
- 9.** Members and parents are responsible for the conduct and behavior of their children and youths, and must not allow them to run wild and unsupervised or to disturb other Members. Where there are children there will be a certain level of noise and members must be tolerant of this fact.
- 10.** Parents of children who continually violate community rules and subsequently fail to modify such behaviors, will be subject to fines and possible termination of occupancy.

CABLE/SATELLITE DISH POLICY

Cable

1. Each unit has a Cox Communications cable box at the front of the unit.
2. Cable installers must run the cable directly through the box into the interior of the unit.
3. Cabling to the various areas of the member's home must be accomplished through interior cables. No cables will be allowed to be run on the exterior of the unit.

Satellite Dish

1. Satellite Dish installation requires permission forms from the office and cannot be installed until these forms are filled out and filed at the office.
2. As with standard Cable TV, Satellite Dish cables must run directly into the interior of the unit. No cables will be allowed to be run on the exterior of the unit.
3. Cabling to the various area of the member's home must be accomplished through interior cables.
4. It is the responsibility of the Member to ensure that the Satellite Dish Provider installs the dish and attached cables according to the rules that govern the property. These installation requirements are available at the office and are part of the permission forms package.
5. If a unit is found to be in non-compliance to the rules and regulations as outlined the Member may be asked to return the unit to the original status at the Member expense.
6. There are no Waivers or Grandfather Clauses in regards to these Rules and Regulations and requirements.

Note: We have made every attempt to cover all possibilities in an effort to make the property safe, uniform, and aesthetically pleasing to all. In the event of an unusual or unforeseen circumstance, management/board reserves the right to make amendments and immediate changes to the rules on an as need basis.

NOISE AND NUISANCE POLICY

1. All members are responsible for themselves and their occupants, guests, invitees, children, young adults, pets, vehicles, etc. that might interfere with the right of privacy, comfort or convenience of other Members, day or night.
2. The playing of any musical instrument, radio, television, game system, stereo, amplifier, or other noise-making items should be restricted so as not to disturb any other Members. If your noise can be easily heard by your neighbors, it is too loud.
3. Loud noises (verbal exchanges, party celebrations, radio, stereo, television, etc.) should not be heard outside the Member's unit. This includes the room additions and patios. Be respectful of your neighbors' right to the quiet enjoyment of their home.
4. Noise from the Community Center, Basketball Court, Playground, Volleyball Court and Pool Area should be contained to the hours that these areas are in operation. All Members must be aware of the hours of operation and be sensitive to the noises for those Members who reside near and around these community areas.

Fines will follow the normal fine process. See Overview, number 21.

Fines will be added to Member's monthly Carrying Charges including late fees until collected.

Note: We have made every effort to define noises and nuisances. We cannot anticipate every noise and nuisance so adjustments will be made and additions will be added should noise and nuisances be sent as complaints to the office.

LANDSCAPE AND GROUNDS POLICY

1. Concord Members are encouraged to create a neat and cared for appearance around their units. Appropriate greenery and flowers are welcome in the flower beds that are directly in front of the unit and cannot extend past 3 feet from the front of each unit. The Entire Property is considered common grounds and is owned by the entire membership and not the Member residing at the unit. Therefore all additions or deletions to the current landscaping must be approved by management or board.
2. The corporation requests that when at all possible, members use low maintenance/low water usage plants and flowers to conserve on water and keep the community water usage low for all. Members are not permitted to remove any shrubs or trees that are mature and have been growing on the property without prior written permission from the maintenance, management, or board of directors.
3. Concord Village is and has always been a manicured property. This means that the Corporation will be responsible for the trimming of all plants, trees, and grass on the property. The Corporation hires landscapers for the purpose of maintaining and trimming the plants and trees on the property.
4. Members are asked to refrain from disturbing, yelling at, or interfering with the landscapers, tree trimmers, or any other vendors or contractors the Village hires to do work on the property. If a member has a complaint about the landscaper, etc., please notify the office.
5. Ivy and Vines in front, back, and sides of all buildings will be trimmed back either by Corporation (in common areas) or at the expense of the Member (on back patios or flower beds). Under no circumstances will ivy or other climbing plants be permitted to grow up the sides, backs, fronts, or into the eaves of the buildings or up any block walls/fences on the property. This can cause damage and is not safe.
6. Hedges, shrubs, and bushes will be trimmed according to the recommendation of the maintenance or landscapers for reasons of health of plants, safety, security, and general appearance.
7. Management/Board approval is required PRIOR to the planting or removing of any trees, gardens, and bushes, on the property. Members who do not get permission to plant may be required to return the landscape to original status at their expense.
8. Members may not at any time access the irrigation timers or valves for the purpose of turning the water on or off. Please contact the office for all irrigation needs, requests or repairs.
9. Tree removal must be performed by licensed, bonded, and insured contractors for the safety of all the members. Members must refrain from removing any and all plants without prior written permission.

10. Gardens and all pavers, stepping stones, fountains, bird baths, and potted plants must be maintained, repaired, or replaced at the Member's expense. The Management and Board reserves the right to ask the Member to return the grounds to original status at Member's expense should the area fall into disrepair.
11. All plants, trees, bushes etc. residing on the back patio of the unit are the responsibility of the Member and must be maintained, pruned, clipped, trimmed, removed, replaced etc. at the owner's expense.
12. It is the responsibility of the Member to alert the Maintenance and Management should the Member find weeds or plants growing that were not planted by the Member. If the weed or plant becomes a large bush or tree the Member may be required to remove it at their own expense.

Note: In an effort to maintain the property for safety, health, uniformity, and aesthetics we have tried to think of every contingency. The Management and Board reserve the right to revisit these rules and regulations at a later date should it be necessary to make additions or deletions.

Fines will follow the fine process. See Overview number 21.

All Fines and fees will be added to the Member's monthly Carrying Charges with late fees until completely collected.

SWIMMING POOL RULES

Note: Per Article 22 page 6 of the Occupancy Agreement *Swimming Pool Covenant* Member (occupant) covenants and agrees not to permit his own minor children or minor guests to use the swimming pool facilities unless said children or guests are properly supervised by Occupant or someone who is able to cope with all swimming emergencies. This is to indemnify the co-operative and save it harmless from any and all liability to person or property arising from injury occasioned wholly or in part by any act or omission of the occupant or the family, guest and servants.

1. Members and their occupants and guests (all persons) swim at their own risk. The Pool Attendant by definition supervises the facility and is not a LIFEGUARD.
2. To enter the pool facility you must have a pool key or you will not be allowed to enter. The Attendant is there to supervise the pool area not to open and close the pool gate. There are no exceptions to these rules. Keys are available for purchase at the management office during normal business hours.
3. No private or paid swim lessons are allowed. No persons are allowed to operate their private business from the pool facility.
4. All children under the age of 14 years old must be accompanied by an adult (aged 18 years or older). The Pool Attendant will not issue swim tests nor be responsible to judge the swimming capabilities of any swimmer. Adults 18 years or older are required to stay with their children or guests the entire time they use the pool facility.
5. Parents/members will be responsible for any damages to the pool area caused by their child/children or guests and they will also be responsible for payment of damages.
6. Alcoholic beverages and glass containers are prohibited in the pool area.
7. Loud music, excessive noise, and abusive language or behavior will not be tolerated.
8. Members and their guests must follow the directives of the Pool Supervisor. Anyone not following the directives will be asked to leave the pool facility immediately and may be prohibited from returning until the offending behavior is addressed by the management office.
9. Proper swim attire is enforced. Infants and toddlers must have swimsuits covering their diapers and are to use the wading pool under the supervision of a parent or guardian. Proper swim attire is required. No cut offs are allowed. There is to be no fully clothed persons swimming in the pool at any time.
10. Safety equipment is to be used for safety purposes only. Members are not to play with safety equipment.
11. Only site employees are allowed in the Pool Attendant's room.
12. No diving, flips or running are allowed.

13. Pool parties and private gatherings are prohibited in the pool facility without prior written permission by the management office. (See #14)
14. Ten (10) or more guests constitute a pool party. Arrangements must be made with the office prior to bringing these guests to the pool. See the Recreation Services Director for all pertinent paperwork and requirements.
15. Food is permitted only in the Ramada areas of the pool facility. All persons are responsible to clean up after themselves and to use the trash receptacles for their trash.
16. No pets of any kind are allowed anywhere in the pool facility at anytime.
17. There is no smoking in the pool area. No smoking is allowed outside the pool area within 20 feet of the pool gate.
18. Bikes, skateboards, etc. are no allowed in the pool area at any time.
19. There is to be no rough housing, throwing of hard balls, Frisbees, or toys that could cause injury to members or guests or damage the pool at anytime.
20. Pool hours are subject to change without notice at any time due to inclement and dangerous weather, as well as chemical mishaps, pool cleaning, or pool supervision.

Violation of Pool Rules and Regulations may result in:

First offense:	Warning or guest leaving pool
Second offense:	\$25.00 fine
Third offense:	\$50.00 fine
Fourth offense:	\$75.00 fine
	And turn over to Attorney for cause of Termination of Occupancy Agreement

Note: An attempt has been made to think of every contingency to protect the membership and the corporation with regards to the importance of pool safety. The management/board reserves the right to revisit and change the rules and regulations as necessary.

OFFICE POLICY

It is the duty of Management to supervise and control the resources within the Administrative Office so as to manage the Corporation as described in the Management Contract. These resources include but are not limited to:

- Member Records
- Member overall issues, recertification, unit inspection
- Member, property, and Unit compliance
- Unit sales/transfers
- Financial records
- Computers and software
- Copy Machine/Stamp machine/Fax Machine/Phone systems
- Corporation banking/deposits/carrying charges/expenses/petty cash
- Vendor invoices
- Maintenance/Landscaping/Property issues

Management will be guided by the President or Presiding Officer from the current Board of Directors.

Management will work with the Board First Vice-President to ensure the unit sales, waiting list, and transfers are up to date and all documents are accurate.

Management will work with the Board Secretary to ensure all Meeting Minutes between Board and Members are documented, recorded, distributed and filed for future reference. All correspondence between Member and Board are routed to the proper department, will be addressed, resolved, and recorded for future reference.

Management will work with the Board Treasurer to ensure the Financials are up to date, are available to the membership, all account receivables and banking accounts are accounted for and balanced.

The corporation computers contain private membership information and proprietary software and forms and documents and therefore are not available for loan or use by the membership.

It is the policy of Concord Village that no members or anyone residing on the property be allowed to work in any capacity at Concord Village other than as a volunteer.

Membership files and financials are housed at the office and therefore no member is allowed access to the office without the supervision of Management or Board of Directors under certain limited circumstances.

MEMBERSHIP TRANSFER POLICY AND PROCEDURES

The Board of Directors adopted the following Policy and Procedures, May 15, 1996 and revised October 9, 2002. The policies and procedures are in full compliance with our Bylaws as required by our Regulatory Agreement (page 3, #5b).

Every bona fide Member of Concord Village, Inc. has signed a Membership Certificate and an Occupancy Agreement. According to the Occupancy Agreement every Member signs, a Member can only transfer their Membership in accordance with the Bylaws of the Corporation.

Anyone who lets a wait list applicant move into their unit without Corporation approval is subject to severe penalties, both legal and financial.

Sub-leasing is not permitted without Corporation approval.

The Manager is an Agent of the Corporation who must act in accordance with the Corporation documents. **Final Board approval is required of all Membership Transfers.**

POLICY FOR TRANSFER OF MEMBERSHIPS IS IN ACCORDANCE WITH SECTION 8-10 OF THE BYLAWS OF CONCORD VILLAGE, INC.

1. All Membership Transfers must be processed through the Concord Village, Inc. Office.
2. All Membership Transfers must be in accordance with the Concord Village, Inc. Bylaws.
3. No Transfer of Membership shall be made upon the books of the Corporation within ten (10) days preceding the Annual Meeting of the Members (Bylaws, Article III, Section 8).
4. When a Member dies, the written notice of death is equivalent to notice of intention to withdraw.
5. When a Member wishes to leave the co-op, he/she shall notify the Corporation, in writing, of such intention. This is accomplished by filling out the

accompanying document, "MEMBERSHIP TRANSFER CONTRACT", and submitting it to the Concord Village Office.

6. All transfer values will be set according to the Bylaws as outlined in the written procedure "MEMBERS DESIRING TO LEAVE THE CO-OP".

PROCEDURES FOR TRANSFER OF MEMBERSHIP

- I. DEATH OF A MEMBER
- II. TERMINATION OF A MEMBERSHIP
- III. MEMBERS DESIRING TO LEAVE THE CO-OP
- IV. MEMBERS DESIRING TO TRANSFER TO ANOTHER UNIT

I. DEATH OF A MEMBER

- A) His/Her Membership Transfers by will or intestate distribution to a Member of his immediate **family (the person must qualify within "ALL" established guidelines)**.
- B) Immediate family (Bylaws, page 2) inheritor has sixty (60) days after Member's death to qualify for Membership, sign an Occupancy Agreement and Membership Certificate and pay "ALL" monies owed the Corporation.
- C) If a Member dies and the obligation is not assumed, the Corporation has a thirty (30) day option to purchase or to seek a prospective buyer.
- D) If the Corporation does not exercise its option, then the "Legal Representative" of the deceased Member shall be allowed to transfer the membership to any person who has been duly approved by the Corporation as an approved Member (Bylaws, Section 8, c) (see procedure for transferring Membership, III, when a Member Desires to Leave the co-op).

II. TERMINATION OF MEMBERSHIP

- A) Membership is terminated by "Termination and Repossession" procedures established in the Occupancy Agreement, Bylaws, Collection Policy and any other pertaining Corporation Documents.
- B) The repossessed Member shall deliver his/her Membership Certificate and Occupancy Agreement promptly to the Corporation.
- C) The Corporation can then;
 - 1) Repurchase the Membership at its Transfer value as defined by the Bylaws, or at the amount the retiring Member originally paid

for the acquisition of the Membership Certificate, whichever is the lesser (see procedure for "Corporation Purchasing a Membership").

- 2) Transfer the Membership to an approved applicant at a sales price acceptable to the Corporation with the retiring Member receiving the amount so determined, less the following amounts (reference Bylaws page 4, 9a, b & c).
 - a) Any amounts due to the Corporation from the Member under his/her Occupancy Agreement.
 - b) The cost or estimated cost of all deferred maintenance, including painting, redecorating, floor finishing and such repairs and replacements as are deemed necessary by the Corporation to place the unit in suitable and habitable condition for the next occupant.
 - c) Legal and other expenses incurred by the Corporation in connection with default of said member and the Transfer of his/her Membership. In the event the retiring Member, for any reason, should fail for the period of ten (10) days after demand to deliver to the Corporation his/her endorsed Membership Certificate, said Membership Certificate shall forthwith be deemed to be cancelled and may be reissued by the Corporation to an approved applicant (the determination by the Corporation to be conclusive).
 - d) Once the Transfer price is thus determined according to the policy established, the completion of the Transfer and "all" expenses deducted, the balance is forwarded to the repossessed Member.

III. MEMBERS DESIRING TO LEAVE THE CO-OP

- A) Any Member desiring to leave the project must fulfill the Bylaws requirement of notifying the Board in writing. **Completing the Membership Transfer Contract and all applicable documents at the Concord Village Office can fulfill this requirement.**
- B) In filling out the Transfer documents, a realistic price is set for their Improvements in accordance with the depreciated schedule provided on their Improvement/Transfer Value Sheet.
 - 1) In NO EVENT shall the Member make a profit on the Transfer of the Membership.
 - 2) The Bylaws (sec. 8, d, 3) does not allow Members to be reimbursed for Improvements in an amount in excess of the cost of the valuation formula on the Improvement/Transfer Value Sheet (all structural improvements must have been approved by the Board of Directors).

- C) All units involved in a Membership Transfer must meet the minimum standards set by H.U.D. and the Corporation.

IV. MEMBERS DESIRING TO TRANSFER TO ANOTHER UNIT

- A) A Member cannot hold two (2) Memberships at one time.
- B) A Member must qualify by family size in order to transfer to a larger unit. Documentation of a family change must be included with the written request for transfer and the additional occupants must be listed on the Occupancy Agreement for a period of six (6) months. Please refer to PROCEDURES FOR TRANSFERING MEMBERSHIP, Section 3.
 - 1) Members presently residing in a two (2) bedroom unit must have a minimum of three (3) persons listed on the Occupancy Agreement for a period of six (6) months in order to transfer to a three (3) bedroom unit.
 - 2) Members presently residing in a three (3) bedroom unit must have a minimum of four (4) persons listed on the Occupancy Agreement for a period of six (6) months in order to transfer to a four (4) bedroom unit.
 - 3) Members who wish to transfer to a larger unit that does not meet these criteria can submit a request in writing to the Board of Directors explaining the reason for upgrading. Extenuating circumstances will be taken into account and voted on a case by case basis.
- C) **A Member CANNOT transfer to a like unit (A unit to A unit, B unit to B unit, etc.)**
- D) Policy statements in section III, paragraphs A, B, C & D apply to Members waiting to transfer to another unit.
- E) Member **MUST** be at least six (6) months current to be eligible for transfer. This means that all Carrying charges, Maintenance charges and Misc. charges have been paid on time, and that there are no outstanding charges due the Corporation (per Board of Directors Meeting dated October 28, 1999).

<h3>FURTHER PROCEDURES FOR TRANSFERING MEMBERSHIP</h3>
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- 1) After the value has been set and all required Transfer documents signed, (must be signed by "all" listed parties on the Membership Certificate) the Manager and Maintenance Supervisor will schedule a walk through to determine;
 - A) Verification of Improvements listed.

- B) The overall condition of the unit to determine if repairs or replacements are needed and who is responsible for the repairs (Concord Village Maintenance Department or the out going Member).
- 2) Upon completion of the inspection, the Manager will finish the Improvement/Transfer Value Sheet and forward a copy of the inspection to the Member for review.
 - 3) Once the Improvement price is established, eligible wait list applicants will be notified that a Membership is available and sent a copy of the Transfer Value Sheet.
 - 4) The applicant will be given your phone number, home or cell (please indicate all applicable numbers on the Transfer Contract), and the times you are available to set an appointment to view your unit. **THE MEMBER IS RESPONSIBLE FOR SETTING APPOINTMENTS AND SHOWING THE UNIT, NOT MANAGEMENT.**
 - 5) The applicant has forty-eight (48) hours from the time notified to view the unit. The applicant has seventy-two (72) hours from the time they view the unit to notify the Office with a "yes or no" answer for transferring the Membership (there may be some extenuating circumstances, approved by the Manager, which can lengthen the decision time). **Should the applicant fail to contact the Office after receipt of notification, they will be dropped from the Wait List.**
 - 6) The applicant must then set an appointment for an orientation and provide a Value of Occupancy Deposit.
 - 7) Accepting an offer below the quoted price;
 - A) Management may not be part of the negotiation process for Improvements.
 - B) "TRANSFER VALUE" is NON-NEGOTIABLE.
 - C) You may agree to a lower Improvement price by amending the Transfer Value Sheet by notifying Management.
 - D) Any previous applicant must be contacted and offered the lower price, in standing order of the Wait List.
 - 8) If all persons on the Wait List have been contacted, and no one is interested in your Membership, you may advertise the Membership in the newspaper, etc., keeping in mind that the prospects must "qualify" in accordance with the established guidelines. The qualification process may take several weeks to be approved or denied. **YOU MUST SUPPLY YOUR PERSONAL CONTACT NUMBER IN "ALL" ADS PLACED IN NEWSPAPERS, ETC.** You may pick up a New Membership Application at the Office, which clearly stipulates qualifications. This option is only available if all Wait List applicants have been exhausted.
 - 9) The Membership is not considered "off the availability list" until the Transfer is approved by the Manager and Board of Directors, the outgoing Member and the applicant agree on terms, date of occupancy, an orientation with Management has taken place and the "Value of Occupancy" deposit has been paid. The deposit check must be made out to Concord Village, Inc. **NO FINAL TRANSFER FIGURES ARE INCLUSIVE OF THE VALUE OF OCCUPANCY DEPOSIT.**
 - 10) The outgoing member will be responsible for all monies owed on his/her account including the pro-rated amount through the date of possession.

- 11) At the time of receipt of the deposit, the Member, the applicant and Office must set an appointment for the Transfer. A legal representative, for either party, may be present for the Transfer (a notarized statement must be provided for proof of legal representation).
- 12) All parties, or the Legal Representatives, must be present for the Transfer. If any party is more than 15 minutes late, the Transfer may be re-scheduled.
- 13) After the Transfer, a second "Possession Inspection" will be scheduled to determine that "all" required repairs have been completed. Again "all" parties must be present.
- 14) Only cashier's checks will be accepted at the Transfer. The buyer will produce the following four checks:
 - A) Improvement Check payable to seller;
 - B) Equity Check payable to Concord Village, Inc.;
 - C) Value of Occupancy Check payable to Concord Village, Inc.;
 - D) Prorate or full month's Carry Charge payable to Concord Village, Inc.
- 15) All Transferees will be charged one hundred dollars (\$100.00) to process the paperwork. The one hundred dollars (\$100.00) must be paid at the time the Membership Transfer Contract is signed and is **NON-REFUNDABLE**.
- 16) In the event any dispute seems irresolvable, Management reserves the option to discontinue the Transfer and re-schedule for another time.