

**PARK FOREST COOPERATIVE III
AREA J**

**HOUSE & GROUNDS MANUAL
2015
&
By-Laws
2008**

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PREFACE:

A. Your Board of Directors in its continuing effort to direct the operation of our cooperative corporation efficiently, effectively and fairly, firmly endorses the shareholder committee system for both the structuring and enforcement of policy set forth in the House and Grounds Manual. In meeting its fiduciary obligation to all shareholders, the Board of Directors will use prudent legal counsel, when deemed necessary, to enforce these Rules and Regulations.

B. Members are encouraged to participate in their cooperative by attending Board of Directors' meetings. Note: See our website <http://www.pfcareaaj.com> for information on Board and committee meetings that have been cancelled. The following schedule is the normal date, place and hour of your Board meeting:

4th TUESDAY OF EACH MONTH
MANAGEMENT OFFICE
7:30 P.M.

THE ANNUAL MEMBERSHIP MEETING IS THE 4TH WEDNESDAY OF APRIL IF MEETING SPACE IS AVAILABLE ON THAT DATE.

C. Members are further encouraged to participate in their cooperative by taking an active committee role. The following schedule lists the normal date, place and hour of committee meetings:

HOUSE & GROUNDS COMMITTEE
2nd TUESDAY OF EACH MONTH
MANAGEMENT OFFICE
7:00 P.M.

MARKETING COMMITTEE
2nd TUESDAY OF EACH MONTH
MANAGEMENT OFFICE
7:00 P.M.

HEARING COMMITTEE
AS NEEDED

Remember, these are the Rules and Regulations of your cooperative; they reflect the character of your community and home.

We are a diverse community and we respect each other.

Cooperatively,

The Board of Directors
Park Forest Cooperative III, Area J

Effective Date: February 2015

SECTION 1. GENERAL EXTERIOR AND INTERIOR USES

- A. Regulations pertaining to exterior and interior use are necessary to insure the health, safety, comfort, and general well-being of all cooperative members and to maintain the cooperative as an attractive and pleasant place for present and future members. **It is important that you read these Rules and Regulations.** All members are expected to abide by them. Failure to obey them will be considered a violation of the Occupancy Agreement, one provision of which reads as follows:

“The member(s) shall not permit or suffer anything to be done or kept within the interior of the Dwelling Unit or upon its entrances (collectively, “the premises”) which will increase the rate of insurance on the building, or on the contents thereof, or which will obstruct or interfere with the rights of other members, or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance within or upon the premises or commit or suffer any illegal or immoral act to be committed therein or thereupon. The Member shall comply with all of the requirements of the Board of Health and of all other governmental authorities with respect to the said premises.”

The enforcement of and procedures for grievances and complaints are explained below. However, the intent and the purpose of these regulations can be realized only through each member's understanding and full voluntary cooperation. **Any violation of the following Rules and Regulations may be corrected by the cooperative and the resulting cost billed to the member.**

Note 1: Whenever the regulation says that approval must be obtained from the office it is understood that the Board has delegated that responsibility to the manager.

Note 2: It would be impossible (and should be unnecessary) to provide rules governing all possible situations. What follows addresses items that most frequently come into question.

Note 3: Violations of these Rules and Regulations may result in the termination of the Occupancy Agreement. The appeal process is as follows:

- A) If the violation is clear cut (not subject to interpretation), then the decision of the committee and/or Board is final.
- B) If the violation is subject to interpretation, then the member has the right to request a hearing in front of the Board.

The following regulations were formulated by the House and Grounds Committees and were approved by the Board of Directors in February 2015. This manual is an important document for reference by and guidance for the membership. Members must adhere to the regulations set forth herein.

The following information is required to be on file with the office:

- Emergency contact information
- Home/business/cell phone numbers
- Vehicle information
- HO6 condo insurance

You must promptly notify the office any time this information changes.

Members should have their home telephone number on file at the co-op office in case the office needs to contact them. Business numbers should also be on file. If you do not have a land line, please provide your cell phone number.

Amendments to the House and Grounds Rules will be sent to you from time to time for insertion in this manual. Keep your manual up to date and available for ready reference. The revised copy is also available online at the Area J Website: <http://www.pfcareaj.com>.

Occupancy is limited to one family per unit or as otherwise indicated on the Member's Occupancy Agreement.

Members must comply with the House and Grounds Rules and Regulations, as presently worded, and as amended from time to time. If the member fails to comply, the office and committees will look into the matter. After a thorough investigation of the facts, assessments may be charged at Board discretion for violations of any of these regulations to cover the cost of enforcement.

Members who do not pay assessments arising from violations of the House and Grounds Rules may have their occupancies terminated.

Complaints by members are reviewed for determination of action. The Hearing Committee will serve when necessary as a review board.

Should a member be dissatisfied with findings of the committee, he/she has the right to present his/her case before the Board.

We recognize that there may be times when no specific rule applies to a condition or event not anticipated in the writing of these rules. Differences of opinion may arise regarding the condition of a yard or a unit. In these events the recommendation of the Hearing Committee will be viewed by the Board as an expression of your peers and the Board will enforce the committee decision as though it

were a stated rule i.e. if the committee thinks a porch is unsightly and/or hazardous and needs to be cleaned up, failure to clean it up according to the direction of the committee will be considered a violation of the House and Grounds Rules. The decision of the Board is binding.

If the violation of the House and Grounds rules leads to legal action, the member will be responsible for legal expenses incurred by the cooperative.

Subcommittees may be created at the Board's discretion, e.g., the Pet Subcommittee.

- B.** The member agrees that the representatives of any mortgagee holding a mortgage on the property of the cooperative and the officers and employees of the cooperative have a right to enter the member's unit and make inspections with reasonable prior notification thereof at any reasonable hour of the day or evening, weekdays and weekends.
- C.** Member negligence: Any damage to the inside or outside of the unit that was caused by member negligence will be repaired by the cooperative and charged back to the member.

SECTION 2. RESPONSIBILITY OF MEMBERS: EXTERIOR

A. WALKS

1. Members should keep the front and rear entrance porches and access walks clear of snow, ice, and any obstacles, e.g., bikes, toys, skateboards, that would create a tripping hazard or be a nuisance.
2. The common peripheral walks are generally cleared by the maintenance staff after a two inch snowfall unless the weather report indicates the snow is likely to melt during the day. Members are responsible for salting their sidewalks when ice is present.
3. Access walks include the walkways from the common walkway to the member's front and rear entrances. In the true spirit of cooperative living members might consider also cleaning the walks of the elderly, disabled, and vacant units.
4. If a member fails to keep his/her walks free of snow and a complaint is registered, the cooperative may clear the walkway and bill the member. If the member fails or refuses to clear the walkways as stated above, and the cooperative is sued for an injury resulting there from, the cooperative reserves the right to cross sue the unit member for negligence or take any other action in law or in equity.

B. LAWNS

1. Members will mow, water, reseed or resod, as necessary, his/her lawn. Members are encouraged to use sidewalks and not walk across other members lawn areas.
2. Each member is responsible for maintaining his/her lawn, not to exceed 6 inches in height, or members will receive a notice from the office and have 3 days to correct the problem. If the problem is not corrected, the cooperative will perform the necessary work and bill the member. If a member receives a second notice during any one season, lawn maintenance for the balance of the season will be provided by a landscape contractor chosen by the office. This outside contractor's fee will be added to the member's monthly carrying charges. Copies of each letter shall be placed in the member's files and given to the grounds maintenance for follow up.

Members not wishing to mow and trim their lawns may elect to have this service performed through the cooperative at a monthly fee under an annual contract.

A member may hire someone of his/her own choosing and pay that person directly. Any problems with the service provided will be resolved with that person; the office will not become involved.

3. No member, authorized dependent, friends, or visitors shall operate or permit the operation of lawn mowers or any other device on the premises between 9:00 PM and 8:00 AM.
4. Flower or vegetable gardens are not to extend beyond 4 feet from the foundation of the unit and 3 feet from porches, unless prior written approval has been obtained. Gardens are to be cultivated and well maintained. When a member moves, it is his/her responsibility to re-sod the lawn unless the incoming member agrees in writing to assume responsibility for maintaining the garden. Should a member decide not to plant in subsequent years, the area must be re-sodded at his/her expense.
5. The member will trim his/her bushes. In front of living room and dining room windows, shrubbery should be pruned level with the windows to allow the windows to open properly. There should be at least 18" between the foundation wall and all bushes. This will enable maintenance to perform any necessary work on the foundation or wall, e.g., tuck pointing. Members may request assistance from the office. A fee will be charged.
6. No shrubbery or vegetation should obstruct sidewalks or the view of pedestrians, cyclists, or vehicles using sidewalks or driveways, thus creating

a safety hazard. Shrubbery or vegetation should not be closer than 2 feet of the air conditioning unit, as this would block the efficient operation of the unit. Existing landscaping timbers, rocks, bricks, flowerpots, yard lights, fences, or other decorative items must not encroach on the sidewalks causing a tripping hazard. These need to be 1-foot from sidewalk to protect members' property from being damaged. Any yard decorations, fences, flowerpots, or lights that are less than the 1-foot requirement must be removed before first snowfall. Members are responsible for keeping their exteriors safe.

7. A member may not plant, or hire someone to plant, any trees or shrubs before submitting a Request to Alter Dwelling form. In reviewing the request, the office will consider the type of trees to determine whether there is enough space for the tree when it matures. J.U.L.I.E. must be called at least 48 hours before at 1-800-892-0123. J.U.L.I.E. will identify and mark the location of underground utilities.

Remove any seedlings from around the foundation and window well. In the side and front yards, do not plant any tree less than 15-20 feet from the foundation.

Trees and other shrubbery are all subject to the approval of the Grounds Supervisor and Management.

Once trees and shrubbery are in place they become the property of the cooperative and may be removed at the request of the Grounds supervisor, if they are deemed to pose a threat to the building's infrastructure, sewers, or sidewalks. Because existing trees and shrubbery add to the beauty of the cooperative, you must contact the office **before** pulling them out.

8. Members must submit a Request to Alter Dwelling form for approval before installing decorative fences or plantings used to "create a fence" and must not encroach on your neighbors' property.
9. Members are responsible for keeping their yards and gardens free of weeds, raking, and removing leaves from their yard. In the fall, when the plants have stopped blooming, members must clean up their flower beds. Yard waste is picked up on your normal garbage days from April 1st through November 30th of every year. All yard waste must be disposed of in official brown biodegradable yard waste bags. Members can purchase official yard waste bags or stickers at Village Hall, the coop office and some grocery stores.
10. Yard waste is defined as all accumulations of grass or shrubbery cuttings, leaves, tree limbs and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees.

11. Christmas trees should be placed at the curb for regular trash pick up.
12. Existing landscaping timbers must be regularly inspected for termite infestation and removed at member's expense if rotted or termites are present. Newly placed landscape timbers must be made of termite, insect, and rot resistant composite material. Call maintenance for assistance.

C. DOORS AND WINDOWS

1. Do not install your own door locks. On request, maintenance will change your locks for a fee. All locks must accept the co-op master key. For security reasons, if you are locked out of your unit, the cooperative will **NOT** unlock your doors. It is the responsibility of the member to handle this problem as any other home owner would. Damage caused by breaking in will be paid by the member.
2. Do not store tools or toys or anything else in the window wells. Keep the window well free of leaves and any other debris which may clog the drains.

Members wishing to install or have installed a clear plastic cover over their window well should contact the office for information.

3. Windows should have a neat appearance. Torn shades/drapes, sheets, or papers across a window are not acceptable.
4. Do not install security bars on the doors or windows.

D. RECREATIONAL USE OF PROPERTY

1. Wading pools may not be left unattended or filled to a depth of more than twelve inches. They must be emptied and removed from the lawn area each evening. Members are responsible for repairing any damage to the lawn caused by any wading pools.
2. Large and built in playground equipment, e.g., swing sets, portable basketball stands, and similar items are not permitted, unless written consent is obtained from the office.
3. Members who put up tents, canopies, volleyball nets, or other similar equipment on common areas for a special event are responsible for the cost of repairing any damage to these common areas; and for removing such tents, canopies, nets and equipment within 24 hours of the party.
4. All common sidewalks must be kept clear of obstacles (toys, lawn furniture, garden tools, etc) every evening before dusk for safety reasons. Excessive amounts of items in yard are not permitted.

5. Do not use the parking lots or courts for recreational purposes, e.g., basketball, hockey, volleyball, baseball and football. It is too easy to damage the cars and trucks. Krotiak and Central Park are available for those activities.

Members should comply with the “No ball playing allowed” signs posted in the malls. There is no ball playing in the courts for safety reasons and liability issues.

6. No area may be flooded for any purpose, such as ice skating.
7. Fire pits: Damage to any common area from a fire pit will be fixed at member’s expense. You can minimize the chance of damage by putting three to four inches of sand at the bottom. The fire shall be situated so as to avoid the escape of smoke, fumes, or noxious gases onto neighboring properties in such quantities as to create a nuisance or to endanger or injure the health of any person.

E. BUILDING EXTERIOR

1. Drilling holes in the exterior of the building requires a Request to Alter Dwelling form. Damage to the exterior of the unit resulting from hooks, flagpole brackets, shelves, window boxes, hanging pots, and similar items will be repaired at the member’s expense.
2. Do not climb, or permit anyone else to climb or walk on any porch or main roof.
3. Sheds are NOT allowed in accordance with Village ordinance. Requests for storage benches must meet cooperative guidelines and be submitted on a Request to Alter Dwelling form for approval.
4. No yard sale or court/street party shall be permitted which could impede emergency vehicles (fire or police) or inconvenience other members.
5. Information regarding “For Sale” signs can be obtained from the office.
6. Do not use barbeque grills, hibachis, or other similar portable cooking equipment inside the unit, on any porch, or in any closed or semi-closed areas.
7. Do not paint any part of the exterior.
8. In order to maintain the soundness of our buildings, keep all ivy off of the buildings. Call the office for help in destroying the roots and have the office

put in a work order to do this work. Ivy and climbing vines can be grown on trellises or arbors. These structures are not to be attached to the building by screws, hooks, or brackets that damage the porches or siding.

9. Maintenance men will disconnect all hoses before any heavy freeze, i.e., below 28 degrees. If hoses are left attached over the winter, the faucet will freeze and crack. When you turn on your water in the spring, you may end up with a basement full of water.
10. Take down all seasonal decorations within 30 days of the end of the specific holiday.
11. Management reserves the right to remove any items on a member's property which detract from the appearance of the area after contacting the owner.
12. Do not feed the animals. It attracts raccoons, skunks and squirrels. Bird feeders are allowed as long as they are up on hooks where squirrels cannot reach them. Birdseed should be swept up so no other animals are attracted.

F. PATIOS AND DECKS

1. All patios and decks must be approved in advance by the Management. To start the approval process, the applicant must bring a Request to Alter Dwelling form, plans and specifications to the cooperative office for review. Future maintenance and repair of the patios and decks are the responsibility of the members.
2. Since our buildings vary and not all yards lend themselves to having a patio or deck, site approval is most important. There may be some areas where a patio or deck is inappropriate.
3. Guidelines for patios and decks are available at the office. Wood patios or decks are not allowed because they attract termites and/or rodents. However, composite material (composite material is what your back porch floor is made of) is allowed since it is termite resistant. Patios should be some form of brick, whether it be pavers, patio blocks, interlocking rubber pads, or composite. Patios may not be attached to the building or be placed on piers or anchored into the ground. No railings or fences are permitted on a patio. If a patio is made of composite and is raised it may not be more than 6 inches above the ground at its highest point. There must be at least 6 inches between the composite and the sidewalk running from the porch and at least 18 inches between the composite and the walk which runs parallel to the building. All above ground decks must have a rodent critter barrier sunken at least 10 inches into the ground to prevent the animal access. Decks and patios that

already have a Request to Alter Dwelling form on file will not be affected by the above specifications if the patio or deck is well maintained.

4. Patios or decks which do not meet the specifications may be removed at the member's expense.

G. CABLE AND SATELLITE DISHES

1. A Request to Alter Dwelling form must be submitted and approved by Management before any satellite dish can be erected.
2. Satellite dishes over 28 inches and up to 36 inches may be installed on a pole as close to the unit as possible. Wires must be buried and not exposed. J.U.L.I.E. must be called at least 48 hours before digging holes at 1-800-892-0123.
3. Dishes under 28 inches may be installed on the fascia or chimney. No drilling through brick or siding; go through mortar only. The member is responsible for damage to the building. All satellite dishes must be removed at owner's expense at the sale of the unit or termination of service. Dishes installed without permission in an unapproved area must be removed and damage repaired at member's expense.
4. Installation of cable or dish must be done during Area J's business hours (Monday through Friday, 9:00 AM to 4:00 PM) so that maintenance personnel can be present to instruct the installer where: any necessary wiring can be run; to approve where on the outside it can be placed; and to show where the dish can be mounted. Scheduling an appointment must be made in advance with the office since neighbor's residences may need to be entered and permission to enter needs to be acquired.
5. An authorization letter granting permission for the dish/cable installer can be provided to the member if the installer requests it.

H. DRYING AND AIRING OF LAUNDRY

Do not dry and/or air laundry outside the unit.

I. GARBAGE, YARD WASTE AND RECYCLING

1. Each member is allowed a twice-weekly pick-up of the contents of two 20 or 30 gallon garbage containers. We strongly recommend metal cans because the squirrels chew holes in the plastic ones.

2. Garbage and refuse should be drained and placed in plastic garbage bags. The Disposal Company will not pick up any bags off the porch. They must be placed in the garbage cans. Do not put loose garbage in the garbage can.
3. Bulk items should be set at the curb no earlier than 6:00 PM the night before the regularly scheduled pick up.
4. Yard waste: The disposal company picks up properly bagged yard waste such as grass clippings and leaves. Do not use plastic trash bags. Yard waste is picked up on your normal garbage day from April 1st through November 30th of every year.

Place bags at the curb no earlier than the evening before the regular garbage collection days (Tuesday and Friday). Since yard waste is picked up before garbage, have it out in time for the early pick up.

NOTE: When a holiday occurs in a given week your trash and recycle pickups will be pushed back one day i.e. from Tuesday to Wednesday, Thursday to Friday, and Friday to Saturday.

5. Electronic waste: TVs, VCRs, DVDs, Microwaves, toasters, computers, and other electronic appliances must be disposed of in accordance with EPA regulations. Violations will result in a fine. Small Electronic items—excluding TV's may be dropped off at Village Hall. Call Vintage Tech for pickup: 1-866-631-1707. This service will pickup items from your porch. This service is not free; please call for fee amount. Put the items out by 8 AM on the scheduled date.
6. Recycling of Non-Electronic Waste- All material should be at the curb by 6:30 AM Thursday morning. Wait until 6:00 PM on Wednesday evening before placing recycle bins at the curb. All items that do not fit in the recycle bin should be placed next to it in a proper container or in some manner to prevent materials from blowing around.

Please refer to the Village of Park Forest website for updated recycling information: www.villageofparkforest.com.

The following items are to be placed in the recycling bins and placed at the curb on the assigned morning:

ACCEPTED ITEMS

Cartons

Both shelf-stable products and refrigerated products. This includes juice, milk, soup, broth, wine, cream, egg substitutes cartons.

Paper and Other Fibers

Newspaper, magazines, envelopes, white/colored copy paper, wrapping paper, computer paper, glossy paper, file folders, telephone books, and paper back books.

Cardboard and Paperboard

Cardboard, cereal boxes, cake mix boxes, cookie/cracker boxes, etc.

Plastic Containers Marked #1-#7 (excluding #6)

Pop bottles, water bottles, cooking oil bottles, peanut butter jars, milk and juice jugs, margarine/butter tubs, yogurt cups, ketchup bottles, household cleaners, and coffee creamer containers. Labels and lids can be left on.

Tin and Aluminum Cans

Pop cans, soup cans, coffee cans, etc. Cans should be empty. Labels can be left on.

NOT ACCEPTED

Styrofoam	Plastic Bags	Shredded Paper	Stickers/Labels
Flat Glass	Light Bulbs	Aerosol Cans	Pizza Boxes
Paper Towel	Plastic Silverware	Carry-out Containers	Solo Cups
Aluminum Foil	E-Waste	Household Garbage	Yard Waste
Film Plastic (saran, bubble wrap)		Gum/Candy Wrappers	Tissue Paper

Note:

The corrugated cardboard boxes must be flattened and in bundles. The dimensions of these bundles should not exceed 3 feet in length.

All materials should be at the curb first thing in the morning of your pick up day. All items that do not fit in your recycle bin should be placed next to the bin in a paper bag (not a plastic bag) to prevent materials from blowing around.

J. FIREWORKS AND FIREARMS

1. DO NOT USE any fireworks in Area J.
2. Do not discharge firearms, or BB guns, or use archery equipment in Area J.
3. In light of the new “concealed carry” law, firearms or weapons will be prohibited in the office, in the maintenance shop, and in the parks. Signage will be posted as required by law.

SECTION 3. PARKING AND MOTOR VEHICLES

All violations are clearly defined herein, and such violations are subject to fines assessed by the cooperative. Because parking spaces are at a premium each member should comply with the rules and ensure that his/her guests do also.

A. PARKING

1. **Parking is not permitted anywhere in the court other than your designated numbered space. Towing by our designated service was approved by our Board of Directors 12/10/2012.**
2. There is one parking space for each unit except for the double units which have two.
3. Do not park vehicles in the court entrances, or another member's parking spot, or double-park. Members should tell their visitors where they may park. Violators may find a violation sticker on their car window and also receive a fine. There is also the possibility of a fine that will apply to the member that the guest is visiting.
4. The first eleven spots on the south end of Cunningham Lane are for Area J members or their guests. (Larger vehicles may be parked here. See Trucks)
5. The speed limit in parking areas and entrances to the parking court is five miles per hour.
6. Do not drive, park, store, wash or repair any kind of motorized vehicle on the lawns, sidewalks or on any grassy area.
7. Any vehicle in a court, Juniper Island, or the Krotiak parking lot, which is unlicensed (not having a current license plate or village sticker) or inoperative vehicles which are not moved for 30 days or more, may be towed at the expense of the member.
8. Parking spaces of vacant units may be used when available on a first-come, first-serve basis. No member may use a vacant space as a personal permanent second parking space.
9. Do not park or store boats, trailers, campers, motor homes (regardless of size) in designated court parking spaces, Juniper Island, or the Krotiak parking lot for more than 24 hours in any one-week period.
10. Parking lots, courts, and driveways will be cleared of snow daily in accessible areas by maintenance staff after a 2-inch snowfall. After initial snow removal, if members choose to keep their space clear of snow, they

should move snow to the curb, not into the court, to allow clear access to other members.

11. ROCK SALT. Maintenance/Grounds will salt the courts after plowing when the temperature is above 15 degrees Fahrenheit when ice is present. Below 15 degrees the salt has no effect on ice.

B. BOATS/MOTOR HOMES/ TRAILERS/ CAMPERS ETC.

1. The storage of boats with trailers at duplexes with side drives is permitted (under Village Ordinance Number 31-122 (4) (c)) and are governed by the following:
 - a. Only fishing and ski boats are permitted i.e. pontoon and sail boats are not allowed.
 - b. Boat registration and trailer license number must be placed on file at the office.
 - c. A copy of the boat and trailer insurance must be placed on file at the office.
 - d. The boat and trailer must be in working condition.
 - e. Do not store the boat and trailer on your driveway between November 1 and March 31.
 - f. The combined length of the boat and trailer may not exceed 23 feet.
 - g. The height may not exceed six feet from ground to highest point, excluding the windshield
 - h. Violations will result in the loss of all boat storage privileges for the duration of membership.
2. Motor homes, trailers, campers, pop ups, travel trailers, U-hauls, utility trailers or any vehicle towed behind a car, truck, or van are not permitted in Area J between November 1 and March 31.

C. MOTORCYCLES AND OFF-ROAD VEHICLES

1. The following vehicles are not permitted on Area J property at any time: (a) motorcycles, mopeds, motorbikes, and the like; and (b) snowmobiles, all-terrain vehicles, golf carts, and the like (except Area J maintenance vehicles and equipment). This rule applies to members and their family, permitted occupants, visitors and guests.

2. If any such vehicles are observed parked on Area J property, a towing company will remove such at the owner's expense.

D. TRUCKS

No tow trucks, snowplows, road tractors, special mobile equipment, vehicles which transport more than ten (10) passengers, or vehicles of the second division (as defined by Illinois State Statutes) which weigh more than eight thousand (8,000) pounds gross vehicle weight, may be parked or stored in a court parking space, Juniper Island, Krotiak or Cunningham parking lot.

E. KROTIK TOWNHOMES WITH SIDE DRIVES:

Due to unique spatial arrangement of these residences not all rules, which apply to residences arranged in courts may be applicable. Examples: Parking spaces, large playground equipment such as portable basketball hoops and large children's toys. However any exceptions to the House and Ground Manual must be approved by Management.

SECTION 4. RESPONSIBILITY OF MEMBERS - INTERIOR

A. ELECTRICAL

1. All requests for additional electric outlets must be submitted to the office. Approved requests will be installed by the cooperative maintenance staff for a fee.
2. All new electrical wiring installed in the basement for outlets and lights must be approved in writing by the office. All connections are subject to inspection for compliance with the village codes and cooperative policies.

Any non-standard wiring will be removed at the member's expense.

3. No electrical fixtures e.g. ceiling fans may be installed without prior written permission. Cooperative maintenance staff can install ceiling fans for a fee. When maintenance cannot install a ceiling fan, an outside contractor will do it at the member's expense.

B. BASEMENTS

1. The maintenance and repair of all washers and dryers are the member's responsibility.
2. Due to the age of the buildings and the way the basement wall and floor concrete was poured, you may get water in your basement.

Because of this, you remodel your basement at your own risk. Whether you choose to remodel or not, we advise you to store any boxes and all items susceptible to water damage **off the floor**.

3. A member who wants to panel or partition his/her basement must first obtain prior written approval from the office by submitting a complete set of specifications with your Request to Alter Dwelling form. Specifications should be submitted before any planning or building is done. NOTE: When a basement problem, e.g., a water leak, requires the removal of such paneling or partitions, or any other built-in items, removal will be done at the member's expense.
4. Village of Park Forest Code of Ordinance section 18-289 requires that if you remodel your basement, i.e., turn it into a living area (per Village ordinance a basement may not be used as a bedroom) you **MUST** provide a safe means of egress other than the basement stairs, i.e., through one of the basement windows. Call the office for details. See our guidelines at www.pfcareaj.com and submit with a Request to Alter Dwelling form.
5. Do not store anything within three feet of the area around your hot water heater or furnace. Also, the furnace area must be accessible for work at all times.
6. **DO NOT STORE** any flammable liquids in your unit.
7. Do not pour any combustible liquids, oil based materials or grease into your bathroom or kitchen sink, laundry tub, basement floor drain or outside drain.
8. Do not store anything on the basement stairs or landing.
9. Change standard furnace/a/c filters monthly. This prevents damage to the furnace and air conditioner. Pleated filters are not allowed. Thirty day filters are sold at the office. Heating/a/c bills resulting from a member's negligence, i.e., not replacing the filter, will be billed to the member.
10. All clothes dryers must be properly vented to the outside with the vent leading through the properly vented area. The only approved vents are made of metal. No vinyl, plastic, or foil vents are allowed. Periodically remove dust and lint from the vent pipe to prevent a fire. Keep the lint-catcher/filter and the external exhaust clean.

C. KITCHEN

1. The maintenance of all stoves, refrigerators, microwaves and dishwashers are the member's responsibility.
2. The member is responsible for any burns and/or cuts in the counter tops. (Please use a cutting board.)
3. Kitchen cabinets and counter tops are the responsibility of the member. Do not paint wooden kitchen cabinets. Metal kitchen cabinets may be painted with prior written permission and replacement will require submission of a Request to Alter Dwelling form.
4. If decals or decorations have been painted on or affixed to the kitchen cabinets or walls and cannot be removed without damage, the member will be charged for the repair or replacement of the damaged cabinet or wall area.
5. If ceramic tile (or any other tile) has been placed on the wall around the sink and plumbing repairs require its removal, the member will be responsible for replacing it, or restoring the wall to its original state.
6. When any fixtures attached to a wall by the member are removed, the wall must be restored to its original state.
7. Use only water-based gloss or semi-gloss paint on the walls and ceiling.
8. Any damage to existing faucets caused by dishwashers will be repaired at member's expense. (Special faucets to accommodate dishwashers will be installed at member's expense.) Regular under-the-counter dishwashers need to have their own water shut-off installed. Maintenance can give guidance.
9. Do not install a garbage disposal. Do not put garbage down the drain.
10. Do not pour grease down the kitchen sink. It should be stored in a can and placed in the trash.
11. Do not use chemicals (such as Drano) to unclog the drains. Use a plunger. If this does not work, call maintenance. Clogs caused by member negligence will be fixed at member's expense.
12. If maintenance determines that a kitchen floor needs to be replaced due to normal wear and tear, the cooperative will do this at no cost to the member after floor has reached ten years in age and meets the requirement for replacement.

If the member wants a different, more costly floor pattern than what the co-op provides, the additional cost will be paid by the member.

If kitchen flooring was damaged due to member negligence, the member will be charged.

If a member wants a new floor regardless of the condition of the existing one, he/she may select an approved licensed contractor and submit a Request to Alter Dwelling form for approval.

D. BATHROOM

1. Bathroom vanities are the responsibility of the member and will be replaced at member's expense. This will require a Request to Alter Dwelling form to be submitted.
2. Except for the window sills (which are vinyl and do not require paint) use either a water-based gloss or semi-gloss enamel paint on walls & ceiling.
3. Do not paint the plastic or ceramic tile around the bathtub, or the tub itself.
4. Do not install any permanent floor covering without prior written approval from the office. If you do, it may be removed at your expense.
5. Do not attach towel racks, hooks, or shelving to the door. Doing so will result in a cost to the member to replace.
6. All members are issued a toilet plunger for cleaning slow and clogged toilets. If maintenance only plunges the toilet to clear, then there will be a fee.
7. Do not put anything other than human waste and toilet paper down the toilet, i.e., do not flush wipes, feminine products or sanitary napkins. Stoppages caused by misuse will be billed to the member.
8. All windows should have a waterproof curtain to keep water off window cranks and internal crank assembly. Replacement of these windows due to the failure of curtain use will result in a bill to the member. Replacement of bathroom glass pane windows is approximately \$150.00. The Board of Directors passed the installation of glass block windows in bathrooms for members who prefer them. The cost to the member for the glass block window is approximately \$350.00. These rates may increase in the future.

E. LIVING ROOM, DINING ROOM AND BEDROOMS

1. Do not use oil-based paints as they will not adhere to the latex-based paint and will peel. Use water-based gloss, semi-gloss, or flat paint on walls & ceiling.
2. Use latex-based enamel on door frames.
3. Do not paint, varnish, or stain the oak window frames. If they become discolored or faded, please call the office and ask that they be refinished. There may be a charge if the problem is determined to have been caused by the member's negligence such as water damage from windows being left open.
4. Members are responsible for floor stains caused by chemicals, water, urine or other spilled liquids. Repairs thereto or replacement thereof will be charged to the member.
5. When any fixtures attached to the wall or ceiling by the member are removed, the wall and ceiling must be restored to their original state at the member's cost.
6. Our buildings are strong enough to accommodate water beds. However, all costs resulting from water damage will be borne by the member. This includes any damage to an adjacent unit.
7. Damaged doors will be repaired or replaced at the member's expense. Examples: Shoe, tie, towel racks, shelving, mirrors, hooks, holes, scratches, and damage from carpets.

F. ALTERATIONS AND REDECORATING

1. Request permission to make permanent structural improvements by submitting a Request to Alter Dwelling form. Include any additional information, e.g., drawings. No work may be started until you have received written approval back from management.
2. If wooden or synthetic paneling, cork, tile, wallpaper, contact-type paper, textured paints of any type, or dark decorative colors have been applied to the walls of a unit, the member must restore the walls to their original state before move-out (unless the buyer agrees in writing to allow the item(s) to remain and accepts future responsibility for restoration as stated above).

3. Any contractor or individual hired by a member must have certificates of general liability and workers compensation insurance on file with the cooperative office, and be on the Village's approved contractor list.
4. General painting, hanging of blinds, drapes, pictures, use of throw rugs or area rugs are considered acceptable decorative changes that do not require a Request to Alter Dwelling form. You cannot use peel-and-stick tiles or paint floors as these would result in a charge to the member to restore to the original condition. Approval is required to do refinishing of floors.

G. SMOKE DETECTORS/CARBON MONOXIDE DETECTORS

The intermittent chirps of either smoke or CO detector usually indicate a bad or low battery. Call the office for maintenance to check. A constant LOUD screech usually indicates a warning and should involve a quick investigation and leaving unit if required. Notify fire department if smoke or fire is seen.

Members should regularly test each detector to ensure that the device is operable. Inform the office immediately of any defects, malfunction or failure of the smoke detector(s)/carbon monoxide detector. Do not tamper with or disconnect any smoke alarm/carbon monoxide detector provided on the premises. If maintenance finds that a smoke or carbon monoxide detector has been disconnected, a warning letter will be sent to the member. Additional violations can result in fines.

Maintenance will change members smoke and carbon monoxide detector batteries 1x per year. Members will receive notification of when we will be out to change the batteries which is usually done during the furnace clean and checks.

H. PETS

1. Dogs and Cats
 - a. Except as noted in subparagraph (b) below, dogs are not permitted.
 - b. If a member wishes to pet-sit a dog or cat, he/she must notify the office ahead of time. Under no circumstances is a visiting dog or cat to be left leashed outside and unattended. **The fourteen day limit** may be extended at the discretion of management.
 - c. Two house cats are permitted per unit.

- d. The cats must be neutered. (Female - spayed; Male - castrated)
- e. Remember, these are house cats. They are not permitted outside unless they are leashed. Neglect or nuisance, including noise or odor will be treated as a violation of the House & Grounds Rules. Resolution of the problem may include a fine or removal of the cats.

2. Other animals

- a. The following animals are also permitted on Area J property.
 - 1. Two small caged birds (chickens, ducks and turkeys are not permitted).
 - 2. Fish in an aquarium. Damage caused by a leaking aquarium will be borne by the member.
 - 3. Caged hamsters, rabbits, gerbils and guinea pigs (limit 2 of any combination).
 - 4. Chameleons (limit 2)
- b. The following animals and insects are not permitted on Area J property.
 - 1. No four legged reptiles or exotic animals
 - 2. No horses, mules or other large animals
 - 3. No snakes
 - 4. No Tarantulas or other exotic insects.

I. Hoarding, Squalor, and Waste

It is a violation of these Rules for a member to neglect his/her unit to such a degree that it deteriorates into a state of squalor. For purposes of these Rules, "squalor" shall be defined as the prevalence of such unhealthy, unsafe, unclean and/or unsanitary conditions that the unit is no longer able to function as a viable living space. By way of illustration only, and not by way of limitation, violations may include: accumulating excessive filth, dirt, grime, grease, mold, mildew, rubbish, foul odor(s) and/or pests; "hoarding" of items that would have little or no reasonable value to others (e.g., papers, notes, flyers, newspapers, clothes) to such a degree that the unit becomes severely cluttered and unsafe; painting over heat vents and cold air returns, or allowing them to become clogged by filth; failing to properly care for pets (by changing litter boxes or otherwise), leading to pet urine

and/or feces throughout the unit; leaving pet food out to rot and attract insects; or smoking and burning candles to such a degree that tar or smoke accumulate on the walls.

It is a violation of these Rules for a member to commit waste in and upon his/her unit. For purposes of these Rules, "waste" shall be defined as an abuse or destructive use of the premises which leads to its material alteration, deterioration, or devastation. By way of illustration only, and not by way of limitation, violations may include: breaking or cracking windows; putting large holes in the walls; damaging doors; damaging plaster walls and/or ceilings; damaging the floor finish or carpets; unauthorized altering of electric wiring; unauthorized altering of the heating/ventilation/air conditioning system; or unauthorized altering of plumbing.

Upon the member's first unit inspection, if it is found that the member is in violation of any aspect of the Hoarding, Squalor, and Waste amendment of May 22, 2012, the member will have thirty (30) days to correct said violation or a fine will be assessed in the amount of one hundred (\$100) dollars. The member will then be given another thirty (30) days to cure. If upon the second inspection the member fails to comply, the fine will be doubled and a hearing set with the Hearing Committee and another thirty (30) days will be given to correct said violation. If after ninety (90) days all attempts to procure the violation have failed the matter will be turned over to the attorney.

SECTION 5. NOISE AND DISTURBANCE

- A.** No member, including his/her fellow occupants, guests, licensees, agents, employees, contractors, or pets, may annoy, harass, disturb, or to otherwise interfere with the rights, conveniences, peace, quiet, or comforts of any other person lawfully upon Area J property. Prohibited conduct includes, but is not limited to, creating or permitting excessive noise and commotion; using or permitting profane, obscene or vulgar language; and engaging in or permitting lewd, boisterous, loud or unseemly behavior.

- B.** Please be considerate of your neighbors; if you are not listening to your music/t.v., please turn it off. Remember, your taste in music is not necessarily your neighbors taste in music. Therefore, do not operate, or permit the operation of, any device if it will disturb another member at anytime, but especially between the hours of 9 p.m. and 9 a.m. These include the following:
 - 1. Musical instruments
 - 2. Phonographs, stereos, CD players
 - 3. Television sets, DVD players, Blue-Ray players
 - 4. Short-wave sets
 - 5. Two-way radios (including Citizen's Bands, walkie-talkies, etc.)

6. Motors not attached to domestic electrical appliances
 7. Lawn mowers, trimmers, blowers
 8. Any noise-making device or activity which breaches the peace.
- C.** A complaining member must first make reasonable efforts to resolve the complaint with an offending member. If those efforts fail, the member may submit the complaint to the office for inquiry and appropriate action. The complaint must be in writing and contain sufficient detail to assist in the inquiry.
- D.** Noise and disturbance complaints registered with the office will result in a warning to the offender. Repeated offenses will go to the Hearing Committee for specific action that could result in termination of membership.

SECTION 6. MAINTENANCE AND EMERGENCY SERVICES

A. REGULAR MAINTENANCE

We encourage all members to promptly report any maintenance issues. Regular Maintenance is scheduled throughout the week on a priority basis, therefore appointments cannot be made. Calling in a request for maintenance that generates a work order is giving our maintenance crew permission to enter your unit. This permission to enter will be valid for 5 working days from date of work order request. The following shows the most common requests performed at NO CHARGE unless member is found at fault:

- Heating or A/C issues
- Electrical outlet, switches and lights
- Sewer backups
- Water in basements
- Hot Water Heater issues
- Leaky faucets DELTA ONLY (We will repair or replace as determined).
- Clogged drains throughout the unit
- Toilet issues (Remember to try to plunge to avoid charges).
- Standard shower head
- Tub re-caulking
- Issues with doors (non-member generated issue)
- Windows (non-member generated issues)
- Leaky roofs
- Gutter or downspout cleaning or repairs
- Tuck pointing of brick exterior and general maintenance of structure

- Weekly extermination inside only
- Concrete and porch repairs
- Antenna repair of Co-Op supplied antenna system ONLY!
- Porch light fixtures Co-Op standard and not the bulbs
- Loose railing or steps
- Plaster issues within unit (non-member generated)

B. ADDITIONAL MAINTENANCE

This work can be done at the current fee/hourly fee on an as-time permits basis:

- New outlets for kitchen & bathroom
- New light fixtures*
- New registers/cold air return*
- Installation of new Delta ONLY faucets *
- Repair/replace window or door screens
- Install interior doors.*
- Changing of locks
- Gas pipe for appliance reversal
- Kitchen sinks or strainers. *
- New counter tops
- Non-standard vanity tops purchased by member
- Installation of new medicine cabinet or vanity
- Toilet seats
- Grab bars
- Bath exhaust fans with heat lamps
- New dryer vent hook up. (Parts are available through office.)
- Replace existing ceiling fans
- Install additional stair rails
- Install hose stands and bibs.
- Trim bushes or shrubs
- Re-seed lawn areas
- Spray for weeds or vegetation control

Please Note: Any repairs to additions will be a charged to the member.

A current up-to-date improvement price list is available at the office.

*Asterisked items may not have a charge due to age and condition, as determined by maintenance.

C.**MAINTENANCE EMERGENCY SERVICE****Emergency
Type****Regular Hours
8:30 am – 5pm
Monday-Friday****After Hours
5pm – 8am
Anyday****Weekends
Holidays
24 Hours**

Smoke or fire outside or in ANY Area J unit	Call Fire Department 708-748-5605 or 911	Call Fire Department 708-748-5605 or 911	Call Fire Department 708-748-5605 or 911
Gas Odor	Call Nicor 1-888-642-6708 and office	Call Nicor 1-888-642-6708	Call Nicor 1-888-642-6708
CO or Smoke Detector screeching	Call 911...Exit Unit	Call 911...Exit Unit	Call 911...Exit Unit
Any criminal Activity	Call 911 or Police at 708-748-4700 Do not call office! This delays police response	Call 911 or Police at 708-748-4700	Call 911 or Police at 708-748-4700
NO Heat or Air Conditioning	Call maintenance at 708-481-9575	Call 708-481-9575 Answering Service will forward to on call maintenance.	Call 708-481-9575 Answering Service will forward to on call maintenance.
Complete Electrical failure in unit.(no power anywhere after main breaker is checked)	Call ComEd at 1-800-334-7661 and notify office 708-481-9280	Call ComEd at 1-800-334-7661 Inform office next day.	Call ComEd at 1-800-334-7661 Inform office next day.
Raw Sewage in basement from drain back up	Call maintenance at 708-481-9575	Call 708-481-9575 Answering Service will forward to on call maintenance.	Call 708-481-9575 Answering Service will forward to on call maintenance.
Toilet, Sink , Tub blockage	Make several attempts to plunge. If blockage remains call maintenance 708-481-9575	Call 708-481-9575 Answering Service will forward to on call maintenance for Toilets ONLY!!	Call 708-481-9575 Answering Service will forward to on call maintenance for Toilets ONLY!!
No hot water. You attempted to relight pilot per instructions on front of tank before calling	Call maintenance at 708-481-9575	Call 708-481-9575 maintenance in the morning	Call 708-481-9575 Answering Service will forward to on call maintenance.
Storm Water flooding during rain storm	Nothing can be done by Co-Op	Nothing can be done by Co-Op	Nothing can be done by Co-Op
<u>Locked OUT</u>	Co-Op can not assist Call a locksmith or have spare key with a friend	Co-Op can not assist Call a locksmith or have spare key with a friend	Co-Op can not assist Call a locksmith or have spare key with a friend

D. PREVENTIVE MAINTENANCE:

The following tasks a member can/should do to help maintain his/her unit:

- Change batteries in digital thermostat (Failure will cause loss of programs and failure of the heat or cooling system to operate)
- Change light bulbs that fail to assure an electrical issue before calling maintenance.
- Assure windows are closed when raining to prevent water damage to sills and operators.
- Change furnace filters with standard fiberglass. (No pleated or allergenic types).
- Wash rear porch and lattice with a water /bleach solution and spray for dirt removal. Deck Bright may also be used. (Home Depot, Menards and Lowes).
- Ants or insects outside you may use AMROD or HOME DEFENCE around the foundation.
- Skunk odor can be reduced quickly by using air freshener and placing them by the cold air return. Turn on your furnace fan, (FAN ON POSITION) and open windows slightly to allow circulation. Open upstairs bath windows and turning on the exhaust fan will increase air volume and assist in the dissipation of odor.
- Make sure garbage lids are tight. Recycle bins have no food in them. Do not leave food sources where animals can easily find and access them.
- Prevent basement water leaks by assuring downspouts are attached. When doing a flower garden be sure the dirt is up to and sloped away from the foundation.

E. EXTERMINATING SERVICE

The exterminator comes once a week and will only exterminate inside the unit. A work order must be called into the office letting us know what type of pest and what rooms you want treated. A maintenance man will accompany the exterminator to your unit. The exterminator will not leave poisonous bait traps for mice in any unit that has small children or animals; sticky and snap traps will be used instead. They will trap mice, exterminate for ants, spiders, German cockroaches, water bugs, centipedes, camel crickets, etc. This service is free of charge to our members, unless, you request services for bed bugs, fleas and lice. This is an added cost to the member, to be determined by the exterminating company. They will not spray outside and they do not exterminate carpenter ants. Termites and carpenter ants are taken care of by the Co-op.

SECTION 7. IMPROVEMENTS BY APPROVED CONTRACTORS

The following improvements can be done by approved contractors with liability and workers compensation insurance, and are licensed by the Village of Park Forest:

- New cabinets
- New counter tops
- Dishwasher hook up
- Kitchen wall removal
- Installation of ceiling fans
- Installation of GFI outlets on the porches
- Installation of electrical outlets other than kitchen & bathroom
- Installation of basement glass block windows
- Chair lifts
- Floor sanding
- Second bathroom (on 1st floor or basement)
- Basement remodeling
- Garages (at units on Krotiak that have existing driveways)
- Additions

A Request to Alter Dwelling form must be approved by Management before beginning any work.

SECTION 8. INCORPORATION - SEVERABILITY

The provisions of these rules and regulations are severable. In the event any word, phrase, section, provision, sentence or paragraph is held to be invalid, unlawful, or unconstitutional, the rest of these regulations shall remain in full force and effect.

SECTION 9. H06 CONDO INSURANCE

All members are required to bring in/fax a current H06 Condo Insurance policy to the office. Every member must have this insurance coverage to protect their personal belongings. The cooperative's insurance covers only the structure of each unit. The member's policy should include Building Property – Coverage A, Personal Property – Coverage B, General Liability, and medical payments.

SECTION 10. SENIOR CITIZEN EXEMPTION/SENIOR FREEZE EXEMPTION

Starting in February of each year, all senior members should apply for the Senior Citizen Tax Exemption at the Rich Township Assessor's office in Richton Park. The qualifications to receive a refund each year for the Senior Citizen Exemption are that you were age 65 or older in the previous year, and that you lived in your unit as of January 1, of the year for which you are applying.

If a senior member's total household income is under \$55,000/year (this figure may change year to year) you may also qualify for the Senior Freeze Exemption. This refund is in addition to your Senior Citizen Tax Exemption refund. The Freeze form must be notarized. We offer this service free to Area J members.

Please stop by the Co-op office for papers, e.g., current property tax bill, required by the Assessor's office.

SECTION 11. ADDITIONAL INFORMATION

A. BEAUTIFICATION AWARDS

The annual budget permitting, the co-op gives beautification awards to those members whose exteriors best exemplify above average care and maintenance as demonstrated by:

- Well maintained lawns, i.e., grass is cut and trimmed, sidewalks cleaned.
Note: It is not necessary for the grass to be green.
- Well trimmed shrubs
- Nothing stored in the window wells
- No ivy on the walls
- No saplings in the window wells or next to the foundation
- Clutter free porches
- Flowers
- Weed-free gardens and patios

Committee members will survey the area in the summer to decide which units have earned the awards.

B. CONCERN FOR NEIGHBORS

We encourage all members to look out for their neighbor's well-being. This is especially true for older, handicapped, sick or injured members.

You can show your concern by reacting to what may sound like a neighbor falling; by contacting a neighbor whom you haven't seen or heard in a day or so; by cutting their grass or shoveling their sidewalk; by responding to a smoke/CO detector, or in countless other ways that show you care.

C. NEIGHBORHOOD WATCH

The Neighborhood Watch is an effective crime prevention program which involves the active participation of citizens in cooperation with law enforcement to reduce crime in their communities. It substantially reduces residential burglary and other crimes, because a good neighbor is one of the most effective crime prevention tools ever invented.

A Neighborhood Watch involves:

- Neighbors getting to know each other and working together to maintain a system of surveillance over one another's property, children, etc.
- Informing citizens how to recognize and report suspicious activities in progress accurately and immediately.
- Creating communication links between the community and the police through newsletters and crime prevention presentations.
- Posting signs and stickers, creating physical barriers and psychological barriers for criminals.
- Developing a partnership between the Park Forest Police Department and the residents of Park Forest.

Why Neighborhood Watch?

- There cannot be a law enforcement officer on every corner in Park Forest. Citizen involvement is essential to combat crime.
- You and your neighbors are the ones who really know what is going on in your community.
- By cooperating with each other and the police, people can help fight crime in their community in the most effective way-before it begins!

See the office for more information

AMENDMENT TO HOUSE & GROUNDS RULES

SECTION 4.0, Page 22 & 23

Amended August 24, 2021

NOTICE TO MEMBERS

The Board of Directors passed an amendment to the Pet Rule.

H. PETS

1. DOGS AND CATS

- a) *Except as noted in subparagraph (b) below, dogs are NOT permitted at Area J. NO MEMBER can pet-sit for any allotted time.*
- b) *In accordance with the Fair Housing Act, Emotional Support Dogs and Service Animals are allowed. Members MUST seek approval from management before bringing any service animal(s) or emotional support dog(s)/pet(s).*
- c) *Members are responsible for informing their guest(s) on all rules concerning Area J. Members will be responsible for guest violations.*
 - *To qualify under Fair Housing Statues, a member must have a qualifying disability.*
 - *Members must submit a written request by contacting the management office. Reasonable Accommodation Verification Forms will be provided by the office and must be filled out by your physician and faxed back to the office.*
 - *If a qualifying approved member compromises the safety of other members or their property; or if the pet poses a danger to other members, according to the Fair Housing Act, the member will forfeit their waiver of the "no pet" policy.*
- d) *Two house cats are permitted per unit.*
- e) *The cats must be neutered (Female-spayed; Male-castrated)*
- f) *Remember, these are house cats. They are not permitted outside unless they are leashed. Neglect or nuisance, including noise or odor, will be treated as a violation of the House & Grounds Rules. Resolution of the problem may include a fine or removal of the cats.*

Please add this sheet to your House and Grounds Manual.

AMENDMENT TO HOUSE & GROUNDS RULES

SECTION 4.0, Page 22

Amended October 19, 2021

NOTICE TO MEMBERS

The Board of Directors passed an amendment to the Smoke Detectors/Carbon Monoxide Detectors Rule.

G. Smoke/Carbon Monoxide Detectors

The intermittent chirps of either smoke or CO detectors usually indicate a bad or low battery. After ten (10) years of the unit installation, the unit will "chirp" two times every 30 seconds. This is an "operational end of life" feature which will indicate that it is time to replace the alarm. Inform the office immediately of any defects, malfunction or failure of smoke detector(s)/carbon monoxide detector.

Members should regularly test each detector to ensure that the device is operable. TESTING: Test your alarm by pressing the test button until the unit chirps, then release the test button. The unit will then emit 2 sets of three slow beeps.

Do not TAMPER with or DISCONNECT any smoke/carbon monoxide detector provided on the premises. If maintenance finds that a smoke or carbon monoxide detector has been disconnected violations can result in fines.

Maintenance will test the 10-year smoke/carbon monoxide detector 1x per year. Members will receive notification of when we will be out to test & or change the unit.

Please add this sheet to your House and Grounds Manual.

**PARK FOREST COOPERATIVE III
BY-LAWS
As Amended April 23, 2008**

ARTICLE I. NAME & LOCATION OF CORPORATION

ARTICLE II. PURPOSE

ARTICLE III. MEMBERSHIP

- Sec. 1. Eligibility
- Sec. 2. Application for Membership
- Sec. 3. Members
- Sec. 4. Membership Certificates
- Sec. 5. Lost Certificates
- Sec. 6. Lien
- Sec. 7. Transfer of Membership
- Sec. 8. Termination of Membership For Cause

ARTICLE IV. MEETINGS OF MEMBERS

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

ARTICLE V. DIRECTORS

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

ARTICLE VI.

- Sec. 1.
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- Sec. 7.

OFFICERS

- Designation
- Election of Officers
- Removal of Officers
- President
- Vice President
- Secretary
- Treasurer

ARTICLE VII.

- Sec. 1.
- Sec. 2.
- Sec. 3.
- Sec. 4.

MEMBERSHIPS AND OCCUPANCY AGREEMENTS

- Authorized Memberships and Occupancy Agreements
- Adjusted Par Value of Membership
- Value of Improvements
- Non-Speculation on Sales of Memberships

ARTICLE VIII.

AMENDMENTS

ARTICLE IX.

CORPORATE SEAL

ARTICLE X.

FISCAL MANAGEMENT

- Sec. 1.
- Sec. 2.
- Sec. 3.
- Sec. 4.
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- Sec. 6.

- Fiscal Year
- Books and Accounts
- Auditing
- Inspection of Books
- Execution of Corporate Documents
- Association with Other Cooperatives

ARTICLE I

NAME AND LOCATION OF CORPORATION

SECTION 1. The name of this Corporation is Park Forest Cooperative III. Its principal office is located at 294 Lakewood Blvd. , Park Forest, Illinois 60466.

ARTICLE II

PURPOSE

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

ARTICLE III

MEMBERSHIP

SECTION 1. Eligibility. Any natural person approved by the Board of Directors shall be eligible for Membership provided that he or she executes an Occupancy Agreement in the usual form employed by the Corporation covering a specific unit in Park Forest Cooperative III, located in Park Forest, Illinois (and hereinafter sometimes referred to as the "CORPORATION".)

SECTION 2. Application for Membership. Application for Membership shall be presented in person on a form prescribed by the Board of Directors, and all such applications shall be acted upon within a reasonable amount of time.

SECTION 3. Members. The Members shall consist of such natural persons who have been approved for Membership by the Board of Directors and who have paid for their Membership and received a Membership Certificate. One Membership Certificate will be issued per unit. Said Membership will be divided fractionally according to the number of persons signing the Occupancy Agreements.

SECTION 4. Membership Certificates. Each Membership Certificate shall state that the Corporation is organized under the laws of the State of Illinois, the name of the registered holder of the Membership represented thereby, the Corporation lien rights as against such Membership as set forth in this Article, and the preferences and restrictions applicable thereto, and shall be in such form as shall be approved by the Board of Directors. Membership Certificates shall be consecutively numbered, bound in one or more books, and shall be issued therefrom upon certification as to full payment. Every Membership Certificate shall be signed by the President or Vice President, and the Secretary, and shall be sealed with the corporate seal.

SECTION 5. Lost Certificates. The Board of Directors may direct a new Certificate to be issued in place of any Certificate previously issued by the Corporation and alleged to have been destroyed or lost, upon the making of an affidavit of that fact by the person(s) claiming the share Certificate to be lost or destroyed. When authorizing such issuance of a new Certificate, the Board of Directors may, in its discretion, and as a condition precedent to the issuance thereof, require the registered owner of such lost or destroyed Certificate, or his/her legal representative, to advertise the same in such manner as the Board of Directors shall require and to give the Corporation a bond in such sum as the Board of Directors may require as indemnity against any claim that may be made against the Corporation.

SECTION 6. Lien. The Corporation shall have a lien on the outstanding Memberships and Occupancy Agreements in order to secure payment of any sums which shall be due or become due from the holders thereof for any reason whatsoever.

SECTION 7. Transfer of Membership. Except as provided herein, Membership shall not be transferable and, in any event, no transfer of Membership shall be made upon the books of the Corporation within ten (10) days preceding the annual meeting of the Members. A fee shall be assessed for all transfers of Membership to compensate the Corporation for the processing of the transfer.

- (a) Death of a Member. If, upon the death of a Member, Membership in the Corporation passes by will or intestate distribution to the Member's immediate family, such legatee or distributee may, by assuming in writing the terms of the Occupancy Agreement, within sixty (60) days after Member's death, and paying all amounts due there-under, become a Member of the Corporation; however, not without prior approval of the Corporation. If a Member dies and an obligation is not assumed in accordance with the foregoing, then the Corporation shall have an option to purchase the Membership from the deceased Member's estate in the manner provided in paragraph (b) of this Section, written notice of the death being equivalent to notice of intention to withdraw. If the Corporation does not exercise such option, the provisions of paragraph (c) of this Section shall be applicable, the references to "Member" therein to be construed as references to the legal representative of the deceased Member.
- (b) Option of Corporation to Purchase. If the Member desires to leave the Corporation, he shall notify the Corporation in writing of such intention and the Corporation shall have an option for a period of thirty (30) days commencing the first day of the month following the giving of such notice, but not the obligation, to purchase the Membership, together with the Member's Occupancy Agreement, at an amount to be determined by the Corporation (which determination shall be conclusive and binding on the Member) as representing:
 - (i) The adjusted par value of the Membership and Occupancy Agreement as defined in Section 2 of Article VII hereof;
 - (ii) Plus, in any case where there have been improvements made to the dwelling unit involved, in compliance with the provisions of Section 3 of Article VII hereof, the value of such improvements to the dwelling unit involved as of the time of the purchase by the Corporation;
 - (iii) Less, any amounts due by the Member to the Corporation.

The total of the foregoing items (i) and (ii) is hereinafter called the "Option Value." The purchase by the Corporation of the Membership and Occupancy Agreement will immediately terminate the Member's rights and the Member shall forthwith vacate the premises.

As used in the By-Laws, the term "amounts due by the Member to the Corporation" shall include the following amounts (the determination of such amounts by the Corporation to be conclusive):

- (1) any amounts due the Corporation from the Member under the Occupancy Agreement;
 - (2) the cost or estimated cost of necessary repairs, maintenance or replacements which are required by the Occupancy Agreement and which the withdrawing Member failed to effect;
 - (3) the cost or estimated cost of making the dwelling unit readily saleable and suitable as a dwelling unit for another occupant, including the cost or estimated cost of such painting, redecorating, floor finishing and the making of such replacements and repairs as are deemed necessary by the Corporation;
 - (4) the service fee for resale of the Membership as determined under Section 4(b) of Article VII; and,
 - (5) in addition to the foregoing, the Corporation shall have the right to retain the entire Membership price paid by the Member to the Corporation in any case where less than one (1) year shall have elapsed between the commencement of such withdrawing Member's occupancy of a dwelling unit of the Corporation and the effective date of termination of such occupancy.
- (c) Procedure Where Corporation Does Not Exercise Option. If the Corporation waives in writing its right to purchase the Membership and Occupancy Agreement under the foregoing option, or if the Corporation fails to exercise such option within the thirty (30) day period, the Member may sell his/her Membership to any person who has been duly approved by the Corporation as a Member and occupant.

If the Corporation agrees, at the request of the Member(s), to assist the Member(s) in finding a purchaser, the Corporation shall be entitled to charge the Member(s) a fee it deems reasonable for this service. When the transferee has been approved for Membership and has executed the

prescribed Occupancy Agreement, the retiring Member(s) shall be released of his/her obligations under his/her Occupancy Agreement, provided he/she has paid all "amounts due by the Member(s) to the Corporation" to date.

The Corporation shall have the right to retain the entire Membership price paid by the Member(s) to the Corporation in any case where less than one (1) year shall have elapsed between the commencement of such withdrawing Member's occupancy of a dwelling unit of the Corporation and the effective date of termination of such occupancy.

SECTION 8. Termination of Membership for Cause. In the event the Corporation has terminated the rights of a Member(s) under the Occupancy Agreement, the Member(s) shall be required to deliver promptly to the Corporation his/her Membership Certificate and his/her Occupancy Agreement, both endorsed in such manner as may be required by the Corporation. The Corporation shall thereupon at its election either (1) repurchase said Membership at its adjusted par value (as hereinafter defined) or the amount the retiring Member(s) originally paid for the acquisition of his/her Membership Certificate, whichever is the lesser, or (2) proceed with reasonable diligence to effect a sale of the Membership to a purchaser and at a sales price acceptable to the Corporation. The retiring Member(s) shall be entitled to receive the amount so determined, less the following amounts (the determination of such amounts by the Corporation to be conclusive):

- (a) any amounts due to the Corporation from the Member(s) under the 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 dwelling unit in suitable condition for another occupant(s); and,
- (c) legal and other expenses incurred by the Corporation in connection with the default of such Member(s) and the resale of his/her Membership. In the event the retiring Member(s) for any reason should fail for a 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 a new purchaser.

ARTICLE IV

MEETINGS OF MEMBERS

SECTION 1. Place of Meetings/Roberts Rules of Order. Meetings of the Membership shall be held at the principal office or place of business of the Corporation or at such other suitable place convenient to the Membership as may be designated by the Board of Directors. Meetings of the Corporation shall be conducted as specified in these By-laws and Roberts Rules of Order.

SECTION 2. Annual Meetings. The Annual Meetings of the Members shall be held in each year on the fourth Wednesday of the month of April, or in the event that day is a legal holiday, on the first day thereafter which is not a legal holiday. At each annual meeting there shall be elected by ballot of the Members, a Board of Directors in accordance with the requirements of Section 3 of Article V of these By-Laws. The Members may also transact such other business of the Corporation as may properly come before them.

SECTION 3. Special Meetings. It shall be the duty of the President to call a special meeting of the Members as directed by resolution of the Board of Directors or upon a petition signed by twenty (20) percent of the Members having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the Members present, either in person or by proxy.

SECTION 4. Notice of Meetings. It shall be the duty of the President, or, upon his failure or neglect, then of the Secretary or any officer or Member, to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at his address as it appears on the Membership of the Corporation, or if no such address appears, at his last known place of address, at least five (5) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice of service.

SECTION 5. Quorum. The presence, either in person or by proxy, of at least fifteen (15) percent of the Members of record of the Corporation shall be requisite for, and shall constitute a quorum for the transaction of business at all meetings of Members. If the number of Members at a meeting drops below the quorum and the question of lack of quorum is raised, no business may thereafter be transacted.

SECTION 6. Adjourned Meetings. If any meeting of Members cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may, except as otherwise provided by law, adjourn the meeting to a time not less than seven (7) days from the time the original meeting was called, at which subsequent meeting the quorum requirement shall be ten (10) percent.

SECTION 7. Voting. At every meeting of the Members, the signatories of the Occupancy Agreement for each residential unit shall be entitled to cast a total of one (1) vote which may be distributed fractionally according to the number of persons signing the Occupancy Agreement if all are present in person. The vote of the majority of those present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Articles of Incorporation or of these By-Laws, a different vote is required, in which case such express provision shall govern and control. No Member shall be eligible to vote or to be elected to the Board of Directors who

is shown on the books or management accounts of the Corporation to be more than thirty (30) days delinquent in payment due the Corporation under his/her Occupancy Agreement.

SECTION 8. Proxies. A Member may appoint as his/her proxy any other Member. In no case may a Member cast more than one (1) vote by proxy in addition to his/her own vote. Any proxy must be filed with the Secretary before the appointed time of each meeting.

SECTION 9. Order of Business. The order of business at all meetings of members shall be as follows: (a) Roll Call; (b) Proof of notice of meeting or waiver of notice; (c) Reading of minutes of preceding meeting; (d) Reports of officers; (e) Report of committees; (f) Election of inspectors of election; (g) Election of directors; (h) Unfinished business; and (i) New business. In the case of special meetings, items (a) and (b) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

ARTICLE V DIRECTORS

SECTION 1. Number and Qualification. The affairs of the Corporation shall be governed by a Board of Directors composed of five (5) persons, which number may be increased to a maximum of seven (7) persons by action duly taken at a Membership meeting. All the Directors shall be Members in good standing of the Corporation.

SECTION 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Corporation and may do all such acts and things as are not by law or by these By-Laws directed to be exercised and done by the Members. The powers of the Board of Directors shall include, but not be limited to:

- (a) the acceptance or rejection of all applications for Membership and admission to occupancy of a dwelling unit in the cooperative, either directly or through an authorized representative;
- (b) the establishment of monthly carrying charges prescribed in the Occupancy Agreement, based on an annual operating budget formally adopted by such Board;
- (c) the authorization, at their discretion, of patronage refunds from residual receipts when and as reflected in the annual report;
- (d) the promulgation of such rules and regulations pertaining to the use and occupancy of the premises as may be deemed proper and which are consistent with these By-Laws, and the Articles of Incorporation and;

- (e) the termination of Membership and occupancy rights for cause in accordance with the Occupancy Agreements and these By-Laws.

SECTION 3. Term of Office. Each Director shall be elected to serve a term of three (3) years.

SECTION 4. Vacancies. Vacancies in the Board of Directors, caused by any reason other than the removal of a Director by a vote of the Membership, shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected by the Members at the next annual meeting to serve out the unexpired portion of the term.

SECTION 5. Removal of Directors. At any annual or special membership meeting duly called, any one or more of the Directors may be removed with or without cause by a two-thirds (2/3) vote of those present or represented by proxy, and a successor(s) may then and there be elected to fill the vacancy(ies) thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting. The term of any Director who becomes more than thirty (30) days delinquent in payment of his/her carrying charges shall be automatically terminated and the remaining Directors shall appoint his/her successor as provided in Section 4, above.

SECTION 6. Compensation. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to a Director for services performed by him/her for the Corporation in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken. A Director may not be an employee of the Corporation.

SECTION 7. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

SECTION 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Board of Directors, but at least four (4) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone or e-mail, at least three (3) days prior to the day named for such meeting.

SECTION 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or e-mail, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

SECTION 10. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board

shall be a waiver of notice by him/her of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 11. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION 12. Fidelity Bonds and Indemnification. The Board of Directors shall require that all officers and employees of the Corporation handling or responsible for corporate or trust funds shall be furnished with adequate fidelity bonds. The premiums on such bonds shall be paid by the Corporation. Every Director of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be made a party, or in which he/she may become involved, by reason of his/her being or having been a Director of the Corporation, or any settlement thereof, whether or not he/she is a Director at the time such expenses are incurred, except in such cases wherein the Director is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director may be entitled.

ARTICLE VI

OFFICERS

SECTION 1. Designation. The principal officers of the Corporation shall be a President, one or more Vice Presidents, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint an Assistant Secretary and an Assistant Treasurer, and such other officers as in their judgment may be necessary.

SECTION 2. Election of Officers. The officers of the Corporation shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

SECTION 3. Removal of Officers. Upon an affirmative vote of a majority of the Members of the Board of Directors, any officer may be removed, either with or without cause, and his/her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

SECTION 4. President. The President shall be the chief executive officer of the Corporation. He/she shall preside at all meetings of the Members and of the Board of Directors. He/she shall have all of the general powers and duties which are usually vested in the office of President of a Corporation, including but not limited to the power to appoint committees from

among the Membership from time to time as he/she may in his/her discretion decide is appropriate to assist in the conduct of the affairs of the Corporation.

SECTION 5. Vice President. The Vice President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other Member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him/her by the Board of Directors.

SECTION 6. Secretary. The Secretary or Assistant Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members of the Corporation; he/she shall have the custody of the seal of the Corporation; he/she shall have charge of the Membership transfer books and such other books and papers as the Board of Directors may direct; and he/she shall, in general, perform all the duties incident to the office of Secretary.

SECTION 7. Treasurer. The Treasurer or Assistant Treasurer shall have the responsibility for corporate funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Corporation. He/she shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Corporation in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VII

MEMBERSHIPS AND OCCUPANCY AGREEMENTS

SECTION 1. Authorized Membership and Occupancy Agreements.

- (a) The authorized membership of the Corporation shall consist of 387 memberships, and at no time shall more than that number be outstanding. Such Memberships shall all be of one (1) class with a par value of \$200.00 each.
- (b) The Occupancy Agreements shall be of three (3) classes; and the number of units in each class are as follows:

<u>Class</u>	<u>Number in Class</u>
A	289 - Two Bedroom
B	95 - Three Bedroom
C	3 - Four Bedroom

SECTION 2. Adjusted Par Value of Membership.

Whenever the Corporation elects to purchase a Membership and Occupancy Agreement as set forth in Article III, Sections 7 and 8 of these By-Laws, the term "adjusted par value" (which is included as part of the Option Value) shall be understood to mean the

par value of the Membership, as set forth in Section 1 of this Article, plus the amounts applicable under (a) through (e) below:

- (a) The last three selling prices of the unit under consideration.
- (b) The average selling price of similar class units.
- (c) All significant differences (defined as any improvement that cost more than) between the unit under consideration and the units defined under b) above., e.g. chairlift, garage, finished basement, additions, etc.
- (d) Costs the existing and/or prospective member incurs to make the unit sellable i.e. painting, floor refinishing, new kitchen cabinets, glass block windows, etc. (NOTE: This cannot include any costs associated with normal maintenance provided by the cooperative).
- (e) Any outstanding amounts owed by the existing member.

SECTION 3. Value of Improvements.

- (a) With respect to dwelling units where a Member has made improvements or betterments, the following provisions shall be applicable:
 - (i) Such improvements and betterments shall become a part of the real estate owned by the Corporation; and,
 - (ii) Such improvements and betterments shall have been made only with the prior written consent of the Corporation; and,
 - (iii) When such improvements and betterments require any repair, replacement or removal, this shall be done as required by the Corporation at the current Member's expense. This applies even if installed by a previous Member. This is notwithstanding any other provisions of the By-Laws.
- (b) The "value" of the aforesaid improvements and betterments to said dwelling unit (herein referred to as "value of improvements to the dwelling unit"), as of the time of the purchase by the Corporation, shall be the amount determined by the Corporation, which determination shall be conclusive and binding on the Member(s) provided that in no event shall repainting or redecorating be included as an improvement or betterment. The value of improvements to the dwelling unit (determined as aforesaid) is in addition to, and not a part of, the adjusted par value of the Membership.
- (c) These provisions relating to allowing the value of improvements to the dwelling unit (i) shall be applicable only for purposes of determining the price payable by the Corporation in the event it exercises its option to purchase a Membership, together with a Member's right of occupancy; and (ii) shall not be applicable in cases of a default by a Member(s) and termination of his/her Membership and rights of occupancy under his/her Occupancy Agreement.

SECTION 4. Non-Speculation on Sales of Memberships.

- (a) The Corporation shall observe the basic cooperative principle that purchase and sales of Memberships and Occupancy Agreements are not for speculative purposes and that investments in the Corporation by Members are for the purpose of securing a home for their use and benefit. To this end, the policies established by the Corporation shall be designed to discourage and avoid speculation both in the sale and resale of Memberships and Occupancy Agreements by Members or by the Corporation. Accordingly, the Corporation shall resell Memberships and Occupancy Agreements which it acquires at an amount representing:
- (i) The amount paid by the Corporation as the Option Value for such Membership and Occupancy Agreement (as provided in Section 7(b) of Article III):
- PLUS
- (ii) Such amounts as the Corporation may expend to pay the costs of any improvements made in a dwelling unit to facilitate its resale.
- (b) The Corporation may establish from time to time the amount which it deems necessary as a service fee for resale of Memberships and Occupancy Agreements in dwelling units. Such service fee shall be uniform in its application to all withdrawing Members except that it may take into account varying prices and types of dwelling units. Said service fee shall be computed on a basis which is calculated to reimburse the Corporation for its costs in handling re-sales generally without realizing profits from its operations.
- (c) The determination by the Corporation shall be conclusive as to service fees and costs of improvements for the purposes set forth in subparagraphs (a) and (b).

ARTICLE VIII
AMENDMENTS

SECTION 1. Amendments. These By-Laws may be amended by two-thirds vote of the Members voting at any annual or special meeting, provided that a quorum as prescribed in Section 5, Article IV herein, is present at any such meeting. Amendments may be proposed by the Board of Directors or by petition signed by at least twenty (20) percent of the Members. A statement of any proposed amendment shall accompany the notice of any annual or special meeting at which such proposed amendment shall be voted upon.

ARTICLE IX
CORPORATE SEAL

SECTION 1. Seal. The Board of Directors shall provide a suitable corporate seal containing the name of the Corporation, which seal shall be in the charge of the Secretary. If so

directed by the Board of Directors, a duplicate of the seal may be kept and used by the Treasurer or any Assistant Secretary or Assistant Treasurer.

ARTICLE X

FISCAL MANAGEMENT

SECTION 1. Fiscal Year. The fiscal year of the Corporation shall begin on the 1st day of January every year. The commencement date of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

SECTION 2. Books and Accounts. Books and accounts of the Corporation shall be kept under the direction of the Treasurer and in accordance with generally accepted accounting principles. That amount of the carrying charges required for payment on the principal of the long term debt of the Corporation or any other capital expenditures shall be credited upon the books of the Corporation to the "Paid-In Surplus" account as a capital contribution by Members.

SECTION 3. Auditing. At the closing of each fiscal year, the books and records of the Corporation shall be audited by a Certified Public Accountant. Based on such reports, the Corporation will furnish its Members with an annual financial statement including the income and disbursements of the Corporation. The Corporation will also supply the Members, as soon as practicable after the end of each calendar year, with a statement showing each Member's pro rata share of the real estate taxes and mortgage interest paid by the Corporation during the preceding calendar year.

SECTION 4. Inspection of Books. Financial reports, and the Membership records of the Corporation shall be available at the principal office of the Corporation for inspection at reasonable times by any Members.

SECTION 5. Execution of Corporate Documents. With the prior authorization of the Board of Directors, all notes and contracts, including Occupancy Agreements, shall be executed on behalf of the Corporation by any officer of the Corporation, and all checks shall be executed on behalf of the Corporation by any officer of the Corporation or authorized agents.

SECTION 6. Association with Other Cooperatives. The Corporation may become a member of an association of cooperatives who join together for purposes of mutual aid and of advancing the cooperative movement as a means of providing housing for consumers.