

**WELLESLEY TOWNHOUSES COOPERATIVE
RULES AND REGULATIONS**

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WELLESLEY TOWNHOUSES COOPERATIVE RULES AND REGULATIONS

1. ACCOUNTABILITY AND ENFORCEMENT OF RULES:

Cooperative Members understand that in joining the Cooperative they are joining a self-governing community of residents, which is more than a collection of individuals and buildings. Rather, the goal of the Cooperative is to create harmonious and beneficial living arrangements for all of its members, fostering an environment of mutual support. To this end, it is expected that the Cooperative Members will treat each other and the Cooperative with respect and thoughtfulness. Accordingly, it is a violation of the Rules and Regulations for a Member to A) harass or intimidate another Member; B) interfere in anyway with another Member's right to peaceful possession of their unit; or C) act in a manner so as to have a detrimental effect upon any other member or the functioning of the Cooperative.

Members of the Cooperative shall be responsible for the actions of each member of their household and for the actions of each of their visitors. This will include, but is not limited to vandalism, theft, destruction of real or personal property, disturbing the peaceful possession of other Members, and any violation of federal, state, county or local laws and ordinances. Any Member, family members or visitors that commits a criminal violation that is an act of moral turpitude or that is an endangerment to persons or property shall be subject to loss of their Membership and Occupancy.

Pursuant to Article V of the By-Laws, the Board of Directors of Wellesley Townhouses Cooperative has resolved to adopt these Rules and Regulations, and they are fully binding upon all Members, occupants and guests. It is the responsibility of each Member to observe these Rules and Regulation and to make sure these rules are communicated to family member occupants and visitors. Violation of these Rules and Regulation by any Member, family member occupants or visitor constitutes a breach of your Occupancy Agreement and your duties as a member in the Cooperative. Violations based on the severity might result in a written warning, fine, or they may be a basis for the termination of your Membership and Occupancy at the Cooperative.

2. CARRYING CHARGES:

- A. As set forth in each Member's Occupancy Agreement, carrying charges are due on the first day of each month.
- B. On the 6th day of each month, a **late charge** will be assessed and a 7-day notice to quit will be sent to the delinquent member. If the 5th day of the month falls on a Saturday, Sunday, or a holiday where the Management Office is closed this grace period will be extended to the next business day.
 - 1. The late charge for a **first** offense is **\$100.00**
 - 2. The late charge for the **second** and **third** offense within a 12-month period, is **\$150.00**

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3. Any Member who has **four** late payments within a 12-month period, is subject to a **\$150.00** late charge and is subject to the termination of their Membership for failure to comply with the covenants of the Bylaws, Occupancy Agreement and Rules and Regulations.
- C. If a check submitted for payment is returned from the bank unpaid for any reason after a first attempt, a return check fee of \$50.00 will be assessed to your account. Future payments must be made by certified check, cashier's check or money order for one year.
- D. On the 16th day of each month, a court-filing fee will be assessed to the account if the member is still delinquent.
- E. Upon the expiration of the 7-day notice to quit, copies of this notice will be sent to the Cooperative's attorney with respect to any member who remains delinquent.
- F. To avoid a court appearance, additional cost and legal fees, and possible eviction, a member who is delinquent must remit all carrying charges owed to the Cooperative along with late and filing fees as assessed to the Management Office of Wellesley Townhouses Cooperative prior to their scheduled court appearance date.
- G. Members who have a court appearance will be assessed the outstanding carrying charges, late fees, filing fees, court costs and attorney fees associated with each court filing. Sometimes these fines and fees may be assessed after the carrying charges are paid and will be part of your next month's carrying charges and they must be paid by a money order or cashier's check.
- H. **No partial payments will be accepted.** Full payment includes all delinquent carrying charges, late fees, maintenance charges and administrative costs, if any, plus where applicable any filing fees, court costs and attorney fees.
- I. Carrying Charge payments must be mailed or brought to the Management Office. Payments must be in the form of a check, cashiers check, or money order only. **NO CASH WILL BE ACCEPTED AT ANY TIME.** Payments should be made payable to "Wellesley Townhouses Cooperative". Our address is 35661 Smith Road, Romulus, Michigan 48174. If a payment is mailed, the date of the U.S. Postmark on the envelope will determine if the carrying charges are late.

3. DRUGS AND ANY UNLAWFUL ACTIVITY:

Responsibility of membership and continued occupancy includes a member's responsibility to maintain a certain standard of moral conduct on and off the premises, so as to not impair the good name and credibility of the Cooperative to the community. It is

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also a moral duty of the Cooperative to protect its members against association with persons who might be participating in any criminal activities. Therefore, the following rules and regulations are now in effect:

A. Neither a Member nor any of their family member occupants shall engage in, or permit unlawful activities in the Member's unit, in the common areas, or on or off the Cooperative grounds.

B. It shall be a violation of the Rules and Regulation and shall subject a Member of eviction and loss of membership, if the Member engages personally in any unlawful activity in the dwelling unit, in the common areas, on or off the Cooperative premises. Such prohibited activities include but are not limited to:

1. A Member, any member of the household, guest, or other person under the Member's control shall not engage in any "drug related criminal activity" on or near the Cooperative. "Drug related criminal activity" means the illegal manufacturing, selling, distributing, using or possessing with the intent to manufacture, sale, distribute, or use, of any substance defined as a controlled substance under the Control Substance Act;
2. A Member, or any member of the household, will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug related criminal activity. This is regardless of whether or not the individual engaging in the activity is a member of a household or a guest;
3. A Member, any member of their household will not engage in the manufacturing, selling, distributing, using or possessing illegal drugs at any location, whether on or near the Cooperative or otherwise;
3. Any criminal activity by a member, any member of the household, a guest or any other person under the Member's controls that:
 - a. Threatens the health, safety, or right to peaceful enjoyment of the premises by other residents and staff, or
 - b. Threatens the health, safety, or right to peaceful enjoyment of the residences by person residing in the immediate vicinity of the premises.
5. If a member is fleeing to avoid prosecution, or custody or confinement after a conviction, for a crime, or attempt to commit a crime, that is a felony;
6. If the resident is violating a condition of probation or parole under Federal or State law;
7. If a determination is made by the Cooperative, that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right of peaceful enjoyment of the premises by other residents;

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8. If the Cooperative determines that the Member, any occupant of the household, a guest or another person under the control of the Member, has engaged in criminal activity regardless of whether they have been arrested or convicted of such activity.

C. It is a violation of the Occupancy Agreement for a Member or occupant to engage in criminal conduct which would have made them ineligible for membership. That such activity shall constitute a material breach of the Occupancy Agreement and subject to the Member's termination of occupancy.

4. GARBAGE/RUBBISH:

- A. Garbage or rubbish must be secured in a tied plastic garbage bag (other plastic grocery or store bags are not acceptable) and place on the trash sites for pickup on the designated days.
- B. Trash sites are located throughout the Cooperative and designated by the yellow painted 4' X 4' concrete areas.
- C. Garbage or rubbish must be placed on the trash sites between 6:00PM on the day before pickup is schedule and 6:00AM the day of pickup.
- D. Scheduled pickup days are **Monday, Wednesday and Friday**. In the event of a holiday, pick up will be the next day following the regular pick-up day.
- E. The large dumpster located on Smith is for maintenance and contractors use only. **Members may not use this dumper for personal use.**
- F. **Any Member found placing trash out at time and locations other than the specified above will be subject to a \$200.00 fine and may be subject to termination of their membership.**

5. PETS AND SERVICE ANIMALS:

- A. Wellesley Townhouses Cooperative has a **NO PET POLICY**. This includes cats, dogs, other fur bearing animals and exotic creatures (snakes, spiders, lizards, etc.). The only exceptions to this pet policy are fish, caged birds and other customary home-caged animals (such as hamsters). Members who are determined by the Cooperative that have an "**illegal pet**" will be subject to an initial \$300.00 fine.
- B. Wellesley Townhouse Cooperative (as established under the law) is required to allow Members to keep a "**service animal**" as long as that animal is approved by the Cooperative as meeting the "**reasonable accommodation**" for a "**disability**" as defined under Federal, State and Local laws and ordinances. A service animal can be kept under the following conditions:

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1. Request for a Service Animal must be done so in writing with the forms provide by the Cooperative with verification from a qualified licensed medical provider as to the disability and how owning a service animal will meet the requirements as provide for under the law for a reasonable accommodation. Any dog or cat brought on the Cooperative without approval will be deemed to be an **illegal pet**, even if **service animal** status is later determined to be appropriate.
2. Upon the approval that your **disability** meets the criteria for a **service animal** you must then register your **service animal** with the Cooperative. This applies to both cats and dogs.
3. **Service animal** Registration includes A) Obtaining a license from the City of Romulus which include all appropriate vaccinations; B) Providing a picture and a description of your **service animal**; C) Filling out the appropriate forms provided by the office; D) Re-registering your service animal annually every January 1st through January 31st by presenting a current license from the City of Romulus.
4. Unattended cats are not permitted outside of the unit for any purpose. For no reason whatsoever are they permitted to roam the property. Dogs are permitted outside the unit for pet purposes such as exercise, play, etc. however, they must be on a leash or chain not to exceed 10 feet in length. They must never be left unattended, as this poses a hazard to both dog and fellow members. Leashes/chains cannot be attached to trees, shrubs, meter boxes, utility poles, porch railings, etc.
5. **Service animals** are not permitted to make loud or unreasonable noises that may be disturbing to fellow Members of the Cooperative. Should a warning be issued, and the disturbance continues to occur, the Members may be directed to remove the service animal immediately.
6. Members must immediately clean up messes cause by their **service animal**. The term “messes” is defined to include defecation, garbage and the like. Dog droppings must be disposed of in the trash receptacle in your home or one of the dog stations located at various areas in the Cooperative. Cat litter must be disposed of using 2 ply plastic garbage bags and may only be placed in trash sites in accordance to the trash/rubbish policies. Anyone who is walking a dog without a bag in hand, will be considered to be in violation this provision. **Failure to comply may result in the following 1st offense \$ 100 fine, 2nd offense \$150 fine and 3rd offense \$150 fine and possible eviction.**
7. Members shall take adequate precautions and measures necessary to eliminate dog odors within or around their unit, prevent hazards and shall maintain the unit in safe, and sanitary conditions at all times.

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8. Upon the death of a **service animal**, the member must inform the office and dispose of the remains in a proper fashion. Remains may not be buried on Cooperative property or placed on a trash pad. The request for a replacement service animal must be made in the same manner as the original request.
9. **Service animal** approvals are only for the specific animal identified. It does not permit sitting/visiting of any kind other than assistance animals need by visitors with disabilities.
10. It is the responsibility of the Member to ensure their **service animal** is contained whether you are home or away, as staff or contractors may need to enter your unit. This includes times when the unit may be treated for infestations. Wellesley will not be held liable for the ill health or death of a service animal due to treatments for infestations.
11. The limitation of weight for a **service animal** at the Cooperative is **35 lbs.**, unless it can be verified that the disability for which the service animal is requested requires a larger animal to accommodate the disability.
12. Service Animals that are deemed too aggressive or dangerous are **not permitted**. These may include include Pitt Bulls, Rottweiler, Dobermans or any dog that is determined too aggressive or dangerous to the Membership, unless it can be verified that the disability for which the service animal is being requested requires that breed. This determination may be done on a case-by-case basis.

6. MOTORCYCLES:

- A. Motorcycles, mopeds, all terrain vehicles, mini-bikes, electric and gas scooters, hoverboards, drones or go-carts are **not permitted** on the property at any time. Skateboard cannot be used in the streets or parking lots.
- B. **Members in violation of the above rule will be subject to a \$100 fine and/or termination of Membership.**

7. PARKING, ENTRANCE CONTROL & PARKING STICKERS:

- A. Each unit has only (1) assigned parking space and this parking space is designated by the same number as your unit.
- B. In addition, to the assigned spot, there will be additional member designated spots that will be marked with a “M” and will be available on a first come basis

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- for Members and Registered Vehicles in the household. Members may not be parked in a member designated spot or “M” spot and leave their assigned space open for more than 30 minutes. Any vehicle or vehicles from one unit cannot occupy the same “M” spot longer than 48hrs. After you have parked a vehicle in a “M” spot for 48 hrs. you must move it to another “M” spot. **Any Member, occupant or guest who parks in another Member’s parking space will be towed immediately.** All Members are responsible for members of their households, visitors, and guests parking in the correct parking areas.
- C. Only guests and visitors may park in the spaces designated as visitors parking. These spaces are marked with a “V”. Any vehicle or vehicles from one unit cannot occupy the same “V” spot longer than 48hrs. These spots are not for Members or Occupants of their households. After you have parked a vehicle in a “V” spot for 48 hrs., you must move to another “V” spot. Any Member or Occupant who parks in a “V” spot will be fined \$200.
- D. When parking a vehicle either in a designated spot, member spot, or by a guest in a visitor parking spot the vehicle should be parked so that it is centered in the space. Parking near or on the space line is prohibit since in infringes on the use of the neighboring parking space. Double parking, parking in the street or on sidewalks, or parking behind correctly parked vehicles is prohibited an any violations will result in a \$200 fine.
- E. Members, Occupants and visitors are required to abide by the Gatehouse Entry Policy (i.e. knowing the name and unit number you are visiting and showing a Picture ID, enter into the property using the correct lane, and follow the direction of the security personal employed by the Cooperative). The Gatehouse Entry System will have an audio recording system in addition to the video recording. Please conduct yourself accordingly.
- F. No unauthorized vehicles (employees and contractors of the Cooperative) are allowed to park or drive on any grass areas, sidewalks, courtyards, entrances, fire lanes or where the vehicle will obstruct traffic.
- G. Members are allowed to wash their vehicles in their assigned parking space only. Washing of vehicles in any other place on the property is strictly prohibited.
- H. Vehicles reported or found parked in designated visitor parking spaces for over 48 hours will be considered abandoned by the owner and will be towed.
- I. All posted vehicle restrictions must be obeyed, including but not limited to stop signs, speed bumps, speed limit signs, fire lanes, etc.
- J. No vehicles are allowed on the Cooperative property with expired plates or without license plates. These vehicles will be towed at the owner’s expense.

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- K. Recreation vehicles, boats, trailers, mobile homes, oversized vehicles, vehicles that create excessive noise (as determined by the Board of Directors) or commercial trucks are not permitted to be parked or stored on Cooperative property.
- L. Members are required to abide by any request from the Cooperative to move their vehicles with reasonable notice for special circumstance or necessities such as paving, stripping, etc.
- M. Vehicles which are inoperable or in need of repairs (i.e. flat tire) will be tagged. If the vehicle is not repaired or removed within 48 hours the vehicle will be towed at the owner's expense.
- N. No Vehicles repairs are allowed to be completed on the property at any time with the following exceptions: flat tires, battery changes, replacement of wipers and bulbs, and the refilling of fluids.
- O. Window parking stickers will be issued to residents for their vehicles. Failure to obtain a window parking sticker for resident vehicles will result in a \$200 fine in addition the vehicle may be towed.
- P. Members who purchase new vehicles should attempt to return the window parking stickers from their old vehicles in order to expedite the issuance of a new window sticker.
- Q. Upon termination of your Membership with the Cooperative, Members are encouraged to return their window parking sticker to the Management Office. Swapping parking stickers to an unregistered vehicle will result in a \$200 fine being issued in addition the vehicle may be towed.
- R. If a windshield is replaced, a new parking sticker will be provided so long as documentation of the window replacement is provided.
- S. **Members in violation of the above rules will be subject to a \$200 fine, having their vehicle towed from the Cooperative property, and/or termination of their membership in the Cooperative.**

8. SNOW REMOVAL POLICY:

- A. In the event of a snow fall or ice conditions, the snow removal and the application of ice melting materials on the streets and the main walkways will be performed by our maintenance staff. The sidewalk leading up to your unit, steps, and stoops will be the responsibility of the individual Members to remove the snow and apply ice melting materials (calcium chloride). Maintenance will perform these responsibilities for those Members who are over the age of 62 **or** are physically

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disabled and unable to perform these functions and they do not have a member of their household who can also help them perform these functions. For those Members who are unable to perform these functions a reasonable accommodation must be requested.

- B. During winter months, we ask that you not park your vehicle so that the front or rear bumpers are not over the sidewalks. Please make sure there is plenty of room for our staff to clear the snow from these sidewalks without out posing a risk of damage to your vehicle. If you are requested to move your vehicle that is parked over the sidewalk and your refuse to do so promptly a fine may be issued.
- C. Members are responsible for cleaning snow from their parking space. When cleaning your space make sure that the number located on the pavement in the front of your assigned parking spot is cleaned off so that it can be easily identified by visitors. A car will not be towed from an assigned parking space unless your space number can be easily identified. Members are also encouraged to participate with staff when they are attempting to move vehicles so that parking spaces can be cleared. When clearing the snow from your space we ask that the snow either be placed on the grass or the main roadway, where our maintenance staff can easily remove it. Snow cleared from your parking spaced should not be placed on the sidewalk or in adjacent parking spaces.
- D. Members who are walking in the streets, parking lots, sidewalks, steps, porches and other areas in the Cooperative should take extreme caution during snow and ice conditions. While we will attempt to remove the snow and apply ice melt in a timely manner, sometimes conditions such as weather, material availability, equipment breakdown, and staffing limitations will not always make this possible. *Members who walk in the Cooperative during these extreme conditions do so at their own risk. The Cooperative will not be responsible for any injury sustained to the Members, their household members or guests from slip and falls due to these conditions.*

9. DISTURBANCES/NOISE:

It will be considered a material breach of your occupancy agreement and subject you to the possible termination of your membership if your actions are responsible for the denial of other Cooperative Member's peaceful enjoyment of their unit. Please note, the Cooperative has a duty to provide each and every member peaceful enjoyment of their own particular unit. While we should be mindful of the noise you and the members of the household are creating at all times, quiet time for the Cooperative starts at 10:00 p.m. in accordance with City ordinances. By way of example, the following activities may result in **fines up to \$200.00 and/or termination of your occupancy:**

- A. Unnecessary loud and/or disturbing noises from member's television, stereos/boom boxes, car radios, etc. This includes all of their occupants and

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visitors as well. Unnecessary noise for vehicle radios or other sound systems is deemed too loud when it can easily be heard from outside of the vehicle.

- B. Repeated excessive noise such as late-night parties or loud conversation.
- C. The use of fireworks of any kind is expressly prohibited.
- D. Smoking of hookah pipes or excessive cigarette smoking inside of your unit. Excessive cigarette smoking is when your smoking infringes on your neighbor's right to peaceful possession.

10. CHILDREN:

- A. For safety reasons, children (under 18 years of age) are not allowed to play or ride bicycles in the streets or parking lots at any time.
- B. Children are not allowed to play with or near any equipment or machinery on the property used by maintenance or contractors.
- C. Adult Members will be held responsible for any damage or vandalism done to the Cooperative property by their children and will be responsible for reimbursement to the Cooperative or another Member for the cost of these repairs or replacements.
- D. Children are to be supervised by parent(s) or a responsible adult to insure they do not violate Rules and Regulations of the Cooperative. Parents are responsible for the activities of their children. There will be no loitering of groups of children on the Cooperative grounds at any time.
- E. Play activities are allowed directly behind your unit or on your front porch or patio, provided they do not interfere with your neighbor's right of peaceful enjoyment, or it is in violation of one of the other provisions of these rules and regulations.
- F. No type of ball playing is allowed, except in the following designated areas: 1.) the playground areas located in the northwest corner of the Cooperative (behind the pole barn), 2.) The courtyard behind building #29, or 3.) The courtyard of buildings # 40, 41, and 42.
- G. The no ball playing signs throughout the property will be strictly enforced.
- H. Anybody ages 14 and under must be off the streets by 10PM. Ages 15-17 must be off the streets by 11PM.
- I. **Members in violation of the above rules will be subject to a \$100 fine and/or termination of their membership with the Cooperative.**

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11. PLAYGROUND:

- A. No Children under the age of 5 years are to be on the playground without proper supervision (i.e. 12 years old and up).
- B. The Playground hours are from 9:00AM until sunset.
- C. All Members, unit occupants and visitors are required to abide by the Park/Playground Rules and Regulations displayed on the fence entrance to the playground.
- D. **Members in violation of the above rules will be subject to a \$100 fine and/or termination of their membership with the Cooperative.**

12. INTERIOR / EXTERIOR ALTERATIONS:

- A. Any interior or exterior improvement or alteration must be approved in advance by the Cooperative's Board of Directors. The Member must submit in writing what is to be done, specifications for the job, and the contractors who will be performing the work, if applicable. If the request is approved, any City permits required and proof of proper insurance coverage by contractor must be provided.
- B. **Members in violation of the above rules will be subject to a \$100 fine and/or termination of their membership with the Cooperative.**

13. WINDOW TREATMENTS:

- A. All units are required to have proper window treatments such a drapes, curtains, or blinds. These window treatments must have a white backing are required to be properly installed and maintained at all times.
- B. For new move-ins, blinds are installed by the Cooperative prior to your move-in. If a Member chooses to replace any of the Cooperative installed window treatments, the office must be notified before any action is taken. The Member will be responsible for the cost of missing or damaged window treatments provided by the Cooperative. All window treatments provided by the Cooperative must remain in the unit when the Member vacates the unit.
- C. No torn shades, drapes or curtains, damaged or missing blinds are allowed. Members who wish to have the Cooperative install blinds may do so at their own expense on a work order basis.

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- D. The installation of window air conditioning units is strictly prohibited.
- E. Members are required to report any window breakage immediately. **Members will be charged for window breakage.**
- F. **Members in violation of the above rules will be subject to a \$100 fine and/or termination of their membership with the Cooperative.**
- G. No tinting is allowed on storm doors or windows.

14. COMMUNITY APPEARANCE:

- A. Door to door soliciting is not permitted in the Cooperative. Members are requested to notify the office at 734-729-3328 if any solicitors are seen on the property.
- B. Members are responsible for keeping their assigned parking spaces clean and free of debris, oil and fluid leaks and stains.
- C. No fences are allowed to be constructed.
- D. All outside Holiday decorations must be removed by the 30th day following that Holiday.
- E. All yard sales are prohibited unless the Cooperative publishes and sponsors a day for the entire Cooperative.
- F. There will be no signs installed by any resident or their guests in any front or rear yards, common areas, or in any window in the Cooperative without expressed written consent by the Cooperative. This includes any and all political signs.
- G. No clothing, rugs or other items may be hung on fences, railings, decks, porches, electric boxes, shrubs or trees.
- H. Members are liable for any damages, mutilation or defacing of trees, lawn areas or shrubbery or any Cooperative property damage caused by them, their children, visitors or guests.
- I. Members are responsible for the outer appearance of the front and the back of their units. Front and back yards are to be kept free of clutter and debris at all times. Barbeque grills and lawn furniture must be kept at the rear of your unit. Bicycles, large toys (i.e. children picnic table, playhouses, slides, etc.)

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must be stored against the back of your unit in a neat and orderly fashion as to not interfere with the care and maintenance of the lawn. Interior furniture may not be stored outside at any time. Fire Pits are prohibited.

- J. Members are responsible for maintaining the appearance of the outer perimeter of their unit (i.e. weeding and picking up trash).
- K. Tot pools and other water toys must be drained and stored daily to prevent permanent damage to the lawn areas. When in use tot pools must be attended by an adult at all times. Lawn chairs, when not in use, must be stored at the rear of your unit. Tot pools must not be more than 6 feet in diameter or more than 15 inches in height. Pools should be placed in different spots each day to prevent damage to the lawn. Pools should not be placed in the front of the units at any time. When in use pools must be attended by an adult at all times. All seasonal toys, bikes, and pools must be stored in the unit from November to March each year.
- L. Small play toys (pails, shovels, dolls, trucks, etc.) are not to be left outside unattended or stored outside of units.
- M. Storage of recreational equipment (i.e. tents, canopy's screen houses) must be removed daily unless they are installed on the patio area with patio blocks under this equipment.
- N. Storage containers for items such as rakes, hoes, shovels can be placed in the rear of the unit in the patio area. These containers must not exceed 6 feet in height and must be made of a plastic or composite material. They cannot be construct with steel, wood, or any other material that can weather or decompose.
- O. Garden hoses are to be coiled and stored properly at the unit. Hoses are not allowed to be hung from electrical boxes, shrubs, porch railings or trees.
- P. **Members in violation of the above rules will be subject to a fine of \$100 and/or termination of their membership.**

15. INSURANCE:

The Cooperative's insurance covers the Cooperative against building structures, bodily injury or other property damage, this insurance does not cover personal property or belonging of individual Members, nor does it cover losses caused by the member's negligence or abuse. All Members are encouraged to secure their own Condominium/Cooperative insurance to protect their personal property contents. In addition, if a loss occurs and it is determined that it was a result of a Member's negligence or intentional actions, the Member will be held accountable for any out of

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pocket expenses of the Cooperative, including but not limited to the insurance deductible (Typically \$10,000), or any other co-pay the Cooperative incurs from their insurance carrier for the loss.

16. INSPECTIONS:

- A. Property Inspections of the interior and exterior of units will be performed by Management on a regular basis with prior written notice except in the event of an emergency.

17. CABLE INSTALLATION & SATELLITE DISHES:

Members who have cable television installed must do so in a manner where there are no holes drilled in the brick or through the siding. All cable wires for the second floor use in the townhouses must be run on the interior of unit only. Cable can be run through cold air returns, interior walls and closets. There may be no loose cable wires inside a unit that may cause a tripping hazard or health and safety issue.

The Cooperative allows the installation of satellite dishes per the following guidelines:

- A. The satellite dish must be professionally installed through the basement wall and it must be properly caulked.
- B. The dish will be no larger than 26" in diameter for a round dish and no more than 24" X 31" for a high definition oval dish.
- C. The dish cannot be installed more than three (3) feet from your unit and it may not be any higher than five (5) feet in height.
- D. Any request from a variance from these specifications must be brought to the Cooperative for approval.
- E. Any satellite dish that is installed without prior approval that doesn't meet these specifications will be removed by the maintenance staff.
- F. **Members in violation of the above rules will be subject to a \$100 fine and/or termination of their membership with the Cooperative.**

18. MEMBERSHIP CERTIFICATES:

- A. Upon the termination of your Membership with the Cooperative, Members are required to return their Membership Certificate to the Management Office.

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Failure to return the original Membership Certificate will result in a **\$100 administrative fee** being charged to the Member at move-out.

19. FIREARMS AND WEAPONS:

- A. Use of firearms, bow and arrows, knives, BB guns, rifles, fireworks, and similarly dangerous weapons or explosives is prohibited on or near the Cooperative grounds. Any such weapon or explosive is subject to immediate confiscation. Any use of a weapon or explosive on or near the Cooperative grounds will be reported to the Romulus Police Department and your membership and occupancy is subject to termination.

20. FLAMMABLE LIQUIDS AND GAS POWERED MACHINERY:

- A. Flammable items, with the exception of barbecue lighter fluid, may not be stored in the Cooperative unit. Gas powered machines of any kind, including but not limited to snow blowers, generators, lawn mowers, weed trimmers, motorcycles, skateboards and minibikes may not be stored in the Cooperative unit.

21. SLEEPING QUARTERS/BELOW GRADE OR BASEMENTS:

- A. Bedrooms are not allowed in the basements. Below grade sleeping quarters violate the City of Romulus Fire Code. The Fire Code requires that any basement with a bedroom have direct access to an exit out of the building, which our townhouses don't have. Every sleeping room must have at least one operable, unobstructed window or exterior door for emergency exit or rescue.

22. CONDUCTING BUSINESS:

- A. Members are not allowed to use their Cooperative unit for any business purpose. The unit is for residential purposes only and any disturbance, which might detract from another Members peaceful occupancy of their unit including the parking area is a violation.

23. COMPLAINT PROCESS:

- A. Any complaints a Member has about their neighbor, staff working at the Cooperative, or other issues and problems with their unit should be addressed with Management. If you do not feel you are getting an adequate response from Management, you may petition the Board of Directors. These complaints must be in writing and should be placed in Board Box located in the clubhouse. All requests

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must be in writing and signed by the complainant. Members name are kept confidential unless it is necessary to proceed with litigation.

24. WORK ORDERS AND MAINTENANCE:

- A. Maintenance service requests must be directed to the Cooperative Management Office located at 35661 Smith Road, Romulus, MI 48174. Service request verbally to the Manager or maintenance personnel on the grounds are too easily forgotten. Therefore, to ensure prompt attention you should contact the office directly. Normal office hours are Tuesday and Thursday from 9:00AM to 5:00PM and Monday, Wednesday and Friday from 1:00PM to 5:00PM. In the event of an emergency arises any other time, please refer to the Emergency Instructions in Section C below. The Cooperative has a 24-hour answering service and you are strongly encouraged to call in maintenance requests as they arise.
- B. When requesting a work order, you must provide your unit number, a detailed description of the problem. All work orders will be completed in a timely fashion, and **it is assumed by your request, that maintenance has permission to enter your unit.** Upon request, you can receive a work order number for tracking purposes. If your request has not been completed within a reasonable period of time, please contact the Manager and provide your work order number for follow up. Maintenance problems created by your negligence or abuse are chargeable to the Member such as screen repairs, glass breakage, drywall work, etc. In the event of an emergency, maintenance will enter your unit without prior notification to complete the necessary work. Notices will be left after a work order is completed to notify the Member that a member of our staff was in your unit.
- C. An emergency is a condition that endangers human life or poses a serious danger to the property. In the event of an emergency please call the office at 734-729-3328 and 911 if the situation warrants. Maintenance personnel are on duty twenty-four hours a day, seven days per week to respond to an emergency after hours. The follow is a list of situations that constitute an emergency that will be responded to by our staff after hours:
1. Smoke and/or carbon monoxide detectors beeping/inoperable
 2. Sewer back-up
 3. Toilet back-ups.
 4. Lock outs –including interior doors. There will be a \$25 charge for lock outs after hours. Any damage to screens, locks, windows, doors, etc. that done in order to gain entry to the unit will be repaired and charged to the Member.
 5. No heat during winter months.
 6. Plumbing leaks that may cause damage to walls, cabinets or other structures if not immediately repaired.

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7. Gas Leaks – Call DTE as well as maintenance if you smell gas.
8. Broken locks, doors or windows or anything else that does not allow you to secure your unit.
9. No power to your unit. Unless there is an outage that is a result of storms or other conditions that the Cooperative has no control over.
10. No hot water.
11. No Air Conditioning if the outside temperature exceeds 90 degrees.

Refrigerators and sink back-ups were removed from the list.

25. PLUMBING:

- A. The maintenance staff will perform minor plumbing repairs and preventative maintenance. The Member should have a plunger for clearing minor stoppages. Major stoppages can be expensive and will be charge to the member if it is due to the Member's negligence. This includes placing inappropriate items down the sinks and toilets. It is the Member's responsibility to promptly report leaks, major stoppages, improper functioning toilets, and other plumbing problems to the Management Office promptly.

26. ENERGY CONSERVATION:

- A. During the winter months, Members who are observed leaving windows or doors open for periods exceeding ½ hour are subject to fines.

27. KEYS AND SECURITY SYSTEMS:

- A. Door lock keys are kept by the Cooperative for every unit. If a member wishes to have the Cooperative change your locks, they may do so for a charge of \$50 per lock. Members may change their own locks so long as the Cooperative is provided a copy of the lock key. In order for you to install a security system for your unit you must received prior written approval from the Cooperative and the Cooperative must be provided with a key fob or a maintenance access code for your security system. Upon move-out, the security system must be removed and the unit should be restored to its original condition.

28. MOVING PROCEDURES:

- A. Any Member wishing to move out and vacate their unit first must submit a signed and dated a *60-day withdrawal notice*. This notice states you will be held financially responsible for 60 days of carrying charges, from the date the notice is received by the office. The only stipulation is that you must vacate the unit (return all keys) within the first 30 days. If you fail to provide adequate notice, or

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- fail to vacate in a timely manner, you will be charged for up to 30 days after the Cooperative has received your keys and you have moved out of unit. In addition to turning in keys, you must return your handbook, parking sticker and your membership certificate that was issued to you at move-in. Each Member who vacates is responsible for this unit and any damages to that unit. The electricity should not be switched back into the Cooperative's name until you have turned in your keys.
- B. Any Member permanently vacating their unit must leave the unit in broom clean condition. Any damages, repairs and other recondition cost will be deducted from your membership equity reimbursement. The cost of the first coat of paint on a unit will not be charged if the Member has resided in the unit for at least 10 years. While Members may paint their own unit, we recommend that you do not do so unless you can provide a professional quality paint job. Many Members have tried to purchase paint (Cooperative approved color and manufacturer) and painted the unit only to have the paint job rejected by the Cooperative.
- C. If a vacating Member leaves personal items such as drapes, furniture and other items in the unit. These items will become the property of the Cooperative after your keys are turned in, and you will not be allowed access to the unit to retrieve any items not taken with you. In addition, the Cooperative will charge you for the staff's time required to remove these items from the unit.
- D. Charges that will be assessed at move-out include:
- Any money that you owe the Cooperative for unpaid carrying charges, late charges, legal fees, court costs, fines, and billed maintenance charges.
 - Charges for repairs necessary to repair negligence, abuse and the cost of cleaning and redecorating.
 - A \$100 resale fee.
 - A \$100 assessment for failure to return your membership certificate.

29. TRANSFER POLICY FOR NON-MANDATORY TRANSFERS:

- A. Occasionally, usually due to a change in the family size, Members may wish to transfer from one unit to another. The Cooperative will not accommodate any transfer request until the Member has lived in the Cooperative for **one year**. The minimum family size to transfer must be one person per bedroom and cannot exceed two persons per bedroom. All requests must be in writing and must state the reason for the transfer request. No lateral (same size units) transfers are allowed unless the unit configuration is such to meet the needs of a reasonable accommodation. All transfers are review in accordance with the Cooperative's transfer policy and pursuant to requirements of our Use Agreement and Section 8 Contract with the U.S. Department of Housing and Urban Development.

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Members with disabilities that are requesting a transfer to accommodate a disability will receive priority on our transfer waiting list.

- B. Prior to the transfer request being approved, the Cooperative will review the payment and violation history and their current unit will be inspected to determine whether the unit condition requires repairs beyond normal wear and tear. The Cooperative reserves the right to deny a transfer request.
- C. The transferring Member is required to pay a **\$2,000** deposit and the difference between the two membership fees prior to transferring. Any reconditioning cost, unpaid carrying charges, etc. will be deducted from the transfer deposit. Any amount owed over and above the transfer deposit must be paid in full with your next month's carrying charge. Any amount due to the Member will be refunded or issued as a credit against their account.
- D. The transferring Member must complete a withdrawal notice promising to vacate their current unit within a reasonable time frame from when they receive possession of their new unit. Carrying charges from the old unit a Member has transferred from will be charged (in addition to the carrying charges for the new unit) until the keys are turned into the Cooperative and all items are removed.

30. REASONABLE MODIFICATIONS:

The Cooperative will pay for reasonable modification requests that do not present an undo financial hardship or alter the operating conditions of the property.

31. VAWA:

U.S. Department of Housing and Urban Development oversees the Violence Against Women's Act (VAWA) which outlines certain protections available for properties receiving federally assistance.

32. FINES AND PROCEDURES:

While many fines are specifically outlined in each section above, other fines may be issued for any violations depending on its severity. The Cooperative Board of Directors may issue written warnings, fines, probationary agreement and termination of membership and occupancy for violations of these Rules and Regulations at their *sole and absolute discretion*.

Wellesley Townhouses Cooperative

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Notice of Occupancy Rights under the Violence Against Women Act¹

To all Members and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.² The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **Wellesley Townhouse's Cooperative** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

If you otherwise qualify for assistance under **Wellesley Townhouse's Cooperative**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Members/Occupants

If you are receiving assistance under **Wellesley Townhouse's Cooperative**, you may not be denied assistance, terminated from participation, or be evicted from your housing

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

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because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest you may not be denied carrying charge assistance or occupancy rights under **Our Affordable Programs** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

Wellesley Townhouse's Cooperative may evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If Wellesley Townhouse's Cooperative chooses to remove the abuser or perpetrator, and such person is not the Member of the Cooperative, the Cooperative may not take away the rights of eligible Member (s) to the unit or otherwise punish the remaining members.

If the evicted abuser or perpetrator was the sole member to have established eligibility for assistance under the program, Wellesley Townhouse's Cooperative will allow the

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occupant (s) who is or has been a victim and other household members to remain in the unit for a period of 30 days, in order to establish eligibility and meet the criteria of becoming a legal member of the Cooperative or, find alternative housing.

In removing the abuser or perpetrator from the household, Wellesley Townhouse's Cooperative must follow Federal, State, and local eviction procedures and governing documents, In order to establish eligibility and meet the membership criteria the Cooperative may ask for supporting documentation but is not required to ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit – Please refer to the VAWA transfer policy

Upon the member / occupant request, Wellesley Townhouse's Cooperative may permit the member / occupant to move into another unit, subject to becoming an approved member if not an existing member, subject to the availability of other units, and subject to still keeping any assistance. You may be required to pay an initial or difference in the membership fee should this apply. (Please review Wellesley's transfer policy.) In order to approve a request, Wellesley Townhouses Cooperative may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. This request will go before the Board of Directors for review. All fees

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associated with the transfer will be covered by the identified member and the Cooperative is not responsible for any transfer fees or unit rehab costs.

The criteria are:

(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking. If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

(2) You expressly request the emergency transfer. Your housing provider may choose to require that you submit a form or may accept another written or oral request.

(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit. This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your

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transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

OR

You are a VAWA victim but not a member of the cooperative when requesting an emergency transfer; you may have to seek housing outside of the cooperative until approved for membership.

Wellesley Townhouse’s Cooperative will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

Wellesley Townhouse’s Cooperative emergency transfer plan provides further information on emergency transfers, and Wellesley Townhouse’s Cooperative will make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

Wellesley Townhouse’s Cooperative can, but is not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from Wellesley Townhouses Cooperative must be in writing, and management must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the

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request to provide the documentation. We may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to the Cooperative as documentation. It is your choice which of the following to submit if the Cooperative asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by Wellesley Townhouse’s Cooperative with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking. The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident. The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.
- A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the

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incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.

- Any other statement or evidence that Wellesley Townhouse's Cooperative has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, Wellesley Townhouse's Cooperative does not have to provide you with the protections contained in this notice.

If we receive conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), Wellesley Townhouse's Cooperative has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you fail or refuse to provide third-party documentation where there is conflicting evidence, Wellesley Townhouses Cooperative does not have to provide you with the protections contained in this notice.

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Confidentiality

Wellesley Townhouses Cooperative must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

Wellesley Townhouse's Cooperative must not allow any individual administering assistance or other services on behalf of Wellesley Townhouses Cooperative's (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

Wellesley Townhouse's Cooperative must not enter your information into any shared database or disclose your information to any other entity or individual. However, we may disclose the information provided if:

- You give written permission to Wellesley Townhouse's Cooperative to release the information on a time limited basis.
- Wellesley Townhouse's Cooperative needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires Wellesley Townhouses Cooperative or any perspective landlord to release the information.

VAWA does not limit Wellesley Townhouses Cooperative duty to honor court orders about access to or control of the property. This includes orders issued to protect a victim

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and orders dividing property among household members in cases where a family breaks up.

Reasons a Member's/Occupant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated Occupancy Agreement violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, Wellesley Townhouse's Cooperative cannot hold members who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to members who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if Wellesley Townhouses Cooperative can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other occupants or those who work on the property.

If Wellesley Townhouses Cooperative can demonstrate the above, they should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

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Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with the Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with [**Professional Property Services 30300 Telegraph Rd. Ste. 205 Bingham Farms, MI 48025 248-644-4650**] or [**Detroit Field Office McNamara Federal Building 477 Michigan Ave. Detroit, MI 48226, 313-226-7900**].

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For Additional Information

You may view a copy of HUD's final VAWA rule at [Federal Register / Vol. 81, No. 221 / Wednesday, November 16, 2016 / Rules and Regulations].

Additionally, Wellesley Townhouse's Cooperative must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact **the Detroit HUD office at 1-800-955-2232**

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **City of Romulus Police Department 11165 Olive Street Romulus, MI 48174 734-941-8400**].

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact **Domestic Violence City of Romulus Domestic Violence Assistance Family Violence Council 600 Randolph St. Ste. 300 Detroit, MI 48226 313-224-6994**

Victims of stalking seeking help may contact **City of Romulus Police Department 11165 Olive Street Romulus, MI 48174 734-941-8400**

Attachment: Certification form HUD-5382 **included**