

**SCOTTSDALE EAST HOMES, INC.
MEMBERSHIP MANUAL**

INTRODUCTION

The Scottsdale East Homes, Inc. Cooperative is your home. We hope you will treat it as such and treat the other members as your friends and neighbors. The following policies and rules for living in Scottsdale East Homes have two purposes:

1. To protect your property and rights.
2. To allow you and your neighbors to enjoy a safe and pleasant environment in your co-op.

In accordance with cooperative principles, sound business operations and our corporate articles and bylaws, it is the goal of Scottsdale East Homes, Incorporated:

1. To maintain SEH as a cooperative community providing affordable housing to its members.
2. To operate a sound and efficient business that can survive in a competitive economy.
3. To distribute services with maximum benefit to the members of this cooperative.
4. To encourage all members to become actively involved in the operation of this cooperative.
5. To organize efforts in developing better consumer information and protection programs.
6. To promote cooperative development and the cooperative ideas through community activities and cooperation with other cooperatives.

We, the current membership, Board of Directors and management believe in and support these purposes and goals and welcome **YOU** as a member of our **TEAM**.

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ADDITIONAL OCCUPANTS

Only the persons listed on your Occupancy Agreement may live in the unit. **Boarders, renters or subletting is NOT PERMITTED.** Any change in family and any desired changes must be reported to the office.

The following limits are set for the maximum number of occupants permitted in a specific size unit:

Studio	2 Occupants
1 Bedroom	2 Occupants
2 Bedroom	4 Occupants
3 Bedroom	6 Occupants

An enclosed patio does not qualify as an extra bedroom. In the event the number of members of a family regularly occupying the unit increases beyond the maximum allowed, the member must, at his or her own expense, move to a larger unit or vacate the premises within six months thereafter. Failure to do so shall be a default under the terms of the Occupancy Agreement.

Members may of course have guests. However, anyone staying more than 3 months is no longer considered a guest and actions must be taken to qualify them as a member.

Members are at all times responsible for the actions of their guests.

AUTOMOBILES

A member's car must display an SEH sticker which can be obtained at the office and must be placed on the passenger side of the front window visible from the front view of your car. **ANY VEHICLE WITHOUT A STICKER MAY BE SUBJECT TO TOWING.** Residents may park their vehicles in the designated numbered parking spaces. Guest's must park their cars in unnumbered spaces only. Please be considerate.... don't take your neighbor's space.

Residents are not permitted to make major repairs to their cars in the parking areas. Oil must not be placed in the sewer drains, in dumpsters, (unless properly sealed in containers that do not leak) or on the pavement. **CARS MAY NOT BE LEFT UNATTENDED ON JACKS. THIS IS A POTENTIALLY VERY HAZARDOUS SITUATION.**

Abandoned or inoperable vehicles will be ticketed and towed at the owner's expense.

Please obey all traffic signs. The **SPEED LIMIT OF 10 MPH** must be observed.

Parking areas marked in **RED**, and all curbs, must be kept clear in accordance with the city fire zone regulations.

At no time may the handicapped ramps be blocked, nor designated handicapped spaces used by vehicles not bearing a handicapped license plate or certificate.

A car wash is provided at the island between London north parking lot and the Manchester south parking lot. Car washing in any other area is NOT PERMITTED. First offensive will be a written warning and second offensive will be a \$75.00 fine.

CARRYING CHARGES

Your carrying charge (monthly assessment) is due and payable on the FIRST OF EACH MONTH, and becomes **delinquent on the 10th**.

Periodically each of us has had times of a low cash flow. Should this occur for you, if you will contact the co-op office prior to the 10th of the month, arrangements can be made for an extended payment schedule not to exceed the end of the current month, with no late fees assessed. This extension can only be made 3 times per member in a calendar year. Use it wisely!

Payments may be made by personal check, cashier's check or money order. There will be **NO CASH** accepted for any payments.

LATE CHARGES AND OTHER COSTS

Carrying charges are due and payable on the first day of each month and are considered **delinquent if not paid by 4:01 PM on the 10th day of the month**. Payments are considered late if paid by checks which are returned for insufficient funds or have not been received by the 10th day of the month, if mailed. A late fee of \$10.00 per day is assessed until the full amount due is paid. This assessment may be changed from time to time by your Board of Directors. Checks which are returned for insufficient funds shall be assessed a \$35.00 NSF charge, plus the necessary late fees beginning on the 11th day of the month the original charges were due.

Nonpayment of carrying charges may result in eviction. Once such action is taken, eviction can only be avoided if delinquent charges and all costs in connection therewith, including legal fees or other collection costs, are offered in payment and accepted by the corporation as satisfactory cure of the default.

No one is ever evicted without due process of law.

PLEASE NOTE: Once a "forcible detainer" action has been filed, the Board of Directors may elect to pursue eviction, notwithstanding that payment of carrying charges and collection costs were offered.

Members with a history of late payments or NSF checks will be subject to review for possible termination of membership.

CHARGES FOR REPAIRS

There is no charge for most repairs which are a result of normal wear and tear on most mechanical and electrical appliances. When in doubt about specific coverage's, please ask the office personnel. Members will be responsible for proven negligence or willful damage to their unit and/or any property owned by the cooperative. Charges for repairs will be billed to the member, and are payable upon receipt. Failure to pay such charge constitutes a default of the Occupancy Agreement and is cause for termination of membership.

Records of all work orders are maintained at the office.

COMPLAINTS

Members should try to settle differences between themselves privately before seeking the assistance of the Board of Directors or the General Manager. Complaints against personnel should be brought to the attention of the General Manager or the Board of Directors.

Complaints must be received in writing for the most effective remedy of problem areas.

CONFIDENTIAL INFORMATION

No private or personal information is ever released by the office staff without your express written permission. The Board of Directors will require that its members and committee members understand and accept their duty to keep their findings and recommendations regarding members' personal problems in strict confidence. (See SECURITY)

MAINTENANCE EMERGENCIES

Anything that threatens the health and safety of members or property should be treated as an emergency and reported immediately to the General Manager. Such matters as a jammed garbage disposal or a stopped-up sink are NOT considered emergencies. Please think before you press the panic button. A charge will be made for non-emergency maintenance service request after 4:00 PM or on weekends and holidays. The following are examples of an emergency:

1. A non-functioning toilet **IF** you have **only one** toilet in your unit. If you have two and one toilet still works, the other toilet can be fixed at the beginning of the next work day.

2. A gas leak. Evacuate the area, then call!
3. Complete loss of electrical power. Before calling the maintenance staff, please check your circuit breaker panel. A breaker may only need to be reset.
4. A water leak that will cause damage to property.
5. Failure of heating or cooling system.

Please be considerate of our maintenance staff. If the problem is not a real emergency, please wait until regular business hours the next business day. For after business hour emergencies, please call the office at 480-945-7561. You will be connected to our answering service. They will ask you your name, address, phone number and if this is an emergency. If you tell them it is an emergency, they will immediately contact our maintenance person and he will contact you.

There will be a \$55.00 charge for being locked out of your unit during non-business hours.

ENTRY INTO APARTMENTS

When the Occupancy Agreement was signed, you agreed to let the General Manager and staff of the co-op enter your apartment at reasonable hours for purposes of repair and inspection. Whenever possible, you will be notified in advance of anyone entering your unit. However, in case of an emergency, we must gain entry as quickly as possible by whatever means. It is most essential to have a full set of keys, including deadbolt, for your unit. Our staff will at all time respect your right to privacy as long as it does not interfere with the care of the property.

Please provide the office with your home telephone number, as well as a number where a responsible adult can be reached during business hours, in case of an emergency **in your unit.** These numbers will not be given to anyone other than necessary personnel without your permission.

MOVING AND TERMINATIONS

In accordance with the by-laws, you may advise the corporation of your intent to terminate your Occupancy Agreement by completing the Unit Listing Agreement. All necessary papers can be obtained at the office.

You are responsible for payment of the carrying charges until a new member has been approved by the Board of Directors and has taken possession of the unit.

EXTERMINATING

An exterminator routinely services SEH property. Extermination is provided as required for members who receive Section 8 government subsidy. All other members have the service available to them for a small fee if done the same day the exterminator services the SEH property. Call the office if you are interested for further details.

FIRE

In case of fire..... DIAL 911

Members are reminded that should a fire occur, and it is discovered that an action by the member or guest caused the fire, the cooperative or the insurance company may seek restitution for the damages incurred.

NEVER use the water heater closet for ANY storage!

FLOWER GARDENS

Members may plant flower gardens within their **enclosed patios**. The approval of the Board must be received if a member wishes to put plants in any other areas of the grounds. Any planting on co-op property will be considered a permanent non-removable addition to the co-op's landscaping inventory. No trees may be planted without prior approval of the Board.

Any plantings placed on co-op common area property may be removed at the discretion of the General Manager and/or the Board of Directors.

GROUNDS

A landscape contractor and our staff provide grounds maintenance and general cleanup. Please help us keep the grounds clean by picking up litter. We ask you not to drop cigarette butts on the walks, or leave toys and litter around. Please take your own ashtrays to the pool area and remove them when you leave. Do not empty automobile ashtrays or change oil in the parking lots. Our intention is that Scottsdale East Homes, Inc. will continue to be a community in which we can all take pride.

HEARINGS AND REFERRALS

Residents sometime have problems with a neighbor, or they may have health, financial, or family difficulties which affect their residency in Scottsdale East Homes. The General Manager and the Board are available to assist you with the discussion of problems such as these. Frequently they can refer you to agencies which may be able to help you with specific problems.

INSURANCE

The buildings at Scottsdale East Homes are covered by fire and theft insurance. However, there are important areas which are **not** covered by Scottsdale East Home's insurance:

1. Your personal belongings are **not** covered against fire, loss, or theft.
2. Window coverings of any type are **not** covered.
3. Upgrades are **not** covered, such as upgraded carpeting, wallpaper, paneling, ceiling fans, fixtures other than original standards, etc.
4. Improvements made by any current or previous member such as room additions and patio enclosures are **not** covered.
5. Alternate housing is **not** provided in case of fire damage.

The co-op insurance provides coverage for **ORIGINAL EQUIPMENT AND PROPERTY**. Any additions, changes, or improvements to the property by the members are **NOT** covered. Therefore, it is essential that you have a policy that will cover your belongings and improvements.

LAUNDRY FACILITIES

Each member has a key which fits any of our four (4) laundry areas. The doors are always kept locked for security and you must have a key to gain entry. Please observe the following:

1. Operate the machines according to the instructions and restrictions posted.
2. Help keep the areas neat and clean.
3. Report any vandalism or broken machines to the office.
4. Under no circumstances are children allowed to play in the laundry rooms.
5. **Laundry use hours are from 6:00 A.M. until 11:00 P.M. NO EXCEPTIONS.**

LITTER

Stairwells and breezeways, trash areas, parking lots, and recreational areas should be kept clear of such things as bicycles, toys, waste receptacles, footwear, boxes, or other such objects at all times. Large and/or heavy items such as sofas, tables and mattresses, are **not** to be placed in the trash bins or surrounding areas. Please call the City refuse department for special pick-up on these items.

MAIL SLOT

A mail slot is provided at the office for payments and written communications.

Please be certain you list your unit number on all mail for speedier delivery to you. If you are not home, parcel delivery will be made to the office and a notice left on your door for pick-up.

MOVE-IN/MOVE-OUT INSPECTION

Upon moving into or out of Scottsdale East Homes, Inc., you are required to comply with the move-in/move-out inspection, with the assistance from the General Manager.

NEWS BULLETINS

News bulletins are published periodically and are hand delivered to each unit. Be sure to read them carefully. They contain information important to all members.

NOISE AND NUISANCES

Residents are to be considerate of their neighbors at all times. Residents or their guests may not make any disturbing noises, conduct music, stereo, television or partying in their unit or elsewhere on the property so as to harass, describe, annoy, or embarrass other members. Musical instruments, stereos, televisions and radios are to be kept low enough that no one else can hear them between the hours of 10:00 PM and 10:00 AM.

If a member's action does create a disturbance for other members, the offending member will be notified in writing that a complaint has been registered against them and that a copy of such has been placed in their file.

OCCUPANCY AGREEMENT

Your Occupancy Agreement is an agreement between you and Scottsdale East Homes, Inc.

Your Occupancy Agreement is automatically renewed unless terminated by you or the Board of Directors. You may terminate your Occupancy Agreement at any time after the completion of the Membership Listing Agreement, and upon the approval of a buyer. Scottsdale East Homes, Inc. cannot terminate your Occupancy Agreement except for cause. (See LATE CHARGES and TERMINATION)

The Occupancy Agreement gives you certain rights as well as responsibilities. The most

important points for you to keep in mind are listed here for your convenience. The items listed below will be found in your Occupancy Agreement. However, due to the importance, they are being repeated.

1. The Occupancy Agreement is a legal document that is evidence of a membership in the cooperative, and the individual's right to live in a particular unit.
2. The monthly payment is called "carrying charges." This is the cost of operating the cooperative. This charge may be adjusted by the Board of Directors to meet the financial needs of the co-op.
3. The cooperative is intended to be a member owned, member operated housing development, and is to be used for the member's personal occupancy only. Therefore, subletting of a unit is NOT permitted.
4. This is your home as well as other people's home. Courtesy and consideration are a must in such close living environments. Consideration is to be given to other members in your use of the property for your own enjoyment to ensure that their enjoyment is not violated.
5. Alterations or deletions to the structure may NOT be made without prior written consent of the Board of Directors.
6. NO pets are permitted on the property.

OFFICE HOURS

The Scottsdale East Homes office is open every business day from 7:00 AM to 4:00 PM. The office telephone number is 945-7561.

The office is closed for the following holidays:

New Year's Day, President's Day, Memorial Day, Good Friday, Fourth of July, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, Veteran's Day

Maintenance service will still be available on days the office is closed, for Emergency situations.

PETS

UNDER NO CIRCUMSTANCES ARE DOGS OR CATS ALLOWED!

Members who harbor a cat or dog on the premises **WILL BE ASSESSED A \$75.00 CHARGE** for this violation. The animal must then be removed from the property within 24 hours and not be returned. Future violation of this restriction will be cause for immediate eviction and termination of membership.

Seeing Eye dogs may be permitted upon presentation of verifiable requirement of same.

POLICE

To contact the Scottsdale Police Department, dial **480-946-9511** for **non-emergencies** and

Dial 911 EMERGENCY ONLY

PRIVACY

No member or their guests are permitted to infringe on the rights of other members.

SECURITY

Scottsdale East Homes does not provide special security measures. However, the following tips are offered for your security:

1. Notify the office of burned-out exterior lighting, faulty locks and lost keys as soon as possible.
2. Demand credentials from all maintenance and sales persons before admitting them.
3. Report any suspicious person, strange vehicle, or unusual activity to both the Manager and the police.
4. If you are planning to be away for an extended period, inform the office where you can be reached, don't tell every neighbor! Stop deliveries of newspapers.
5. Be sure that you are covered with fire and theft insurance for your possessions. Keep records of personal items such as TV, stereo, etc. Note serial numbers and descriptions. Keep checkbook, credit cards, and other documents out of sight.
6. Don't panic if your unit has been entered. Contact the policy immediately. Do not tidy up.
7. If you are going out, leave a light on in the unit, but not where bulb or lamp can be seen. Light should be diffused and look like more than one room is lit.
8. Double check the identity of visitors when they knock at the door.
9. Never give your telephone number or address to an unknown caller. He/she may have dialed at random. Never mention that you are alone. Keep the conversation to a minimum. If the caller is offensive, hand up. If persistent, contact the police.
10. Keep all doors and windows locked. Most burglaries are committed in the absence of the member.

VISITORS: When a visitor comes into the office asking for a specific unit number, it will NOT be given to them. What we will do is try calling you at home. If you are expecting the visitor, we will send them to your unit. If you are not home, we will ask the visitors to contact

you directly. This procedure prevents people, whom you might not wish to have it, from obtaining the location of your place of residence.

FAMILY: At no time will keys be given out for your unit to anyone whose name is NOT listed on your Occupancy Agreement, except for maintenance personnel. If you are out of town, and wish someone to be given the keys, we must have your request in writing before we can distribute them to anyone else. This is for your protection. Please assist us by making the necessary arrangements for your keys in advance of a need.

VANDALISM

Residents should report acts of vandalism to the office, giving unit number, or other location, description of persons involved, etc. Vandalism to your unit is your responsibility unless another party can be positively identified as responsible. Member, YOU are responsible for the actions of your guests.

A/C FURNACE FILTERS

The office will furnish filters for your unit. You may pick them up in the office. A good time would be when you are paying your monthly Carrying Charges. The member is responsible for changing the filter on the return air ducts once a month. It is very important to change the filters monthly for preventive wear on the compressor and less operating cost to the member. **IN THE EVENT DAMAGE IS DONE TO THE AIR CONDITIONER OR HEATER THAT IS CAUSED BY FAILURE TO REPLACE THE AIR FILTERS, THE RESULT WILL BE A CHARGE FOR COSTS OF THE PARTS AND LABOR TO REPAIR THE UNIT.** Change your filters.

VISITOR PARKING

All visitors must abide by the same rules as members. Please have your visitors' park in UNNUMBERED spaces only. Visitors who park their vehicle on SEH property for more than 5 consecutive days must obtain a temporary parking permit from the co-op office.

These rules and regulations have been adopted for the highest and overall good of all co-op members. If you feel you have special circumstances which warrant review by the Board of Directors, please address them in writing and deliver them to the co-op office for forwarding to the Board.