

# SUMMARY OF CO-OP RULES

(Updated October, 2015)

## A. Sale-of-Unit

1. The Board has the first right to purchase a unit.
2. All sales must have Board approval. The Board will interview all prospective buyers.
3. New Land Acres stock must always be sold together with Mohegan Woodlands stock.
4. All payments must be brought current before a unit can be sold.
5. Total closing fees of \$400 must be paid to the co-op upon the sale of a unit. Generally, \$300 is paid by the seller and \$100 is paid by the buyer, but the division of fees can be negotiated between buyer and seller.
6. In cases where both buyer and seller are represented by an attorney, the Board may also choose to be represented by an attorney. If such is the case, the co-op's legal costs will be borne equally by buyer and seller.
7. The Board may, at its discretion, permit the pledging of cooperative shares as collateral for a loan from a bank or other lender. The amount of such loan shall not exceed \$40,000 or 70% of the value of the unit, whichever is lower. Such loan shall be subject to all the terms and conditions of the regulations and by-laws of the cooperative (see amendment to Article V, Section 2©, Subsection 7, Paragraph 1).
8. All cottages for sale can be shown to a prospective buyer if s/he has come in response to an ad for a particular cottage, and if s/he asks about others. If a cottage is shown and subsequently sold to a person who came through an ad for a different cottage, the shareholder who placed the original ad must be reimbursed for half the cost of that ad by the successful seller.

## B. Subletting

1. The Board must be officially informed in advance of intent to sublet and has the right to screen prospective tenants. Board approval must be obtained for any rental.
2. Subletting is allowed every other year, unless the Board approves a greater frequency.
3. A sublet fee must be paid to the co-op, as follows: \$150 for sublet of one month, \$250 for sublet of more than one month. The fee can be paid by the owner or the renter or shared, however they mutually decide. These fees apply whether or not the owner is charging rent for the use of the cottage.
4. Minimum rental term is one month.
5. The Secretary will provide renters with copies of all relevant co-op rules.

## C. Expenditures and Insurance

1. Disposition of the proceeds from a fire insurance claim - see 'Other' section below.
2. The Board may spend, at its discretion, a maximum of \$5000 on any single item, provided that no more than three (3) such expenditures occur during the period between general membership meetings and that the expenditures are reported to the general membership as soon as possible. Any item over \$5000 must have membership approval first. The Board is authorized to spend above the \$5000 limit without membership approval for correction of what it deems to be a dangerous emergency situation.
3. The 'TO HAVE AND TO HOLD' paragraph of the Proprietary Lease, with the amendment passed in January of 2009, states how maintenance charges are determined.
4. The co-op pays for a fixed amount of insurance coverage for property damage on each cottage. This amount is periodically reviewed by the Board. Individuals who increase coverage above this amount will be billed for the additional premium at cost.
5. It is the individual owner's responsibility to cover repairs that fall below the deductible amount of the co-op's policy.

## D. Care of Grounds and Facilities

1. Pool regulations - available from the Secretary.
2. No tree is to be cut down without approval of the Board.
3. Parking on the grass is not permitted at any time nor is driving over the edges of the roadways, which breaks down the berm (raised areas which act as water barriers) and causes flooding. Motorized vehicles are restricted to roadways only.
4. Dogs must be leashed at all times, and walked off-grounds. Waste should be scooped. No animals are permitted within the pool enclosure.
5. Shareholders should police around their own cottages to keep grounds neat and orderly and are responsible for maintaining the exteriors of their cottages in good condition.
6. Tennis court rules - available from the Secretary.
7. Motorized vehicles must be parked in designated parking areas only, except for vehicles loading or unloading. Loading and unloading are restricted to the roadways and for the shortest period of time needed to accomplish the task. **PARKING ON THE GROUNDS BEHIND A COTTAGE IS NOT PERMITTED AT ANY TIME.**

## E. Payment

1. Maintenance is billed tri-annually (every 4 months) in January, May and September. Bills are sent in advance, and payment is due by the 1<sup>st</sup> of the billing month.
2. There will be a 2% late fee imposed for payments not received within 30 days of the due date. This rule will be enforced without exception.

3. Any cooperator in arrears on a tri-annual payment must pay the overdue amount within 10 days after the next tri-annual payment due date. At that time, the Board will determine any further action to be taken.

## **F. Construction**

1. All requests for interior or exterior construction must be submitted in writing to the Board for approval. Major additions or alterations must be described in a formal Alteration Agreement – available from the Secretary. Small construction changes may be described in a free form document. The complete “Rules Governing Building Improvements” document is also available

from the Secretary.

2. All approved construction must start after the Labor Day weekend and finish before the Memorial Day weekend.

3. Adding a new path or replacing an existing path must be approved by the Board.

## **G. Use of Social Hall for Private Parties**

To request use of the social hall for a private function, provide the Board with the following information:

1. date, so it can be determined if there’s a conflict with any other party request or scheduled meeting

2. start and end times of the event, including set-up and clean-up, to clarify how long the social hall will be in use.

3. approximate number of guests. If there will be a large number, try to make other parking arrangements since there is very limited guest parking, e.g., parking on local streets near Baker St. and walking up, or carpooling, if possible.

The caretaker should not be involved in any of the arrangements for private parties, including setup or cleanup.

## **H. Miscellaneous**

1. No oral statement or representation by any officer or director of the cooperative shall be binding on the cooperative, unless such representation shall be in writing and signed by the President and another officer of the corporation.

2. All damages and legal expenses resulting from any lawsuit brought against officers or directors, acting as such, or against the Board as a group, and not covered by insurance, shall be borne by the corporation.

3. A cooperator should absent him/herself from any vote where a personal interest is at stake.

4. A guest fee will be charged when more than two adults, excluding owner(s) and family members, occupy or consistently use a cottage during the season. These fees also apply to anyone living off-grounds wishing to use co-op facilities regularly.

5. Guest fees are as follows:

- use of pool only                                 \$100 per person
- use of tennis courts only                     \$175 per person
- use of pool and tennis courts               \$275 per person

Social fees are additional, to be determined each season by the Social Committee and approved by the membership.

6. The cooperative is responsible for paying the cost of all tile field replacements. The cooperator is responsible for septic tank replacement and cleaning.

7. The co-op maintenance staff will repair minor plumbing problems that are easily corrected. If it is determined that the problem needs the attention of a plumber, the cooperator is responsible for payment to the plumber as well as the cost of any parts or equipment needed to repair the problem.

8. Installation of an air conditioner or heater/air conditioner unit is permitted subject to the following conditions:

- submission of a written statement from a licensed electrician that the present electrical wiring in the cottage is adequate for the unit, or that a separate line has been installed to power the unit.
- installation of the unit in a location acceptable to the Board and to the neighbors
- installation of only one climate control unit per cottage
- installation of the unit through a wall not in a window

9. Installation of a dishwasher is prohibited.

10. Garbage Disposal and Recycling instructions - available from the Secretary.

11. Laundry room can only be used between 9:00 am and 9:00 pm. Be considerate in sharing machines with others.

12. A CO2 detector must be installed in any cottage that uses gas, either inside or outside the cottage, e.g., for stove, hot water heater, etc.

13. Use of large power tools or other noisy activities, e.g., power washing, should not be done during the summer season, which begins the July 4<sup>th</sup> weekend. The only exception would be an emergency repair, which must be approved by the Board.

## **I. Other**

1. Disposition of fire insurance proceeds:

- In the event of partial or total destruction of a unit, the money recovered shall be made totally available for the reconstruction of the building. Plans for the reconstruction are subject to approval by the co-op. Control of the funds shall be in the hands of the co-op.
- The unit must be rebuilt within two years and during this period the cooperator will be billed only for taxes and New Land Acres assessments, including taxes.
- If the cooperator decides not to rebuild, the corporation shares are forfeit and the unit lease shall be canceled.
- All monies received for the contents shall be turned over to the cooperator.