

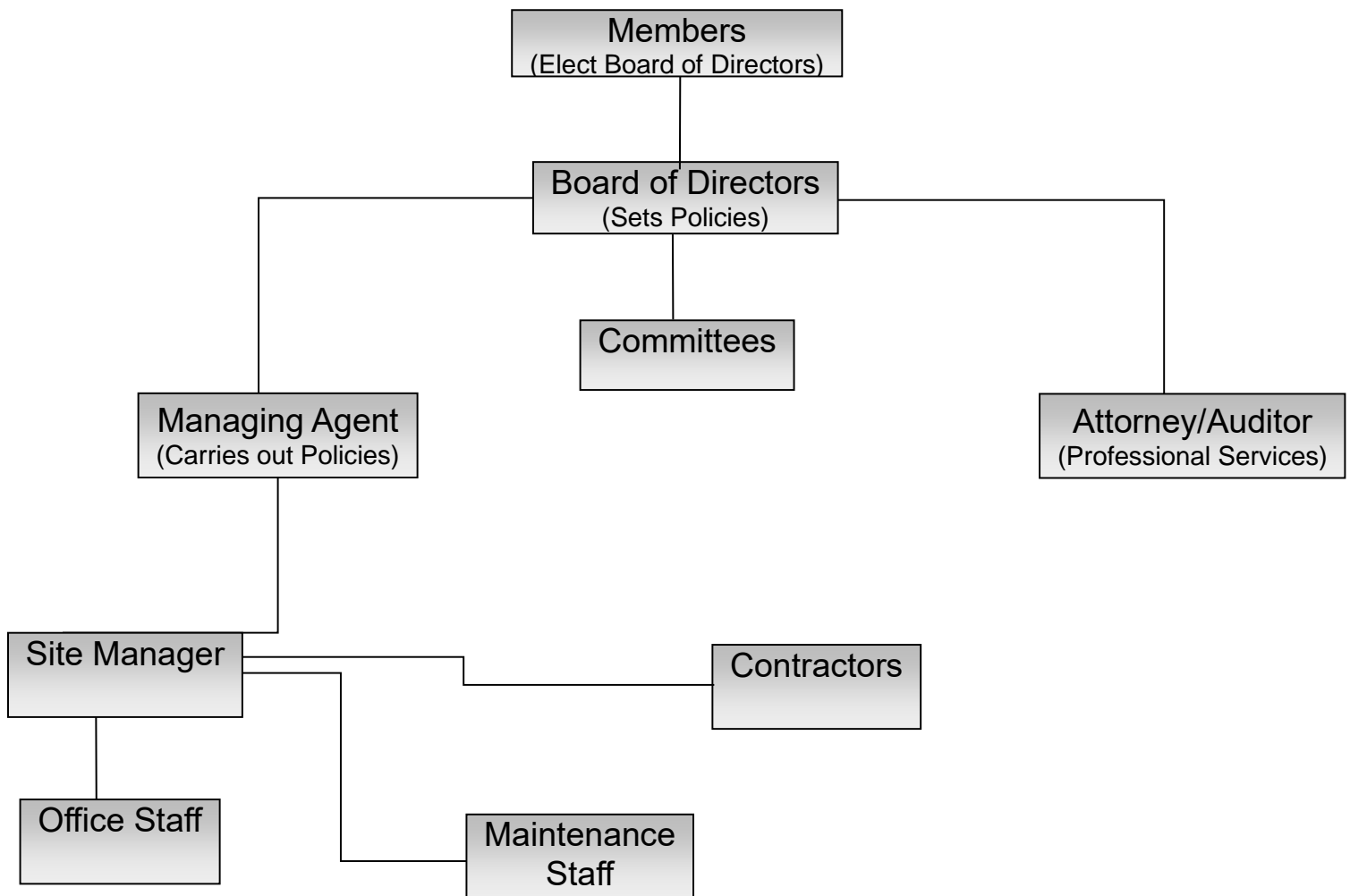


Rules We Live By

Your Cooperative

- Your Board of Directors governs the affairs of your cooperative and the administration is provided by a professional managing agent. The Board of Directors is elected by the members living in Independence Square Townhouses, Inc.
- You have received a booklet of all your corporate documents. Included in the booklet are the Articles of Incorporation, By-laws, Regulatory Agreement, Service Contract, Membership Agreement, Occupancy Agreement and Information Bulletin. Please keep your booklet for future reference.
- A five-person Board of Directors elected by the membership sets the rules and policies of the cooperative. They serve without compensation. The Directors elect the corporate officers. The Board may set up Cooperative Committees. These committees are responsible directly to the Board and may make recommendations.
- New members are provided with a Membership Certificate which is evidence that the holder is a member of Independence Square. The certificate should be returned to the cooperative if a member withdraws their membership.
- You may deduct for Federal Income Tax purposes that portion of your annual carrying charge payments that was used to pay for real estate taxes and mortgage interest. A prorated statement of real estate taxes and mortgage interest will be provided annually.
- The cooperative provides a wide range of insurance protection. However, certain coverage is the responsibility of the member. The cooperative fire and hazard insurance does not protect personal belongings of members. The liability coverage provided by the cooperative does not cover claims arising from accidents inside a member's townhouse or negligence on the part of the member or the member's family or guests. Members are required to purchase a renter's or homeowners' policy.
- The annual meeting of the cooperative corporation shall be held on the third Wednesday of September. At this meeting members are nominated for and elected by ballot to the Board of Directors. The members may also transact such other business as may come before them.

Who's in Charge? You are. The members are the sole owners of the property. The members elect the Board of Directors, which retains the Managing Agent. The organization chart shows how it works.



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Tab 1 Cooperative Member's Responsibilities

Section 1.1

Violations of the ``Rules We Live By" are violations of the Occupancy Agreement.

Members are responsible for themselves, members of their household and any guests who violate these rules while on the property. Members are notified of rules violations by the on-site office, the managing agent or the corporate attorney. Violations could result in a grievance meeting with the Board of Directors and the corporate attorney.

Members found in violation may be issued a right to cure the violation; or in the case of serious or repeated violations, the Occupancy Agreement may be terminated and a lawsuit filed for eviction.

Damage caused by any violations of the Rules We Live By will be charged to the member for both time and materials used.

A. Member Shall

1. Keep the unit clean.
2. Use all appliances, fixtures, and equipment in a safe manner and only for the purpose for which they were intended.
3. Not destroy, deface, damage or remove any part of the unit, common areas, or cooperative grounds.
4. Give prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment, or any other part of the unit or related facilities.
5. Remove garbage and other waste from the unit in a clean and safe manner (in trash bags and proper containers).
6. Maintain utilities other than water, trash and sewer service, which are provided by the cooperative.
7. Carry renters' insurance (HO4 or HO6) with \$100,000 liability coverage, showing Independence Square Townhouses as an interested party.

B. Member Agrees Not To and household occupants and guests shall not

1. Use the unit for unlawful activities, or allow any family members, visitors, or guests to use the unit and engage in drug trafficking and/or sales of

drugs.

2. Harass or intimidate another member, staff person or guest. These actions will not be tolerated and could be grounds for termination of occupancy.
3. Any behavior or actions which threaten the health or safety of the cooperative and members within will not be tolerated and could be grounds for termination of occupancy. This also applies to all household members and guests.

Section 1.2 Housekeeping Standards

A. General

1. Window and door openings should have no objects to obstruct exit in case of an emergency.
2. No propane tanks or gasoline should be stored in the unit.
3. Walls should be free of dirt, grease, holes, cobwebs, and fingerprints.
4. Floors should be clear of trash, dry, and free of hazards.
5. Ceilings should be free of cobwebs.
6. Windows should be washed and dusted and must not be nailed shut. All windows must have acceptable window coverings at all times when living in unit. Acceptable coverings include blinds, shades, vertical blinds, curtains, drapes. Shades or blinds must be intact.
7. Woodwork should be free of dust, gouges or scratches.
8. Doors should be free of grease and fingerprints. Locks must work.
9. Trash should be disposed of properly and not left in the unit.
10. Entire unit should be free of rodent and insect infestation. If a pest control issue is noticed, it must be reported to the office immediately.
11. Heating, ventilation or air-conditioning ducts in units should not be blocked or covered.
12. Dryer and bathroom exhaust should be free of dust and debris.
13. All surfaces should be cleaned with the appropriate, nonabrasive cleaning product.
14. Nothing may be stored within four feet side to side from floor to ceiling of the furnace, the water heater, the electrical panel, or the main sewer line.
15. Highly flammable materials cannot be stored in the unit.
16. Storm doors should be clean and free of hazards.

B. Hardwood Floors

1. Do not use Murphy's oil soap on hardwood floors.
2. Do not use any oil product as it creates a smeared look and makes future finishes more costly.
3. Dust mop or vacuum with a soft bristle weekly.
4. Damp mop only, as excessive moisture damages hardwood flooring.

-A solution of 1 half gallon warm water to 1 cup of Windex solution applied with a damp sponge mop will clean effectively.

5. Spills should be cleaned up immediately.
6. Use chair glides or protectors to minimize scratching.

C. Kitchen

1. Stove/Oven needs to be kept free of grease build-up. Don't let grease and food collect on the burners, drip pans or in your oven. This is a fire hazard.
2. Refrigerator should be wiped out and free of drips and spills. Freezers must not be over packed, and doors should close properly.
3. Cabinets should be clean and neat. Cabinet surfaces and counter tops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small lightweight items to permit access for repairs.
4. Sink should be free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
5. Garbage disposals should be used for food waste only. Do not dispose of grease, rice, pasta, bones, egg shells, coffee grounds, corn cobs, banana peels and stringy vegetables such as asparagus, lettuce, celery, coleslaw, and potatoes. Use cold water only.
6. Never pour grease down a drain. Grease should be poured into a container, sealed and disposed of in the trash.
7. Exhaust fan should be free of grease and dust.
8. All food storage areas should be neat without spilled food, and grease.
9. Trash/garbage should be stored in a covered container until removed to the disposal area.

D. Bathroom

1. Member shall keep the tub, vanity and toilet in a clean and decent manner.
2. Towel racks are not to be used as grab bars.
3. Tub stoppers and sink stoppers are not to be removed.
4. Clean the fixtures with a nonabrasive cleanser.
5. Do not put foreign matter in the toilet. It is designed for disposal of human waste only. Sanitary napkins, tampons, disposable/flushable wipes and disposable diapers must be put in the trash and not in the toilet.
6. The toilet drains shall not be used for any other purpose than that for which they were constructed, and no rubbish, rags, paper, ashes, grease or other substances shall be placed therein.
7. Do not dump cooking oil, animal fat, and/or grease into the bathtub, sink, or toilet bowl. It will harden in the pipes or in the sewer line.
8. If toilet becomes plugged: Turn off the water at your shut off valve (located below back of toilet), and plunge toilet. If the problem is not solved after several attempts have been made, call maintenance.
9. Damage to the plumbing resulting from misuse shall be billed to the member.

10. Floors should be mopped and dried regularly.

E. Utility Room and Basements

1. Basements are to be free of clutter and safety hazards.
2. The City of Independence Municipal Code prohibits using basements as sleeping quarters.
3. Personal property damaged by water or sewer is not the responsibility of the cooperative.
4. It is recommended that items be stored on elevated surfaces.
5. Dryer exhaust must be connected to an outside vent. Remove lint from dryers after every use.
6. Basement windows, furnace, water heater, electrical panel and the main sewer line must be accessible at all times.

Section 1.3 Carrying Charges and Other Payments

- A. Carrying charges are due on the first of every month. A member has until 5PM on the 10TH of the month to pay monthly carrying charges, after which a late fee is assessed. Notice of Default letters will be sent to any member with an outstanding balance. If the 10th falls on a weekend or holiday, a member has until 7:59AM on the following business day for payment to be made.
- B. Carrying charge payments can be made using check, money order, cashier's check or resident portal. No cash payments will ever be accepted. Any payment made after the 10th of the month must be in the form of a cashier check or money order. No personal checks will be accepted after the 10th of the month. After two attorney referrals for nonpayment if the member is again in default for nonpayment, member will be given 10 days to bring account current. If the member does not bring the account current the occupancy agreement will be terminated.
- C. Members have 10 days from the date of default notice to pay any charges. If charges are not paid within the 10-day time period, the member's account will be sent to the cooperative attorney. Attorney fees and court costs will be assessed.
- D. The waiving of late fees is available to members only one time in a 12-month period.
- E. If a member has two payments returned within a year, checks and online payments will no longer be allowed. You will be required to pay by money order or cashiers check.

Section 1.4 Charge Limit/Payment Method

- A. Payment arrangements are available on work orders or other service charges with approval. Members who choose this option are required to sign a financial agreement for payment.

Section 1.5 Clubroom Rental

- A. Any member in good standing may reserve the lower-level clubroom for a private party or personal function. This must be done by contacting the site manager to complete a reservation form. The lower-level clubroom is available to members of Independence Square to rent from 9 a.m. to 11 p.m. on Saturdays, Sundays and holidays and from 5:30 to 11p.m. on Monday through Friday.
- B. The lower-level clubroom cannot be reserved more than thirty (30) days in advance. A nonrefundable rental fee and a refundable security fee are required at the time reservation is made. These payments must be made by money order, check, or cashiers check.
- C. Keys will be handed out prior to the rental of the clubroom. It is the responsibility of the member to collect the keys from the site manager's office. If the key is not collected by 5 PM on a Friday, staff will not be called out to open the community room door.
- D. The clubroom is to be cleaned by the member immediately after use. The building must be vacated by 11 p.m. on the day of the reservation and keys are to be placed in the drop box.
- E. Any damage will be charged to the member.
- F. Smoking is prohibited in the clubhouse building.
- G. The deposit will be returned if the floors and condition of clubroom are left in an acceptable state. If not left in an acceptable condition, you will be charged accordingly by the cooperative for the clean-up and/or damages. A cancellation notice of 48 hours is required for the refund of rental fees. A member renting the clubroom is responsible for all actions of the member's guests.
- H. The cooperative reserves the right to refuse to rent the clubroom to members who have violated any of the clubroom rental rules.

Section 1.6 Deliveries

Neither the office nor maintenance staff will accept delivery of merchandise or parcels for members.

Section 1.7 Keys

- A. The cooperative furnishes keys and dead bolt locks for townhouses. Members cannot change the mastered locks provided. Keys are not provided for anyone who does not appear on the Occupancy Agreement.
- B. Bedroom doors can have a passage or privacy lock (non-keyed lock) installed. The handle must be installed correctly with the lock on the inside to allow anyone inside the room to exit through the door.

Section 1.8 Annual Household Updates

Members are required to update household composition, employment information, emergency contact information, animal and vehicle information annually. This paperwork will be sent to the member 30 days prior to the due date.

Section 1.9 Visitors

There is a 15-day limit for visitors in a three month period. At the end of 15 days, the member is required to notify the site manager's office. A new household composition must be completed and the visitor must be in compliance with cooperative guidelines to qualify for occupancy.

Section 1.10 Vehicles

- A. All vehicles owned by or in the possession of members or their family must be registered annually at the site manager's office. When a vehicle is replaced, it is the member's responsibility to file a new registration permit with the office within 10 days.
- B. A limit of one vehicle per licensed driver per townhouse is allowed on property grounds at a time. Every townhouse is allowed to have a maximum of three vehicles. A company vehicle used for employment will be included in the limit of one vehicle per licensed driver.
- C. All vehicles must have a valid state license plate. Vehicles not properly licensed will be subject to towing at the owner's expense. Only one 30-day temporary tag is allowed per vehicle per state guidelines.
- D. All vehicles including motorcycles, motor scooters, mini-bikes and trikes owned by, household occupants or their guests must be in operable condition or be

subject to towing at the owner's expense. Motorcycles count toward your vehicle limit.

- E. Every unit has one (1) numbered parking space assigned exclusively for the use of that unit. All other member's and guest vehicles must be parked in available unnumbered spaces. Members must park in their assigned spaces first when the numbered spot is available.
- F. Motorcycles, motor scooters and mini-bikes must be parked parallel to the curb in the member's numbered space along with the member's other vehicle, provided this does not cause the vehicle to extend into the roadway. These cannot be stored in the unit at any time. Vehicles are subject to towing if parked anywhere other than in the member's numbered spot or a guest spot.
- G. Vehicles larger than three-quarter ton must be parked in the guest spots in front of the fenced playground.
- H. Members may be charged for clean-up of oil leaks caused by their vehicles.
- I. Campers, boats, trailers or motor homes cannot be parked on cooperative grounds.
- J. All members and guests shall recognize and comply with all posted speed limit signs while on property.
- K. Parked vehicles should not extend over the sidewalk. If the front or rear of the vehicle extends over the sidewalk, it prevents mowing and/or snow removal. Parking is not allowed in the maintenance lots.
- L. The parking lot should be free of abandoned cars. There should be no car repairs other than changing a tire. During this repair vehicles should not be left unattended.
- M. Any vehicle parked in guest parking for more than seventy-two (72) hours will be subject to towing. Please notify the office if you plan to be gone for more than 72 hours.
- N. Any vehicle parked in a non-designated area such as the grass, sidewalk, fire lane, driving lane, maintenance driveway, No Parking zone or in front of a dumpster will be towed immediately.

Tab 2 Conduct

Section 2.1 Playground:

Please play on the swings, slides and other recreational equipment safely and appropriately. Any damage caused by members, residents or guests to the equipment or to the play area will be repaired and costs charged to the member's account.

The cooperative is not responsible for the safety of anyone on the playgrounds or in the common areas.

All animals other than service animals are not allowed inside the playground area.

Throwing rocks, mulch, gravel or dirt anywhere on the property is prohibited.

The following rules posted at the fenced playground, apply to all playgrounds:

1. Members are responsible for their guest and their guest's actions.
2. No foul or vulgar language or actions.
3. No alcoholic beverages or glass containers are allowed.
4. No loitering or playing from 10 p.m. to 8 a.m.
5. All trash and beverage containers must be picked up and removed before leaving the playground.
6. Anyone under the age of 12 years old must be supervised by a persons over the age of 18.
7. Skateboards, roller skates or bicycles are not allowed in the playground area.
8. No loud music.

Section 2.2 Sports Activities

Basketball is to be played only on the basketball court. No hard balls are allowed to be used. No golfing allowed on cooperative grounds. Members are not permitted to play handball against the buildings.

Skateboards or roller blades cannot be ridden in parking areas, on stairs or on grass. Using ramps or stairs for jumping is prohibited on cooperative property.

Bicycles and riding toys may not be ridden on the grass. They may be ridden on sidewalks and in parking lots but not between cars. Bicyclists and other riders on sidewalks must yield to people walking.

Camping is not permitted on cooperative property. This includes members' yards and the west field.

Section 2.3 Weapons

The discharge of a BB gun, pellet gun, paintball gun, bow, crossbow, slingshot or other weapons capable of inflicting injury or death is prohibited on Independence Square property by a member, occupant, guest (invited or uninvited)

Section 2.4 Grievance Procedure

- A. If the Board of Directors chooses to hold a grievance hearing or if a member requests a grievance hearing, the following procedure shall be followed.
- B. A notice shall be sent to the member which shall state:
 - 1. The violation of the Occupancy Agreement;
 - 2. That a hearing has been set to determine the sufficiency of grounds for violation;
 - 3. The date, time and place of such hearing;
 - 4. The grounds for the hearing and the specific section(s) of the Occupancy Agreement or rules and regulations violated;
 - 5. That the member may be represented by an attorney or other representative and may present witnesses and/or other relevant evidence;
 - 6. The member's failure to appear at the hearing will constitute a waiver of the member's right to a hearing on the issue(s) and that the hearing will not be continued except at the discretion of the Board of Directors.
- C. Hearing:
 - 1. The member may testify on the issues and may present witnesses and other relevant evidence.
 - 2. The hearing shall be informal and the legal rules of evidence shall not apply.
 - 3. The cooperative attorney shall conduct the hearing.
 - 4. Unless good cause exists to the contrary, the Board of Directors shall decide the issues upon completion of the evidence. The decision shall be in writing and delivered to the member.
 - 5. If the decision is in favor of the member, the complaint shall be closed and no further action taken on that complaint.
 - 6. Legal charges could apply.

Section 2.5 Curfew

No one younger than seventeen (17) shall loiter, wander, stroll or play in or upon the streets, parks, playgrounds or other property of Independence Square between the hours of 10 p.m. and 6 a.m. Sunday through Thursday and midnight. to 6 a.m. on Friday and Saturday in accordance with Jackson County law.

Section 2.6 Drug-Free/Crime-Free Housing

Independence Square has a zero-tolerance policy concerning illegal drugs. Member, occupant, or a guest (invited or uninvited) shall not engage in any criminal activity, including drug activity on the property. Drug related activity means the illegal manufacture, sale, distribution, use, possession, or possession with intent to manufacture, sell, distribute or use a controlled substance. A member will be considered in default of the Occupancy Agreement for any of the following:

- A. Drug-related criminal activity engaged in, on or near the premises, by any member, a person of the household, or guest (invited or uninvited),
- B. Determination made by the Cooperative based on a report that a member, a person of the household, or guest (invited or uninvited) is illegally using a drug.
- C. Determination made by the Cooperative that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- D. Criminal activity by a member, any person of the member's household, a guest or another person under the member's control that:
 - 1. threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff); or
 - 2. threatens the health, safety or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
- E. If the member, a person of the household, or guest (invited or uninvited) is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime or attempt to commit a crime, that is a felony or misdemeanor;
- F. Determination made by the Cooperative that abuse or a pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
- G. If the Cooperative determines that the member, any person of the member's household, a guest (invited or uninvited) has engaged in criminal activity, or has been arrested or convicted for such activity.

Section 2.7 Noise Level

In accordance with Independence Noise Ordinance, Section 7.10.0003 No person shall make, continue to make, or cause to be made, any sound disturbance on private property which, by being unusually or excessively loud, or unnecessary, annoys or disturbs a reasonable person of normal sensitivities.

In the event that a disturbance of the peace occurs, such as noisy cars, fighting, yelling, noisy parties, profanity, or any other loud noise, call the police department.

All member complaints or disturbances should also be reported in writing in writing during regular office hours.

Section 2.8 Solicitation

Solicitors and salespersons are not allowed in the Community unless they have received prior approval from Management. Members shall report all solicitors or salespeople to management immediately.

Section 2.9 Yard Sales

Members are allowed to participate in two community yard sales during a calendar year. The following rules shall apply:

- A. Signs must be removed from the property the morning after the sale is over.
- B. All merchandise must be brought inside the unit every night if member is having a multiple-day sale.
- C. Multiple-day sales are limited to three consecutive (3) days.
- D. The Member is responsible for any liability or damage caused during a yard sale.

Tab 3 Maintenance

Section 3.1 Maintenance Responsibility

The cooperative is responsible for the maintenance of the grounds and the buildings. The maintenance department will not work on a member's alteration or any improvements.

Members are responsible for alteration or improvements, glass, screens and any physical damage caused by a member of the household, their guest (invited or uninvited) or—any animals.

Section 3.2 Work Order

Members are responsible for promptly reporting any necessary repairs or maintenance items to the management office in a timely manner.

Section 3.3 Routine Maintenance

If maintenance comes to your unit and discovers a disabled smoke detector, a maintenance assessment will be charged to your account. Do not disable your smoke detector.

A. Furnace Maintenance

1. The furnaces are inspected annually at no charge. Filters are changed twice per year. Members may pick up filters to install themselves during the year from the site manager's office at no charge.

B. Smoke Detectors

1. All townhouses will have working smoke detectors or smoke/carbon monoxide detectors, on all levels. All detectors will be inspected in the unit and are required to be operable. Maintenance will replace batteries free of charge in smoke detectors. The smoke/carbon monoxide detectors are tampered resistant 10 years.

Members shall not take any action to make either type of detector inoperable.

2. Members may exchange old smoke-detector batteries for new ones at the office.
3. If maintenance comes to your unit and discovers a disabled smoke or smoke/carbon monoxide detector, a maintenance charge will be assessed to your account for replacement or reinstalling the detector.

C. Snow

1. Priority for snow removal is as follows:
 - (a) Driving lane
 - (b) Main walks
 - (c) Sidewalks and steps to homes
2. Members are responsible for clearing their assigned parking spots and the unit number painted on the curb. All snow should be placed in a way not to impede traffic or walking paths such as sidewalks.

3. All items must be removed from steps and porch to allow maintenance to clear snow. Maintenance is not responsible for damage to any items left by member. Failure to remove items before snow will prevent maintenance from clearing members' steps and porch properly.

D. Extermination

1. Pest control is contracted to an outside company.
2. Pest control inspections are mandatory. If we are unable to access your unit, you will be found in violation.
3. Members must report any suspicion of the presence of bed bugs immediately to the on-site office. If an infestation is present, treatment will be provided at no cost to the member as long as the member's full cooperation is given.

Should a member fail to follow the instructions for eliminating the pest or should the member have repeated infestation issues in the unit, the members account may be charged for treatment.

A members failure to report suspected infestation and/or failure to comply with the necessary procedures for eliminating the pest will result in a violation of the Occupancy Agreement and possible termination of occupancy.

Section 3.4 Emergency Services

For emergency services, call the cooperative office at (816) 252-0444 and follow the prompts.

Approved and required emergency calls are as follows:

- A. Bathroom stool inoperable. (This applies if there is one bathroom.)
- B. Flooding Water: Broken pipes, water running continually with no way to shut it off. In the event of a water overflow, please locate the shut-off valve under your sinks or at the base behind your toilet.
- C. Furnace, air conditioner or water heater inoperable
- D. Electricity out (Check circuit breaker panel first.)
- E. Sewer back-up and/or main sewer line clogged.
- F. Gas odor in unit (You must call the natural gas service provider and maintenance.)
- G. Broken window, not merely cracked, under severe weather conditions or extreme conditions.
- H. Refrigerator inoperable
- I. Flooding basement
- J. Roof leaks and water damage
- K. Oven not working. If you smell gas, call the gas company.
- L. Exterior doors insecure
- M. Smoke detector not working.

If you request an emergency call that is not on the list of defined emergencies, the board has determined that maintenance need not respond. Regular maintenance hours are 8 a.m. to 5 p.m. Monday through Friday.

Section 3.5 Lock-outs

There is a charge assessed for lock-outs.

If a member of the household is locked out of the unit, the member or co-member must authorize the maintenance department to unlock the door.

Section 3.6 Inspections

Inspections of your townhouse-are required. You will be sent a notice prior to the inspection date. If access is denied to the townhouse, you will be found to be in violation.

Tab 4 Building

Section 4.1 Light Bulbs

Light bulbs are provided for front and back porch light fixtures in an effort to encourage members to leave these lights on at night for security purposes.

Section 4.2 Security Alarms

Security alarms are permitted in Independence Square. The office must have your code in the event of an emergency to allow maintenance to enter the unit. An Installation/Alteration permit must be filed and approved before installing security systems. There can be no cameras mounted outside of a unit.

Members are allowed to install a Wi-Fi enabled video type doorbell with camera and intercom after an Installation/Alteration permit is submitted and approved.

If maintenance must enter a member's unit in the event of an emergency, any charges from the alarm company or the city are the responsibility of the member.

When calling in work orders members need to notify the office that the unit has a security system.

Section 4.3 Antenna/Satellite Dish

Antennas are not allowed outside of the unit.

Installation of a satellite dish is authorized provided the following requirements are met:

- A. An Installation/Alteration Permit must be submitted and approved by the office staff prior to installation.
- B. The member must supply the name of the company installing the system. Members may not install the system.
- C. The installation technician must contact the office staff prior to installation. The office staff gives instructions to the installation techs of the Independence Square rules.
- D. A satellite dish cannot be attached to the townhouse or the roof.
- E. A satellite dish must be installed in the backyard on a galvanized 2-to-2 1/2-inch pipe, anchored in the ground at least 24 inches, supported by concrete. The pipe must extend above the ground 48 inches. All wires must be buried 12 inches deep.

- F. Member must call 1-800-Dig-Rite prior to digging.
- G. Wiring must be inserted through the foundation of the townhouse, not through the siding or brick. The hole in foundation must be prepared to prevent water leakage. Wiring from the pole to the townhouse must be buried a minimum of 12 inches.
- H. The member will be responsible for any damage incurred due to installation of the satellite dish. Members are required to restore the townhouse to original condition when membership is terminated.

Section 4.4 Clothes Lines And Dryers

No clothes lines allowed

Section 4.5 Heating Devices

Absolutely no kerosene heaters or wood stoves are allowed. Only U.L. - approved electric heater with a safety shut-off will be allowed as an added heating method.

Section 4.6 Fireworks

Fireworks are not permitted on Independence Square property.

Section 4.7 Doors

Members are not allowed to paint, place stickers, or deface in any way interior or exterior doors.

Section 4.8 Windows

Cost to replace or repair damage to windows or screens will be charged to the member. Window air conditioning units are not allowed.

Section 4.9 Plumbing Work

A licensed plumber must be used to run gas lines for new and existing appliances. An Installation/Alteration permit must be submitted and approved for new installations.

Section 4.10 Alterations

- A. Improvements or physical changes to the exterior or interior of a townhouse must be pre-approved. An Installation/Alteration Permit must be completed, submitted and approved before any work begins.
- B. Upon completion of approved alterations, work must be inspected by a cooperative representative. Permits not completed within 90 days from approval must be resubmitted for approval.
- C. Nothing can be permanently attached to the outside of the building.
- D. Wall-to-wall carpet will not be allowed in the bathrooms or kitchens.
- E. The Board of Directors or cooperative representative may revoke any approved Installation/Alteration Permit if the improvement falls into disrepair or creates a nuisance, danger or hazard. Costs to repair or to restore the change or alteration to the original condition will be charged to the member.
- F. Should a member disagree with the rejection of a listed improvement, the member may petition the Board of Directors in writing. The Board of Directors will consider the request and advise the member of the decision.

Tab 5 Grounds

Section 5.1 Illegal Dumping

The trash dumpsters on property are for the use of Independence Square members only.

Section 5.2 Improvements To Grounds

A. Flower beds: Flower beds in front and back yards shall be planted next to the building. They shall not extend beyond the stoop approximately 56 inches. They will be sloped away from the building to allow for drainage.

Raised flower beds are an improvement and must be treated as such. Any type of edging must allow for drainage and may not be more than six inches high.

Yard ornaments are confined to the flower bed.

All flower beds must be kept weed free and maintained by the member. This includes all potted plants that may be outside.

B. Bushes: All bushes, shrubs, plants of any kind located in the ground are subject to being trimmed or removed by staff as necessary.

Bushes allowed for Independence Square grounds are forsythia, yews, variegated euonymus, burning bush or lilac bush.

All trees and bushes in common areas are the property of the cooperative. Members may not remove a bush or tree from the property without permission.

Section 5.3 Trash Disposal

Trash must be disposed of properly in a tied plastic trash bag. Do not leave trash outside the receptacle. Items too large such as appliances, carpet and furniture must be brought to the maintenance shop, after a call to the site office has been made. Trash pick-up is provided three times a week. Items found outside the dumpsters will be examined to determine ownership and the owner will be levied a charge.

Once items have been placed in the dumpster, they should not be removed. No scrapping is allowed on Independence Square property.

Hazardous material such as tires, batteries, Freon, paint, thinner and oil should not be placed in the dumpsters. Members must arrange for legal disposal of such items.

Section 5.4 Grounds

Front and back yards, porches, decks, steps and sidewalks must be kept ~~clean and~~ free of cigarette or tobacco litter, clutter, debris, and trash including porches, decks, steps and sidewalks. Items in the front yard are limited to the flower bed. Members are limited to six items within the confines of the flower bed.

Back yards are limited to one lawn mower and weed eater , one lawn furniture set, and 8 (eight) other items. A maximum of 10 (ten) items allowed. All allowed items should be stored properly and neatly.

Anything left improperly stored may be moved to accommodate mowers and a charge assessed. The cooperative is not responsible for items that were left improperly stored.

Unfenced back yards cannot have any items left unattended.

Signage will be allowed to be placed inside your flower bed or fenced in back yard. A limit to one sign, no bigger the 14 inches by 18 inches is allowed.

Window wells are not to be used for storage.

Members who violate these standards will be notified of the violation and allowed 48 hours to comply.

Three separate violations of grounds rules within a 12-month period may ~~will~~ result in a grievance hearing. Unless deemed a safety hazard.

Grills must be stored 10 feet from the building, and cannot be stored on decks. Grills must be stored properly in a fenced in area.

Section 5.5 Storage Containers

An Installation/Alteration permit for a storage container must be filed and approved.

The storage container can be placed only in back yards against the building or against the fence.

Plastic or molded resin storage containers must be within the dimensions of 5 feet wide by 3 feet deep by 6 feet high.

Section 5.6 Greenhouse

An Installation/Alteration permit for a portable greenhouse (greenhouse) must be filed and approved.

Walk-in greenhouse can be up to 5 feet x 5 feet x 7 feet and placed only in fenced backyards.

All greenhouses need to be secured. Greenhouses can have no torn or worn sides. Any greenhouses not in use should be dismantled and stored inside.

Section 5.7 Outside Decorations

- A. Chimineas, fire bowls and fire pits are not allowed.
- B. Outside Holiday Light Specifications
 - 1. Only small bulb, exterior, fused, UL-approved holiday lights may be installed.
 - 2. Holiday lights may be attached on the lower eave with clips approved by the maintenance department. Do not attach to shingles or other areas.
 - 3. Outside lights must have no more than three 100-bulb strings attached together and where plugged together, they must be taped with electrical tape to keep out moisture.
 - 4. Holiday lights and yard decorations can be installed 15 days before a holiday and must be removed within two weeks after the holiday except for the time period from October 1 through January 15.
 - 5. Members are prohibited from climbing onto roofs.
 - 6. All decorations installed cannot cause any type of a trip hazard.

Section 5.8 Outside Faucets

Outside water faucets must be shared by members that are on either side (front and back). If you refuse to allow your neighbor proper use of a faucet, the member can request that maintenance go into your unit and turn on the faucet. This will result in a charge to your account.

Water is provided for normal use. Summer water usage is limited to watering grass, shrubs and flowers. Running of a sprinkler for the purpose of play in is prohibited. If water is allowed to run unattended or allowed to run into the street, the member will be charged. Washing motor vehicles on cooperative property is prohibited.

Water hoses cannot create a tripping hazard.

Section 5.9 Decks/Patios

No new decks or concrete patios are allowed to be placed or built on cooperative grounds. Preexisting decks and patios are allowed only in fenced backyards. An Installation/Alteration permit must be submitted and approved prior to any work being started.

- A. Existing decks must not be attached to the townhouse or obstruct utility meters or wiring. Decks can be no larger than 12 feet by 12 feet square.

- B. Patios must be sloped away from townhouse to allow drainage. No poured concrete or asphalt patios will be allowed. Brick, stone or patio blocks are allowed.
- C. If emergency or structural repairs are needed by utility companies or by the cooperative, the member is responsible for any cost in removal or replacement of decks or patios.
- D. Members acknowledge and agree that upon the sale of membership, either the buyer will assume responsibility for the patio or deck or the member will restore to the original condition or pay for the cost to do so.

Section 5.10 Pools

No wading pools shall be allowed except for plastic wading pools no larger than 5 feet in diameter and no more than 12 inches in depth. Wading pools can be set up only in a fenced back yard. Pools are not to be left unattended and must be emptied daily and stored so that water will not collect in them

Any damage to the grounds will be the member's responsibility to repair.

Slip-N-Slides are not allowed.

Section 5.11 Tools

There are tools available for members to borrow. They are-consist of lawn mowers, weed eaters, rake, shovel, hedge trimmers, and a hoe.

Member should call the office to arrange a time for picking up the tool.

Tools must be returned within two (2) hours. If not returned within the time specified, maintenance will pick up the tools and a charge will be assessed to the member. Only members who have signed an occupancy agreement are eligible to check out tools.

Section 5.12 Yard And Common Areas

Planting that could cause structural or mowing problems will not be approved.

No clinging vines or flowers shall be allowed on building.

- A. Trampolines are not allowed.
- B. . Canopies are allowed on cooperative grounds for no longer than of 48 hours in fenced areas.

Section 5.13 Fence Regulations

Back yards may be fenced. The fence must be (4) four feet high, chain link, measuring the width of the townhouse and no more than 20 feet deep.

An Installation/Alteration permit must be submitted and approved before any work is started. Permits will not be approved for privacy fences.

The member is responsible for fenced back yards. They are to be mowed and kept free of clutter. Grass is not to be more than 6 (six) inches tall. If you receive notice from maintenance to mow your yard, you will have five days to do so. If you receive notice from maintenance to mow your yard, you will have five days to do so or maintenance will mow and your account will be charged.

The fence and gate must be maintained and in good order, or maintenance will remove them at the member's expense.

Gates are not allowed to have locks.

If a member gets three notices for mowing violations during a calendar year, the fence could be removed by maintenance and your account charged.

Tab 6 Pets, Service Animals and Assistance Animals

Any member accepting the duties of animal ownership will be required to abide by all Independence Square's rules and regulations, the laws of the state of Missouri and the City of Independence ordinances concerning animal ownership.

Section 6.1 Animal Permit

All members must file a statement whether or not the member has a pet on the premises at the time of move-in and every year or within 10 days of acquisition of the pet. -

Section 6.2 Animal Registration

- A. Annual applications for an animal permit registering all animals must be completed and filed annually.
- B. Veterinarian's certificate showing pet's weight, breed and proof of rabies inoculation and a photo of your pet must be provided.
- C. All pets must be registered with the cooperative office prior to coming onto the Independence Square premises.
- D. A one-time, nonrefundable fee per individual pet at the time of registration is required.

Section 6.3 Pet Privileges

Pet owners may have two (2) dogs or two (2) cats or one (1) dog and one (1) cat per household and One (1) aquarium up to 50 gallons for fish. Members will be responsible for any water damage to the unit from the aquarium. One (1) appropriate habitat for a reptile. Two (2) birds in cages kept indoors. Two (2) hamsters, guinea pigs, gerbils and ferrets kept indoors.

Section 6.4 Pet and Animal Restrictions

- A. Visiting or non-registered animals are not allowed. The only animals allowed on the property are those that have been registered and approved.
- B. No-animal sitting of nonregistered animals.
- C. No permits shall be issued for animals having the propensity to injure. Animals cannot threaten others by attempting to bite jump upon, charge toward or otherwise cause others to fear immediate personal injury to themselves, to other people or to their own animal.
- D. Independence Square Townhouses may require the removal of a pet/service

animal whose conduct or conditions is duly determined by management to constitute a nuisance or a threat to the health and safety of the other members, or of any other persons in the community. Member shall take adequate precautions to prevent pet or service animal from disturbing neighbors. Barking, whining, howling, loud meowing, scratching, crying, or other such noises. will not be considered acceptable behavior.

- E. Maximum aquarium size shall be fifty (50) gallons. Members will be responsible for any water damage to the unit from the aquarium.
- F. No animal owned for breeding purposes shall be kept on Independence Square property.
- G. All dogs and cats must be spayed or neutered. Written proof must be filed in the office.
- H. Animal food cannot be left outside.
- I. Houses for animals are permitted in fenced back yards only. You may only have an animal house only if the member has a registered animal. One house per animal allowed. The animal house will count toward your 10 item allowed limit.
- J. All cats and dogs will be vaccinated in accordance with the rules and regulations of Independence Square and the ordinances of the City of Independence. Verification must be submitted to the on-site office within 10 days of the vaccination.
- K. Any damage to the cooperative ground or structure including the inside and outside of a unit is the animal owner's responsibility. The member will be charged for material and labor in accordance with the Occupancy Agreement.
- L. No animal is to be left outside after 10 p.m. or before 7 a.m. Animals cannot be tied up or left outside unattended at any time.
- M. When outside a fenced yard, all animals must be leashed, restrained and under the control of a responsible person when on cooperative grounds.
- N. Removal and disposal of animal waste are the responsibilities of the animal owner. Animal waste must be removed immediately from the grounds and placed in a sealed or tied container before being properly disposed of in a trash receptacle. A fee will be assessed if staff has to clean up after your animal.
- O. The owner of an animal will be held financially responsible for any actions of such animal. In addition, the owner agrees to totally accept all liability that animal ownership may create.

Section 6.5 Service/ Assistance Animals

Service animals shall be required to abide by all health and safety regulations imposed upon animals under Section 6.4. No registration fee will be assessed for a service/assistance animal.

Section 6.6 Animal Complaints and Procedures for Enforcement

- A. The complainant should attempt to verbally correct the problem with the animal or animal owner.
- B. The complainant should bring the problem to the attention of the proper city authorities such as the Independence police or Independence animal control officers.
- C. Complaints to management concerning pets or animals must be in writing, dated and signed by the complainant. A complainant must be willing to attend a grievance hearing when requested by the Board of Directors.
- D. In the event the problem has not been corrected after the enforcement procedures have been followed and notice has been given, the Board of Directors shall hear the matter and decide whether a pet permit should be revoked or the animal removed from the property permanently.

Revocation means the owner of a pet must remove the pet from the property permanently.

- E. The violation of this policy or of any Independence animal ordinance may result in the owner's loss of pet privileges or membership.
- F. Any animal that bites, attacks or causes injury to a person or another animal may be removed immediately and permanently from the property at the discretion of the Board of Directors or an animal control officer or health or police officer in accordance with Independence City Code.
- G. A animal permit application may be rejected on the grounds that the owner has had verifiable complaints filed against the owner's animal or animals.

Tab 7 Move-Out

Section 7.1 Rehabilitation

When a member decides to move out, there can be a preliminary inspection upon request. At this inspection a member of the office staff, a member of maintenance and the member go through the townhouse and list what needs to be done to restore the unit to a condition acceptable to the cooperative. When the member vacates the townhouse, a final inspection is done. At the final inspection, the member will receive a list of items that still need to be completed.

The following repair items must be done either by the cooperative or by a contractor approved by the cooperative. The cooperative will charge the member that is moving out the exact cost the contractor charged the cooperative for material and services. A copy of the contractor's invoice will be in the move-out packet for the outgoing member.

- Doors and woodwork (replacement)
- Floor, refinishing or hardwood, or replacement of vinyl flooring
- Refinishing of cabinets
- Kitchen counter tops
- Bathroom fixtures
- Ceiling repair and painting
- Electrical and gas line repair must be done by a licensed electrician, and/or plumber.
- Structural

To leave your townhouse in acceptable condition in accordance with your Occupancy Agreement, the following things must be done before your final Move-Out Inspection. Any part of these rehab requirements found unacceptable upon final move-out inspection will be corrected by Independence Square and billed to the outgoing member.

Carrying charges are due for 90 days after a member moves out or until the membership is sold within those 90 days. If a member fails to pay carrying charges during the 90 days the member's account will be referred to the attorney for collection of carrying charges and possession of the unit.

Section 7.2 Painting

- A. Independence Square-approved wall paint can be purchased through the maintenance department. It is strongly suggested that if you do your own painting, that you completely paint walls in the smallest bedroom in your unit. Then contact the office to have office staff examine your painting to make sure it will meet the painting standards.
- B. All walls must be free of holes, indentations, cracks, or any foreign objects. All holes, cracks, indentations must be filled with drywall mud and sanded smooth before painting. Any stains on walls and closet shelves must be sprayed with stain killer and painted with no-bleed-through, to be acceptable on inspection. Drapery, blinds, and rods or brackets must be in good condition, cleaned, listed and sold as an improvement. If window treatments are not acceptable, remove all brackets, fill holes and sand smooth before painting.
- C. All walls, closets and shelves must be freshly and evenly painted. The walls will need to be painted with Independence Square-approved standard paint. Closets and shelves should be painted with flat white. Where there is wallpaper or paneling, it must be in good condition, listed and sold as an improvement. Walls painted with any color, gloss, or semi-gloss must meet same standards and must be accepted by incoming member on a signed waiver but cannot be sold as improvements. Painting is not acceptable if it is thin, streaked, bleeding through or has shadows.
- D. Remove, clean and spray paint all supply and air return vents if necessary. Floor vents are to be spray painted with gloss enamel in brown or beige only. All air return and ceiling vents are to be spray painted with gloss enamel in white only. You may purchase enamel spray paint from the maintenance department.
- E. All walls and ceilings in nicotine units are required to be cleaned with trisodium phosphate, TSP, and primed sealer prior to being painted.
- F. Any repairs to the wall surface including painting must meet Independence Square standards or they will be corrected at the outgoing member's expense.

Section 7.3 General

- A. Clean all outlet and switch plate covers. All switches, outlets and covers have to be the same color. If you have your own covers, they must be in good shape, listed and sold as an improvement. Any painted, cracked or missing outlets, switches or covers will be replaced and billed to outgoing member.
- B. Clean all globes and fixtures.
- C. All light sockets must have white bulbs of no more than 60 watts, or the equivalent of, installed and working. Bulbs will be replaced at cost to outgoing member.

- D. Clean all doors inside and out and the hardware. All doors must be cleaned of any type of dirt or paint.
- E. Hardwood floors are to be cleaned. If there are any scratches, burns, stains or damage, only contractors approved by Independence Square can refinish, replace or repair hardwood floors in the unit. Your account will be charged for these services, unless damage was noted on your move-in sheet.
- F. Carpeting must be shampooed or steam cleaned. Independence Square will remove carpet if it is stained or ripped or has a worn-out pad or lacks tack strips. Vinyl flooring will be replaced if it is stained, gouged, ripped, worn out or otherwise damaged in any way at a cost to the outgoing member.
- G. All windows (inside and out), tracks, metal frames, sills and storm doors must be cleaned and free of paint and dirt.
- H. All surfaces should be cleaned with the appropriate nonabrasive cleaning product.
- I. All improvements should be clean and in working condition.

Section 7.4 Kitchen

- A. Remove all shelf paper and liners from cabinets and drawers. Clean inside and out of cabinets and drawers.
- B. Clean countertop and backsplash. Remove all stains.
- C. Clean refrigerator inside and out. Do not turn refrigerator off or leave unplugged. Turn to lowest setting and close the door.
- D. Clean stove inside and out.
- E. Clean sink, remove all stains, rust and grease. Thoroughly clean faucets and chrome. Be certain to clean garbage disposal and area under sink.
- F. Countertops with burns, stains, gouges or water damage will be replaced at the expense of the outgoing member.

Section 7.5 Bathrooms

- A. Medicine cabinets must be in good condition. If medicine cabinets are stained or damaged, they will be replaced.
- B. Clean bathtub. Remove all decals and mats. There can be no stains, chips, holes, soap film or mildew on the tub or surrounding walls. Remove all shower

curtains and hooks unless sold as improvement.

- C. Thoroughly clean faucets, towel bars, paper holder, brackets and all chrome. All items must be paint-free.
- D. Toilets must be cleaned.

Section 7.6 Front & Back Yards

- A. Outgoing members who have fenced-in yards are responsible for their yards until a new member moves in.
- B. Trim all plants away from the building and fence. Remove all dead plants, weeds or grass from flower beds. All flower beds and borders must be in good condition, listed and sold as improvements.
- C. Holes or bare spots in fenced backyards must be filled with top soil and leveled to grade and seeded.
- D. The fence must be in good condition with working latching gate, listed and sold as improvement.
- E. Only outdoor items listed and sold as improvements may be left in yard.
- F. Entire yard needs to be free of any animal waste.

Tab 8 Complaints

Section 8.1 Complaints

All complaints concerning any violations of these rules must be in writing, signed and submitted or sent by email to the on-site manager.

The complaint process is as follows:

- A. After a written complaint is received by the office, It is reviewed for validity and assessed appropriately. If a violation occurs the member the complaint is against may receive a notice from the office. Depending on the issue reported a grievance hearing may be held.
- B. If the member is found in default, the member may be given a specific amount of time to cure the problem.
- C. If the member continues to break the rules, it could lead to eviction.

Tab 9 Camera Footage

Section 9.1 Camera Footage

- A. Camera footage will never be provided to the members or occupants. Footage will be provided only to law enforcement.
- B. A member may request that the footage be pulled and stored for review by a law enforcement agency.
- C. Footage will be provided to a law enforcement agency only by written request or as required by law.

Tab 10Appendix

Section 10.1 Complaint Form

COMPLAINT FORM

Your Name _____

Your Address _____

Your Phone Number _____

Complaint Against:

Name _____

Address _____

Nature of Complaint _____

Date of Offences _____ Frequency of Offense _____

What have you done to attempt to solve the problem?

Talked to the neighbor Yes _____ No _____

Contacted Co-op office Yes _____ No _____

Contacted maintenance Yes _____ No _____

Contacted board Yes _____ No _____

Contracted police/security Yes _____ No _____

Contacted managing agent Yes _____ No _____

If yes to any of the above, what were the results _____

Is there any information you would like add? _____

Signature _____ Date _____

Office Comments _____

Section 10.2 Good Neighbor Nomination Form

Good Neighbor Nomination

Your Name: _____

Your Address: _____

Your Phone Number: _____

I nominate: _____

(Please give full name of neighbor you are nominating.)

Neighbor's Address: _____

Neighbor's phone number: _____

Please understand that phone numbers are necessary so we can talk with both the nominator and the nominee to verify all information. Phone numbers will not be published in the newsletter.

Explain why you are nominating this person. What has she or he done to be a good neighbor? _____

Tell us about your neighbor: Why does or did your neighbor do this? _____

In what way does this act of kindness help you or others? _____

How long has he or she lived in Independence Square? _____

Optional:

Other members of the household: _____

Any other information you'd like to share? _____

****For Office Use Only****

Is the nominee a member in good standing? _____ Yes _____ No

Section 10.3 Installation/Alteration Permit

INDEPENDENCE SQUARE TOWNHOUSES, INC. INSTALLATION/ALTERATION PERMIT

Application

I hereby apply for permission to install the following major appliances and/or make the following alterations in or around my townhouse:

Work performed by:

Actual cost and true value of the work:

Name

Address

Date

Permit

This permit requested above is hereby (granted) (denied), subject to inspection of installation.

If not an authorized improvement, the member may be required to restore the townhouse to its original condition if the membership is sold.

This permit is subject to all requirements of the By-Laws, Occupancy Agreement and other applicable regulations.

Date: _____ Cooperative Representative: _____

*Please call office when the work has been completed for
A cooperative representative to complete an inspection. *

Inspected and approved by: _____ Date: _____