



# **Policy Handbook**

**(001) MEMBER SELECTION POLICY**

**(REV 1/12/06)**

It is the policy of Berkshire Village Townhouses. to strictly adhere to all fair housing laws, including Title VIII of the Civil Rights Act of 1968 as amended. No applicant shall be discriminated against or denied housing because of race, color, religion, sex, national origin, familial status or disability, or any other characteristic protected by law.

**(002) QUALIFICATION CRITERIA**

**(REV 06/26/13)**

The following criteria must be met before any potential buyer can be accepted by Berkshire Village Townhouses. This includes any potential buyers obtained by the member. Additionally, qualification criteria number **6, 7, 8, & 9** also apply to any additional or new household member(s) over the age of ten (10) prior to their occupying the unit. All decisions regarding the acceptance of new members and new household members will be made by Berkshire Village management/Board of Directors. As part of the screening process, all public records and/or law enforcement will be consulted.

1. The applicant (s) has an acceptable rental or mortgage payment history.
2. The applicant (s) has an acceptable credit rating or history.
3. The number of persons in the household does not exceed the member occupancy limit guidelines established by the Cooperative.
4. The applicant's total household income is below HUD's current income ceiling.
5. The applicant's total monthly household income must be at least three (3) times the monthly carrying charges on the unit style being applied for.
6. No applicant or household member shall have ever been convicted of a federal offense or a federal or state felony. No applicant or household member shall have ever been convicted of a misdemeanor or unclassified crime that is violence related (for example: assault, obstruction of justice, discrepancy conduct), sex related (for example: prostitution, peeping, indecent conduct), drug related or property related (for example: theft, shoplifting, robbery, breaking and entering, trespassing).
7. No applicant or household member has a history of acts or threats of violence or criminal activity including drug-related criminal activity.
8. The applicant(s), or household member has no history of behavior that would be in violation of the Occupancy Agreement including the Rules and Regulations of the Cooperative as the same are amended from time to time, which includes jeopardizing other members' right to peaceful enjoyment of the premises.
9. The applicant(s) must show proof and evidence that they are legally in the United States of America. Applicant(s) are not required to be citizens, but must show they have the legal right to reside with this country. Evidence of legal residence, includes: (1) Evidence of citizenship, such as birth certificate, voter registration card, naturalization papers, US passport or (2) Evidence of legal residency, such as "green card," visa that does not expire during the (potential) lease term, valid Social Security Card with accompanying photo identification. Other forms of proof may be acceptable and will be examined on an individual basis.

**(003) HOUSEHOLD OCCUPANCY LIMIT GUIDELINES**

**(REV 4/12/18)**

UNIT SIZE	MAXIMUM PERSONS
Two Bedroom	4
Three Bedroom	6

Further since this is affordable housing, management reserves the right to prioritize a waiting list based on available unit size, without regard to race, color, religion, sex, national origin, familial status or disability.

**(004) RESALE FEE**

**(REV 1/12/06)**

A \$125.00 processing fee will be charged for completing all resale paperwork.

**(005) MEMBERS SELLING THEIR OWN MEMBERSHIP**

**(REV 1/12/06)**

A member has the right to sell their own membership to anyone that meets the Qualification Criteria and New Member Occupancy Guidelines established above. All paperwork, screening, and final approval of all potential buyers will be conducted by Berkshire Village management/Board of Directors.

**(006) SALES HANDLED THROUGH THE COOPERATIVE**

**(REV 1/12/06)**

In the event a member defaults by way of eviction or abandonment, the sale will be handled exclusively through the Berkshire Village office through established transfer and applicant waiting lists and an additional fee of \$200.00 will be charged.

**(007) TRANSFER AND WAITING LIST POLICY**

**(REV 8/1/19)**

When a member places their unit on the market, potential buyers will be contacted based upon the following policies.

**A. TRANSFER LIST**

1. The transfer list of current members has priority over the waiting list of outside applicants.
2. Current members will be contacted in sequence based upon the size of their household and the date they initially placed their name on the waiting list for a specific size unit. In management's discretion, families exceeding the occupancy limits for smaller units may be given a priority when a larger unit becomes available.
3. If the Cooperative office is not able to contact a member on the transfer list within 48 hours of the initial attempt, the next person on the transfer list will be contacted regarding the available unit.
4. Members must pay the entire amount due for membership and equity for the new unit prior to taking possession.
5. The refund of any monies due from the membership and equity for the transferring member's old unit will be made only after a complete rehab has been performed and the new member(s) have taken possession.

## **B. APPLICANT WAITING LIST**

1. Applicants will be contacted in sequence based upon the size of their household and the date they initially placed their name on the waiting list for a specific size unit. In management's discretion, families exceeding the occupancy limits for smaller units may be given a priority when a larger unit becomes available.
2. If the Cooperative office is not able to contact the applicant regarding an available unit within 48 hours of the initial attempt, the next applicant on the list will be contacted.
3. If an applicant is or becomes displaced within the definitions and guidelines established by HUD, the applicant will be placed at the top of the applicant waiting list for the duration of time they qualify for "displaced status". When the applicant no longer qualifies as displaced, their name will be moved to the appropriate place on the applicant waiting list based upon the date they initially placed their name on the waiting list.

### **(008) SMOKE DETECTORS & CARBON MONOXIDE DETECTOR**

**(REV 08/01/19)**

All townhouses are equipped with smoke detectors and a carbon monoxide detector and maintained by Berkshire Village. Batteries are changed on an annual basis by maintenance and, available to members during the year at no charge. Any problems must be reported to the office as soon as possible.

It is essential that ALL smoke detectors and the carbon monoxide detector are in good and working order at all times.

If for any reason, at any time, smoke detectors and/or carbon monoxide detector are found to be inoperable do to disconnected or removed batteries, or the detectors have been damaged or tampered with you will be charged a \$20.00 fine per inoperable detector in your unit in addition to a 18.00 labor fee plus the cost to replace the detector that has been damaged, tampered with or is missing.

### **(009) MOVING IN / MOVING OUT**

**(REV 11/09/06)**

Members are not permitted to be moving in or moving out between the hours of 9:00 P.M. to 7:00 A.M. No vehicles are permitted to be on the grass or sidewalks to load or unload at any time for any length of time.

### **(010) APPLIANCES**

**(REV 08/01/07)**

All appliances shall be electric. Gas stoves and dryers are prohibited. Current members when replacing existing gas appliances shall do so with electric.

### **(011) CURFEW AND PLAYGROUNDS**

**(REV 06/01/19)**

There is a curfew of 9:00 pm on weeknights (Sun/Mon/Tues/Wed/Thurs) and 10:00pm other nights for all persons under the age of eighteen (18) loitering on the Cooperative grounds.

No person shall use the playground or basketball court before 8:00 AM or after 5:30 PM.

Loud, abusive or foul language will not be tolerated on Cooperative grounds whether by a child or adult. Members will be held responsible for their guests as well as their own family. \* Violations will result in use of fine system.

**(012) COMMON AREAS**

**(REV 08/01/07)**

There shall be no playing of balls, throwing balls, kicking balls etc. in any common areas or parking area or front yards. All playing of balls, throwing balls, kicking balls shall only take place in the play areas known as the "green field" or the basketball court during designated hours.

Due to safety concern, the streets and parking areas of Berkshire Village may not be used for any recreational activities (i.e. ball playing, Frisbee, tag, etc.). No one may ride bicycles, scooters, and skateboards in the breezeway areas.

All members are responsible for their household members and their guest's actions and are responsible financially for any damage caused to Cooperative property.

**(013) LITTERING**

All Cooperative grounds, including common areas must be free from unsightly debris and trash. Any member, household occupants or their guests found to be littering on any Cooperative grounds will be charged a minimum of \$25.00 per bag to cover the cost of maintenance time to clean up the trash. This includes trash bag(s) on the front stoop, patio area, parking areas and trash bag(s) by the dumpsters. The curb appeal of our property is very important and littering will not be tolerated.

**(014) WADING POOLS**

**(REV 08/01/07)**

Berkshire Village permits only inflatable or plastic wading pools. There shall be no stock tanks, etc. allowed. Inflatable pools or plastic wading pools may only be on the back patio area, they may not be on the grass. Per City ordinance, there may be no more than 24 inches of water in the wading pool.

**(015) WATER HOSES/WATER TOYS**

**(REV 08/01/07)**

There shall be no playing with water hoses or water toys on the front yard area.

**(016) WATER HOSE STORAGE**

**(REV 07/09/09)**

Water hoses may only be stored in the front yard area if they are rolled up in a free standing container or some other hose storage device. At no time may a water hose be left loose or in the front yard. If at any time your hose is found loose in the yard, maintenance will remove and you will be charged a \$20.00 fine upon the second occurrence. Water hoses may not be wrapped around gas meters and no hose reel device can be attached to the building in anyway. All water hoses must be stored in the back patio area when not in use.

**(016A) TRAMPOLINES & INTERACTIVE INFLATABLE (SUCH AS BOUNCE HOUSE OR MOONWALK)**

**(REV 04/14/16)**

Due to liability Berkshire Village Townhouse, Inc. does not allow trampolines or interactive inflatables of any size anywhere on the exterior grounds of the premises.

**(017) FIREWORKS**

**(REV 1/12/06)**

The use of or storage of any type of fireworks other than sparklers, snakes, or smoke devices by the member or their guests within the boundaries of Berkshire Village Townhouse, Inc is strictly prohibited.

**(018) VEHICLES**

**(REV 6/01/19)**

**A. PARKING**

1. All vehicles must be properly licensed and have a Berkshire Village parking sticker displayed in the lower front windshield on the passenger side.
2. Each household is allowed one vehicle to be parked in the complex, per licensed driver. You must park your vehicle in your assigned numbered spot. All subsequent vehicles of the unit may then park in the closest guest spot to their unit with the exception of motorcycles, mini bikes, motor scooters, or mopeds. Refer to Section D for these types of vehicles pertaining to parking...
3. Only one company vehicle per household may be parked in the complex. All company vehicles must be registered with the Berkshire office and proof that the registration of the vehicle is in the name of the company must be provided. Proof that the vehicle is registered in the name of the company will be required every year. Company vehicles may not be repaired or washed in the complex.
4. Members or their guest(s) who are parked in the "No Parking" zones are subject to towing at owner's expense and the member fined an additional \$50.00. The Security Patrol shall check the "No Parking" zones on a regular basis.
5. Trailers 16 feet and under must be parked at the top of the hill by the office only.
6. Members, household members or guests are not allowed to park 1 ton trucks or larger in the complex.
7. All vehicles must be driven on a regular basis, which is defined as every 48 hours. This includes vehicles parked in numbered spots or guest spots. If you have temporarily been relocated due to job or military, your idle car must be parked in your numbered spot and all other vehicles belonging to the household must park in guest spots.
8. Members and new members are required to license and register all of their vehicles in Wyandotte County, Kansas and register at Berkshire Village Townhouses within thirty (30) days of moving to Kansas and to Berkshire Village Townhouses. Vehicles with dealer tags are not allowed to be parked on Berkshire Village property. If not in compliance, the vehicle in question cannot be parked on Berkshire Village property. Vehicles parked on Berkshire Village property that are not properly registered and licensed will be subject to ticketing and/or towing at the owner's expense. Members may park on the city street until properly licensed and registered subject to city and state ordinance.
9. No motorized vehicles of any kind are to be parked or driven on or in breezeways, sidewalks, unpaved surfaces, or grass areas for any reason.

## **B. VIOLATIONS**

1. Members or their guest(s) with inoperable, expired tags, unused vehicles or improper appearance such as wrecked vehicles will be required to remove the vehicle(s) from the property. An inoperative vehicle is defined as a vehicle that cannot move under its own power. If the violation(s) are not corrected, the vehicle will be towed at the owner's expense.
2. Inoperable vehicles will be tagged and towed within a 24 hour period unless arrangements are made with the office. Vehicles with expired tags/licenses will be tagged and towed within 24 hours, unless arrangements are made with the office or it is on a Friday then the member is given until the following Monday to comply. Vehicles parked in fire lanes, blocking trash containers, parked on the grass, parked in the maintenance driveway, vehicles parked in motorcycle parking or in a member's assigned space which isn't theirs will be towed immediately.
3. All vehicles which are towed are towed at the owner's expense and are subject to the prices set by the tow company
4. The Berkshire Village Office shall maintain a file of violations.
5. Unless otherwise noted the following procedures shall be followed:
  - a. 1<sup>st</sup> Offense – Member will be notified by On-site Manager that he/she is in default.
  - b. 2<sup>nd</sup> Offense – Member shall be fined \$50.00 for the second repeat offense.
  - c. 3<sup>rd</sup> Offense – Member shall be referred to corporate attorney for further action which could result in eviction.

## **C. VEHICLE MAINTENANCE/VEHICLE FLUID LEAKS**

1. Members are responsible to clean up any fluids that have leaked from their vehicles. If members do not clean up the fluids, maintenance will do so and the member will be charged \$75.00. Fluids must be cleaned up with Oil Dry only.
2. Member vehicles with fluid leaks MUST be removed from the property until the leak has been repaired. Failure to remove the vehicle could result in the vehicle being towed off the property at the owner's expense. Proof that the vehicle has been repaired MUST be presented to the office before the vehicle will be allowed back on the property.
3. Members are responsible to clean up any vehicle fluids in his/her assigned parking space whether or not his/her vehicle is leaking or not.
4. No vehicle maintenance will be allowed with the exception of changing a flat tire or adding fluids but not changing fluids. Members who continue to violate this rule will result in a fine system as stated under VIOLATIONS section (018) VEHICLES, #B.

## **D. MOTORCYCLES/MINI BIKES/MOPEDS ETC.**

1. Motorcycles, mini bikes, motor scooters, mopeds, etc shall not be ridden on the sidewalks, patios or yards within the community premises. However, motorcycles, mini bikes, motor scooters, mopeds, etc may be walked around to be parked on the member's patio.
2. Parking of these vehicles is permitted in the motorcycle designated parking area or in your assigned parking space.
3. No gas powered vehicle is allowed to be stored within the townhouse.
4. Subject to all Rules & Regulations in A, B & C.

**A. LABOR RATES**

The hourly rate for labor shall be \$30.00 per hour with, a \$18.00 minimum charge for repairs arising out of neglect, abuse, or vandalism. Charges shall NOT apply to normal wear and tear or Berkshire responsible maintenance items.

**B. REPAIRS**

The Cooperative maintenance staff will repair items damaged by the member; however, members will be charged for materials and labor.

If a member neglects to make repairs on the member's townhouse, the Cooperative Board of Directors and/or management may instruct the Cooperative maintenance staff to make such repairs at the member's expense. In those situations that are not immediately threatening to life or property, the member shall be given a three day notice before such action is taken.

**C. PAINT**

Members are responsible for maintaining the paint on interior walls and ceilings.

**D. WINDOW COVERING**

All windows must have acceptable window coverings. Members found with unacceptable coverings will be given a ten (10) day notice to correct. If the member fails to comply, maintenance will install mini blinds at the member's expense. This shall include the cost of the mini blinds plus one hour labor charge.

1. No aluminum foil or mirror film will be placed on the inside or outside of Cooperative windows.
2. Blankets, sheets, trash bags, cardboard or any similar materials will not be used on the inside or outside of Cooperative windows.
3. Interior window shades, curtains, drapes and blinds will be maintained in good condition. Torn blinds, broken blinds or other non-traditional window treatments detracting from the Cooperative exterior appearance will not be permitted.

**E. EMERGENCY MAINTENANCE**

Maintenance staff will be required to respond to the following emergency calls after normal business hours. Staff must and will call you to verify the information before they come out.

1. Heating. When outside air temperature is 50° or below
2. Air Conditioning. When outside air temperature is 85° or higher.
3. Plumbing.
  - A. Kitchen sink stopped up on both sides.
  - B. Sewer stopped up.
  - C. Commode stopped up.
  - D. Water pipes broken or severe leak.
  - E. Gas leaks. Members must call Kansas Gas Service first.
  - F. Absence of hot water
  - G. Carbon Monoxide detector continuing to be sounding alarm mode
4. Electrical.
  - A. Stove. When burners & oven are totally disabled.
  - B. Lights. When all power is out. Member need to call BPU to report outage at 913-573-9522



5. Carpentry

Break-in or glass breakage where security of the member or weather requires work to be done.

Door locks that have malfunctioned through no fault of the member.

**When maintenance personnel answers an emergency call that is deemed to be unjustified, the member will be charged two (2) hours at the current rate.**

**F. DESTRUCTION OF PROPERTY**

Member(s) will be charged three (3) times the cost to repair or replace including labor and material of the item(s) destroyed, when they, their family, or their guests are found to have destroyed or defaced Berkshire Village property.

**G. CENTRAL AIRCONDITIONING & FANS**

Upon the installation of central air conditioning in their unit during the remodeling project of 2005 – 2006 members are not permitted to have window air conditioners or fans mounted on or in windows. Upon completion of the remodeling project Berkshire Village will assume service for all central air conditioning units in the complex.

**(020) PERMITS**

**(REV 01/01/13)**

If you desire to make any improvements, installations and/or modifications within your townhouse or outside your townhouse, a permit must be presented to the office and approval received from the Cooperative representative before work is to commence. Final installation is to be approved by a person(s) selected by the Board of Directors and/or maintenance staff to assure that approved Cooperative regulations are met.

**Structural changes and/or modifications of any portion of the townhouse unit is specifically prohibited. Members are not to alter, attach to, deface, or change the exterior appearance of any building of Berkshire Village Townhouses, Inc.**

Some examples of alterations requiring a permit include (but not limited to):

- Fences
- Satellite dishes
- Removing or adding walls or partitions
- Electrical work
- Cable installations
- Plumbing
- Rear storm door that have been pre-approved by Berkshire Village
- Decks are not permitted
- Outside storage such as sheds are not permitted.

There are specification sheets available at the office.

There must be at least a three foot (3 ft.) clearance around the location of the water heater, breaker box, furnace and main water shut-off valves. A fire hazard is created when items are too close to the furnace and water heater. Maintenance must be able to have immediate access to the breaker box, hot water heater, furnace area and the water shut-off valves in case of emergency.

The Cooperative shall not assume any responsibility for damage to any member's personal property or improvements that may be caused by sewer stoppage, water leaks or water damages arising from the negligence of members, or members unknown, or indeterminable causes. The Cooperative is not responsible for damage to any member's personal property arising from circumstances beyond the control of the Cooperative.

**(021) PAYMENTS**

**(REV 08/14/19)**

**A. DUE DATE**

Monthly carrying charges are due on or before the first (1st) day of each month and can be mailed or delivered to the Cooperative's office. **Cash will not be accepted.**

**B. LATE CHARGES**

Payments received after the 10th day of each month must include a \$50.00 late charge.

**C. INSUFFICIENT FUND CHECKS**

There will be a \$50.00 charge for all checks returned as insufficient funds. Payment for returned checks must be paid within five (5) days of notification and must be paid by money order or cashier's check (bank check) only. (If a member presents one (1) worthless check within a twelve (12) month period, the office will not accept another personal check for the next twelve (12) months from anyone for that unit. The member must make all payments by money order or cashier's check during this twelve (12) month period.)

**D. BERKSHIRE VILLAGE COLLECTION POLICY**

- 1st of the month                      Current month's Carrying Charge due.
  
- 11th of the month                    Late charge of \$50.00 assessed for all delinquent accounts. Notice of Default mailed for all delinquent accounts. Members must make payment in full before the 30<sup>th</sup> of the month or their will be turned over to the Cooperative attorney to begin eviction proceedings.
  
- 30<sup>th</sup> of the month                    All files for any member who has not paid "Total Amount Due" in full or has not made payment arrangements will be turned over immediately to the Cooperative's Attorney to begin eviction proceedings. An administrative fee of \$200.00 will be assessed to accounts that are turned over to the attorney.
  
- Eviction Policy                        No payments will be accepted by Berkshire Village. All payments must go through the cooperative attorney and must be paid in full including carrying charges, late charges, and all other outstanding charges.
  
- Partial Payments                    The Berkshire office will not accept partial payments on delinquent accounts unless payment arrangements have been made.
  
- Revocation of Membership        The membership will be revoked for any member whose file has been referred to the attorney for collection more than once during a twelve (12) month period. Neither Berkshire Village Management nor Board of Directors will make any exceptions to this policy.

Death of Sole Member Upon notification of the death of a sole member of Berkshire Village, late charges shall cease. All other charges in accordance with that members' Occupancy Agreement shall be binding upon his/her estate.

**(022) UTILITIES**

**(REV 01/01/13)**

It is the member's responsibility to contact the gas and electric companies to establish accounts in the member's name within three business days from taking possession of the unit. These utilities must not be terminated until the unit is occupied by a new member. Any member found in non-compliance and the utility is in Berkshire Village Townhouses name shall be charged a \$50.00 administration fee in addition to the charge for the utility and, the utility will be disconnected without notice.

**(023) ANNUAL REGISTRATION**

**(REV 08/01/07)**

January of each year members are required to update all household information with the office. This is to include but not limited to names, dates of birth, social security numbers, drivers license numbers, phone numbers, emergency contacts, pet(s) vaccinations & information, vehicle license numbers and county registered in. The office shall mail each member the required form to be completed and returned by January 31<sup>st</sup>. Additional occupants shall be added to the family household summary once approved background process is completed. Members failing to turn their registration in by January 31<sup>st</sup> will be charged a \$50.00 penalty.

**(024) DOORS/LOCKS**

**(REV 1/12/06)**

- A. There shall be no alterations made to existing Berkshire Village locks or doors. Members are not permitted to re-key their locks. Members are required to use the Berkshire locks and key system. Any lock found that is not a Berkshire lock will be changed immediately by Berkshire staff and the violating member will be charged \$75.00.
- B. If emergency maintenance is needed and the lock is found to have been changed to a non-Berkshire lock, entry will be gained to the unit by whatever means necessary and the violating member will be responsible for all associated cost for repairs.

**(025) LOCK OUT FEE**

**(REV 1/12/06)**

Members locked out of their unit will be charged \$10.00 during normal business hours, \$25.00 after hours, weekend, and holidays when maintenance is called to unlock their unit. If member gains entry prior to maintenance man arrival, the charge still applies.

**(026) RIGHT OF INSPECTION**

**(REV 1/12/06)**

The officers and employees of the Corporation or Managing Agent, the employees of any contractors, utility companies, municipal agencies or others, and with the approval of the corporation, shall have the right to enter the dwelling unit of a member and make inspections and/or repairs thereof, at any reasonable hour of the day with proper notice, and at any time in the event of an emergency. In the event of routine maintenance such as changing furnace filters, smoke detector batteries, etc. the member will be given a 3 day advance notice.

**(027) GUESTS**

**(REV 01/01/13)**

- A.** Any person(s) staying with a household at Berkshire Village for less than 30 days will be considered a guest. Any person(s) staying with a household for 30 days or more will be considered as part of the household. The member is responsible for notifying the office that someone has moved in so that person(s) can have a background check completed and if approved can be added to the Family Household Summary form.
- B.** Members shall be in default of their Occupancy Agreement and their membership will be subject to termination which shall include eviction if they are found to be harboring family or friends that are required to be listed on the sex-offender registry or have been convicted of a felony or a misdemeanor or an unclassified crime that is violence related, sex related, drug related or property related or the person has not been screened and approved to be there.

**(028) PEACEABLE POSSESSION**

**(REV 1/12/06)**

All members of the Cooperative are entitled to peaceful possession of their townhouses. Noise and volume of stereos, radios, televisions, pets, etc., should be kept at a moderate level, so as not to disturb other members.

**(029) PERSONAL PROPERTY INSURANCE**

**(REV 1/12/06)**

1. Each member is responsible for their own Insurance on all Personal Property in the unit. If a member's Personal Property is damaged by water, smoke, fire or other means, the member is responsible for the loss.
2. Your policy should also include Personal Liability in case a guest would be injured in your town home.
3. You will also need coverage for temporary shelter expense in case your unit was damaged and you cannot live in it.
4. NEITHER BERKSHIRE VILLAGE TOWNHOUSES, INC. OR HERITAGE MANAGEMENT CORPORATION WILL ACCEPT RESPONSIBILITY FOR ANY DAMAGE TO PERSONAL PROPERTY WITHIN THE COMPLEX OR TOWNHOUSES.
5. Berkshire Village Townhouses will not be responsible for any damage to nor loss of property belonging to members due to the following reasons:
  - Vandalism
  - Damage to Vehicles
  - Screens and Windows
  - Telephone Lines
  - Theft – Inside or Outside of Unit, Including Mail
  - Fire – Regardless of the case of where originated
6. Water – Storm Damage, Broken pipes, Sewer, Clogged pipes or drains, Damage from fire fighting equipment and Flooded Basements, Water beds.
7. Each member needs to carry Personal Insurance. The policy we recommend is an HO-6 Condominium Insurance policy, with a rider to cover damage.

The policy should cover as follow:

- Water Damage
- Fire
- Liability
- Theft
- Temporary Shelter

8. Basements are a real concern. They can easily get water in them. No one with a basement should think them waterproof.

This is not to be considered an all-inclusive list, but it covers most of the problem areas.

(REV 08/01/19)

**(030) YARDS, PATIOS, ENTRIES, SIDEWALKS, BREEZEWAYS, FLOWER BEDS, TREES AND BUSHES**

1. All yards, sidewalks, entries, breezeways (top and bottom) and patios must be kept clear of clutter and accessible. Any items found to be left on sidewalks, breezeways (top or bottom) or parkways shall immediately be disposed of by maintenance. Bicycles, toys, etc must be in the back yard area with the exception of the breezeway units.
2. All members will be given a 5 day notice to comply with removing clutter in the yard or patio areas. Members not complying with the 5 day notice, will have their yard or patio area cleaned by maintenance and will be charged a minimum of \$75.00 or the cost charged by a contractor to remove the items.
3. Members are encouraged to have flower gardens along the front of the foundation and rear patios of their Cooperative townhouse. All gardens of any type must not exceed the depth of the front stoop. Each member who has a garden must keep it free of weeds, trash, and maintain it in a neat and pleasing condition. Failure to maintain these areas will result in a \$50.00 fine plus labor.  
  
Shrubs, bushes, trees or landscaping shall become the property of the Cooperative, and approval must be obtained from the Cooperative prior to planting or removing of any shrub, bush, tree or other landscaping materials.
4. If a flower bed or vegetable garden is not weeded regularly and the member is notified twice, we reserve the right to cut the flowers or vegetables down and charge the member accordingly. Planting containers of any kind may NOT be placed in yard areas. They must be on concrete surface and not block steps or walkways. At no time can the vegetable plants or vines encroach on common areas, common sidewalks or interfere with mowing.
5. Berkshire Village prohibits the use of installation of raised landscape materials around or near the sidewalks coming from the front of the townhouses, the main sidewalks that run parallel to the buildings or anywhere else in the front yard that is considered common area. Raised landscape material shall include but not limited to plastic landscape fencing, wire landscape fencing, wooden landscape fencing, wooden or plastic stakes, bricks or block landscaping material, etc. Any raised landscaping material around or near the sidewalk areas is a tripping hazard.

6. The depth of the private area is from two feet (2') from the rear of the back patio to the outer edge of the stoop in front of the unit, and the width of the interior walls of the unit.
7. No BBQ grills, smokers, etc. are allowed to be used or stored in the front yard area. Any items of this nature found in the front yard area will be removed and disposed of by maintenance.  
  
*“Grills, smokers, etc. when in use must be at least fifteen (15) feet from the building and safe practices must be used at all times.”*
8. Fire pits must be on a concrete patio and be eight (8) feet from the building. Fire pits are not allowed to be used in the front yard area of the unit unless this is your only yard area but must be on concrete. No homemade fire pits are allowed only those specifically manufactured for such use. Fire pits must not be left unattended and must be doused with water to extinguish the fire after use. Fire pits found to be in non-compliance will be removed and disposed by the maintenance staff immediately without notice Members using a fire pit are required to have insurance and will be held personally responsible for any liability or damages cause by the use of the fire pit.
9. No firewood is to be stored inside or outside on Berkshire Village property.

**(031) COMPLAINTS**

**(REV 8/01/19)**

In order for complaints to be actionable by the Board of Directors and/or management, they must be in writing and signed by the complainant. Complaints may also be submitted via email but include the member's name and address. All complaints are maintained in a confidential manner.

**(032) VIOLATIONS OF RULES AND REGULATIONS**

**(REV1/12/06)**

Notice of violations of rules and regulations shall be given in writing, setting forth specific violations and dates thereof. If three complaints are received on the same household for the same violation(s) in a twelve month period, the member will be considered to be in material noncompliance of the Occupancy Agreement and eviction proceedings will begin.

**(033) TRANSFERS**

**(REV 1/12/06)**

Any member who wishes to transfer to another unit at Berkshire Village must submit their request in writing and have approval by the Board of Directors. The member will then be placed on the waiting list.

**A. The member must meet the following criteria before a transfer will be considered.**

1. There is an increase or decrease in the family size, which exceeds the occupancy limits set by the Board of Directors.
2. There is a problem in the area in which the family is currently residing and the office is unable to help the family in resolving the conflict. Management has made the recommendation that it would benefit all members to relocate the family.
3. Health conditions that warrant a family member to be relocated.

**B. The transferring member must agree upon the following requirements and terms before a transfer is initiated:**

1. Member must have equity paid in full on their existing unit.
2. There will be no financing on equity for the new unit.
3. The cooperative will not purchase the equity on the existing unit.
4. The transferring member will be responsible for carrying charges and utilities on both units on the date they take possession of the new unit and, until the new member takes possession of the old unit. Members who transfer must be prepared to move out of the original unit on the date agreed. They must have the unit cleaned and ready for the final move out.

**(034) MOVE-OUTS**

**(REV 08/01/19)**

**A. NOTICE OF INTENT TO VACATE**

1. **RESPONSIBILITY OF CARRYING CHARGES -**  
The vacating member is responsible for carrying charges until the unit is re-occupied by a new member. The Cooperative assumes no responsibility for timeliness in selling any membership or occupancy by the new member.
2. **MEMBERS RIGHT TO SELL THEIR OWN MEMBERSHIP -**  
Memberships may be resold by the outgoing member or through the Berkshire Village office. The vacating member must submit in writing to the Berkshire Village office whether or not they wish to obtain a qualified buyer themselves. All memberships resold through the Berkshire Village office will be in accordance with the established waiting list in accordance with the Federal Fair Housing Laws.
3. **COMPLIANCE WITH REGULATIONS -**  
If the vacating member is in default of any of the Cooperative regulations or the Occupancy Agreement, the member is responsible for carrying charges until obligations are met.

If a member fails to vacate the townhouse on or before the date specified on the Notice of Intent, when there is an approved applicant the Cooperative may institute legal action to obtain possession of the member's townhouse, membership certificate and damages allowed by law.

**B. MEMBERSHIP SALE**

1. **WAITING LIST**

The Cooperative will strive to maintain a waiting list of qualified applicants in accordance with HUD regulations and the Federal Fair Housing Law.

After a member signs a "Notice of Intent to Vacate," the Cooperative management contacts the applicants on the waiting list.

Regardless of whether the buyer is obtained by the seller or the Cooperative; the prospect must meet all requirements and be approved for membership by the Cooperative.

All applicants must pay a paper processing fee before their application may be processed by the Cooperative.

2. RESALE TRANSACTION

At the present time there is a \$125.00 resale fee to be paid by the vacating member (seller). The net proceeds (equity) will first be applied toward amounts due, if any, for such items as monthly carrying charges, surcharges, service charges, unit reconditioning charges incurred from member negligence, and attorney fees. The remaining equity will be paid to the vacating member within thirty (30) days after the new member has fully executed an Occupancy Agreement.

**(035) PETS**

**(REV 08/01/19)**

Should you have a pet at the time of occupancy or acquire one at a later date, the following regulations shall apply. These regulations take effect immediately except as noted below and supersede all previous written rules and regulations concerning pets, and are as follows:

**A. PET PERMIT REQUIREMENTS**

1. The owners of **ALL dogs and cats** are required by the Board of Directors to be registered with the Cooperative. A permit for each pet is required.
2. Permits are required to be completed for all pets upon arrival on Cooperative property and for pets currently on Cooperative property.
3. Before a pet permit will be issued, the member shall provide proof that the pet has been registered in accordance with the Kansas City, Kansas animal ordinances and provide a copy of the animals shot records.
4. All permits will be renewed annually during the recertification process.
5. A new pet permit will be allowed for a replacement pet upon the demise or removal of the present pet on the condition that all other pet requirements as set forth in these rules are applied to the replacement pet (i.e., license, shot records, size limitation, etc., as defined in these rules).
6. Only domesticated animals. No pot belly pigs, snakes, or monkeys or rats.

**B. SIZE LIMITATION AND BREED OF DOGS**

1. Dog size shall be limited to forty (40) pounds or 14" in height at full growth. Those members who have a dog larger than this size and are registered prior to January 1, 2013 will not be affected by the size limitation for that particular dog. However, the size limitation will apply to any new and/or replacement dog.
2. The size limitation shall not apply for dogs trained and licensed to aid the handicapped when used in this capacity.



- No pet permits will be issued for the following breeds or any mix of the following breeds of dogs:

AMERICAN PIT BULL    WOLFHOUND    CHOW    ROTTWEILER  
STAFFORDSHIRE TERRIER    GERMAN SHEPHARD    BOXER  
DOBERMAN PINCHER    KANECORSO    AMERICAN BULLDOG

**C. NUMBER OF PETS**

- Members are limited to the ownership of two (2) animals each, which require a permit. There are no exceptions to this rule. For example 2 dogs and 2 cats.
- If a litter should occur, all rules and regulations apply. Litters must be removed from the Cooperative property within a reasonable length of time not to exceed twelve (12) weeks.

**D. LEASHING AND TETHERING**

- All animals **MUST BE LEASHED AT ALL TIMES WHILE OUT OF A MEMBER'S UNIT**, except when the animal is in a fenced area. The animal must be under the control of the owner even when in a fenced yard.
- There will be no tethering of pets to door handles, mailboxes, handrails, trees, shrubs, or any other part of the building or sheds. Pets must be tethered to a regular tethering stake at the rear of each townhouse, never in the front of the townhouse and not on the side of the townhouse which may allow the animal to go in the front yard. No tether or leash shall be longer than the distance to a front or back sidewalk. Leashes or leads may not be put under doors.

**E. VIOLATIONS ON PETS WHO BITE ADULTS OR CHILDREN AND/OR AGGRESSIVE ANIMALS**

- Members who own or harbor a pet that bites anyone or has displayed aggressive behavior shall be required to remove the pet from Cooperative property immediately.

**F. DAMAGE TO COOPERATIVE PROPERTY**

- All damage, interior and exterior, caused by pet is the responsibility of the pet's owner. It will be that member's responsibility to restore the involved property to its original condition at the member's expense which includes but shall not be limited to, interior & exterior doors, walls, carpeting, other flooring, fencing, and siding.

**G. LITTERING OF COOPERATIVE PROPERTY**

- Animal waste must be cleaned up from all Cooperative property, including the patio areas, on a **DAILY** basis. Waste is to be picked up and disposed of in an airtight or closed container and placed in the dumpster. Patio areas are to be deodorized on a basis frequent enough to keep the area from creating a stench. If a member has been given a one (1) day notice to remove the animal waste, since it required to be cleaned up daily, and does not do so, maintenance staff will remove the animal waste and the member will be charged a minimum of \$75.00.

2. Members are required to pick up their pet(s) waste when walking their pet(s) on Berkshire Village property.

#### **H. MEMBERS OWNING PETS WITHOUT PET PERMITS**

1. Any member who acquires a pet and does not obtain a pet permit from the Cooperative office within seven (7) days is deemed to be in violation of the pet rules set forth herein. Violations will be handled as follows:
  - a) The member will be sent a letter and will have ten (10) days to correct the violation or she/he will be placed in default and subject to eviction.

#### **I. PET ABUSE**

1. Animal Control will be contacted in all cases of suspected animal abuse. If such an agency deems legal action appropriate, the Board of Directors may direct the Berkshire Village office to supply access to all applicable files and records.
2. In cases of pet abuse, violators will be prohibited from further pet ownership while living in the Cooperative.

#### **J. EXTERIOR SHELTERS OR ENCLOSURES**

1. Members are allowed to have one approved dog house. The dog house may only be either a Rubbermaid or Igloo type, not homemade, and must be kept in the patio area only.
2. Dog runs or kennels of any kind are prohibited in Berkshire Village.

#### **K. MISCELLANEOUS**

1. No excessive noise or disturbance will be tolerated from any pet. Pets that make or cause noise of sufficient volume and duration to frequently disturb other members shall not be permitted to remain on the property.
2. Pets may not interfere with the freedom of movement of persons providing services (i.e., mail persons, delivery persons, maintenance staff, etc.).
3. Female dogs and cats while in heat must be confined indoors or under the direct control of the owner.
4. Diseased pets must be removed from the Cooperative property immediately.
5. All pets must be in compliance with city and state ordinances.
6. No commercial breeding venture with animals shall be allowed on Cooperative premises.
7. Temporary Permits: Pets that will be visiting in your townhouse for periods of five (5) days or more must be registered at the on-site office. The Cooperative member is responsible for any "visiting" pet and is required to comply with all pet rules and regulations.

**L. VIOLATIONS**

1. The Berkshire Village office shall maintain a file of violations
2. Unless otherwise noted the following procedures shall be followed:
  - 1<sup>ST</sup> Offense Member will be notified by On-site Manager that s/he is in default.
  - 2<sup>ND</sup> Offense Member will be fined \$50.00 for the second repeated offense.
  - 3<sup>RD</sup> Offense Any third repeated offense will result in the revocation of the member's pet permit(s). The member will then have ten (10) days to remove the pet(s) or be considered in violation of the terms and conditions of the Occupancy Agreement by and between the member and the Cooperative.

Upon receipt of a violation/fine notice, the member must correct the violation within ten (10) days. If a member has an objection to the notices and/or fines, the written objection must be submitted to the Berkshire Village Board of Directors no later than three (3) working days after receipt of the violation notice.

1. No member, member of the member's household, or a guest or other person under the member's control shall engage in, conspire in, or facilitate any criminal activity, including but not limited to drugs, threats of violence, discharge of firearms or crimes of a sexual nature, on or near the project premises, which includes all dwelling units of Berkshire Village Townhouses.
2. For purposes of the foregoing rules and regulations drug-related criminal activity means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use, any controlled substance as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802).
3. Any violation of the above addendum to the rules and regulations shall be a material violation of the Occupancy Agreement and shall be good and valid cause for termination of the member's tenancy and Cooperative membership.
4. Any person that is subject to an active protective order, or injunction, that prohibits such person from contact with any other person, or to stay outside of a certain radius or area from the person seeking protection or benefitted by the injunction, is prohibited from occupying a unit in Berkshire Village Townhouses or being on Berkshire Village Townhouses property.
5. A SINGLE VIOLATION OF ANY OF THE PROVISIONS OF THIS ADDENDUM SHALL BE DEEMED A SERIOUS VIOLATION AND A MATERIAL NON-COMPLIANCE WITH THE OCCUPANCY AGREEMENT AND SHALL BE GOOD CAUSE FOR TERMINATION OF SAID OCCUPANCY AGREEMENT. UNLESS OTHERWISE PROVIDED BY LAW, PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION, BUT SHALL BE BY PREPONDERANCE OF THE EVIDENCE.

**Berkshire Village Townhouse, Inc. Community Room Rental Agreement**

Date & Time of Reservation \_\_\_\_\_ Member(s) Name \_\_\_\_\_

Address \_\_\_\_\_ Key # \_\_\_\_\_ Date Out \_\_\_\_\_ Date In \_\_\_\_\_

**Only Berkshire Village Members are allowed to rent the Community Room and a picture ID will be required at the time the Agreement is completed and at the time the key is picked up.**

I hereby agree to comply with the following regulations for use of the community room:

1. I will be in attendance at all times during the activity I have reserved the room for.
2. The rental fee is \$50.00 & Security Deposit \$200.00 (checks on members account only)
3. I agree to pay all charges exceeding my security deposit.
4. I will clean the community room after my function. All floors shall be swept & mopped. All trash will be emptied and liners replaced with LARGE trash bags. Failure to replace trash can liner with appropriate liners or no liners will result in the member being charged a fee of \$1.00 for each trash liner not replaced. Restrooms will be cleaned and trash emptied. Kitchen area including microwave, refrigerator, and cook top will be cleaned. The area in front of the clubhouse and parking shall be cleaned of any trash or cigarette butts.
5. All cleaning must be completed by 7:00 AM the following morning of my rental.
6. Parking. Members must tell their attendees to park in "Guest" stalls.
7. NO alcoholic beverages are allowed in or around community building and NO smoking allowed inside the community building!
8. All activity will end and the community room vacated by:  
11:00 PM weekdays & 12:00 AM weekends
9. Maximum capacity is 50 persons.
10. BBQ Grills are PROHIBITED!
11. I must notify the answering service (913) 831-3035 upon my arrival if the community room is not clean for my rental or I will be charged for its cleaning. I understand I will not be refunded my \$50.00 Rental fee regardless if the room is cleaned prior to my arrival.
12. I will pay a Lock Out fee if I fail to pick up the community room key during normal business hours.
13. If the clubhouse or grounds area is found to be damaged or trashed the renting member shall loose the privilege to rent the clubhouse in the future.
14. Decorations, signs, banners are not permitted to be taped, pinned, or fastened to the walls, doors, or ceiling of the community room or hallway. Hooks in the ceiling may be used for this purpose.
15. Do not remove any decorations from walls of community room.

I agree and will abide by the above regulations. Failure to follow the regulations of the community room or any disturbance arising from my rental requiring the presence of either Berkshire Village Security Patrol or law enforcement personal may result in the loss of my rental privilege. I fully understand that I am responsible for ALL of my guests and their actions while on Berkshire Village property.

\_\_\_\_\_  
Members Signature

\_\_\_\_\_  
Date



# POLICY HANDBOOK ACKNOWLEDGEMENT

I/We, \_\_\_\_\_

have been given an orientation and copy of the Berkshire Village Policy Handbook. I/We are to keep this handbook and insert amendments approved by the Board of Directors and distributed to the Members.

\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Unit Address

\_\_\_\_\_  
Berkshire Village Representative

\_\_\_\_\_  
Date

# Bed Bug Policy For New Members

1. All vacant townhouses at Berkshire Village have been inspected by a licensed pest control company chosen by Berkshire Village and have been certified as bed bug free prior to a new member moving in.
2. As a step to continue to be proactive with regards to bed bugs, all new members that move into Berkshire Village Townhouses will be subject to inspection by a licensed pest control company chosen by Berkshire Village within 10 days of moving in.
3. If during an inspection of a unit whether it is a new member or current member and the licensed pest control company which is chosen by Berkshire Village along with a Berkshire Village staff member identifies that you have introduced bed bugs into your townhouse, you will be responsible for the actual cost for the bed bug heat treatment and any additional treatments such as dusting adjoining units provided by the licensed pest company chosen by Berkshire Village. The amount of cost could vary depending on the nature and severity of the problem that you introduce.
4. By signing below, the member(s) agree and acknowledge having read and understand this statement as well as acknowledged receiving written materials regarding how to avoid bringing bed bugs into their unit.

\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Member's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Berkshire Village Representative's Signature

\_\_\_\_\_  
Date