

3.0 POLICIES

In addition to the rules set out by the Co-operative Association Act and the terms of the lease, each co-op has a set of policies. A summary of the terms of the lease is included in the General Information. The Co-operative Association Act defines membership, shares, voting rules, how directors may be elected and removed and the board's authority among other things. This Act has been changed in July, 1988, and the co-op will be reviewing these changes and adopting appropriate ones in the near future.

The house rules were established when the co-op was first formed and are presented here at the beginning of this section. Several major policies have been developed and are named and presented. Minor policies which have been implemented over the past five years are listed in a miscellaneous section.

3.1 HOUSE RULES

(Revised 07/19/83)

ARTICLE 1 - DEFINITION

These rules shall be known as the "House Rules" of the Kinross Creek Housing Co-operative, as referred to in the lease signed by each member of the co-operative.

ARTICLE II - CLEANLINESS OF MEMBER PREMISES

1. The member shall not allow the area around his premises to become untidy. Rubbish, dust, garbage, boxes, packing cases, carpets or the like shall not be thrown, piled, stored on patios or any other parts of the common property, including balconies.
2. Garbage cans (no more than 2) to be secured and out of sight. The garbage containers shall be used as follows: **EVERYTHING** in garbage bags except cardboard boxes which are to be broken down. All garbage in Kinross Creek Housing Co-operative must be in a container. **NO LITTERING!**
3. Any material other than ordinary household refuse and garbage shall be removed by the individual member.
4. No member shall allow his premises to become untidy.
5. No member shall throw garbage, or shake rugs from windows or balconies.
6. Front and back yards, and carports are to be neat and tidy.

ARTICLE III - EXTERIOR APPEARANCE

1. No awnings, shades, aerials (T.V., radio, shortwave antennas) or other projections shall be attached to the outside walls without the prior consent of the Board of Directors.
2. Window and door screens will be permitted, provided they are of dark brown or black colour.
3. Umbrella stands or clothes horses are only permitted in the backyard area.
4. Clothes are not to be hung from windows or balconies.

ARTICLE IV - SIGNAGE

- See Occupancy Agreement, section 14
- ~~1. Political preference signs from the period between the date of Election Call until the day after the election are permitted.~~
 - ~~2. No advertising signs of any kind are permitted.~~
 - ~~3. "Beware of Dog" (or "cat") signs are permitted.~~

ARTICLE V - CHANGES TO UNITS

- See Occupancy Agreement, section 9
- ~~1. Exterior or interior changes to a member's unit must not be undertaken without the prior notification of the member concerned and without prior approval of the Board.~~

ARTICLE VI - ACCESS TO UNITS AND LIABILITY

- See Occupancy Agreement, section 8
- ~~1. No member shall do anything, or permit anything to be done which would increase the risk of fire or insurance liability.~~
 2. Use of barbecues on balconies or upper sundecks (Tolbooth 3 bedroom units) is prohibited.
 - ~~3. Negligent care of appliances, plumbing apparatus, or electrical wiring will be the responsibility of the member, and the member must correct any problems due to his/her negligence.~~
 4. The member is responsible for insurance on his/her own personal possessions/household effects.
 5. ~~If a situation occurs in a member's unit, during that member's absence, which other members believe represents a danger to life, health or the structure, possessions or furnishings of the Co-operative and if the member cannot be immediately contacted, the Board of Directors or their appointee may enter the unit to correct the situation. Any costs incurred by this action shall be the responsibility of the member.~~
 6. Members must obtain adequate insurance for damages caused by a leak in a waterbed. Failure to obtain adequate insurance will result in member liability.
- See Occupancy Agreement, section 22.01-22.02

ARTICLE VII - WILFUL DAMAGE

See
Occupancy
Agreement,
section
10.02-10.03

1. ~~No member or his family, guests, servants, agents or tenants shall disfigure or deface any part of Kinross Creek Housing Co-operative or allow the same to be done. Repairs caused by wilful damage are the responsibility of the member.~~

See Occupancy
Agreement,
section
22.01-22.03

2. ~~Unit access or non-emergency entry (i.e. suspected or observed damage, neglect or misuse of unit) can be made by the Board of Directors or their appointee, following the issue of a 24 hour advance "Notice of Inspection" issued by the Board of Directors.~~

ARTICLE VIII - CHILDREN

1. Parents are held responsible for the actions of their children and any damage of the property these children may do.

ARTICLE IX - NOISE

1. The Municipal By-Laws covering noise, disturbances and public nuisance shall apply to all members and visitors.
2. Members, visitors, etc. must be considerate of their neighbours and keep noise within reasonable limits, particularly between 11:00 p.m. and 8:00 a.m.
3. Excessive noise made by pets (such as barking or caterwauling) are the owner's responsibility and the owner is expected to control this noise.

ARTICLE X - VEHICLES AND PARKING

See Occupancy Agreement,
section 3(new policy and clarification needed)

1. A member shall use the parking space(s) which have been specifically assigned to his unit.
2. The parking spaces assigned to a member shall not be rented or leased to non-residents.
3. Members and guests shall be permitted parking privileges on the uncovered parking spaces on a first-come basis. Cars parked in those areas without being moved for 7 consecutive days may be removed at the owner's expense unless prior permission has been given by the Board of Directors. Members having more than one car may use an uncovered parking space providing there is more than

one driver in the family unit, but will be restricted to not more than two spaces in total.

4. Traffic speed rules (8 km/hr) must be strictly observed within the common property.
5. **NO PARKING IS ALLOWED ANYWHERE ALONG THE FIRE ROUTE.** No vehicles shall park in a manner which reduces the width of the roadway. Any cars so parked shall be liable to tow-away at the owner's expense.
6. Assigned parking spots can be used for cars, boats, trailers, motorcycles, campers and bikes.
7. Members shall keep parking spots clean (clean up oil spills).
8. No derelict cars or cars to be used for parts are allowed in parking spots.

9. UNINSURED VEHICLES INSERT.

ARTICLE XI - COMMON AREAS

1. ~~The sidewalks, driveways, entrances and exits, or any other part of the common property must not be obstructed or used for anything other than its main purpose.~~
See Occupancy Agreement, section 7.02
2. ~~Members must not cause damage to or interfere with the growth of the trees, plants or landscaping, or their maintenance. No member/associate member or co-op resident shall cut down, destroy, mutilate or in any way alter any tree on co-op or adjoining city property for any reason whatsoever without the written permission of the Board of Directors.~~
See Occupancy Agreement, section 9
3. ~~Members may not alter the common grounds without the consent of the Board of Directors.~~
See Occupancy Agreement, section 9
4. ~~Damage done to the community building or the common areas shall be charged to the member or group involved.~~
See Occupancy Agreement, section 9
5. Bicycles, trikes, rollerskates, skateboards or the like are not to be left unattended on the sidewalks or common areas. **(Could be part of the parking policy?)**

ARTICLE XII - PETS

1. There will be a maximum of one four-legged pet per unit. An incoming member with more than one pet may have a maximum of two, but cannot replace a pet past the one pet maximum.

2. Pets must be kept in owner's unit or fenced yard of unit.
3. If out of the unit or yard, dogs must be on a leash.
4. Pet owners must adhere to all City of Vancouver Bylaws regarding pets, including:
 - LEASH BYLAW - dogs must be on a leash at all times.
 - CANINE WASTE BYLAW - owners must pick up waste of their dogs at all times.
 - NOISE BYLAW - any undue noise at any time of the day or night is not permitted.
 - LICENSE BYLAW - all dogs must be licensed by the City.
5. No pets are allowed in any common facilities, e.g. laundry room, Chlan Centre, children's playgrounds.
6. All dogs and cats must have S.P.C.A. recommended inoculations:
 - CATS - DRC for kittens at 8 and 12 weeks and annually thereafter.
 - DOGS - Distemper and parvo for puppies. 8, 12, 16 weeks for parvo and 1 distemper. Shots annually thereafter. Also rabies shots as recommended. Owners must present proof of such inoculations.
7. All dogs and cats must be spayed or neutered (with proof shown) unless used for breeding purposes. Puppies or kittens must be disposed of by age 2 1/2 months.
8. All animal droppings must be picked up in yard every day.
9. The owner of a pet is responsible for any damage caused by said pet.
10. No poisonous or dangerous pets are allowed.
11. Any pets other than cats, dogs, birds or fish must be approved by the Board of Directors.
12. No pet is to be housed on a balcony.
13. Pets belonging to visitors will be allowed to stay 48 hours and all rules that apply to Kinross owner pets will apply to visitor pets.
14. The City Pound will patrol the common property, and impound any pets found at large. (At owner's expense.)

Co-op Recommendations to Members Re: Pets

- that "Beware of Dog" signs be used where applicable.
- that owners keep animals clean and free of fleas.
- that dog owners have liability insurance.
- that dog owners have childproof latches on their yard gates.

ARTICLE XIII

1. FOR ANY INFRACTIONS OF THE ABOVE RULES, THE OWNERS WILL BE WARNED IN WRITING AND MUST APPEAR BEFORE THE BOARD/GRIEVANCE COMMITTEE. APPEALS MAY BE MADE AT ANY TIME.

ARTICLE XIV - AMENDMENTS

1. These rules may be amended upon notice of motion and shall require a 2/3 majority of those attending, providing a quorum is present. Notice of Motion must be mailed or delivered to each member a clear two weeks previous to a regular general meeting.