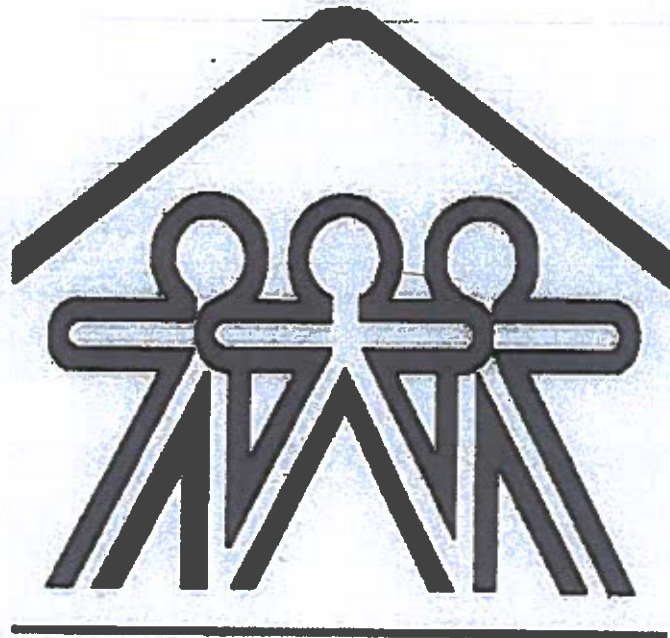




Carpathia
housing co-op ltd.

By-Laws

Restated: June 20th, 2018

Approved by the Registrar

In Accordance with The Co-operatives Act of Manitoba

Section One DEFINITIONS

Definitions

1.01 The following definitions apply in these by-laws:

"Act" means *The Cooperatives Act, C.C.S.M. c. C223*.

"articles" are the articles of the Cooperative and has the same meaning as in the Act;

"board" means the board of directors of the Cooperative;

"by-laws" means the by-laws of the Cooperative and all amendments in force and effect;

"committee of directors" means a committee of the board that is made up solely of directors, and that is eligible to have some powers of the board of directors delegated to it;

"Cooperative" means Carpathia Housing Co-op Ltd.;

"entity" means a body corporate, a trust, a partnership, a fund or an unincorporated organization;

"housing agreement" is the contract signed between a member and the Cooperative that sets out the obligations and rights of a member with respect to occupancy of a residential unit owned or controlled by the Cooperative;

"housing charges" are the sums payable by a member to the Cooperative, under a housing agreement, and on a monthly basis, for the right to occupy a residential unit owned or controlled by the Cooperative;

"meeting of members" means an annual meeting of members or a special meeting of members;

"member" means a person with a membership interest in the Cooperative who has complied with by-law 6.01 and the articles;

"ordinary resolution" has the same meaning as in the Act, but for clarity means a majority vote of persons present at a meeting who are entitled to vote;

"person" means an individual or an entity, and includes a legal representative;

"recorded address" means, in the case of a member, the address (postal or electronic) of the member as recorded in the members' register; and in the case of a director, officer, auditor or member of a committee of the board, the latest address (postal or electronic) of such persons as recorded in the records of the Cooperative;

"special resolution" has the same meaning as in the Act, but for clarity means at least a 2/3rds vote of persons present at a meeting who are entitled to vote;

"surplus" means, for any financial year of the Cooperative, the amount that remains after deducting from revenue all operating expenses (see section 1 of the Act for the technical definition).

Section Two GENERAL

Financial Year

2.01 The Cooperative's financial year end is December 31st.

Signing Authority & Policies of the Board

2.02 The president, vice-president, secretary and treasurer of the Cooperative have signing authority. The board may by ordinary resolution designate another person(s) as having signing authority or the right to vote on behalf of the Cooperative. The board must record any resolution under this section in the board's minutes. The board may adopt policies related to purchasing, borrowing, confidentiality, and execution of instruments that must be complied with at all times.

Information Available to Members

2.03 Subject to section 29 of the Act:

- (a) Members are entitled to view or copy information or documents respecting the Cooperative's business unless, in the opinion of the board, such information should be kept confidential.
- (b) The board may decide whether it will disclose or make available to inspection an account, record or document of the Cooperative. The board may decide the extent of the disclosure and the time, place, conditions or rules of disclosure.

Amendments to By-Laws

2.04 The by-laws may be amended by the directors. The amendment must then be ratified by ordinary resolution at the next meeting of members.

Additional Rules

2.05 In order to manage the business and affairs of the Cooperative, the directors may enact any additional occupancy rules, housing agreements, or policies that are not inconsistent with these by-laws, and may amend, repeal or replace any of them. Amendments to the rules of occupancy must be presented to the members for ratification at the next meeting of the members.

Section Three DIRECTORS

Number of Directors

- 3.01** After the first annual meeting of members, the board may, by ordinary resolution, establish the number of directors within the minimum and maximum stated in the articles. The resolution must be recorded in the board's minutes. Once the number of directors is set, the number must not be reduced to meet quorum.

Quorum

- 3.02** The quorum for the transaction of business at any meeting of the board is a majority of the number of directors.

Director Qualifications

- 3.03** A person cannot be a director if that person:
- (a) is less than 18 years of age;
 - (b) is of unsound mind and has been so found by a court of law;
 - (c) is not an individual;
 - (d) is bankrupt;
 - (e) is a regular employee of the Cooperative.
 - (f) is a spouse, child, sibling, parent, grandparent, or in-law, or of an individual who is a director of the Cooperative.
 - (g) is in arrears with respect to payment of housing charges; or
 - (h) does not occupy a housing unit in the Cooperative.

Directors Must be Members

- 3.04** A director must be a member of the Cooperative or a representative of an entity that is a member of the Cooperative.

Election and Term

- 3.05** *Directors are elected by members*

- (a) Directors are elected by secret ballot at the first meeting of members and at each subsequent annual meeting of members. The candidates for director who receive the highest number of votes cast are declared elected until all vacancies are filled. The board shall strive to ensure directors are elected with staggered terms.

Term of office

- (b) The term of office for an elected director shall be three years, and shall end at the conclusion of the Annual General Meeting following their third year in office.

Under voting Prohibited

- (c) Members electing directors must vote for the same number of candidates as there are vacancies to be elected. (i.e. if 3 positions are elected each voter must select 3 names on the ballot). Selecting fewer than the specified number shall result in the ballot being spoiled.

Nominating Candidates for Director

- 3.06** Candidates for director may be nominated either by a nominating committee appointed by the board, if any, before the meeting of members, or at the time of the meeting of members by any member present. For clarity, members may declare their own candidacy.

Tie Votes

- 3.07** In the case of a tie among candidates on the first ballot, those candidates' names must be submitted to a second ballot organized by the chairperson of the meeting. The same rule applies to subsequent ballots that must be held in the event of a tie.

Ceasing to Hold Office

- 3.08** A director ceases to hold office when the director:
- (a) dies or resigns;
 - (b) ceases to be a member by withdrawal or termination of membership;
 - (c) is removed from office by the members at a special meeting under by-law 3.09;
 - (d) per by-law 3.03, is disqualified from being a director; or
 - (e) is absent from three (3) consecutive regular meetings of the board, unless in the opinion of the other directors one or more of the absences were justified.

Removal of Directors by Members

- 3.09** Subject to the Act, the members may, by ordinary resolution at a special meeting, remove any director from office. The vacancy created by such removal may be filled by ordinary resolution of the members present at the same special meeting or, if not so filled, may be filled by the directors in accordance with the Act.

Vacancies

- 3.10** Subject to section 194 of the Act,

Vacancy where board can meet quorum

- (a) If the board can meet quorum and a vacancy on the board arises, the directors may either fill the vacancy by ordinary resolution or continue to run the board without filling the vacancy. This subsection does not apply if the vacancy resulted from either the board's decision to increase the number of directors under by-law 3.01 or from a failure of the members to elect the required number of directors.

Vacancy where the board cannot meet quorum

- (b) If the board cannot meet quorum, or if the vacancy resulted from a failure of the members to elect the required number of directors, the board must call a special meeting of members to fill the vacancy. If the board fails to call the special meeting or if there are no directors, any member may call the special meeting.

Limited term of the replacement director

- (c) A person who fills a vacancy may only serve the balance of the term of the director whose departure created the vacancy.

Exercise of Authority

3.11 Resolutions

- (a) The board or a committee of the board may exercise the powers of the Cooperative, including the borrowing of money, and the provision of security for such borrowing, by passing ordinary resolutions (majority vote) at their meetings. In the event of a tie, the ordinary resolution fails. This is subject to subsection 202(3) of the Act.

Vacancies

- (b) In the case of a vacancy, the remaining directors of the board or committee of the board may exercise the powers of the Cooperative so long as there is a quorum at their meetings.

Resolutions in Writing

- 3.12** An ordinary or special resolution of the board must be in writing and the decision must be recorded in the minutes of the Cooperative.

Meetings by Telephone or Other Electronic Means

- 3.13** Directors may participate in committee or board meetings by telephone, electronic or other means. All participants, however, must be able to communicate adequately with each other. Directors participating in such meetings are deemed to be present at the meetings.

Time and Place of Meetings

- 3.14** Board meetings must be held in Manitoba at a time and place of the board's choosing.

Notice of Meeting

- 3.15** Notice of the time, place and purpose of each board meeting must be given to each director not less than three (3) days before the meeting. A director may waive the three-day notice period. This by-law is subject to section 200 of the Act.

Regular Meetings

- 3.16** The board may set a day, time and place for regular meetings of the board. A notice to that effect must be given to each director. Subject to the Act, no other notice is required.
- 3.17** The chairperson of any meeting of the board is the president or vice-president. Another director may be appointed chairperson by the directors at the meeting.

Conflict of Interest

3.18 A director or officer who has a conflict of interest as described in section 207 of the Act must declare their conflict of interest in accordance with that section. The following rules apply:

- (a) All officers, directors or committee members must carry out their duties honestly, in good faith and in the best interests of the Cooperative rather than in their own best interest.
- (b) Directors and officers serve without payment of any kind. However, they may be paid for travel or other expenses while doing business for the Cooperative. The board must authorize these expenses. Directors and officers cannot receive compensation for lost income while doing business for the Cooperative.
- (c) A conflict of interest is when someone benefits personally in any way from a decision of the Cooperative or has an interest in a contract that the Cooperative may enter into.
- (d) When a director has or may have a conflict of interest:
 - The director should declare the conflict of interest at the board meeting considering the matter.
 - If a director does not declare a conflict of interest, but another director is aware of one, the other director can bring it up at a meeting.
 - The board then decides whether there is a conflict of interest.
 - If there is a conflict of interest, the director cannot vote on the matter and must not be present while the matter is discussed.

Insurance

3.19 The board must purchase and maintain general property and liability insurance sufficient to protect the Cooperative from losses or third party liability claims. The board may require members or occupants of units owned or controlled by the Cooperative to purchase personal property and liability insurance.

Section Four
COMMITTEES AND OFFICERS
Committees of Directors

- 4.01** The board may appoint committees of directors (minimum of three (3) directors per committee) whose members hold office at the will of the board. The board must determine the functions and duties of each committee. However, the committee may set out its own procedure in accordance with the Act.

The board may, from time to time, appoint such other committees of members as it may deem advisable, but the functions of such other committees shall be advisory only. The board will set the job description and mandate for each committee. Each advisory committee must have at least one board director serving as a member.

Officers

- 4.02** The officers of the Cooperative include the president, vice-president, secretary, treasurer and any other officers as determined by the board. The board may specify the duties, powers, and term of the officers to manage the business and affairs of the Cooperative.

Section Five
DUTY OF CARE AND INDEMNITY OF DIRECTORS AND OFFICERS

Duty of Care of Directors and Officers

5.01 Directors and officers of the Cooperative must:

- (a) act honestly and in good faith with a view to the best interests of the Cooperative; and
- (b) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- (c) not disclose confidential information about the affairs of the Cooperative, its members or employees. Directors shall sign an Ethical Conduct Agreement and a copy of the Cooperative's Confidentiality Policy.

Indemnity

5.02 Subject to the Act, the Cooperative must indemnify directors and officers, former directors and officers, and persons who undertake or have undertaken any liability on behalf of the Cooperative, and their heirs and legal representatives, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgement, reasonably incurred by them in any proceeding to which they are made a party by reason of being or having been directors or officers of the Cooperative, if:

- (a) they acted honestly and in good faith with a view to the best interests of the Cooperative; and
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, they had reasonable grounds for believing that their conduct was lawful.

Dissent

5.03 Directors are deemed to have consented to any resolution passed or action taken at a meeting of the board or a committee of the board unless they record their dissent within the time and in the manner provided by subsection 213(1) of the Act.

Section Six
MEMBERSHIP SHARES, MEMBERSHIPS AND TRANSFERS

Membership Qualifications

6.01 No person can become a member of the Cooperative unless that person:

- (a) if an individual, is at least 18 years of age;
- (b) has submitted a written application for membership that has been approved by the board or a person authorized by the board to approve membership applications; and
- (c) has purchased and paid for a minimum of 400 membership shares.

Member's Obligations

6.02 To apply for membership, a person must express his or her intentions to occupy a residential unit owned or controlled by the Cooperative and pay a deposit fee to the Cooperative or purchase further membership shares as a form of deposit as required by the board. Members that occupy a housing unit owned or controlled by the Cooperative must sign and comply with a housing agreement and pay housing charges set out in that housing agreement to the Cooperative.

Membership Share Certificate

6.03 The Cooperative is not required to issue formal certificates for membership shares. The Cooperative must, if requested by a member, provide a receipt for the purchase of membership shares.

Transfer of Membership Shares or Memberships

6.04 No transfer of a membership or membership share is valid unless it is completed in accordance with the Articles.

Lien for Indebtedness

6.05 If a member owes a debt to the Cooperative, including through arrears in paying housing charges, the Cooperative has and may enforce a lien on:

- (a) the member's shares in the Cooperative;
- (b) any deposit paid by the member to the Cooperative as a condition of occupying a residential unit;
- (c) any interest of the member in the property of the Cooperative; and
- (d) any sum payable by the Cooperative to the member.

Withdrawal of Membership

6.06 A member may withdraw their membership in the Cooperative by giving the Cooperative 60 days notice from the end of the current month of their intention to withdraw. The board or a person authorized by the board may, in writing, accept the member's withdrawal on shorter notice.

Automatic Withdrawal — Death or Dissolution

6.07 An individual's membership in the Cooperative is deemed to be withdrawn on their date of death or on the date at which they cease to occupy a unit in the Cooperative as their primary residence. By ordinary resolution, the board may deem a body corporate's membership in the Cooperative to be withdrawn if that body corporate has commenced dissolution proceedings or is dissolved by its corporate regulator.

Termination of Membership for Cause

6.08 The board may by special resolution at a meeting of the board terminate the membership of a member for cause. Subject to the housing appeal tribunal process described in by-law 6.12, a member's right to occupy a unit ceases on the effective date their membership is terminated.

Meaning of "for Cause"

6.09 For the purpose of by-law 6.08, "for cause" means:

- (a) the failure of the member to pay housing charges as they are due, including regular monthly housing charges, late fees or penalties, or housing charges arising from any payment plan arranged between the Cooperative and the member;
- (b) the failure of the member to comply with the terms of the housing agreement signed between the member and the Cooperative respecting member obligations to the Cooperative;
- (c) the failure of the member to meet any contractual or debt obligation owing to the Cooperative; or
- (d) the conduct of the member that is detrimental to the welfare of the Cooperative.

Notice of the Board Meeting to Terminate

6.10 The member must be given at least seven (7) calendar days' written notice of the board meeting under by-law 6.08 and the notice must include a statement of the grounds for termination. Notice must be given in a manner that enables the Cooperative to prove delivery. The member is entitled to appear at the board meeting and must be given an opportunity to be heard, including through an agent or counsel.

Notice of Termination Following Decision of the Board

6.11 The Cooperative must give written notice to the person whose membership is terminated within seven (7) calendar days of the board resolution along with a notice of appeal form with the Registrar's contact information. Notice must be given in a manner that enables the Cooperative to prove delivery.

Appeal Process – Housing Appeal Tribunal

6.12 Appeal to Registrar

(a) Within seven (7) business days, excluding holidays, of receiving the notice of termination under by-law 6.11, the person whose membership was terminated may file a written notice of appeal with the Registrar under section 280 of the Act. The appeal will be heard by a special housing appeal tribunal.

Membership and Occupancy Continues

(b) Pending a final decision of the appeal tribunal, the person whose membership was terminated by the board continues to be a member with all rights and privileges of membership, including the right to occupy their housing unit.

Re-Admitting the Member

(c) If the appeal tribunal under section 280 of the Act confirms the board's decision to terminate a person's membership, that person cannot be readmitted as a member of the Cooperative unless by special resolution (2/3rds vote) of members at a meeting of the Cooperative.

Continued Obligation to Pay Housing Charges

(d) The person whose membership is terminated by the board, whether they are appealing the decision or not, must continue to pay housing charges until they vacate their housing unit.

Repurchase of Membership Shares or Repayment of Deposit and Member Loans

6.13 Within a reasonable time, but no later than three (3) months after a person's withdrawal or termination of membership, the Cooperative must repurchase the person's membership shares that were bought as a condition of membership or acquired as dividends issued by the Cooperative or repay to the person any member loans (paid as a condition of membership in the Cooperative) or deposit (paid as a condition of occupying a residential unit) in accordance with section 246 of the Act.

Right of Offset

6.14 If the Cooperative repurchases a member's shares, repays a member loan, or repays a deposit under by-law 6.13, the Cooperative can offset their payment by accounting for:

- (a) arrears for housing charges or penalties owing under the housing agreement;
- (b) costs to repair the member's unit or appliances/fixtures in that unit, if the damage or disrepair is not the result of normal wear and tear;
- (c) costs incurred to reverse any unauthorized changes made to the member's unit (e.g. paint/additions);
- (d) costs of dealing with abandoned personal property (per by-laws 6.16(a) and (b));
- (e) costs incurred by the Cooperative for the settlement of third party claims against the former member (e.g. unpaid utility bills); or
- (f) any other costs or amount related to a debt owed by the former member to the Cooperative.

Restriction on Taking Property

6.15 Subject to by-law 6.16, the Cooperative cannot take a member's property to satisfy amounts due to the Cooperative except by consent or by court order.

Abandoned Personal Property

6.16 If a member or former member of the Cooperative abandons their personal property after ceasing to occupy a unit in the Cooperative, the Cooperative may deal with it as follows:

Property of Little Value

- (a) If the abandoned property is worth less than the expected cost of its removal, storage, and sale, the board may dispose of it however it wishes; or

Property of Greater Value

- (b) If the abandoned property is worth more than the expected cost of its removal, storage, and sale, the board may sell the property by public auction or an advertised sale if the advertisement will likely attract multiple offers. The board must comply with the process set out in subsection 28(1) of *The Cooperatives Regulation, C.C.S.M. c. C223*.

Proceeds of Sale

6.17 The Cooperative may use the proceeds of a sale under by-law 6.16(b) to offset any amounts owed by a member or former member to the Cooperative, including arrears and the costs of the sale under by-law 6.16(b). Any remaining proceeds of the sale are to be paid to the member or former member in accordance with *The Cooperative Regulation*.

Process to Force a Member to Change Units

6.18 If the board requires a member, against the member's wishes, to move from one unit to another unit owned or controlled by the Cooperative, the board and member must comply with a special process (including a right of appeal) under section 279 of the Act.

Dispute Resolution

6.19 *Dispute Among Members*

(a) If there is a dispute between two or more members of the Cooperative arising from the affairs of the Cooperative, the board (or a committee or delegate of the board) may arbitrate or mediate that dispute. The board may determine the process for arbitrating or mediating the dispute between members so long as the process fairly allows each member to participate adequately in the process.

Dispute with the Cooperative

(b) If there is a dispute between a member(s) and the Cooperative arising from the affairs of the Cooperative and not related to proceedings for termination of a membership in the Cooperative, the board must create a three (3) member committee to settle the dispute.

The committee must be set-up as follows:

- One person appointed by the member(s) in dispute
- One person appointed by the board
- Third neutral person appointed by the other two committee members

The members of the committee do not need to be members of the Cooperative. The decision of the committee is final and binding on all parties.

Section Seven
GENERAL RESERVE AND ALLOCATION OF SURPLUS

General Reserve and Other Reserves

7.01 The Cooperative must establish and maintain a general reserve to retain the surplus, if any, for a financial year. The Cooperative must maintain such other reserves as may be required by agreements made with funding agencies.

Minimum Reserve

7.02 The general reserve of the Cooperative must accumulate to a minimum of 2% of the total assets of the Cooperative as reported in the year-end financial statements.

Allocation of Surplus

7.03 At the end of a financial year after allocations to its replacement reserves, the Cooperative must allocate any surplus into the general reserve. The board may determine how to use the balance of surplus, if any, after complying with the minimum reserve requirement.

Priority of Payment – Repurchasing Membership Shares

7.04 If the Cooperative resolves to repurchase membership shares from members, they must do so in the following order of priority:

- (i) to deceased members whose death has been reported to the Cooperative;
- (ii) to members who have reached the age of 65 years;
- (iii) to members who have moved out the area served by the Cooperative;
- (iv) to members whose membership has been withdrawn or terminated; and
- (v) to the remaining members on a proportionate basis.

Section Eight MEETINGS OF MEMBERS

Annual Meetings

8.01 The directors of the Cooperative must hold an annual meeting of members in each financial year of the Cooperative. The annual meeting is held for the purpose of considering the directors' annual report, the financial statements, the appointment of auditors, the election of directors, and other business as permitted by the Act.

Special Meetings

8.02 A special meeting may be called by the board at any time, or by 20% of the members who sign and send a written requisition to the board.

Place of Meetings

8.03 Meetings of members are held in Manitoba at a place determined by the Board.

Electronic Meeting

8.04 Where the Cooperative has adequate facilities and at the discretion of the Board, members may participate in meetings of members by telephone or electronic means. All participants, however, must be able to communicate adequately with each other. Members participating in such meetings are deemed to be present, including for the purposes of quorum.

Notice of Meetings

8.05 Notice in writing of the time, place, and purpose of each meeting of members must be given to the members between fourteen (14) and thirty (30) days in advance of the meeting. This is subject to sections 225 and 226 of the Act.

Chairperson (and Secretary)

8.06 The chairperson of the meeting of members is the president or, in the president's absence, the vice-president. By ordinary resolution, another person may be appointed chairperson. Where the secretary is not present, the chairperson may appoint another person to be secretary for the meeting.

Persons Entitled to be Present

8.07 Only members and the Cooperative's auditors are entitled to be present at a meeting of members. The chairperson may invite other attendees.

Quorum

8.08 Quorum at a meeting of members is the lesser of either the majority of members or the number of directors plus fifteen (15).

Voting at the Meeting

8.09 A person that is on the members' register at the time notice of a meeting is sent is entitled to vote. Voting is governed by these rules:

- (a) votes are counted on a one-member, one-vote basis;
- (b) votes, other than on special resolutions, are passed by a majority of members present who are entitled to vote;
- (c) an ordinary resolution or motion fails in case of a tie vote;
- (d) votes are decided by show of hands, other than votes taken by secret ballot, and the results are reported in minutes of the meeting; and
- (e) a member entitled to vote at the meeting may demand a ballot vote before or after a vote takes place.

Voting by Mail-In or Electronic Ballot

8.10 Where the Cooperative has adequate facilities and at the discretion of the Board, voting (excluding the election of directors) may take place in advance of the members meeting by mail-in or electronic ballot. A person that is on the members' register at the time notice of a meeting is sent is entitled to vote by mail-in or electronic ballot. Voting is governed by these rules:

- (a) votes are counted on a one-member, one-vote basis;
- (b) votes, other than on special resolutions, are passed by a majority of members who are entitled to vote and have actually voted within the time period set by the board;
- (c) an ordinary resolution fails in case of a tie vote; and
- (d) votes are counted on the day of the members' meeting and the results are reported at that meeting.

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RESOLUTION TO AMMEND BY-LAW:
8.10 – Voting by Mail-In or Electronic Ballot

8:10: Voting by Mail-In or Electronic Ballot.

Resolution passed by Membership September 29th. 2020

By-Law 8.10: Voting by Mail-In or Electronic Ballot:

“Where the Cooperative has adequate facilities and at the discretion of the Board, voting may take place in advance of the members meeting by mail-in or electronic ballot. A person that is on the members’ register at the time notice of a meeting is sent is entered to vote by mail-in or electronic ballot. Voting is governed by these rules:

- a) Votes are counted on a one-member, one-vote basis;
- b) Votes, other than on special resolutions, are passed by a majority of members who are entitled to vote and have actually voted within the time period set by the board;
- c) An ordinary resolution fails in case of a tie vote; and
- d) Votes are counted on the day of the members’, meeting and the results are reported at that meeting.

Section Nine NOTICES IN WRITING

Method of Giving Notices in Writing

- 9.01** Where written notices are required to be given to members, officers, directors or committee members, those notices must be sent to the person's recorded address. Additional notices can be sent or published using any type of media as determined by the board. Notice can be waived by the recipient in accordance with the Act.

Undelivered Notices

- 9.02** If a notice in writing to a member is returned undelivered on three (3) consecutive occasions, the Cooperative does not need to give further notice until the member provides a new recorded address.

Section Ten BORROWING POWERS

Authorization

- 10.1** The Co-operative is hereby authorized to borrow money from its members for specific periods of time.

The Co-operative is authorized to exercise every power to borrow money and to secure payment thereof which is conferred upon it by the Act.

Section Eleven AUDITOR

Appointment of Auditor

- 11.1** The members appoint an auditor at each annual members' meeting and holds office until the next annual meeting. The auditor can be either a certified professional accountant or accounting firm. The board will arrange for payment of the auditor if authorized by the members.

Removal of Auditor

- 11.2** Part 11 of the Act states how to remove an auditor and appoint a different auditor.

Access to information

- 11.3** The auditor must have access to the books, accounts and vouchers of the co-op at all reasonable times.

The directors, officers and employees of the co-op must provide any information and explanations which the auditor needs.

Reporting

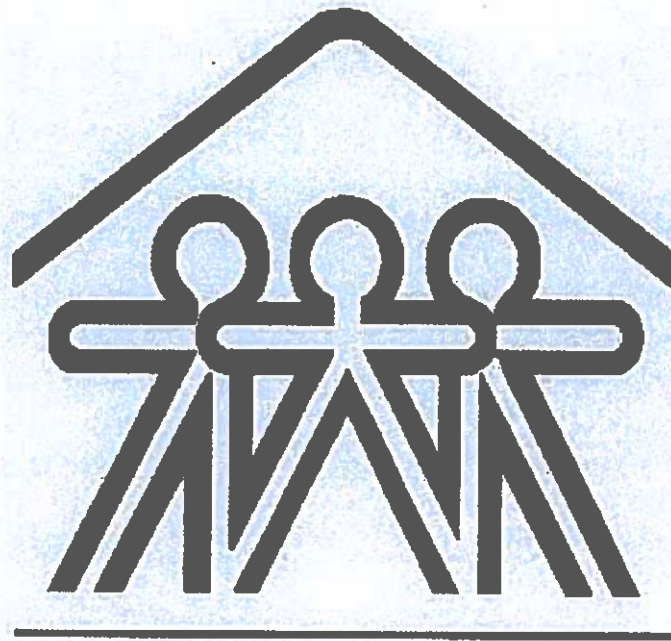
- 11.4** The auditor reports at the annual members' meeting on the financial statements of the co-op.

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Carpathia
housing co-op ltd.

Occupancy Rules

(Policies)

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3:15:01	Hall Usage at Westboine Park by Carpathia Members
3:16	Condensation
3:17	Residential Use for Business Purposes
3:18	Appliances
3:19	Balconies - Apartment
3:20	Common Storage Areas - Apartment
3:21	Smoke Alarms
3:22	Additional Fencing
3:23	Negligence, Abuse & Misuse of Units
3:24	Time Limit on Appeals

SECTION 4 MEMBERS RESPONSIBILITIES – OPTIONAL

4:01	Interior - Painting & Decorating
4:02	Interior - Flooring & Flooring Replacement
4:03	Exterior Modifications
4:04	Exterior Sheds
4:05	Alarm System
4:06	Communications Upgrading/Enhancement Products
	Telephone Jacks & TV Cables
	TV Satellite Dishes
	Outside Antennas (CB, Amateur Radio and/or Shortwave)
4:07	Dishwashers
4:08	Central Vacuums
4:09	Water Beds

- 4:10 Family Rooms
- 4:11 Electrical Alterations
- 4:12 Air Conditioning/Heating Units

SECTION 5 **COOPERATIVE RESPONSIBILITIES**

- 5:01 Painting Policy - General Unit Repainting
 - Painting Cycle
 - Quality of Paint
 - Inspections
 - Cleaning Requirements
 - Long term Resident Members
 - Cost Recoveries
 - Cost Recovery Formula
- 5:02 Flooring Replacement Policy
 - Types of Flooring
 - Replacement Cycles
 - Quality of Flooring Replacement
 - Inspections
 - Cost Recoveries
 - Cost Recovery Formula
- 5:03 Cost Recovery Formula
 - Cost Recoveries
 - Undepreciated Value
- 5:04 Doors and Windows
- 5:05 Master Key Policy
 - Master Key - Emergency On-Call

SECTION 6 **PARKING & TRAFFIC**

- 6:01 Parking & Traffic
 - Stall Allocation & Registration
 - Repairs & Damages, Costs & Storage
 - Recreation Vehicles

SECTION 7 **FINANCE**

- 7:01 Fiscal Year
- 7:02 Shares

Minimum Share/Membership Requirement

Share Capital Purchase

Refund of Shares

7:04 Move-In Deposit

7:04 Fees, Penalties & Deposits

Housing Charge Late Payment Penalty

Returned Cheque Policy

Members Handbook Penalty Charges

Key Charge

Internal Transfer Fee

Recovery of Maintenance Costs

Carpet Cleaning

7:05 Demand Notes

SECTION 8 ANIMAL CONTROL

8:01 Animal Control By-Law

Swindon Way

Carpathia Road

Categories

Restrictions

Wild Animals

Vicious Animals

Limitations

Registrations

Licensing

Inoculations

Spay/Neutering

Leashing

Animal Waste

Playground & Private Yards

Damages & Cost Recoveries

Noise

Complaints

Penalties

Fines

Appeals

8:02 Information

8:03 Use Of Live Animal Trap

MISCELLANEOUS

History of Carpathia Housing Co-op Ltd.

The Principles of Co-operation



SECTION 1
CORPORATE STRUCTURE
AND DIRECTORS

SECTION 1**CORPORATE STRUCTURE AND DIRECTORS**

- 1:01 Mission Statement
- 1:02 Charter By-Laws
- 1:03 Housing Agreement
- 1:03:01 The Housing Agreement between the Co-op and the Member
- 1:03:02 Additions, Deletions or Transfer of Names
- 1:04 Corporate Structure
- 1:04:01 Organizational Chart
- 1:04:02 Organizational Structure
- 1:05 Board Committees
- 1:05:01 Election of the Executive Committee
- 1:05:02 Executive, Personnel & By-Law Committee
- 1:05:03 Finance Committee
- 1:05:04 Cooperative Education Committee
- 1:05:05 Membership Committee
- 1:05:06 Maintenance Committee

1:01 MISSION STATEMENT

CARPATHIA HOUSING CO-OP LTD.

MISSION STATEMENT

Our purpose is to provide a cooperative organization that recognizes that quality affordable housing accommodation is both a basic human need and an inalienable right.

Carpathia Housing Co-op Ltd. is based on sound financial performance and on commitment to service excellence, cooperative and democratic values, and involvement of our Membership.

We also recognize that this Cooperative is a part of a wider community, and we value both the support of that community and the contributions of our Members to the wider community. We believe that such interaction will demonstrate to the wider community the viability and desirability of co-operation.

1:02 CHARTER BY-LAWS

1:03 HOUSING AGREEMENT

1:03:01 HOUSING AGREEMENT BETWEEN THE CO-OP AND THE MEMBERS

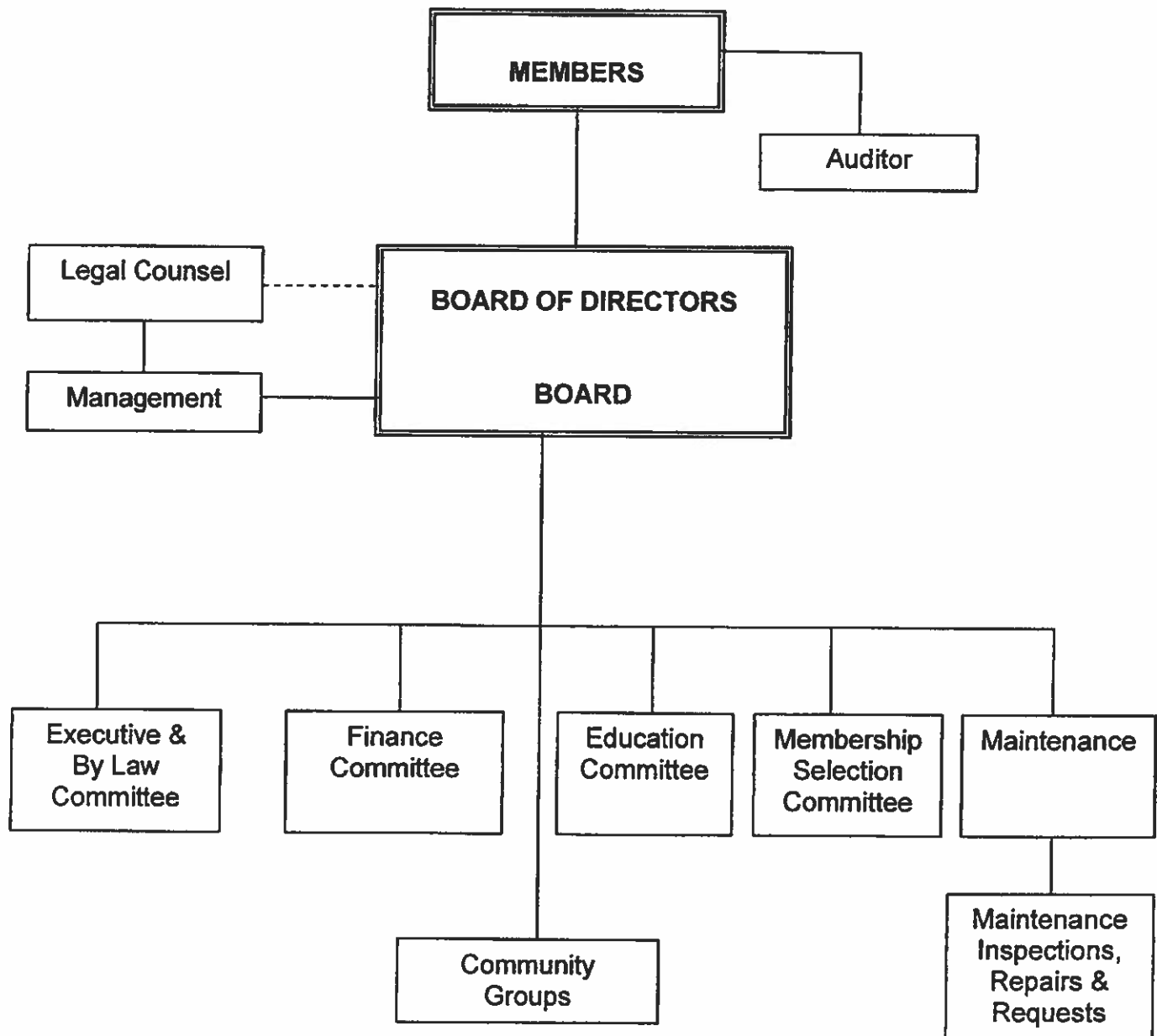
1:03:02 ADDITION, DELETION OR TRANSFER OF NAMES

The addition, deletion, or transfer of names on a Housing Agreement shall be at the recommendation of the Member Selection Committee to the Board of Directors and subject to the following conditions:

- a) In order to ensure that all the residents in a unit may be properly accounted for in case of emergency, the member shall, within 15 days following 30 days of residency, report the person(s) other than those registered on the Housing Agreement, in writing to the office, the names of such other resident(s).
- b) Prior to any additions being made, other than natural family additions, the said person must attend the next scheduled Orientation program.

1:04:01 CARPATHIA HOUSING CO-OP LTD COMMUNITY STRUCTURE TREE

Carpathia Housing Co-op Lt.d
ORGANIZATIONAL STRUCTURE
May 2, 2002



LEGEND

—— Accounts to
----- Reports to

1:04:02 ORGANIZATIONAL STRUCTURE

Carpathia Housing Co-op Ltd. is a duly incorporated co-operative under the Cooperatives Act of the Province of Manitoba and so registered on December 18th, 1973.

The project is located on a 12 acre site on Carpathia Road in the City of Winnipeg.

The 152 unit project made up of 152 town homes and underwritten by Canada Mortgage & Housing Corporation under the National Housing Act & operated under a Section 56.1 Operating Agreement.

This project was funded by Manitoba Housing in 1987 under a Co-op Housing funding formula known as INDEX LINKED MORTGAGE (ILM) and also operated under the National Housing Act ILM Operating Agreement.

The members at each Annual General Meeting are to elect 7 directors to oversee the affairs of the cooperative, they formulate operating policies and implement the operating policies approved by the members.

The Community Structure allows, within definite parameters, the opportunity for volunteer members to serve on different **"MEMBERS WORKING GROUPS"** or **"COMMUNITY GROUPS"** which are as follows:

MEMBERS WORKING GROUPS

- Executive & By law Committee
- Finance Committee
- Education Committee
- Member Selection Committee
- Maintenance Requests & Repairs and Yearly Inspections

COMMUNITY GROUPS

The volunteer members are seen as the lifeblood of our cooperative. They are a necessary ingredient for the realization of a number of every basic co-op principles and objectives set forth by Carpathia Housing Co-op Ltd.'s' Mission Statement.

1:05 BOARD COMMITTEES

The Board Committees are responsible for the "Corporate" well being of the cooperatives. Aside from their fiduciary responsible as described in The Cooperatives Act, the Board of Directors must assume the responsibility to oversee the operation of the Members Working Groups as described in Section 2 Membership and Members Working Groups.

1:05:01 ELECTION OF THE EXECUTIVE COMMITTEE

The position of President, Vice-President and Secretary/Treasurer are filled by election at each board meeting following the Annual General meeting of the members.

The President will appoint Board Members to fill all Board Committees, unless other wise stated in the committees composition, within thirty-one (31) days of the Annual General meeting of the Membership.

1:05:02 COMMITTEE: EXECUTIVE & BY LAW COMMITTEE

TYPE: BOARD

COMPOSITION: President, Vice-President, Secretary/Treasurer.

ACCOUNTABILITY: Accountable to the Board of Directors.

1:05:02 COMMITTEE: EXECUTIVE & BY LAW COMMITTEE (CON'T)

FUNCTION: To deal with emergencies that occur when it is impossible or impractical to assemble the whole Board on short notice. All actions of the Executive/Personnel Committee must be ratified by the Board of Directors.

Insure that current job descriptions are in place for all staff of the cooperative and that yearly performance appraisals occur.

Hear member grievances as required from time to time.

Recommend to the Board of Directors any By-Law or Occupancy By-Law changes that require approval by the membership

Recommend to the Board of Directors all Policies and Procedures that require approval by the Board.

1:05:03 COMMITTEE: FINANCE COMMITTEE

TYPE: BOARD

COMPOSITION: Secretary/Treasurer, President and Vice President.

ACCOUNTABILITY: Accountable to the Board of Directors.

FUNCTION: Review a yearly budget as prepared by the Manager and in co-operation with the Board of Directors for approval.

Assist in the presentation of the approved budget to the membership for information.

Review monthly financial statements of the cooperative. Review the investments of the cooperative in a timely fashion.

Insure that appropriate financial policies and procedures are in place so as to insure the financial well being of the cooperative.

1:05:04 COMMITTEE: COOPERATIVE EDUCATION COMMITTEE

TYPE: BOARD

COMPOSITION: Composed of three Board members

ACCOUNTABILITY: Accountable to the Board.

FUNCTION: Plan a yearly education program for the Board/Working groups and members of the cooperative taking into account the needs of the various groups and the yearly education budget.

Schedule and run Board education orientation sessions for members and new members.

1:05:05 COMMITTEE: MEMBERSHIP COMMITTEE

TYPE: BOARD

COMPOSITION: Three (3) Board Members.

FUNCTION: To recommend the approval of individual(s) for Membership into Carpathia Housing Cooperative.

SPECIFIC TASK: To determine membership eligibility.

BOARD LIAISON: Corporate Secretary

1:05:06 COMMITTEE: MAINTENANCE COMMITTEE

TYPE: BOARD

COMPOSITION: Three (3) Board Members.

FUNCTION: To receive requests for work orders and director repairs accordingly.

SPECIFIC TASK: Cause the lawnmower to be tuned up.

BOARD LIAISON: Corporate Secretary

SECTION 2
MEMBERSHIP
AND

MEMBERS WORKING GROUPS/COMMUNITY GROUPS

SECTION 2 **MEMBERSHIP**

2:01 **Membership**

2:01:01 **Non-Resident Members**

2:01:02 **Age of Majority**

2:02 **Membership Confidentiality**

2:03 **Membership Meetings**

2:04 **Working and Community Group Structure**

2:05 **Member Working Groups**

2:05:01 **Communications & Member Information Working Group**

2:05:02 **Traffic Control Group**

2:05:03 **Pet Control Group**

2:05:04 **Fund Raising**

2:05:05 **Community Groups**

Carpathia Road Community Group

Swindon Way Community Group

2:01:01 MEMBERSHIP - NON-RESIDENT MEMBERS

Carpathia may allow non-residents to be members of the Cooperative and to be entitled to all the rights, privileges and benefits outlined in the Charter By-laws and the Cooperative Act and subject to the following conditions:

- a) The maximum number of non-resident members be established at five (5).
- b) The minimum share capital requirement for such membership shall be 400 shares at the par value of \$1.00 each.

2:01:02 MEMBERSHIP -B AGE OF MAJORITY

Carpathia Housing Co-op Ltd., shall encourage all persons permanently residing in the Co-op, upon reaching their eighteenth (18th) birthday to apply for membership within the Co-op and take part in the activities of the Co-op.

2:03 MEMBERSHIP CONFIDENTIALITY

All member=s correspondence with the co-operative shall remain in strict confidence at all times.

The co-operative shall establish procedures as required to deal with letters of complaint and personal financial/family information so as to ensure that the information provided is kept confidential.

2:04 MEMBERSHIP MEETINGS

Members of Carpathia Housing Cooperative Ltd. are expected to attend all general and special meetings of the membership.

All general and special meetings of the membership shall be governed by Robert=s Rules of Order.

2:05 WORKING AND COMMUNITY GROUP STRUCTURE

In order to exercise better communication between the Board of Directors and the Members, the organizational structure§ shall provide for the following:

WORKING GROUPS

Those activities that relate to either the enforcement of Occupancy By-Laws or has direct impact on the membership under the Policies and Procedures shall form part of an established Board of Director Committee. The ABoard Committees shall directly oversee and monitor the ongoing operation of these Working Groups which are as follows:

- a) Finance Committee - Fund Raising Working Group.
- b) Education Committee - Communications & Member Information Working Group.
- c) Membership Committee - Pets & Parking Working Group.

COMMUNITY GROUPS

The Community Groups shall operate on an ad hoc basis and as the need for certain activities arises from time to time & shall be based by project location.

These Community Groups shall be under the supervision of and report directly of the Board of Directors. Craft Groups, Swindon Way in House Group, July 1st Activities as well as any other community groups shall obtain all authorities to proceed with ongoing projects and/or new found activities by either making direct representation by attendance at a Board of Directors scheduled meeting or by written request to the Secretary of the Board of Directors.

2:05 WORKING GROUP STRUCTURE (CON'T)

MANDATE: All Working Groups of Carpathia Housing Co-op shall operate according to their approved mandate as outlined in their respective job descriptions.

ATTENDANCE: The chairperson of the Board Committee or the Committee as a whole or a designated member of the Committee will attend the Working Group meetings as needed and as required from time to time. The chairperson of each Working Group shall attend and report at all scheduled members= meetings.

RECRUITING: The Board of Directors, The Working Groups and the Community Groups shall assist in the recruitment of volunteer members for the working and community groups based on the following criteria:.

- a) Volunteers will be recruited from the membership at large for specific tasks and activities as required so as to ensure a well run housing co-op exists.
- b) Potential volunteers will be drawn from the skills registry and will be assigned to a specific working group as required or in accordance with the members= wishes. .
- c) The recruitment of volunteers may also be achieved by contacting the office for references.
- d) Cooperative Education, as required, will be provided to all members serving on a working group.

2:06 MEMBER WORKING GROUPS

- a) Communications & Member Information Working Group
- b) Traffic & Pet Control
- c) Fund Raising

2:06:01 COMMUNICATIONS & MEMBER INFORMATION WORKING GROUP

WORKING GROUP: MEMBER INFORMATION GROUP

TYPE: Member Volunteers

ACCOUNTABILITY: To the membership through the Board of Directors Education Committee.

FUNCTION: Be responsible for the delivery of the Member Information Video Program@ to all prospective members relative to cooperative living and lifestyle.

2:06:01 COMMUNICATIONS & MEMBER INFORMATION WORKING GROUP (CON'T)**WORKING GROUP:** COMMUNICATION WORKING GROUP**TYPE:** Member Volunteers**ACCOUNTABILITY:** To the membership through the Board of Directors.**FUNCTION:** The Communications Group and in collaboration with the Board Education Committee Groups shall be responsible to inform the membership on issues related to Cooperative Living and Lifestyles through the publications of various and designated bulletins and the Carpathian Newsletter as necessary.**FUNCTION:** Editorial Policy -B The Communications Group shall abide by the following editorial policy:

That the members of Carpathia Housing Co-op Ltd., have individually or share a diverse number of religious, political, personal affiliations views and beliefs; BE IT RESOLVED THAT all communications and actions between management committees and individual members of the co-op and co-ops membership shall respect these individual views, beliefs and affiliations.

2:06:02 TRAFFIC & PET CONTROL WORKING GROUP**WORKING GROUP:** TRAFFIC & PET CONTROL**TYPE:** Member Volunteers**ACCOUNTABILITY:** The Pet Working Group is responsible to the membership through the Board Membership Committee**FUNCTION:** PET CONTROL

Control and regulate pets within the co-op as per Carpathia Housing Co-op Ltd. Animal Control By-Law

Handle all complaints regarding pets.

Keep an updated register of member=s pets, including number, type, breed, name and markings.

Monitor and supervise the use of the animal trap.

Through articles and special seminars, inform members of proper pet training, pet care, and of current issues regarding pets.

Review annually, the Animal Control By-Laws from time to time.

FUNCTION**PARKING & TRAFFIC**

Record and keep a handbook containing an updated list of all vehicles at both the Carpathia Road & Swindon Way.

Monitor the parking and traffic at Carpathia Road and Swindon Way in accordance with the Parking and Traffic By-Laws.

Verify current lists of members licence numbers.

2:06:03 FUND RAISING**WORKING GROUP:** FUND RAISING**TYPE:** Membership Volunteers**ACCOUNTABILITY:** To the membership through the Board Finance Committee.**FUNCTION:** To provide ways and means of raising and allocating funds for events and activities not budgeted for by Carpathia=s Operational and Democratic Control Budgets.**2:06:04 COMMUNITY GROUPS - Carpathia Road & Swindon Way****TYPE:** Member Volunteers

The Community Groups shall be organized on an AD-HOC basis as required from time to time and shall dissolve once the task is completed. Community groups such crafts Swindon Way in House may continue their activities on a continuous basis and report to the Board of Directors on a regular and timely basis or as requested by the Board of Directors.

ACCOUNTABILITY: To the membership through the Board of Directors.

FUNCTION: Responsible for the coordination of

- Social activities for adults and children;
- Social portion of the Membership Meetings.
- Clean-up Days.
- Playground issues at Carpathia Road.
- Events & Activities (craft, card games, teas etc)
- Organize work parties as required from time to time to assist the Maintenance Personnel for special site projects.
- Make recommendations to the Board of Directors and Management on matters of environmental issues such as abuse of common areas etc.

SECTION 3
MEMBERS
RESPONSIBILITIES
GENERAL

SECTION 3 MEMBERS RESPONSIBILITIES B GENERAL

3:01	Doors & Windows
3:01:02	Walls, Mailboxes, House Numbers
3:01:03	Clotheslines
3:02	Interior Decorating (see: Cooperative Maintenance 005:02)
3:03	Visitors
3:04	Common Area, Private Yard & Front Yard (Carpathia Rd.)
3:05	Common Area (Swindon Way)
3:06	Signage/Advertisements
3:07	Garbage Disposal
3:07:01	Garbage Disposal- GENERAL
3:07:02	Garbage Disposal - BINS
3:08	Noise
3:09	Entrance and Walkways
3:10	Storage and Disposal of Hazardous Materials
3:11	Yard and Basement Sales
3:12	Children
3:13	Vandalism
3:14	Door Knockers - Swindon Way
3:15	Use of Board/Committee Room
3:15:01	Hall Usage at Westboine Park by Carpathia Members
3:16	Condensation
3:17	Residential Use for Business Purposes
3:18	Appliances
3:19	Balconies - Apartment
3:20	Common Storage Areas - Apartment
3:21	Smoke Alarms
3:22	Additional Fencing
3:23	Negligence, Abuse & Misuse of Units
3:24	Time Limit on Appeals

3:01 DOORS AND WINDOWS**DOORS**

1. The combination or aluminium doors shall not be replaced or altered by the resident member.
2. Additional locks or bolts may be placed upon doors only after written consent has been obtained from the Co-op. A set of duplicate keys shall be properly labelled and submitted to the Office for use only in case of emergency, or after giving 24 hours notice of intent to enter. The said keys should be keyed to the Co-op "Master Key" System.
3. Members are asked to refrain from putting stick-on hooks, decals, etc., on interior doors as these cause the finish to come off when removed.

WINDOWS

1. Nothing shall be placed or hung on the outside of window sills or projections without prior written approval from the Co-op.
2. No awnings, shades or window boxes shall be erected over or outside of any window without prior written approval from the Co-op.
3. Basement window wells should be cleaned of all debris at least once a year to avoid blockage of weeping tiles.

3:01:02 EXTERIOR WALLS, MAILBOXES, HOUSE NUMBERS

1. Spikes, hooks, screws or nails shall not be put into the exterior walls or woodwork of the buildings without the express written consent of the Co-op.
2. The resident shall not replace, mutilate or alter the mailboxes and house numbers whatsoever.

3:01:03 EXTERIOR CLOTHES LINES

No clothes lines, umbrella clothes lines or any similar device is to be erected by any resident member in their yards.

3:02 INTERIOR DECORATING:

(SEE: COOPERATIVES MAINTENANCE 5:02)

3:03 VISITORS

1. Members shall insist that their visitors not disturb or interfere in any way with other members or those having business with other members
2. Members will at all times be responsible for their visitors and ensure that the By-Laws of the Co-operative are at no time breached by them.
3. Any visitor residing with a member for more than one (1) month must be registered with the office. Members receiving assistance from the 56.1 Subsidy Pool may have their assistance reviewed in such cases. Failure to report such "long-term visitors" may result in termination of assistance.

3:04 COMMON AREAS/PRIVATE YARDS/FRONT YARD - CARPATHIA ROAD**DEFINITIONS:**

1. **Common Areas:** is defined as all areas of the cooperative including "Front Yards" (mail box door).
2. **Private Yards:** is defined as the "fenced in area".
3. **Front Yards:** is defined as:
 - a) The area located between the main entrance (mail box door) and/or up to next unit and/or the collector sidewalk and/or parking stall and/or roadway area and;
 - b) The area immediately adjacent to an end unit.

3:04:01. COMMON AREA/FRONT YARD

The member shall not place, permit to be placed, or leave in or upon the common area or the front yard any goods, articles, debris ie: composts, spare auto parts etc..., or refuse of any type except that: subject to Article 006:17:

GARBAGE DISPOSAL BINS, the member may in lieu of the garbage bins, place on the concrete pad, wooden lawn chairs or a bench type seat provided that this is in agreement with your neighbours.

3:04:02. PRIVATE YARDS

Each member shall have exclusive use of their private yards subject to the following conditions:

- a) Members shall have full responsibility to ensure that his/her PRIVATE YARDS are in a good state of repairs at all times particular by mowing the grass, controlling weeds, keeping trim borders and keeping the area clear of refuse, signs and debris.
- b) Members shall be allowed to install patio blocks and/or wooden decks and/or gardens in lieu of grass. The member must apply to management for the change. Once the change is complete and passes inspection, which becomes the "original state" of the yard.
- c) Failure to keep the Private Yards in good state of repairs at all times by the resident member either through neglect, or the violation of Provincial or Municipal acts, By-Laws or regulations, shall be just cause to have the said Private Yards repaired by the Co-op at the resident member's expense upon due and proper notice given.
- d) Any modifications to private yards will be subject to restoration at the outgoing members' costs if the said modifications are not acceptable to the incoming member. Acceptance meaning acknowledging responsibility.
- e) Upon move out, Animal Owners will automatically have \$200.00 withheld from their share capital refund during the period Nov. 01 to May 01 so as to ensure that the yard is free of animal feces.
- f) Composts will be allowed, as per the City of Winnipeg By-Laws. They must be rodent proof.

3:04:03. FRONT YARDS (mail box door)

- a) Each member shall have for his/her personal and private enjoyment, the use of their front yard.
- b) The member shall also be responsible and ensure that front yards be kept mowed and free of weeds and trimmed by the member at all times.
- c) Members are asked to use common courtesy when enjoying the front yard so that they do not infringe on their immediate adjacent neighbour's rights to a peaceful residency.

3:05 COMMON AREAS - SWINDON WAY**DEFINITION:**

Common area is defined as all other interior & exterior areas that are not contained in the member's suites.

There will be NO SMOKING in lobby, hallways or elevator of apartment block.

3:06 SIGNAGE/ADVERTISEMENTS

No sign, advertisement, or notice shall be inscribed, painted, or affixed on any part of the interior or exterior of the buildings. Exceptions would be made for Block Parent signs, and in election years, window posters can be displayed.

3:07:01 GARBAGE DISPOSAL - GENERAL**1. SWINDON WAY**

- a) Members shall secure all garbage in plastic bags, tied securely and disposed of by the garbage chute located on each floor.
- b) Bulky items that do not fit in the chute may be left in the "furniture holding room".
- c) Members shall make arrangements with the City of Winnipeg for the removal of any large items (ie; couches, mattresses, chairs etc) at the members own expense.

2. CARPATHIA ROAD SITE

- a) Members shall secure all garbage in the garbage bins properly, either in garbage containers with lids or plastic garbage bags tightly secured. Any boxes containing garbage must be secured.
- b) Garbage contained as above is to be placed at the curb no sooner than one night before scheduled pick-up. Garbage pick-up is DAY 2 on the City of Winnipeg Garbage Cycle.
- c) Members are responsible to clean up all refuse dropped after pick-up.
- d) Garbage bins are to be kept clean and free from odour at all times.
- e) Members should make arrangements with the City of Winnipeg for the removal of any large items (ie. couches, mattresses, chairs, etc.)

3:07:02 GARBAGE DISPOSAL - BINS**1. Placement of unit garbage bins (boxes) shall be as follows:**

- a) Immediately adjacent to front door step on the concrete pad provided by the co-op for that purpose.
- b) Within the fenced area of the member's own yard

3:08 NOISE/GENERAL

2. Members, their families, guests or visitors shall not permit any excessive noise on the premises.
3. Member residents who are entertaining shall be mindful of their neighbours' right to quiet and privacy, particularly after 11 p.m.
4. At all times noise levels must be kept within those set by City of Winnipeg Noise By Laws 24-80-79.

SWINDON WAY - SPECIFIC

Members, their families, guests or visitors shall not run or play in the common areas of the apartment block nor shall they conduct themselves in such a way as to deny any other member the right for quiet and peaceable enjoyment of their own suite.

3:09 ENTRANCE AND WALKWAYS

1. The member's private outside entrance, steps and sidewalk shall at all times be kept free of snow and ice at the member's own effort or expense.
2. Sidewalks (private and common), entries, driveways and passage ways used in common by the members shall not be obstructed in any way by the members, their families, visitors or guests.

The Co-op as a whole is not responsible for any injury or damage caused by any member who fails to adhere to the above By-Law. Members are encouraged to purchase liability insurance.

3:10 STORAGE & DISPOSAL OF HAZARDOUS MATERIAL

1. Combustible or offensive goods MAY NOT be stored upon the premises with the following exceptions:
 - a) TURPENTINE and paint thinners must be stored, tightly sealed in original containers, away from any source of heat or open flame.
 - b) PAINT must be stored in securely sealed containers, away from any source of heat or open flame.
 - c) BARBECUE LIGHTER FLUID must be stored in accordance with safety regulations posted on container and away from any source of heat or open flame.
 - d) PROPANE TANKS must be stored outside the unit.
2. Combustible or hazardous waste must not be disposed of into the sewer or drainage system. All combustible material must be disposed of in the following manner:
 - a) Tightly sealed in an appropriate container.
 - b) Must be disposed of in a manner consistent with the City of Winnipeg By-Law covering the Disposal of Hazardous Material.
3. No member shall do or permit anything to be done in their unit or bring or keep therein anything which will increase the risk of fire or increase the rate of fire insurance on any building within the Co-op.

3:11 YARD AND BASEMENT SALES

Members wishing to have Yard sales or Basement sales must confine same to their own private fenced in area, or unit, unless such sales are for the benefit of the whole co-operative and sanctioned by the Board.

3:12 CHILDREN

1. It is the responsibility of parents to exercise control over the activities of their children with respect to the safety of others and to the rights of neighbours to quiet privacy.
2. Children are not to be allowed in any play areas or on play structures after 10:00 p.m. in order to ensure neighbours quiet privacy. IT IS THE RESPONSIBILITY OF PARENTS to see that their children observe this curfew.
3. The safety of any child is the responsibility of the parents. The Carpathia Housing Co-op Ltd. is not to be held liable or responsible for any injury occurring on any play structure or in any play area.

3:13 VANDALISM

1. Members will be held responsible for any damages caused by any member of their household or their visitors.
2. A second offence will mean that the member and the offending member of the household will be required to attend a special meeting with Management.
3. A third offence will result in the initiation of the termination of membership process.

NOTE See 6:16 RECOVERY OF MAINTENANCE COSTS

3:14 DOOR KNOCKERS - SWINDON WAY

1. Door knockers will not be allowed.
2. Any current member resident who has a door knocker must either leave the door knocker in place when they leave, or if removed, the door will be repaired by the cooperative at a cost to be born by the cooperative.

3:15:01 USE OF BOARD/COMMITTEE ROOM - MEMBERS

Resident members may use the Carpathia Co-op Board/Committee Rooms for personal use (eg: Birthday Parties, Showers, Receptions) subject to the following conditions:

1. The member shall sign an agreement for the use of the Board/ Committee Rooms.
2. A user fee, set by the Board, will be charged and donated to the Carpathia Fund Raising Committee. A refundable deposit will be charged and then refunded after inspection and once the rental is completed. The Board may review this fee from time to time.
3. If one letter of complaint is received by the office regarding abuse of the room, the members' room rental privileges will be suspended indefinitely.
4. All repair costs will be born by the resident member.
5. Where it is determined that the resident members' Social attendants have grossly abused the premises, his/her membership in the Co-op will be reviewed by the Board of Directors.

3:15:02 HALL USAGE AT WESTBOINE PARK BY CARPATHIA MEMBERS

Carpathia Resident Members may apply to Westboine Park Housing Co-op for the use of their Hall under the terms and conditions of their hall usage agreement.

3:16 CONDENSATION

SEE 3:23 NEGLIGENCE, ABUSE, MISUSE OF UNITS

3:17 RESIDENTIAL USE FOR BUSINESS PURPOSES

- a) That the resident/member continues to use the premises for it's original intent, that is a "Residential Premise";
- b) That the premise's address be used for the sole purpose of receiving mail;
- c) That no additional pedestrian or vehicular traffic be created for the purpose of conducting such a business; and
- d) That written authority be obtained from the office stating the type of business prior to obtaining proper city licenses where applicable.

3:18 APPLIANCES

The members shall be responsible for ensuring that the fridges, stoves and dryers are kept in good running order, and shall promptly report all and any malfunctions to the office for immediate attention.

The member shall:

- a) Stoves: Clean oven and top of stove on a regular basis so as to avoid a build-up of grease and grime.
- b) Fridges: Defrost the freezer compartment on a regular basis. Any or all damages caused by neglect (leaving boiling kettle to speed thawing) shall be paid for by the members.
- c) Dryers: Do not overload the dryer so as to cause the drum to wear out at an accelerated rate. The member shall also clean the lint screen after each load.

3:19 BALCONIES/APARTMENT

1. That the following list of articles be the only articles permitted to be stored on the balconies:
 - a) B.B.Q.'s (subject to the City of Winnipeg By-Laws for reference, see attached
 - b) Patio Furniture
 - c) Decorative plants
 - d) Bicycles where no storage room space is available in the designated room on the main floor, and,
2. Except for flower boxes and Christmas lights

3:19 BALCONIES/APARTMENT CON'T

3. Balcony Privacy Barriers will be allowed subject to the following;
- a) Privacy will mean to be the front section of the iron railings of the balconies.
 - b) The barrier shall be beige/sandy coloured fibreglass roof panel
 - c) The materials will be purchased by the cooperative to ensure the installation standards are met.
 - d) The cooperative will install the panels
 - e) The Member will be invoice for the labour and materials as determined by the Board of Directors from time to time.

3:20 COMMON STORAGE/APARTMENT

Space in the common room will be allocated on a first come, first serve basis.

3:21 SMOKE ALARMS

To respect the requirements of the City of Winnipeg By-Law 3518/83, Residential Buildings Fire Code Improvements, the Cooperative Member

- a) Is responsible to change the battery (ies) once per year (September of each year).
- b) Shall maintain & care for the smoke alarm so as to ensure continuing satisfactory performance.

3:22 ADDITIONAL FENCING

- a) No additional fencing or any type if fence modifications be allowed
- b) No decorative flower pots or boxes etc are to be allowed on the outside or inside the fence nor onto the top of the fence structure.
- c) Any additional fencing or modifications(s) will be immediately restored by the cooperative to its original design at the member's costs.

3:23 NEGLIGENCE - ABUSE, MISUSE OF UNITS

- a) The Co-op will forthwith institute an inspection of housing units where there is evidence either internal or external that the unit is subject to negligence, misuse or abuse and,
- b) That a 24 hour notice be issued to the resident-member prior to such inspection and,
- c) That should such negligence, misuse or abuse be clearly identified, the resident-member be given thirty (30) days notice to rectify such situation(s).

3:24 TIME LIMIT ON APPEALS

Any resident-member appealing a decision rendered against him/her by either an approved committee of the Board of Directors, or by a members committee or by management, shall appeal within 14 days of receipt of any such decision mailed or hand delivered (witnessed).



SECTION 4
MEMBERS
RESPONSIBILITIES -
OPTIONAL

SECTION 4 **MEMBERS RESPONSIBILITIES - OPTIONAL**

- 4:01 Interior - Painting & Decorating
- 4:02 Interior - Flooring & Flooring Replacement
- 4:03 Exterior Modifications
- 4:04 Exterior Sheds
- 4:05 Alarm System
- 4:06 Communications Upgrading/Enhancement Products
 - Telephone Jacks & TV Cables
 - TV Satellite Dishes
 - Outside Antennas (CB, Amateur Radio and/or Shortwave)
- 4:08 Dishwashers & Garburators
- 4:10 Central Vacuums
- 4:11 Water Beds
- 4:12 Family Rooms
- 4:13 Electrical Alterations
- 4:14 Air Conditioning/Heating Units

4:01 INTERIOR - PAINTING & DECORATING

(SEE Interior - Painting & decorating Section 5.01)

4:02 INTERIOR - FLOORING & FLOORING REPLACEMENT

(SEE Interior Flooring & Flooring Replacement Section 5.02)

4:03 EXTERIOR MODIFICATIONS

Carpathia Housing Co-op Ltd. will allow installation such as flower beds, decks, basketball back-drops, etc., under the following terms and conditions:

- a) That all such installations be firstly submitted together with drawings and/or designs, for approval prior to installations.
- b) All structures to be painted or stained in the same colour tone as side yard fencing.
- c) All such modifications to be removed by the outgoing member at his/her cost.
- d) All work to be inspected by co-op maintenance personnel upon completion to ensure conformance to policy.
- e) Any modifications will be subject to restoration to the original state at the outgoing members' costs if the said modifications have not been applied for and approved in writing by the Co-op.

4:04 EXTERIOR SHEDS

Carpathia Housing Co-op Ltd. will permit the erection of storage sheds by members subject to the following terms and conditions:

- a) The construction of storage sheds must be approved by Management. All requests must be submitted to the office together with drawings prior to commencement of work.
- b) That they be erected at the resident member's cost.
- c) That the maximum storage shed size be 7 ft. by 8 ft. (82" x 70 ¼")
- d) The maximum height thereof is no more than 6 inches above the existing side yard fence when installed.
- e) That the storage shed be stained or painted in the same colour tone as side yard fencing or white.
- f) Upon vacating his/her unit, the resident member shall repair all yard damages caused by the storage shed at the member's cost.
- g) All storage sheds must be stored inside the member's yard.
- h) All work to be inspected by Co-op maintenance personnel upon completion to ensure conformance to policy.

4:05 ALARM SYSTEM

Installation of "Alarm System" will be allowed subject to the following terms and conditions:

- a) Resident- members must submit a formal application to the co-op together with equipment information.
- b) Application to the City of Winnipeg Police Department in order to obtain proper I.D. Certificate which will be affixed to the exterior door window.
- c) The resident-member must be ready to supply the office with information so as to provide access in case of an EMERGENCY. This information will remain "PRIVATE & CONFIDENTIAL".

4:05 ALARM SYSTEM (CONT'DT)

- d) The Co-op will not accept responsibility whatsoever should the alarm system be accidentally set off during the course of regular maintenance in adjacent units, exterior unit repairs etc.
- e) All damages incurred during installation must be repaired upon completion of installation by the resident-member.
- f) Upon vacating the unit/suite, the member shall remove the alarm system and restore the unit/suite to its original condition.

4:06 COMMUNICATIONS UPGRADING/ENHANCEMENT PRODUCTS

Any changes to existing or any additions must be applied for in writing and approved by the Co-op. At the time of approval, the member will be given the acceptable regulations.

- Additional Telephone Jacks;
- Additional Cable Outlets;
- Outside Antennas (CB, Amateur Radio & Shortwave);
- TV Satellite Dish

Installations will be subject to the following conditions:

TELEPHONE JACKS & TV CABLES

Installation must be done by a qualified & certified company or meet accepted industry standards for installation:

- Exterior walls CANNOT be punctured, drilled through or otherwise damaged;
- Exterior cable installation on buildings IS NOT ALLOWED;
- Installation costs or damages incurred will be at the member's cost.

TV SATELLITE DISHES

MAXIMUM SIZE:	Maximum size for a TV Dish shall not exceed 36 in. in diameter nor weigh more than 5 kg. (11 lbs.)
INSTALLER:	Must be installed by a qualified & certified installer.
INSTALLATION:	The TV dish may be installed in the member's private yard or secured on the building in such a way that the highest extremity of the dish shall not exceed 7 ft. ROOF INSTALLATION WILL NOT BE PERMITTED.
COAXIAL:	Coaxial cable shall be accessed ONLY by means of a 1 inch hole drilled
CABLE ACCESS:	BELOW the main floor between the floor joists.
REMOVAL & Restoration:	Removal of TV Satellite dishes and restoration shall be the member's responsibility and must be done to the Co-op's satisfaction. All screw holes on the building or Cable access drilled holes must be sealed with a caulking compound that is 20 year life span exterior grade and colour matched to the exterior of the building. All restoration costs shall be the member's responsibility.

OUTSIDE ANTENNAS (CB, AMATEUR RADIO AND/OR SHORTWAVE)

MAXIMUM HEIGHT:	25 Feet. Tower structures will not be permitted.
INSTALLATION:	The antenna must be located within the private yard or the balcony. ROOF INSTALLATION WILL NOT BE PERMITTED.

4:06 COMMUNICATIONS UPGRADING/ENHANCEMENT PRODUCTS Cont'd

- ANTENNA TYPE:** The antenna shall be a manufactured type, light and neat in appearance.
- CABLE ACCESS:** Cable shall be accessed **ONLY** by means of a 1 inch hole drilled **BELOW** the main floor between the floor joists.
- REMOVAL & RESTORATION:** Removal of the antenna and restoration shall be the member's responsibility and must be done to the co-op's satisfaction.
- All screw holes on the building or Cable access drilled holes must be sealed with a caulking compound that is 20 year life span exterior grade and colour matched to the exterior of the building.
- All restoration costs shall be the member's responsibility.

4:07 DISHWASHERS & GARBURATORS

The member shall first apply to the office with respect to the installation of a dishwasher or garburator. Installation costs shall be at the member's expense. Upon vacating the unit, the member shall remove same and install original cupboards if same were removed.

4:08 CENTRAL VACUUMS

Installation of "Central Vac Unit" will be allowed subject to the following terms and conditions:

- a) Resident-members must submit a formal application to the Co-op together with diagrams indicating location of outlets & tubing to the main power unit.
- b) All damages incurred during installation must be repaired upon completion of installation by the resident-member.
- c) Upon vacating the unit, the resident-member will be allowed to remove the power unit; however, all tubing and outlets shall remain in place and become the property of the Co-op.

4:09 WATER BEDS

Water beds may be allowed with the member assuming full responsibility for damages arising in case of leakage and provided the member carries water bed insurance or a water bed rider on his/her insurance. Member is required to supply the office with proof of insurance coverage annually. Proof of such coverage to be held in members file. Cost of damage will be at the members own expense.

4:10 FAMILY ROOMS

Carpathia Housing Co-op Ltd. will permit the erection of Family Rooms in the basement of units subject to the following terms and conditions:

- a) That resident members shall submit all requests for such family rooms to the office together with plans and specifications prior to commencement for work for approval.
- b) That these be erected at the resident member's expense.
- c) That any additional electrical outlets be inspected and approved by a qualified and licensed electrician at the member's cost, and that a copy of said plan be returned to the office duly signed by the said qualified electrician to ensure that all electrical codes are met.
- d) That no teleports be moved.
- f) Upon completion of the Family Room, the resident member shall inform the office which will, in turn, conduct an inspection. Any deficiencies must be corrected or alterations carried out immediately at the request of the Co-op.

4:11 ELECTRICAL CHANGES

If members desire to install, add to, or alter electric wiring or fixtures in the unit premises, they shall make arrangements with and obtain authorization in writing from the Co-op prior to any alterations. The member shall obtain all necessary permits and approval from the authority having jurisdiction before applying to the Co-op. Such alterations shall only be undertaken after having satisfied the above requirements and that a certified electrician must do all alterations.

4:12 AIR CONDITIONING/HEATING UNITS**1. Air Conditioner (Window Type)**

- a) After installation in a window area, all fillers are to be of plexi-glass or plywood painted white.
- b) All exterior brackets to secure the unit shall be painted white where stucco exists and stained where wood fascia exists.
- c) Installation should not in any way cause permanent holes in the structure of the building ie: no nails in the roof.
- d) All window units must be removed annually by October 31st.

As per by-law 4:14:1 Air Conditioning/Heating Units, failure to install correctly will result in immediate removal at the members' expense.

2. Central Air (NEW)

- a) Upon submitting plans and obtaining written approval from the office the member may have central air unit installed by a professional.
- b) The cooling unit must be installed in the private yard (living room exit).
- c) All electrical and water conducts must conform to building codes.
- d) Upon termination of membership and residency in Carpathia, the member will cause the unit to be removed if it is not sold or given to the incoming member.
- e) The outgoing member will cause all repairs to exterior walls and furnace ducting to conform to the co-op's standard. Failure to properly effect such repairs, the co-op will cause such repairs at the members' cost.
- f) The Co-op is not responsible for the unit if left behind.

SECTION 5
COOPERATIVE
RESPONSIBILITIES

SECTION 5

COOPERATIVE RESPONSIBILITIES

- 5:01 Painting Policy - General Unit Repainting
 - Painting Cycle
 - Quality of Paint
 - Inspections
 - Cleaning Requirements
 - Long term Resident Members
 - Cost Recoveries
 - Cost Recovery Formula
- 5:02 Flooring Replacement Policy
 - Types of Flooring
 - Replacement Cycles
 - Quality of Flooring Replacement
 - Inspections
 - Cost Recoveries
 - Cost Recovery Formula
- 5:03 Cost Recovery Formula
 - Cost Recoveries
 - Carpet Replacement
 - Flooring Replacement
 - Repainting
- 5:04 Doors and Windows
- 5:05 Maintenance and Storage Buildings
- 5:06 Flow Fences
- 5:07 Snow Removal
- 5:08 Live Christmas Trees - Swindon Way
- 5:09 Master Key Policy
 - Master Key - Staff
 - Master Key - Emergency On-Call
 - Directors/Committee Chairperson
 - Carpathia Road
 - Swindon Way
 - Officers

5:01 PAINTING POLICY - GENERAL UNIT REPAINTING**PAINTING CYCLE**

All units shall be re-painted as deemed necessary and subject to budgets by the maintenance department and Management.

Resident members may request to have their units repainted and subject to the following:

- Submit a formal written request to the Co-op office;
- Be aware that an inspection will be conducted as previously stated;
- Be subject to cost recovery for damages in excess of normal wear and tear.

PAINTING REQUIREMENTS

****Before a unit is painted, the member shall be required to leave the unit in a washed and ready to paint condition as outlined below.**

- Free of any wallpaper, mirror tile;
- Free from any glues, adhesives, nails, tape, crayon, marker, grease etc.
- All wall shall be washed and cleaned except the part that exceeds the 8 ft. level;
- Windows and door frames must also be washed.

COST RECOVERIES

Any costs assessed against the outgoing member for repainting shall be based on the undepreciated value in accordance with the "Cost Recovery Formula".

Any other related repair costs associated with the outgoing member shall be invoiced based on the actual repair costs.

COST RECOVERY FORMULA

See 5:03

5:02 FLOORING REPLACEMENT POLICY**-FLOORING CYCLE**

All units shall be re-floored as deemed necessary by the maintenance department and Management.

INSPECTIONS

Prior to the replacement of any flooring, an inspection shall be conducted by the Administration and Maintenance personnel to determine the following:

- The condition of the flooring relative to the life cycle;
- The need to shampoo and deodorize or to replace worn out flooring, if required;
- If pets were part of the household, a careful assessment shall be made regarding odours (faeces or urine smell), abuse of flooring by pets that would form part of the replacement needs.

COST RECOVERIES

Any flooring replacement costs assessed against the outgoing member shall be based on the undepreciated value in accordance with the "Cost Recovery Formula".

COST RECOVERY FORMULA

See 5:03

 5:03 **COST RECOVERY FORMULA****COST RECOVERIES**

CARPET REPLACEMENT	LIFE CYCLE = 10 YEARS OR 120 MONTHS
FLOORING REPLACEMENT	LIFE CYCLE = 15 YEARS OR 180 MONTHS
REPAINTING	LIFE CYCLE = 6 YEARS OR 72 MONTHS

STEP #1:

Replacement Cost) Life Cycle + Monthly Depreciation.

STEP # 2:

Monthly Depreciation X Number of months attributable to previous member(s) = Depreciation attributable to previous member(s).

STEP # 3:

Monthly Depreciation X Number of months remaining in Life Cycle = Undepreciated Value.

STEP # 4:

Undepreciated value - Depreciation attributable to previous member(s) = Chargeable amount.

5:04 **DOORS AND WINDOWS**

The exterior doors shall be painted by the Co-op on a prearranged colour scheme which is designated by the Co-op from time to time.

Exterior window sills and frames will be painted by the Co-op from time to time as required.

 5:05 **MAINTENANCE AND STORAGE BUILDINGS**

The Maintenance and Storage Buildings shall be strictly used for the Co-op's maintenance purposes.

These shall be kept clean and all material stored therein shall be kept in good and orderly state.

5:06 **FLOW FENCES**

All applications for the installation of flow fences shall be forwarded to Management. The final approval will be made by the Board. The maintenance and staining of the flow fences will be the responsibility of the Co-op. Group will make a recommendation to the Board of Directors within 30 days.

The final approval will be made by the Board.

The maintenance and staining of the flow fences will be the responsibility of the Co-op.

5:07 **SNOW REMOVAL**

The first priority for snow removal is to remove and clear snow from roadway allowances and visitors parking.

The second priority is to clear the internal sidewalks in the common area of the Co-op.

5:08 **LIVE CHRISTMAS TREES - SWINDON WAY**

Pursuant to the City of Winnipeg Fire Department, live Christmas trees are not allowed in the common areas of the apartment.

5.09 MASTER KEY POLICY

MASTER KEY - STAFF

Master keys shall only be issued to the personnel as deemed necessary by the General Manager.

MASTER KEY - EMERGENCY ON-CALL

The EMERGENCY ON-CALL person shall be issued a Master Key for the sole purpose of "EMERGENCIES ONLY"

"LOCKED OUT" MEMBERS WILL NOT BE GIVEN access after office hours due to security measures that exist in each members household.

DIRECTORS/COMMITTEE CHAIRPERSON

The Directors shall be issued the following keys:

CARPATHIA ROAD

- 1 Key to access - outer office (main) door;
 - Board/Committee Room;
 - Outer Office/Xerox Room.

SWINDON WAY

- 1 Key to access - Exterior doors (front-North),
 - South & West;
 - Board/Committee Room.

OFFICERS

In addition to the Director's Key, the officers shall be issued with an inner office key in order to execute the authority of their office as is required from time to time.

SECTION 6
PARKING &
TRAFFIC

SECTION 6 **PARKING & TRAFFIC**

- 6:01 Parking & Traffic
- 6:01:01 Stall Allocation & Registration
- 6:01:02 Rented Stalls
- 6:01:03 Repairs & Damages, Costs & Storage
- 6:01:04 Warning Notices
- 6:01:05 Roadway/Curb Parking
- 6:01:06 Visitor Parking
- 6:01:07 Recreation Vehicles

6:01 PARKING AND TRAFFIC

6:01:01 STALL ALLOCATION & REGISTRATION

- Each member is allocated one (1) parking stall per unit as follows:
 - Carpathia Rd - included in housing charges.
 - Swindon Way - extra.
- No more than one vehicle and/or motorcycle per parking stall is permitted.
- No truck larger than 3/4 ton shall be allowed in a member's stall.
- Vehicles must be parked in such a way as to not impede the movement of any other members' vehicle.
- Members are responsible for leaving their parking stalls clean. They should also be free of ice and snow as much as is reasonable possible.
- Any car without registration, after a thirty days grace period, will be towed away at the member's expense.

6:01:02 RENTED STALLS

- Additional parking spaces will be rented to members on a first come first serve bases if available.
- Thirty (30) days notice is required for termination of an additional paid parking stall.

6:01:03 REPAIRS & DAMAGES, COSTS & STORAGE

- Any careless damage to parking stalls will be charged to the member.
- No repairs allowed in members parking stalls.
- No unregistered & unlicensed vehicle shall be stored in parking stalls. If the vehicle is unregistered the member must provide proof of insurance to the office. The vehicle must be road worthy and drivable in case of an emergency where the vehicle may need to be moved.
- Member vehicles, moving trucks etc shall not be parked or driven over on any grass areas, sidewalks or curbs. Members reported will be charged for damages.

6:01:04 WARNING NOTICES

- 1) Warning Notices shall be monitored by the Parking & Traffic working group.
- 2) Warning Notices shall be posted to any vehicles in violation of the parking & traffic By-Laws.
- 3) Offenders shall be towed at owner's expense.
- 4) If any one household receives three violations within 90 days they will meet with Management to discuss the issue. Continued violations will result in the member meeting with the Board for membership review and possible termination of membership for By-law violations.

6:01:05 ROADWAY/CURB PARKING

Roadway parking shall not be allowed. Offenders will be towed at their expense

PARKING & TRAFFIC

6:01:06 VISITOR PARKING

- Visitor Parking areas are for the sole use of the visitors.
- Member's visiting between Swindon Way/Carpathia Road projects shall be classified as "Visitors".
- Members shall ensure that their visitors are parked in visitor parking only and that they follow all parking and traffic by-laws.
- Overnight Parking Passes shall be obtained for visitors staying past 3:00 a.m., in visitor parking areas.
- Vehicle may be towed if a parking pass is not displayed.

6:01 PARKING AND TRAFFIC Cont'd

- Overnight Parking Passes may be obtained from the office or the parking committee.
- Any visitors staying past 3 days will require a Special Pass. This Pass is obtainable from the Parking and Traffic Working Group and/or the office.

6:01:07 RECREATIONAL VEHICLES

- Snowmobiles, boats, trailers, camper trailers and mobile homes shall not be stored in parking stalls.
- The aforementioned vehicles may be parked in parking stalls for the purpose of loading and unloading for a period of not longer than 72 hours.
- For any period longer than 72 hours, special permission must be required from the Parking and Traffic Working Group.

SECTION 7

FINANCE

SECTION 7

FINANCE

7:01 Fiscal Year

7:02 Shares

Minimum Share/Membership Requirement

Share Capital Purchase

Refund of Shares

Carpet Cleaning

7:03 Housing Charge Life Insurance

7:04 Move-In Deposit

7:05 Fees, Penalties & Deposits

Housing Charge Late Payment Penalty

Returned Cheque Policy

Changes to Occupancy Documents

Members Handbook Penalty Charges

Key Charge

Internal Transfer Fee

Recovery of Maintenance Costs

Carpet Cleaning

7:06 Demand Notes

7:01 FISCAL YEAR

The fiscal year of Carpathia Housing Co-op Ltd. is December 31 of each year.

7:02 SHARES**MINIMUM SHARE/MEMBERSHIP REQUIREMENT**

The share requirement for membership in Carpathia Housing Co-op shall be determined by the Board from time to time.

All residents of the age of majority are encouraged to become members of Carpathia Housing Co-op Ltd.

SHARE CAPITAL PURCHASE

The share capital required for "Membership & Residency" in Carpathia Housing Co-op will be determined by the Board from time to time.

REFUND OF SHARES

Notwithstanding the section 8.17 of the Charter By-laws, share refunds shall be held until a minimum of forty-five (45) days of official move-out date by the member.

(See Charter By-laws, Section Eight (8).)

7:03 HOUSING CHARGE LIFE INSURANCE

Carpathia Housing Co-op Ltd., will absorb any shortfall between old and new housing charges where a claim is received for Housing Charge Life Insurance.

7:04 MOVE-IN DEPOSIT

The move in deposit required for a unit specific shall equal to one month=s housing charge.

7:05 FEES, PENALTIES & DEPOSITS**ARREARS POLICY****RETURNED CHEQUE POLICY**

NSF fees are to be set up by the Board from time to time.

CHANGES TO OCCUPANCY DOCUMENTS

That a fee to be determined by the Board from time to time be assessed for the changing of Occupancy Documents except for a natural increase in family size (new born or adopted).

MEMBERS HANDBOOK PENALTY CHARGES

Members will be charged a penalty if the members handbook is not returned at the time of the move out. The charge will be set by the Board from time to time.

LOST KEYS – LOCK OUTS

If a member locks themselves out of their unit and the office is closed, the member, at their own expense, must call Noble Locksmith to gain entry.

7:05 FEES, PENALTIES & DEPOSITS Cont' d**INTERNAL TRANSFER FEE**

All Internal Transfer shall be subject to a transfer fee which shall be determined by the Board of Directors from time to time.

RECOVERY OF MAINTENANCE COSTS

Where replacement of equipment, materials, etc., can be determined that member=s abuse or neglect is the cause of the breakdown, the member will be invoiced for the said materials at cost plus labour at one and a half times the Maintenance persons salary cost or as invoiced by an independent contractor.

CARPET CLEANING

Upon move out, the member shall be required to professionally clean the carpets either hiring the professional cleaning person and/or company and providing copy of the invoice at the time of move-out or by having the cooperatives use its own professional cleaner and invoice the outgoing member accordingly at the time of the share capital@ pay out.

7:06 DEMAND NOTES

That the General Manager be authorized to execute Demand Notes with members where such a need is required from time to time to protect the interest of the cooperative.

SECTION 8
ANIMAL CONTROL

SECTION 8**ANIMAL CONTROL**

- 8:01 Animal Control By-Law
 Swindon Way
 Carpathia Road
 Categories
 Restrictions
 Wild Animals
 Vicious Animals
 Limitations
 Registrations
 Licensing
 Inoculations
 Spay/Neutering
 Leashing
 Animal Waste
 Playground & Private Yards
 Damages & Cost Recoveries
 Noise
 Complaints
 Penalties
 Fines
 Appeals
- 8:02 Information
- 8:03 Use Of Live Animal Trap

8:01 ANIMAL CONTROL BY-LAW

Swindon Way:	No pets allowed <u>except</u> "contained" pets.
Carpathia Road:	As per Animal Control By-Law:
Categories:	Cats (Domesticated) Dogs (Except Pit Bulls) (All Cats & Dogs must be spayed or neutered.) Contained Pets - MAXIMUM 2
Restrictions:	Pets contained in a cage, tank or other restricting containers as a living space and which have normal physical characteristics or habits that might pose a danger to the health or safety of Co-op members if accidentally released (eg: venomous snakes, insects or constrictors) <u>are not allowed.</u>
Wild Animals:	The keeping of or harbouring of any animal, wild by nature, is prohibited.
Vicious Animals:	Any animal proven to be vicious shall be removed from the co-op upon receipt of notice by the co-op.
Limitations:	The number of non contained pets be limited to two (2). This is grandfathered to the date of the By-Law acceptance. For greater clarity, this will mean that a reduction in the number of pets for whatever reason(s), <u>cannot be replaced by another pet until the household conforms to the amended Occupancy By-Law.</u>
Registration:	The pet owner shall register each pet with the office and provide a photograph within 30 days or the member will be required to remove the animal.
Licensing:	Proof of license is required annually to be given to the office.
Inoculations:	RABIES SHOTS ARE MANDATORY unless recommended otherwise by a veterinarian and by providing proof of such advise. Feline Leukaemia protection is highly recommended for all cats.
Spay/Neutering:	Spaying & Neutering is mandatory for the • health of the animal • control of the animal population • reduce excess wear and tear of co-op property.
Leashing:	Dogs and cats must be leashed in the common area. The leash shall be no longer than 6 ft. in the common areas

8.01 ANIMAL CONTROL BY-LAW Cont:d

Animal Waste:	Pet owners or guardians are required to immediately remove and properly dispose of any excrement the animal may have deposited on co-op property. This rule is to reduce the risk or spread of disease to children and in the interest of a clean environment.	
Playground & Private Yards:	No pets are allowed in the playground area or in another member's private yard	
Damages & Cost Recoveries:	Pet owners shall be responsible for the repairs and/or replacement of any property damage as a result of keeping a pet.	
Noise:	Pet owners are required to comply with the City's Anti-Noise By-law which applies to any animal or bird 24 hours a day. Noise is defined as "sounds or cries which disturb or are likely to disturb the inhabitants of a neighbourhood".	
Complaints:	The manner in which the complaint will be handled is as follows: • In the interest of tolerance and cooperation the offended person must first contact the owner to amicably resolve the problem • If such contact is not successful, the offended party should provide details of the offence and forward same to the Pet Committee for action.	
Penalties:	1st Complaint	Letter of Warning
	2nd Complaint	Fine to be determined by the Board from time to time.
	3rd Complaint	Removal of pet from the co-op and no pet replacement allowed.
Fines:	Must be paid <u>IN FULL WITHIN 30 DAYS</u> . If the penalty is not appealed within the time period under "Appeals" and the fine is not paid within 3 days, THE PENALTY WILL DOUBLE.	
Appeals:	Upon receipt of Notice of Complaint for infraction of the policy the member shall: • If the infraction is NOT disputed, pay the penalty within 15 days of the Notice; • Where the member disputes the allegation, the member shall notify the • Pet Committee in writing within 15 days of the Notice. • If after a hearing, the Pet Committee finds the complaint to be valid, the • member shall pay the fine within 15 days following the Notice of decision of the appeal.	

8.01 ANIMAL CONTROL BY-LAW Cont'd**Appeals Cont'd:**

- The member may appeal the decision of the Pet Committee to the Board of Directors. The Board of Directors will not proceed to hearing until the fine is paid.
- Where a decision of the Pet Committee is reversed by the Board of Directors, any penalty paid will be refunded within 15 days of the decision and the complaint removed from the Members file.

8.02 INFORMATION

All members (pet owners & non-owners) shall receive a copy of the pet regulations upon moving into Carpathia Housing Co-op. All members are to complete and fill out Pet registration forms. (Even non pet owners mark nil or no pet.) Purpose for keeping accurate pet records and accounting for all members. Registration of a pet will include the signing of an agreement by the pet owner to abide by regulations. It is the member's responsibility to read and be familiar with the rules pertaining to the type of pet he/she wishes to keep.

8.03 USE OF LIVE ANIMAL TRAP

Carpathia Housing Co-op does not support the use of live animal traps.



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**Co-operative & Occupancy
By-laws Revised 2011**