



CLARION
CO-OPERATIVE HOMES INC



CO-OP BY-LAWS

Membership in the Co-operative require ALL Members to know and understand what their rights, obligations and/or responsibilities are to live in our community.

IF YOU NEED HELP TO UNDERSTAND THE BYLAWS, PLEASE CONTACT THE CO-OP OFFICE.

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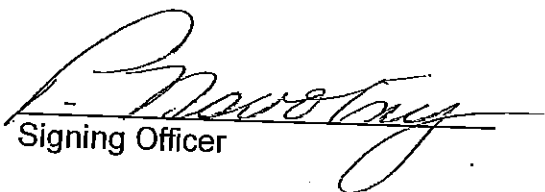
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I hereby certify that the attached is a true copy of the Occupancy By-law # 1 duly amended at a meeting of the Board of Directors of Clarion Co-operative Homes Inc. on the 22nd day of October, 2001 and confirmed by the members of Clarion Co-operative Homes at a meeting called for that purpose on the 2nd day of November 2001, and said By-law is now in full force and effect.

Dated at Cambridge, this 22 day of November, 2001



Signing Officer



Signing Officer

BY-LAW NUMBER 1

Of

CLARION CO-OPERATIVE HOMES INC.

*General By-laws of
Clarion Co-Operative Homes Inc.
(the "Co-Operative")*

BE IT ENACTED as a By-law of CLARION CO-OPERATIVE HOMES INC. as follows:

ARTICLE I – INTERPRETATION

1. In these By-laws and elsewhere, Clarion Co-operative Homes Inc. may be referred to as "The Co-operative" or "the Co-op".
2. In all By-laws of the Co-operative, the singular shall include the plural and the plural the singular; the masculine shall include the feminine and the feminine the masculine; the word "person" shall include firms and corporations; and the word "Act" shall mean The Co-operative Corporations Act, R.S.O. 1980, c.91 and Regulations thereto and any Act that may be substituted therefor, or as from time to time amended. Wherever reference is made in this By-law to any statute or section thereof, such reference shall be deemed to extend and apply to any amendment to said statute or section, as the case may be.

ARTICLE II – GENERAL

1. The head office of the Co-operative shall be located at the City of Cambridge, in the Regional Municipality of Waterloo, in the Province of Ontario and at such place therein as the Directors may from time to time determine.
2. The Corporate seal of the Co-operative shall have inscribed thereon the words Clarion Co-operative Homes Inc., and the seal impressed in the

margin of By-laws is hereby adopted as the corporate seal of the Co-operative.

ARTICLE III -- MEMBERSHIP AND MEMBERSHIP LOANS

1. Membership in the Co-operative shall consist of those persons whose written applications for membership, accompanied by such non-returnable membership fee as is prescribed in the Articles, have been approved by the Creditors.
2. Membership in the Co-operative is limited to residents of the Co-operative excepting those members of the Board of Directors elected or appointed prior to the first residents moving into the Co-operative may remain as members until the expiration of their terms as directors.
3. All residents of the Co-op who are eighteen (18) years of age must be members of the Co-op. Residents who are sixteen (16) or seventeen (17) years old may apply for membership subject to Clause 1.
4. The Directors may refuse to accept any application for membership without giving reasons, and if application is not accepted, any payment forwarded with it shall be refunded without interest.
5. The Co-operative may from time to time provide that each applicant for membership in the Co-operative at the time of his application shall make a loan to the Co-op in such an amount and upon such terms and conditions of such loans will be made subject to the following:
 - (a) Any membership fee or loan required of rent-geared-to-income (RGI) occupants, whether or not such occupants are members, shall be a maximum of one (1) full month's housing charge.
 - (b) Any occupants will be permitted to pay any loan or deposit over a reasonable period of time if paying it in one (1) lump sum would cause financial hardship for the occupant.
6. Membership in the Co-op shall not be transferable unless authorized by the Directors and shall terminate with death.
7. If a member does not transact any business with the Co-op for a period of sixty (60) days, subject to Clause 7, the Directors may terminate his/her membership.

8. A member of the Co-operative may be expelled from membership by the Directors for cause, providing the procedure for expulsion is in accordance with the Act.
9. If a member fails to pay his/her housing charge or other charges owing to the Co-operative as required, and if that member has a "member loan" on deposit with the Co-operative, the Directors may at any such time order that the amount of the member loan up to the amount of indebtedness be applied to the overdue account of the member. Any monies so applied shall be deemed to be payment to the member on account of the loan.

ARTICLE IV – MEETINGS OF MEMBERS

1. The Annual Meeting of the members for the election of the Directors of the transaction of such other business as may properly be brought before an Annual Meeting of the members shall be held at the head office of the Co-op or at such other place in the City of Cambridge, in the Regional Municipality of Waterloo, in the Province of Ontario, as the Directors may determine, but not later than six (6) months after the end of the fiscal year.
2. Other meetings of the members may be called by the order of the President, Vice-President or the Directors at any time and at any place within the City of Cambridge, in the Regional Municipality of Waterloo, in the Province of Ontario.
3. (a) Five percent (5%) of the members of the Co-operative may requisition the Directors to call a General Meeting of the members for any purpose connected with the affairs of the Co-op that is not inconsistent with the Act.

(b) The requisition shall state the general nature of the business to be presented at the meeting and shall be signed by the requisitionists and deposited at the head office of the Co-operative and may consist of several documents in like form, each signed by one or more requisitionists.

(c) Upon the deposit of the requisition the Directors shall call forthwith the meeting of the members for the transaction of the business stated in the requisition.

- (d) If within thirty (30) days from the date of the deposit of the requisition the Directors do not call and hold the meeting, any of the requisitionists may call such meeting, which shall be held within sixty (60) days from the date of deposit of the requisition.
 - (e) A meeting called under this section shall be called as early as possible in the same manner as meetings of members are called under Sections 1 and 2 of this Article.
 - (f) Any reasonable expenses incurred by the requisitionists by reason of the failure of the Directors to call such meeting shall be repaid to the requisitionists by the Co-operative unless, at the meeting, the members by a majority of the votes cast reject the reimbursement of the requisitionists.
4. At a meeting of the members called under Section 2 or 3 of this Article, only the business stated in the notice calling such meeting may be transacted.
 5. Notice of any annual or other meeting of the members shall be deemed to be well and sufficiently given if such notice is hand delivered or sent by prepaid post letter addressed to each member at his/her residence, or at his/her address as entered in the books of the Co-operative and mailed or delivered at least ten (10) days but not more than fifty (50) days prior to the date fixed for the holding of such meeting.
 6. When notice is received generally by the members, the accidental omission to give notice to any member thereof or the non-receipt of any notice by any member thereof shall not invalidate any resolution passed or any proceedings taken at such meeting.
 7. Voting by proxy shall not be permitted.
 8. Two (2) members present in person shall be a quorum for any meeting of members for the choice of a chairman and the adjournment of the meeting; for all other purposes a quorum for any meeting shall be twenty (20) members or twenty-five percent (25%) of the members, whichever is the lesser, present in person. No business shall be transacted at any meeting unless the quorum requisite be present at the commencement of the business.
 9. If at any annual or other meeting of the members a quorum is not present within thirty (30) minutes of the time for which the meeting is called, the meeting, if convened upon requisition of the members, shall

By-Law 1: ARTICLE V - BOARD OF DIRECTORS

1. The business of the Co-operative shall be under the direction and control of the Board of eight (8) Directors who may exercise all such powers and do all such acts and things as may be exercised or done by the Co-operative and are not by the By-laws of the Co-operative or by statute expressly directed or required to be done by the Co-operative at meetings of the members.
2. At each Annual Meeting four (4) Directors shall be elected to serve for a term of two (2) years. If there are more than four (4) positions available on the Board at the Annual Meeting, the four (4) candidates receiving the most votes shall serve for a two (2) year term, and the remaining positions will be filled by candidates receiving the next highest number of votes, and the term shall be for one (1) year.
3. Directors may stand for re-election any number of times.
4. Each Director so elected shall be at least eighteen (18) years of age and a member of the Co-operative.
5. No undischarged bankrupt or mentally incompetent person shall be a Director, and if a Director becomes bankrupt or a mentally incompetent person, he/she thereupon ceases to be a Director.
6. At a meeting where Directors are to be elected, the meeting, before nominations are called for shall choose its chairman for the purpose of conducting the elections. Election of Directors shall be by ballot.
7. A member who is elected or appointed a Director is not a Director unless the member was present at the meeting at which he/she was elected or appointed, or unless he/she consented to act as Director in writing before such election or appointment or within ten (10) days thereafter.
8. Every member entitled to vote at an election of Directors, if he/she votes, shall cast a number of votes equal to the number of Directors to be elected, and the member shall distribute the votes among the candidates in such manner as he/she sees fit, but no candidate shall receive more than one (1) vote from each member.
9. The office of a Director shall be vacated:
 - (a) if the Director becomes bankrupt;

8. Every member entitled to vote at an election of Directors, if he/she votes, shall cast a number of votes equal to the number of Directors to be elected, and the member shall distribute the votes among the candidates in such manner as he/she sees fit, but no candidate shall receive more than one (1) vote from each member.
9. The office of a Director shall be vacated:
- ~~(a) if the Director becomes bankrupt;~~
 - (b) if the Director becomes mentally incompetent;
 - (c) if the Director ceases to have the necessary qualifications for office;
 - (d) if the Director is absent without leave of the Directors from three (3) consecutive regular meetings of the Directors; or
 - (e) if by resolution, passed by a majority of the votes cast at a meeting of members called for that purpose, a Director is removed from office.
10. Whenever any vacancy occurs on the Board of Directors, the remaining members thereof, so long as there is a quorum in office, may fill a vacancy from among the persons having the necessary qualifications, and the person so appointed shall hold office until the next Annual Meeting.
11. Regular meetings of the Board of Directors shall be held at least ten (10) times each fiscal year at such time as the Directors by resolution may determine.
12. Meetings of the Directors will be held at the head office of the Co-operative. A meeting of the Directors may be convened by the President or any three (3) Directors at any time, and the Secretary by direction of the President or any three (3) Directors shall convene a meeting of the said Directors. Notice of such meeting shall be delivered, mailed or telephoned to each Director not less than ten (10) days (exclusive of the day on which notice is delivered, mailed or telephoned, but inclusive of the day for which notice is given) before the meeting is to take place; provided always that a meeting of the said Directors may be held at any time without formal notice if all the Directors are present or those absent have waived notice or have

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signified their consent in writing to the meeting being held in their absence. Notice of any meeting or any irregularity in any meeting or notice thereof may be waived by a Director.

13. One-half (1/2) of the Directors shall constitute a quorum at any meeting of the Directors.
14. Questions arising at any meeting of the Directors shall be decided by consensus agreement if possible. If after a reasonable discussion no consensus can be reached, the decision shall be made on the basis of a majority vote of the Directors present and voting.
15. The Directors and those Directors who also serve as Officers shall serve as Directors and Officers without remuneration and no Director shall directly or indirectly receive any profit from his/her position as such; provided that a Director or Officer may be paid reasonable expenses incurred by him/her in the performance of his/her duties.
16. Except as otherwise provided in the Act, no Director or Officer for the time being of the Co-operative shall be liable for the acts, receipts, neglects, or defaults of any other Director or Officer or Employee, or:
 - (a) for joining in any receipt or act for conformity; or
 - (b) for any loss, damage or expense happening to the Co-operative due to the insufficiency or deficiency of title to any property acquired by the Co-operative or for or on behalf of the Co-operative; or
 - (c) for the insufficiency or deficiency of any security in or upon which any of the monies of or belonging to the Co-operative shall be placed out or invested; or
 - (d) for any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, firm or corporation; or
 - (e) for any loss, conversion, misapplication or misappropriation of or damage resulting from any dealings with any monies, securities or other assets belonging to the Co-operative; or
 - (f) if for any loss, damage or misfortune whatever which may happen in the execution of the duties of his/her respective office or trust or in relation thereof,

Unless the same shall happen by or through his/her failure to exercise the powers and to discharge the duties of his/her office honestly, in good faith and in the best interest of the Co-operative, and in connection therewith to exercise the degree of care, diligence and skill that a reasonable, prudent person would exercise in comparable circumstances.

17. Every Director and Officer of the Co-operative and his/her heirs, executors, administrators and other legal personal representatives, shall from time to time be indemnified and saved harmless by the Co-operative from and against:

- (a) All costs, charges and expenses, whatsoever such Director or Officer sustains or incurs or about any actions, suit or proceedings that is brought, commenced or prosecuted against him/her for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him/her in or about the execution of the duties of his/her office; and
- (b) All other costs, charges and expenses that he/she sustains or incurs or about or in relation to the affairs of the Co-operative,

Excepting such costs, charges or expenses which are occasioned by his/her own negligence or default or failure to act honestly and in good faith with a view to the best interest in the Co-operative.

18. Except as otherwise required by Paragraph 19 and subject to the exemptions in Paragraph 17, the Co-operative may from time to time indemnify and save harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed actions, suits or proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Co-operative) by reason of the fact that he/she is or was an Employee or Agent of the Co-operative or is or are serving at the request of the Co-operative as a Director, Office, Employee, Agent of or participant in another corporation, partnership, joint venture, trust or other enterprises, against expenses (including legal fees) judgments, fines and amounts actually and reasonably incurred by him/her in connection with such action, suit or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in or not opposed to the best interest of the Co-operative and with respect to any criminal action or proceedings, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceedings by judgment, order, settlement or

conviction shall not, of itself, create a resumption that the person acting or proceeding had reasonable cause to believe that his/her conduct was unlawful.

19. To the extent that a person who is or was an Employee or Agent of the Co-operative has achieved complete or substantial success as a Defendant in any action, suit or proceeding referred to in Paragraph 17, he/she shall be indemnified against all costs, charges and expenses actually and reasonably incurred by him/her in connection therewith.
20. The provisions for indemnification contained in the By-laws of the Co-operative shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-law, agreement, vote of members or disinterested Directors or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, Officer, Employee or Agent and shall ensure to the benefit of the heirs, executors and administrators of such a person.
21. The Directors shall not be reimbursed for their expenses in the attendance of a meeting of directors or committee of the Co-operative where such meetings are not held within one hundred (100) kilometers of the Co-operative's head office as described in Article II.

ARTICLE VI – OFFICERS

1. The Directors shall annually or as often as may be required, elect a President and elect or appoint a Vice-President, a Secretary, a Treasurer and a General Manager. None of the said Officers, except the President, need be a member of the Board of Directors. Any two (2) of the aforesaid offices may be held by the same person, except that of President and Vice-President. A vote of the majority of the Directors shall be necessary for the election of the said Officers. The Directors may from time to time elect or appoint such other Officers and Agents as they shall deem necessary who shall have such authority and shall perform such duties as the Directors from time to time shall prescribe. All Officers, in the absence of agreement to the contrary, shall be subject to removal by resolution of the Directors at any time with or without cause provided that a majority of the Directors shall vote in favour thereof.

2. The Officers shall serve as such without remuneration and no Officer shall directly or indirectly receive any profit from the position as such; provided that an Officer may be paid reasonable expenses incurred in the performance of duties.
3. In the case of the absence or inability to act of the Chairman, President, Vice-President or any other Officer of the Co-operative or for any other reason that the Directors may deem sufficient, the Directors may delegate all or any of the powers of such Officer to any other Officer or to any Directors for the time being, provided that a majority of the Directors concurs therein.
4. Meetings of the Board of Directors and the members shall be conducted in a fair and democratic manner and by such procedures as may be determined by the Board of Directors from time to time.
5. The President shall sign all instruments which require his/her signature and shall perform all duties incident to the office and shall have other such powers and duties as may from time to time be assigned to the position by the Directors.
6. If the Vice-President is a Director, the Vice-President shall be vested with all the powers and shall perform all the duties of the President in the absence or disability or refusal to act of the President. The Vice-President shall also have such other powers and duties, if any, as may from time to time be assigned to the position by the Directors.
7. The Secretary shall issue or cause to be issued notices for all meetings of the members and the Directors when directed to do so. The Secretary shall sign with the President or other signing Officer or Officers of the Co-operative such instruments as require the signature and shall perform such other duties as the terms of the engagement call for or the Directors may from time to time properly require of the position.

The Secretary or some other Officer specially charged with the duty shall keep or cause to be kept suitable records wherein shall be kept recorded:

- (a) A copy of the Certificate of Incorporation with the Articles of Incorporation.
- (b) All By-laws and Resolutions of the Co-operative;

- (c) A register of members in which is set out the information required by the Act;
 - (d) A register of Directors in which is set out the names and residence addresses of Directors, including the street and number, if any, of all persons who are or have been Directors of the Co-operative with the several dates on which they have become or ceased to be Directors;
 - (e) Minutes of all proceedings at meetings of members, Directors and any executive committee.
8. The Treasurer or some other Officer specifically charged with the duty shall have the care and custody of all the funds and securities of the Co-operative and shall deposit the same in the name of the Co-operative in such bank or banks or with such depository or depositories as the Directors may direct. The Treasurer shall keep or cause to be kept proper accounting records in accordance with the Act. The Treasurer shall at all reasonable times exhibit the books and accounts to any Director upon application at the office of the Co-operative during business hours. The Treasurer shall sign or countersign such instruments as require the signature and shall perform all duties incident to the office or that are properly required by the Directors. The Treasurer shall be required to give such bond as the Directors in their uncontrolled discretion may require and no Director shall be liable for failure to require any bond or for the insufficiency of any bond or for any loss by reason of the failure of the Co-operative to receive any indemnity thereby provided.
9. The Directors may from time to time employ a General Manager or Co-ordinator, who shall not be one of the members of the Co-operative, and may delegate to the position full authority to manage and direct the affairs of the Co-operative (except such matters and duties as by By-law must be transacted or performed by the Directors or by the members in general meeting), and to employ, discharge, and fix the wages or salaries of other Employees and Agents of the Co-operative, or may delegate to the General Manager or Co-ordinator any lesser power. The General Manager or Co-ordinator shall conform to all lawful orders given by the Directors. The General Manager or Co-ordinator shall at all reasonable times give to the Directors or any of them all information they may require to manage the affairs of the Co-operative.

10. If the office of the President, Vice-President, Secretary, Treasurer, one or more of them, shall be or become vacant by reason of death, resignation, disqualification or otherwise, the Directors by resolution may elect or appoint an Officer to fill such vacancy.

ARTICLE VII – DISTRIBUTION OF SURPLUS

1. A surplus arising from the business of the Co-operative in each fiscal year shall be set aside in retained earnings, which is not to be paid or in any way distributed to the members, and shall be applied for such purpose or purposes as are not inconsistent with the objects for which the Co-operative is incorporated, and is conducive to the interests of the Co-operative. The Board of Directors may invest such retained earnings in whole or in part in such investments as it sees fit, and from time to time deal with and vary such investments, and dispose of all or any part thereof for the benefit of the Co-operative.

ARTICLE VIII – BORROWING POWERS

1. The Directors may from time to time:
 - (a) borrow money on the credit of the Co-operative;
 - (b) issue, sell or pledge debt obligations of the Co-operative;
 - (c) charge, mortgage, hypothecate or pledge all or any currently owned or subsequently acquired real or personal, movable or immovable property of the Co-operative, including book debts, rights, powers, franchises and undertakings, to secure any debt obligations or any money borrowed or other debt or liability of the Co-operative.
2. The powers hereby conferred shall be deemed to be in supplement of and not in substitution for any powers to borrow money for the purposes of the Co-operative possessed by its Directors or Officers independently of a borrowing By-law.

ARTICLE IX – NATIONAL HOUSING ACT

1. The Directors of the Co-operative may, for the purpose of fulfilling its objects, cause the Co-operative to enter into agreements with her Majesty the Queen in Right of Ontario as represented by the Ministry of Housing and to obtain loans under the National Housing Act of Canada or with Ontario Housing Corporation. While any such agreement is in force, or loan is outstanding, all applicable requirements under the Act and all obligations under the agreement and all conditions of the loan shall be and remain binding on the Co-operative.

ARTICLE X – AUDITORS

1. The members at each Annual Meeting shall appoint an auditor who is familiar with accounting and practice. The auditor when appointed shall hold office until the next Annual Meeting, and, if an appointment is not so made, the auditor in office shall continue until a successor is appointed. The remuneration of the auditor shall be fixed by the Directors.
2. The auditor shall at all reasonable times have access to the books, accounts and vouchers of the Co-operative and may require from the Directors and Officers such information and explanations as may be necessary for the performance of his/her duties.
3. The auditor shall make a report to the members on the financial statement to be laid before the Co-operative at each Annual Meeting during his/her term of office and shall state in his/her report whether in his/her opinion the financial statement referred to therein presents fairly the financial position of the Co-operative and the results of its operations for the period under review.

ARTICLE XI – CHEQUES, DRAFTS AND NOTES

1. All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by such Officer or Officers or person or persons whether or not Officers of the Co-operative and in such manner as the Directors may from time to time designate.

ARTICLE XII—BONDING EMPLOYEES

1. Every Officer or Employee of the Co-operative who has charge of or handles money or securities belonging to the Co-operative shall be bonded with a surety company selected by the Directors for such an amount as may from time to time be prescribed by the Directors, but in no case for an amount less than Ten Thousand Dollars (\$10,000.00). The Directors may prescribe that any other Employee or Employees of the Co-operative (whether handling money or securities of the Co-operative or not) shall be bonded in such an amount as the Directors determine.

ARTICLE XIII – EXECUTION OF INSTRUMENTS

1. Contracts, documents or any instruments in writing requiring the signature of the Co-operative may be signed by the President, or Vice-President and/or the Secretary or the Treasurer, and all contracts, documents and instruments in writing so signed shall be binding upon the Co-operative without any further authorization or formality. The Directors shall have power from time to time by resolution to appoint any Officer or Officers, person or persons to sign contracts, documents and instruments in writing generally or to sign specific contracts, documents or instruments in writing on behalf of the Co-operative.
2. The seal of the Co-operative shall be in the custody of the Secretary and may, when required, be affixed by any Officer or Officers, person or persons appointed by resolution of the Board of Directors, to contracts, documents and instruments in writing signed as aforesaid.

ARTICLE XIV – FISCAL YEAR

1. The financial or fiscal year of the Co-operative shall terminate on the last day of July in each year.

ARTICLE XV – DISSOLUTION

1. In the event of the dissolution of the Co-operative and after the payment of all debts and liabilities, the remaining property of the Co-operative shall be distributed or disposed of to charitable organizations carrying on their activities solely within Canada.

ARTICLE XVI – NOTICES

1. The signatures to any notice to be given by the Co-operative may be written, stamped, typewritten or printed.
2. Any notice may be given by the Co-operative to any member or Director either personally or by telephone or by delivery to their door or by sending it through the post by prepaid envelope or wrapper addressed to such member or Director at his/her address as same appears in the books of the Co-operative, or if no address be given therein then to the last address of such member or Director known to the Secretary.

ARTICLE XVII – AMENDMENTS

1. Neither these By-laws nor any By-law to amend these By-laws are effective until they are passed by the Directors and confirmed, with or without variation, by at least two-thirds (2/3) of the votes cast at a General Meeting of the members of the Co-operative duly called for that purpose.

ARTICLE XVIII – BY-LAW NUMBER 1 (GENERAL BY-LAWS) SHALL PREVAIL

1. Where the terms of any future By-law of the Co-operative contradict or are inconsistent with this By-law Number 1, this By-law Number 1 shall always prevail, and the other terms shall be inoperative to the extent of such contradiction or inconsistency whether the contradiction or inconsistency arises on or after the enacting of the other by-law.

These By-laws were passed by the Board of Directors of Clarion Co-operative Homes Inc. on the 7th day of November, 1990.

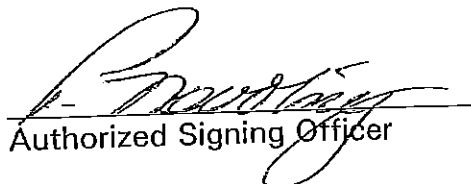
These By-laws were confirmed by at least two-thirds (2/3) of the votes cast by the General Membership of Clarion Co-operative Homes Inc. at a meeting called for the purpose on the 7th day of November, 1990.

These By-laws were amended and passed by the Board of Directors of Clarion Co-operative Homes Inc. on the 22nd day of October, 2001.


Director

Director

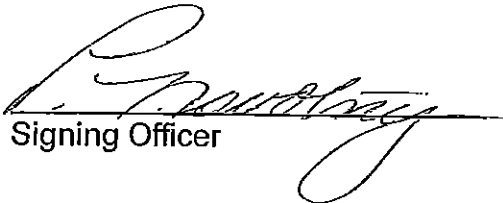
These amended By-laws were confirmed by at least two thirds (2/3) of the votes cast by the General Membership of Clarion Co-operative Homes Inc. at a meeting called for that purpose on the 2nd day of November, 2001.


Authorized Signing Officer

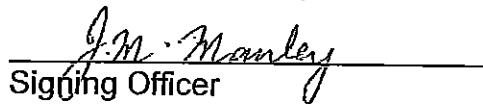

Authorized Signing Officer

I hereby certify that the attached is a true copy of the Occupancy By-law # 2 duly amended at a meeting of the Board of Directors of Clarion Co-operative Homes Inc. on the 22nd day of October, 2001 and confirmed by the members of Clarion Co-operative Homes at a meeting called for that purpose on the 2nd day of November 2001, and said By-law is now in full force and effect.

Dated at Cambridge, this 22 day of November, 2001



Signing Officer



Signing Officer

BY-LAW NUMBER 2
Of
CLARION CO-OPERATIVE HOMES INC.

*By-law Respecting the Borrowing of Money
The Issue of Securities, and
The Securing of Liabilities of the Co-Operative*

BE IT ENACTED as a By-law of CLARION CO-OPERATIVE HOMES INC.
(hereinafter referred to as "The Co-operative") as follows:

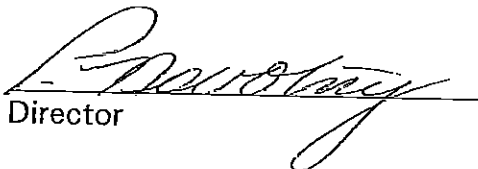
The Directors of the Co-operative may from time to time:

1. Borrow money on the credit of the Co-operative.
2. Charge, mortgage, hypothecate or pledge all or any of the real or personal property of the Co-operative, including book debts and unpaid calls, rights, powers, franchises and undertakings to secure any such securities or other money borrowed, or other debts or any other obligation or liability of the Co-operative.
3. Delegate to such one or more of the Officers or Directors of the Co-operative as may be designated by the Directors all or any of the powers conferred by the foregoing clauses of this By-law to such extent and in such manner as the Directors shall determine at the time of such delegation; and
4. Give indemnities to any Director or other person who has undertaken or is about to undertake any liabilities on behalf of the Co-operative, and secure any such Director or other person against loss.

This By-law was passed by the Board of Directors of Clarion Co-operative Homes Inc. on the 7th day of November, 1990.

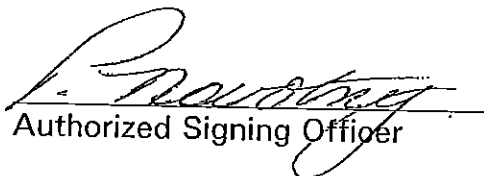
This By-law was confirmed by at least two-thirds (2/3) of the votes cast by the General Membership of Clarion Co-operative Homes Inc. at a meeting called for the purpose on the 7th day of November, 1990.

This By-law was amended and passed by the Board of Directors of Clarion Co-operative Homes Inc. on the 22nd day of October, 2001.


Director

Director

This amended By-law was confirmed by at least two thirds (2/3) of the votes cast by the General Membership of Clarion Co-operative Homes Inc. at a meeting called for that purpose on the 2nd day of November, 2001.


Authorized Signing Officer


Authorized Signing Officer

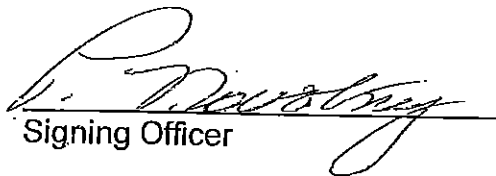
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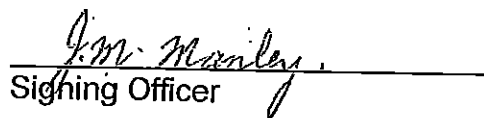
(1)

I hereby certify that the attached is a true copy of the Occupancy By-law # 3 duly amended at a meeting of the Board of Directors of Clarion Co-operative Homes Inc. on the 22nd day of October, 2001 and confirmed by the members of Clarion Co-operative Homes at a meeting called for that purpose on the 2nd day of November 2001, and said By-law is now in full force and effect.

Dated at Cambridge, this ²² day of ~~November~~ 2001



Signing Officer



Signing Officer

BY-LAW NUMBER 3

Of

CLARION CO-OPERATIVE HOMES INC.

A Special Irrevocable By-law

BE IT ENACTED as a By-law of CLARION CO-OPERATIVE HOMES INC. (hereinafter referred to as "The Co-operative") as follows:

Directors who are Officers shall serve as Officers without remuneration and shall not receive, directly or indirectly, any profit from their positions as Officers, but may be paid reasonable expenses incurred by them in the performance of their duties as Officers.

The Directors of the Co-operative may for the purpose of fulfilling its objects cause the Co-operative to enter into agreements with Canada Mortgage and Housing Corporation and to obtain loans under the National Housing Act of Canada. While any such agreement is in force or loan is outstanding, all applicable requirements under that Act and all obligations under the agreement, and all conditions of the loan, shall be and remain binding on the Co-operative.

Where the terms of any present or future By-law of the Co-operative contradict or are inconsistent with this By-law, this By-law shall always prevail and the other terms shall be inoperative to the extent of such contradiction or inconsistency, whether the contradiction or inconsistency arises on or after the enacting of the By-law.

This By-law was passed by the Board of Directors of Clarion Co-operative Homes Inc. on the 7th day of November, 1990.

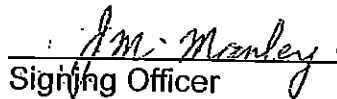
This By-law was confirmed by at least two-thirds (2/3) of the votes cast by the General Membership of Clarion Co-operative Homes Inc. at a meeting called for the purpose on the 7th day of November, 1990.

I hereby certify that the attached is a true copy of the Occupancy By-law # 5 duly amended at a meeting of the Board of Directors of Clarion Co-operative Homes Inc. on the 22nd day of October, 2001 and confirmed by the members of Clarion Co-operative Homes at a meeting called for that purpose on the 2nd day of November 2001, and said By-law is now in full force and effect.

Dated at Cambridge, this 22 day of November, 2001



Signing Officer



Signing Officer

BY-LAW NUMBER 5

Of

CLARION CO-OPERATIVE HOMES INC.

*A By-law Respecting the Provision of
Income-Tested Subsidies to Members of the Co-operative*

BE IT ENACTED as a By-law of CLARION CO-OPERATIVE HOMES INC.
(hereinafter referred to as "The Co-operative") as follows:

ARTICLE I – DEFINITIONS

1. The income-tested subsidy referred to herein is as defined in the Operating Agreement in effect between the Co-operative and the Government.
2. "Housing Authority", "income", "income verification" and such other terms employed herein shall be as defined in the Operating Agreement.
3. "Subsidy Agreement" shall mean the written agreement signed by the member(s) receiving income-tested subsidy and the Co-operative which sets out the terms and conditions under which the subsidy is granted.
4. "Unit" shall mean the house or apartment owned or leased by the Co-operative occupied by a member requesting income-tested subsidy.

ARTICLE II – ADMINISTRATION

1. The administration of the subsidy shall be in accordance with the terms of the Operating Agreement. In the case of a conflict between the terms of this By-law and the Operating Agreement, the terms of the Operating Agreement shall prevail.

2. The Board of Directors may designate the Co-ordinator or Manager of the Co-operative to be responsible for the day-to-day administration of the subsidy, including liaison with the Housing Authority.
3. The Treasurer of the Co-operative shall review the administration of the subsidy and ensure that periodic reports on said administration are made to the Board of Directors and, as appropriate, to the Government.
4. The conditions and terms of this By-law and the Operating Agreement which are applicable to a given income-tested subsidy grant shall be the subject of a written Subsidy Agreement to be signed by the member requesting subsidy and the Co-operative.

ARTICLE III – ELIGIBILITY

1. Only occupants of units owned or leased by the Co-operative shall be eligible to apply for subsidy.
2. Only applications which are accompanied by appropriate income verification, as stipulated in Article IV herein shall be eligible for consideration for subsidy.
3. Applications from eligible families already residing in the Co-operative will take precedence over applications from prospective residents.

ARTICLE IV – INCOME VERIFICATION

Pursuant to the Operating Agreement, the following guidelines for verification of income shall be adhered to:

1. Applicants must complete an application form and income declaration prior to signing the Housing Agreement.
2. Income from all sources must be declared on the form and substantiated as required by the terms of the Operating Agreement. Declarations of income from employment must be accompanied by a third party letter from the current employer. Copies of income tax returns may be used as supplementary information only, since this information pertains to a previous income year.

3. Applications from recipients of Social Assistance benefits must be accompanied by a letter of verification from the appropriate agency.
4. Self-employed persons must obtain proof of income by a letter or financial statement prepared by a qualified accountant. Depreciation/capital cost allowance is not considered an expense for this purpose.
5. In cases where documentation is considered to be incomplete or questionable, the Co-ordinator or other designated person may require that the applicant obtain a statutory declaration sworn to before a notary public or commissioner.

ARTICLE V – ANNUAL REVIEW AND NOTICE OF CHANGE

1. As a condition of eligibility, Members receiving income-tested subsidy will be required to provide to the Co-operative new up-to-date income verification one hundred and twenty (120) days prior to the end of each fiscal year.
2. Following receipt of the income verification, the Co-operative will determine the level of subsidy to which the Member(s) is entitled. Notice of the corresponding housing charge amount shall be provided to the Member(s) no later than sixty (60) days prior to the end of the fiscal year. Such notice shall indicate that the revised housing charge amount will come into effect at the commencement of the next fiscal year.

ARTICLE VI – TERMINATION

1. Any Subsidy Agreement may be terminated by resolution of the Board of Directors prior to the end of the fiscal year for any of the following reasons:
 - (a) Failure to abide by the By-laws of the Co-operative;
 - (b) Failure to abide by the terms of the Subsidy Agreement;
 - (c) Wilful falsification of the income verification documents;

- (d) Failure to report increases in household income in accordance with the requirements of the Operating Agreement.

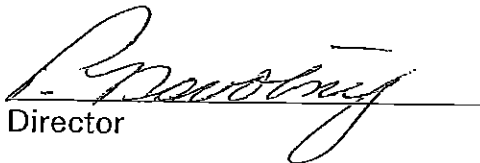
ARTICLE VII – AMENDMENT

1. This By-law may be amended by resolution of the General Members at a meeting called for that purpose.
2. Written notice of such meeting containing the details of proposed amendments shall be given to the members ten (10) days in advance of the meeting.

This By-law was passed by the Board of Directors of Clarion Co-operative Homes Inc. on the 7th day of November, 1990.

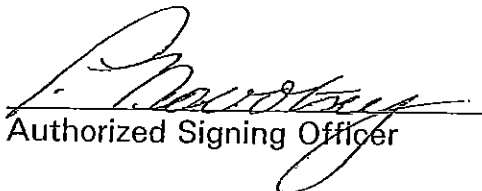
This By-law was confirmed by at least two-thirds (2/3) of the votes cast by the General Membership of Clarion Co-operative Homes Inc. at a meeting called for the purpose on the 7th day of November, 1990.

This By-law was amended and passed by the Board of Directors of Clarion Co-operative Homes Inc. on the 22nd day of October, 2001.


Director

Director

This amended By-law was confirmed by at least two thirds (2/3) of the votes cast by the General Membership of Clarion Co-operative Homes Inc. at a meeting called for that purpose on the 2nd day of November, 2001.


Authorized Signing Officer


Authorized Signing Officer

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1. Article : What is conflict of interest?

- (a) All directors, officers, committee members and employees must carry out their duties honestly, in good faith and in the best interests of the Co-operative rather than in their personal interest. Directors understand that they must follow the Co-operative's by-laws and its operating agreement with the province regarding conflict of interest. This By-law also covers all persons in their households and all their relatives.
- (b) A conflict of interest can happen when someone living in the Co-operative or an employee:
 - i. makes or takes part in a decision affecting the Co-operative's affairs, and
 - ii. the result of that decision gives the person a financial or other benefit which the rest of the Co-operative members do not have, or which only a few other members have.

This financial or other benefit may be direct or indirect.

- (c) Some examples of conflict of interest are:
 - i. the Co-operative signs a contract with someone living in the Co-operative, an employee of the Co-operative, or a company in which they, their household members or relatives have a financial interest or stock;
 - ii. someone living in the Co-operative or an employee is involved personally in a procedure of discipline where they made the complaint, or where a household member, friend or relative is being disciplined;
 - iii. the board gives out on-call positions to friends or family without telling all members that positions are available.

There are other types of conflict of interest. The Co-operative should deal with them by using the principles contained in this by-law.

2. Article : Procedures

- (a) The facts of each case are different, and careful judgement is needed to decide whether there is a conflict of interest. Even a perception of conflict of interest could undermine the appearance of integrity and the credibility of the Co-operative's business practices and the government funding program.

CLARION CO-OPERATIVE HOMES INC.
Bylaw No. 7 - Conflict of Interest By-law

Page 2

- (b) Therefore, the board and members should follow the procedures below to determine if there is a conflict and to deal with the conflict if it exists.
- (c) These procedures are in addition to, and do not replace, the requirements of the *Co-operative Corporations Act*, especially section 98 which is attached as Schedule A.

When a director has or may have a conflict of interest

- (d) When a director has or may have a conflict of interest the director must declare the conflict of interest, or possible conflict of interest, in writing at or before the board meeting considering the matter. This declaration must be recorded in the minutes of the meeting.
- (e) If the director does not declare a conflict of interest or a possible conflict of interest, but another director is aware of one, the other director should bring it up at the meeting.
- (f) The board then decides if there is a conflict of interest.
- (g) If the board decides that there is a conflict of interest the director cannot vote on the matter and must not be present at any of the parts of meetings when a decision on the matter is discussed. Sometimes a director with a conflict of interest has useful expertise in the matter. At the request of the board, such a director may answer questions from the board regarding the matter before withdrawing from the discussion and vote.

Financial conflicts of interest

- (h) These paragraphs apply in addition to paragraphs 2.4 to 2.7 if a director has or may have a financial conflict of interest.
- (i) The board can enter into a contract or agreement if the board believes that its decision is in the best interests of the Co-operative and is appropriate for a body that receives significant public funding.
- (j) Where there is a financial conflict of interest and the board enters into the contract, the board must report it at the next meeting of the members.
- (k) If the board does not enter into the contract or agreement the minutes must show this.

When a committee member has or may have a conflict of interest

- (l) A committee must follow the same procedure as the board if a committee member has or may have a conflict of interest. The matter can be appealed to the board if there is a dispute. The board's decision is final.

When an employee has or may have a conflict of interest

- (m) An employee who has or may have a conflict of interest must report it to the employee's supervisor and follow the supervisor's directions.
- (n) The manager/co-ordinator must report a conflict of interest to the staff liaison (if there is one) or to the president. The president or staff liaison will report it to the board. The manager/co-ordinator must follow the board's directions.
- (o) Where the Co-operative retains a management company, the company and all its personnel must follow the same procedures as an employee of the Co-operative.
- (p) Where there are officers of the Co-operative who are not directors, they must follow the same procedures as employees.

Members' conflicts of interest

- (q) At members' meetings, all members can discuss and vote as they wish, even if they have a conflict of interest. However, members must declare the conflict of interest before taking part in the discussion. Members should try to act in the best interests of the Co-operative as a whole.

3. Article : Avoiding Conflict of Interest

- (a) The board will closely monitor its relationships, contracts, arrangements and agreements. It will not engage in any that may result in a conflict of interest unless the situation is resolved as in Article 2.
- (b) The board will promote fair, open and objective business policies and practices in all its purchasing, contracting and hiring.
- (c) The board and staff must follow the procedures set out in the Finance Policy (and any Spending By-law which replaces it).

4. Article : Payment of Directors

- (a) This article applies to directors and officers of the Co-operative, except an officer who is also an employee of the Co-operative.
- (b) Directors and officers serve without payment of any kind. However, they have the right to be paid for travelling or other expenses while doing business for the Co-operative as long as the expenses are reasonable. The board must authorize these expenses. These expenses must meet any guidelines and limits set by the board. Directors cannot receive compensation for lost income while doing business for the Co-operative.

CLARION CO-OPERATIVE HOMES INC.
Bylaw No. 7 - Conflict of Interest By-law

Page 4

- (c) Directors and officers cannot enter into any contracts with the Co-operative other than contracts that are generally available to other members, such as occupancy or performance agreements, or a contract approved as set out in paragraph 2.9.
- (d) Directors and officers hired by the Co-operative to a paid position must resign from office. This does not apply to being the on-call person for the equivalent of one day or less a week.

5. Article : Declarations

- (a) All co-op directors, staff, and office member volunteers; and hired consultants or service providers must sign the Schedule A - Conflict of Interest Declaration and Schedule B - Confidentiality Agreement, which are part of this Bylaw. Directors and staff will sign when they begin their term, and existing directors and staff will sign annually.

6. Article : Information to the Ministry

- (a) The board must report to the Ministry the minutes of any meeting where the board decides to enter into a contract or agreement with a conflict of interest. The minutes must record the options the board considered and the board's decision. The minutes must also show how the board's decision was in the best interests of the Co-operative and is appropriate for a body that receives significant public funding.

***PASSED** by the Board of Directors of the Co-operative at a meeting properly held on December 20, 1999, and **CONFIRMED** by at least two-thirds of the votes cast at a general meeting of members of the Co-operative properly held on January 11, 2000.*

President

Secretary

**Schedule A -Declaration-
Co-op Director, Staff, or Member
Consultant or Service Provider**

I have read and understand the Conflict of Interest By-Law and acknowledge that _____ is required to comply with it. I further acknowledge my responsibility to disclose to Clarion Co-operative Homes Inc. (Housing Provider) all actual or perceived conflicts of interest which may exist while acting as the (Role)

_____. I further acknowledge my responsibility to disclose to the housing provider in writing, on an ongoing basis, any actual or perceived conflicts of interest which arise during my relationship with the housing provider. These actual or perceived conflicts of interest must immediately be disclosed in writing using this form.

I declare that:

- ☐ I do not have a conflict of interest.
- ☐ I have a conflict of interest.
- ☐ I have a perceived conflict of interest.

Attached is a comprehensive written submission of the complete nature of this actual or perceived conflict of interest. I am aware that this form and the information attached to it may be submitted to the Regional Municipality of Waterloo by the housing provider. I authorize its submission and use by the housing provider and/or the Region of Waterloo.

PLEASE PRINT

Co-op Director, Staff or Member Consultant or Service Provider
Address of Co-op Director, Staff or Member Consultant or Service Provider

Date	Signature- Co-op Director, Staff or Member Consultant or Service Provider
Date	Signature-President, Board of Directors
Date	Signature-Vice President, Board Of Directors

Schedule B – Declaration

Confidentiality Agreement

I agree that I will act honestly, in good faith, and in the best interests of the co-operative. I must avoid conflicts of interest, both direct and indirect. I will always put the interests of the co-operative before my personal interests. I promise to declare in writing any possible conflict of interest that I have, or may have, in connection with any co-operative contract, business or proposed business as soon as it occurs. The Board will deal with the conflict of interest using the procedures set out in the Conflict of Interest By-law.

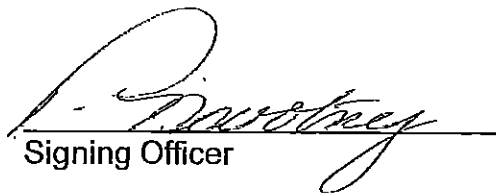
Name: _____

Signature: _____

Date: _____

I hereby certify that the attached is a true copy of the Occupancy By-law # 9 duly passed at a meeting of the Board of Directors of Clarion Co-operative Homes Inc. on the 22nd day of October, 2001 and confirmed by the members of Clarion Co-operative Homes at a meeting called for that purpose on the 2nd day of November 2001, and said By-law is now in full force and effect.

Dated at Cambridge, this 22 day of NOVEMBER 2001



Signing Officer



Signing Officer

CLARION CO-OPERATIVE HOMES INC.

BY-LAW NO. 9

DISCRIMINATORY PRACTICES

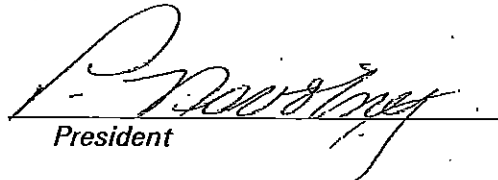
*A By-law of Clarion Co-operative Homes Inc.
(the "Co-operative")*

BE IT RESOLVED THAT in the provision of accommodation, the co-operative will not discriminate against an applicant by reason of race, national or ethnic origin, colour, religion, health, disability, age, sex, marital status, sexual orientation, source of income, conviction for which pardon has been granted or sentence served, or the fact that there are children forming a part of the family.

Date passed by the Board of Directors: October 8, 1991.

Date confirmed by the Members: December 3, 1991.

Amended and Passed by the Board of Directors of the Co-operative at a meeting properly held on October 22, 2001, and CONFIRMED by at least two-thirds of the votes cast at a general meeting of members of the Co-operative properly held on November 2, 2001.



President



Secretary

Dated at Cambridge, this 27 day of November 2001

J. M. Manley
Signing Officer

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CLARION CO-OPERATIVE HOMES INC.

BY-LAW NO. 11

MEMBER SELECTION

*A By-law of Clarion Co-operative Homes Inc.
(the "Co-operative")*

To be considered for membership and residence at Clarion Co-op, applicants must complete the prescribed application form with full information as indicated, pay a membership fee of \$15.00 per adult household member and participate in a membership interview. Acceptance will be by resolution of the Board of Directors.

The Co-op seeks resident members who would benefit from and contribute to a self-managed, democratic community that has its basis in the Principles of Co-operation. Clarion Co-op has a mandate to serve the housing needs of low to moderate income people in an integrated community.

The main objective of the selection process at Clarion Co-op is to choose the best possible member residents, taking into account the needs of the community and the needs of the individual.

Therefore, the criteria for membership selection shall include:

1. A willingness to participate in the development of Clarion Co-op as a community;
2. A willingness to abide by the By-laws, Agreements, policies and regulations set by the Co-op;
3. A willingness to respect the human and civil rights of others;
4. Financial responsibility and a willingness to allow a credit check as proof thereof;
5. An indication of permanence or at least long-term residence; and,
6. A need appropriate to the available unit.

In cases where there is more than one applicant for an available unit, the following priorities shall prevail:

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First preference shall be given to members residing in the Co-op whose requirements are appropriate to the available unit and who qualify under the terms of the Internal Moves Policy adopted by the Board of Directors from time to time.

Other applicants will be assessed on their merits according to the above criteria in order to achieve a proper balance between the needs of the Co-op and the needs of the individual.

When all other priorities have been considered and everything else appears equal, consideration shall be given to the date the application was received.

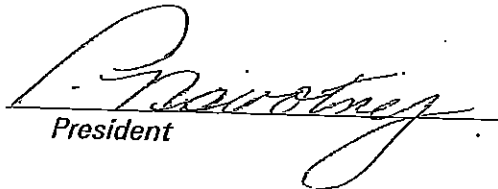
In order to be effective and fair, the membership selection process will aim to provide for:

1. Adequate training of volunteer interviewers through workshops and practice;
2. A thorough orientation of prospective members;
3. An in-depth interview by trained members with review by committee and/or the Board of Directors.

Date passed by the Board of Directors: August 20, 1991.

Date confirmed by the Members: December 3, 1991.

AMENDED PASSED by the Board of Directors of the Co-operative at a meeting properly held on October 22, 2001, and CONFIRMED by at least two-thirds of the votes cast at a general meeting of members of the Co-operative properly held on November 2, 2001.


President


Secretary

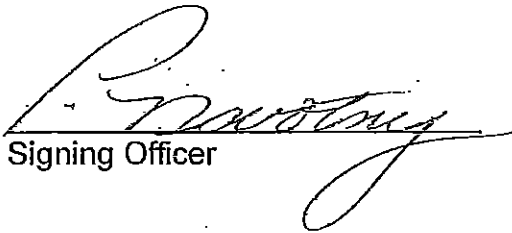
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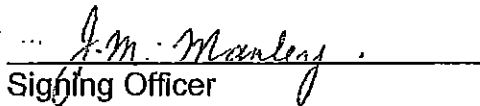
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I hereby certify that the attached is a true copy of the ^{Member Involvement} ~~Occupancy~~ By-law # 12 duly passed at a meeting of the Board of Directors of Clarion Co-operative Homes Inc. on the 22nd day of October, 2001 and confirmed by the members of Clarion Co-operative Homes at a meeting called for that purpose on the 2nd day of November 2001, and said By-law is now in full force and effect.

Dated at Cambridge, this 22 day of November 2001


Signing Officer


Signing Officer

CLARION CO-OPERATIVE HOMES INC.

BY-LAW No. 12

MEMBER INVOLVEMENT

*A By-law of Clarion Co-operative Homes Inc.
(the "Co-operative")*

Principles of Member Involvement:

1. Participation benefits both the Co-op and the member.

The Co-op relies on the members to participate in the effective management of their community. We recognise that the members' highest priorities are likely to be earning a living and nurturing the family. It should be no surprise if these priorities place limitations on members' participation in Co-op activities. Therefore, while we expect members to take part, we resolve to be reasonable and flexible in our demands on members' time and energy.

2. Each member contributes according to his or her ability.

There are many different ways that a member can participate at Clarion. We hope to be able to offer each member an opportunity to contribute according to his or her own abilities. We further hope that through involvement in Co-op activities members will be able to strengthen and broaden their skills.

3. Members in one household share the obligation to contribute.

Where there is more than one member in a household, it is often necessary for one member to look after children or other responsibilities so that another can be free to participate in Co-op activities. Therefore, we believe that the volunteer contribution of one family member should be credited to the household. Members are encouraged to share these activities equally according to their individual skills and interests.

4. Members are entitled to time off now and then.

We recognise that the involvement of individual members may vary greatly from year to year depending on many circumstances. We believe that after a period of heavy involvement, a member may be entitled to a period of sabbatical.

5. Member involvement operates on the Honour System.

We are aware that some co-operatives attempt to keep records of the hours each member contributes to the Co-op. Although there may be some advantages to having such records, the disadvantages are more persuasive. Such practices are likely to give great weight to the activities that are highly visible, such as Board and committee membership. They rarely give much credit for the activities favoured by the "quiet" member, such as delivering flyers or helping out in the office. Furthermore, such practices can only measure time spent, not quality of the contribution.

After giving the matter serious consideration, we have concluded that there is no record-keeping system which is accurate and fair enough to measure the comparative value of one kind of participation over another. Therefore, we cannot support the concepts of a minimum number of required hours of participation, a maximum level of participation or a system of enforcement. We do, however, support the practice of marking attendance at general members' meetings and noting participation in Board, committees and special events. We believe such records will assist us in gauging the general health of the organization and identifying ways in which involvement can be made attractive and compelling to the membership.

General Responsibilities of a "Member in Good Standing":

1. Financial

Honour your financial obligation to the Co-op. Pay your housing charge on time. Make appropriate arrangements if this is not possible due to circumstances beyond your control.

2. Maintenance

Treat the unit assigned as your home, with respect and care. Do such routine maintenance as your skills permit. Request assistance as needed; co-operate with the maintenance committee in preventive maintenance efforts.

3. Organization

Attend a majority of general members' meetings, including the Annual General Meeting. Abide by the policies and regulations adopted by the Co-op from time to time. Support the democratic functioning of the Co-op by taking part in one or more specific activities each year.

Specific Activities for Member Involvement:

1. Board of Directors and Committees

Standing for election to the Board of Directors and, if elected, attending and contributing to meetings regularly. Joining a standing or ad hoc committee. Participating in policy discussions; suggesting appropriate amendments or additions.

2. Special Events and Discreet Tasks

Participating in special events such as clean-up days. Assisting with office administration. Assisting in the production of newsletters and flyers.

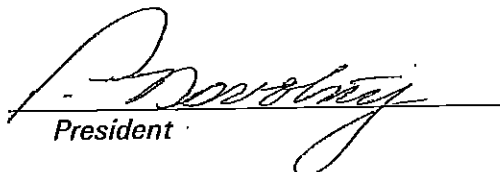
3. Social

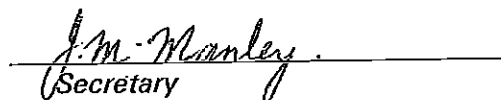
Being a good neighbour. Organising and/or attending social functions. Treating your fellow members with respect and consideration.

AMENDED AND PASSED by the Board of Directors of the Co-operative at a meeting properly held on October 22, 2001, and CONFIRMED by at least two-thirds of the votes cast at a general meeting of members of the Co-operative properly held on November 2, 2001.

Date adopted by the Board of Directors: May 11, 1992.

Date confirmed by the Members: June 15, 1992.


President

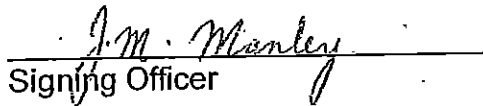

Secretary

I hereby certify that the attached is a true copy of the Occupancy By-law # 13 duly passed at a meeting of the Board of Directors of Clarion Co-operative Homes Inc. on the 22nd day of October, 2001 and confirmed by the members of Clarion Co-operative Homes at a meeting called for that purpose on the 2nd day of November 2001, and said By-law is now in full force and effect.

Dated at Cambridge, this 22 day of *November*, 2001



Signing Officer



Signing Officer

CLARION CO-OPERATIVE HOMES INC.

By-law No. 13

Maintenance and Improvements By-law

A By-law which sets out Co-operative and Member responsibilities in the care and maintenance of Member units and common areas.

Passed by the Board of Directors on the 22nd day of October, 2001.

Confirmed by the Members on the 2nd day of November, 2001

CLARION CO-OPERATIVE HOMES INC.

MAINTENANCE AND IMPROVEMENTS BY-LAW

By-law No. 13

A By-law which sets out Co-op and Member responsibilities in the care and maintenance of Member units and common areas

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ARTICLE 1

Maintenance Bylaw

1.1 Purpose of Bylaw

- (a) The purpose of this bylaw is:
 - 1. To set out the respective responsibilities of the Members and the Co-operative for the maintenance, repair and improvement of the Co-operative property;
 - 2. To establish guidelines concerning what repairs and improvements Members may undertake within their individual units
- (b) It is expected and encouraged that Members will be responsible for maintenance of their unit as much as is reasonably possible. Any work done by the Members saves the Co-operative and, therefore, ultimately each individual Member money.
- (c) Preventative maintenance will be a strong focus of the Maintenance Committee.

1.2 Maintenance Objectives

The objectives of this By-law shall include:

- (a) To maintain a safe and sound building structure and grounds;
- (b) To maintain mechanical systems and services in functioning order;
- (c) To respond adequately and responsibly to the short-term and long-term maintenance needs of the Co-operative; and
- (d) To use volunteer labour when appropriate to reduce costs.

1.3 Maintenance Responsibilities

(a) The Co-operative Responsibilities shall include:

1. To keep all units, Co-operative property, and all services and facilities of the Co-operative in a good state of repair and fit for habitation. It must make sure that it meets all the legal standards of health, safety, maintenance and occupancy.
2. regular maintenance.
3. maintaining and servicing all mechanical and electrical systems, appliances and equipment owned by the Co-operative.
4. regular testing of smoke detectors and fire extinguishers in units, community centre and laundry room.
5. regular inspections and maintenance of exterior common areas.
6. exterior maintenance of buildings;
7. minor repairs where a Member is unable physically to perform them.
8. major repairs; and
9. repainting vacant units before new Members move in, if required, unless alternate arrangements are made with the new Members.

(b) Member responsibilities shall include:

1. General vacuuming and cleaning (including windows, appliances, floors, carpets, walls and bathrooms);
2. Routine outdoor work (including grass cutting, weeding and snow shoveling);
3. Minor repairs to the unit;

CLARION CO-OPERATIVE HOMES INC.

4. Reporting items needing repair promptly by submitting a Maintenance Work Order form;
5. The cost of replacement or repairs to Co-operative property, if any damage is caused by the Member, other occupants or guests of the Member through negligence or abuse;
6. The cost of replacement of any Co-operative owned property that is removed by the Member, other occupants or guests of the Member; and
7. Draining exterior faucets prior to November 15 each year.

(c) Neglect of Responsibilities

Prompt attention to repairs is important to keep the co-operative in good condition. When the Co-operative requires the member to do repairs in their unit, it will be done in writing and give a time limit. The members will have 10 days to make the repairs. If the repairs have not been completed in 10 days, the Co-operative has the right to make the repairs and to charge the members the cost of the repairs, even if the Co-operative has to hire someone to do it.

(d) Maintenance Committee

1. The Co-operative shall have a Maintenance Committee in order to carry out the Co-operatives responsibilities. Should the Committee not be functioning, the Board of Directors or the Board of Director's designate may assume some or all of its duties.
2. Maintenance Committee Responsibilities shall include:
 - A. Establishing and monitoring the Co-operative's maintenance program;
 - B. Establishing and monitoring routine maintenance procedures;
 - C. Establishing and monitoring unit maintenance procedures;

CLARION CO-OPERATIVE HOMES INC.

- D. Conducting and following up on unit and common area inspections
 - E. Performing or supervising repairs and improvements;
 - F. Establishing and monitoring emergency procedures;
 - G. Purchasing, renting, monitoring use of, and performing maintenance of equipment;
 - H. Educating Members and assisting in routine maintenance procedures, when requested;
 - I. Establishing and monitoring a maintenance Budget; and
 - J. Administering various other procedures.
3. Maintenance Committee tasks shall include:
- A. Setting goals and formulating policies concerning maintenance issues;
 - B. Recommending changes or additions to these policies when necessary;
 - C. Reporting to the Board and General Membership on progress and problems (including written reports, newsletter articles and other reports);
 - D. Monitoring the work of contractors, in conjunction with the staff person; and
 - E. Informing and educating Members about their maintenance responsibilities and simple repairs by:
 - a. Developing a maintenance handbook;
 - b. Presenting workshops on specific maintenance topics; and
 - c. Articles in the Co-operative newsletter.

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- F. Scheduling, organizing and supervising "work parties" for special maintenance projects; and
- G. Maintaining an inventory and overseeing the use of maintenance equipment and supplies.

1.4 Cleanliness

The Member shall maintain the unit both inside and out, and keep it at all times in a reasonable state of cleanliness and repair. The Member shall comply with all requirements of governmental authorities. Without limiting the generality of the former, this shall include:

- (a) The Member shall not allow any, garbage to accumulate in front yards, flowerbeds, driveways, stairwells, porches, balconies, or backyards.
- (b) Members shall not store general household items and outdoor belongings on front porches, driveways and flowerbeds.
- (c) The Member shall co-operate in the maintenance of common areas

1.5 Garbage

- (a) Garbage must be packed in securely fastened appropriate plastic bags or other containers.
- (b) Garbage bags or containers must be deposited on the sidewalk in front of the unit no earlier than 6:00 in the evening of the day before the collection.
- (c) Garbage containers are to be stored inside the unit or garage, not on driveways, front steps, porches or balconies (Except Units #54, 55 and 59).
- (d) Members are expected to keep the area associated with their unit free of garbage and to assist the Co-operative by picking up any loose garbage noticed elsewhere on Co-operative property.
- (e) Large items such as mattresses are not to be placed at the curbside or placed anywhere in Co-operative common areas. At least once a year, the Co-operative will bring in a large bin for

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such items. Otherwise, these items should be discarded properly at the Member's expense.

1.6 Pest Control

- (a) Members must actively discourage mice harborage and pest infestation by maintaining a reasonable level of cleanliness within the garage and unit.
- (b) In the event of a serious pest control problem in the Co-operative buildings, the Co-operative will have the right to take such pest control measures, as it considers necessary to deal with the problem.
- (c) Exemptions from a general requirement for chemical pesticides will be permitted for Members who obtain a letter from a doctor confirming allergy or sensitivity to these products. Members who receive an exemption will be required to co-operate with alternative methods of pest control. Such exemptions apply to unit only, not to common area.
- (d) Members must co-operate in the preparation of their units for extermination services.

1.7 Fire Safety and Security

- (a) Members are not permitted to store highly flammable substances within their unit.
- (b) All units have smoke alarms installed on every floor. The alarms are electrically wired to the main electrical panel. They are not battery operated. When one alarm is triggered, all of the other alarms should sound at the same time. Members are responsible to take part in ensuring that the smoke alarms are operational and to co-operate with the Co-operative in carrying out the necessary testing and maintenance.

Members must report any problem with smoke alarms to the Co-operative office immediately.

Members must not disable a smoke alarm. This is a provincial offence of the Ontario Fire Code, which may be subject to a fine.

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- (c) Each unit is equipped with a fire extinguisher. The Member is responsible to take part in ensuring that the fire extinguisher is operational and must report any problems with fire extinguishers immediately. The Co-operative is responsible for maintaining fire extinguishers, including annual testing.
- (d) Members must not overload electrical circuits.

1.8 Changing Locks

- (a) The Co-operative units are keyed to a master key system. Members may not alter or change the locks for any reasons.
- (b) Members may request a lock change. The locksmith will be contracted by the Co-operative on behalf of the Member. The Member will be responsible for paying the bill.
- (c) The Member is required to pay the bill in full, at the time of the lock change. If the Member is aware of personal hardships that will prevent payment at the time of the lock change, the Member must arrange to make out a payment schedule. The Member will still be responsible to incur all costs.
- (d) The Co-operative is responsible for regular repair and maintenance for the locking mechanisms. The Member is responsible to report any problems or difficulties with the locks of their unit by completing a Maintenance Work Order Form.
- (e) Sliding chain locks are permitted inside the unit. At move-out, the chain locks must remain in place.

1.9 Laundry - insert

**ARTICLE 2
Emergencies****2.1 Purpose**

The Emergencies Article is intended to provide direction in a crisis situation when regular procedures will not be adequate.

2.2 Definition

The following conditions constitute an emergency:

By-law No. 13

ARTICLE 1 Maintenance By-Law

1.9 Laundry

- a) Laundry may not be hung outside the front or side of any units.
- b) Members may hang laundry in back yards however they must follow the guidelines set out in Article 4, section 4.7 of this By-law.

Approved by the membership on September 13, 2005

- (a) Life or physical safety is endangered;
- (b) Immediate health hazard exists;
- (c) Loss of essential services;
- (d) Financial loss to the Co-operative will arise if immediate action is not taken; and/or
- (e) Public or private property may be damaged.

2.3 Procedures

- (a) In the case of extreme emergency (fire, gas leak, severe accident), the Member should leave the unit (if possible), call the appropriate emergency number and then report the emergency to the staff person, Maintenance Committee emergency contact, Board Member or other appropriate Co-operative representative.
- (b) In the case of other emergencies (leaking pipes, floods, electrical breakdown), a Maintenance Committee emergency contact person should be involved. She/he will evaluate the situation and may call a tradesperson if needed.
- (c) If neither the Maintenance Committee emergency contacts, the Board of Directors or the Staff person can be reached. The Member may call a tradesperson, but she/he may be held responsible for payment of the bill.
- (d) Repairs not considered to be emergencies should be treated as normal repair work by completing a Maintenance Work Order form.

ARTICLE 3

Maintenance Work Orders

3.1 Maintenance Work Orders

- (a) Members will complete a Maintenance Work Order form and submit all three copies to the Co-operative office, if possible

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during open office hours. Forms are available at the Co-operative office.

- (b) The staff will note the date received at the top of the form and make a preliminary assessment of which category the Maintenance Work Order falls into (see Article 3.3 below)

3.2 Monitoring the Progress of Maintenance Work Orders

- (a) Maintenance Work Orders will be entered in the Housing Management Worx computer system (HM Worx).
- (b) All subsequent activity relating to the Maintenance Work Order will be entered in HM WORX as appropriate.
- (c) Maintenance Work Order reports will be reviewed by the Maintenance Committee as required.

3.3 Categorizing and Completing Work Orders

The following process will be followed, depending on the category of Work Order Request:

- (a) Category A – parts only

If parts are in inventory, parts will be given to the Member. If parts are not available, a Purchase Order will be issued to the Member. After the Member receives the parts needed to do the work, the Member must return the cash register receipt to the Co-operative office.

- (b) Category B – assigned to volunteer or staff

The person assigned to the work shall report on their progress within one (1) week. If parts are needed, the procedure indicated under Category A shall be followed. When the work is completed, the Maintenance Work Order form shall be returned to the office marked "Completed". After its completion is noted (in HM WORX), the form will be filed in the Maintenance Unit file.

- (c) Category C – outside contractor called

When the work is completed, the Maintenance Work Order form shall be placed in the Maintenance Unit File marked "Completed". After its completion is noted (in HM WORX), the form will be filed in the Maintenance Unit file.

(d) Category D – long-term replacement item

Maintenance Work orders regarding capital items shall be referred to one or all of the following:

1. Maintenance Committee;
2. Reserve Committee;
3. Finance Committee; and/or
4. Board of Directors.

ARTICLE 4

Unit Alterations, Improvements & Installations

4.1 Unit Alterations, Improvements & Installations

- (a) Members will be individually responsible for the cost of any alterations, improvements or installations to their units. Examples may include: satellite dishes, antennas, central air conditioning, basement finishing.
- (b) Fixtures (ie. light fixtures) in place are the property of the Co-operative. If such items are removed, they shall be stored by the Member in her/his unit and replaced when the Member leaves the unit.
- (c) Wallpaper must be dry-strippable. On move-out, the Member must return the unit to its original condition, unless agreement is made with the incoming Member.
- (d) Any non-permanent fixtures installed by the Member may be removed by her/him at any time, providing the unit is returned to its original or better condition in all respects.

4.2 Application Approval

- (a) Any unit alteration, improvement or installation requests, including the examples listed above, must be made in writing and submitted to the Maintenance Committee, in care of the Co-operative office.
- (b) The Member seeking to make any alterations, improvements or installation must submit a written proposal to the Maintenance Committee that includes enough detail to assure the Board of Directors or its Designate that the work proposed will be done in a competent and timely manner. The Member should indicate how they would comply with any relevant building codes and provide copies of all building permits and proof of certified inspection if required.
- (c) Applications should include a description of the work (including drawings, if possible) and who is to do the work.
- (d) After consideration by the Maintenance Committee, or its designate, the Staff or a Committee representative will contact the Member as to the status of the application.
- (e) If additional information is required, or if conditions are stipulated by the Maintenance Committee, or its designate the request will be considered again at the next Maintenance Committee Meeting.
- (f) If a Member initiates any alteration, improvement or installation without the prior written approval of the Maintenance Committee, or if the work is not completed in a satisfactory manner, the Member will be required to rectify the problem or pay the cost of returning the unit to its original condition.
- (g) If the Maintenance Committee or its designate needs direction (i.e. if the request is without precedent) the request may be referred to the Board of Directors.
- (h) If the Maintenance Committee or its designate finds it necessary to employ the services of a consultant in order to determine whether an alteration, improvement or installation request should be approved, the Member submitting the request will be responsible for the cost involved. The Member will be

advised of the costs and asked whether the consultant should be employed.

- (i) The Maintenance Committee or its designate may from time to time set standards of design, materials and quality of work for alterations, improvements or installations which Members carrying out such improvements must meet.
- (j) Fixtures in place are the property of the Co-operative. Members may, on a temporary basis, replace Co-operative owned fixtures with their own, but are responsible for storing the original fixture within their units and replacing them, in good condition before they move out.
- (k) Members whose requests are turned down by the Committee may appeal this decision to the Board of Directors.

4.3 Inspection Procedure

- (a) The Maintenance Committee reserves the right to inspect any alterations, improvements or installations at its discretion.
- (b) If the work is unacceptable, a letter indicating so will be written to the Member. If, after thirty (30) days, the Member has not brought the work up to standard, the Co-operative will, at a time of its choice, endeavour to return the unit to its prior condition and will bill the Member for all costs incurred.
- (c) Structural improvements (i.e. finished basements) must remain for the benefit of the next Member to use.
- (d) At move-out, the Member must restore any alterations, improvements or installations that have been approved (excluding structural alterations and pre-approved paint colours) to their original condition. Failure to do so will result in the Member being billed for the costs incurred by the Co-operative to do so.

4.4 Interior Unit Improvements

- (a) Interior unit alterations, improvements and installations may include, but are not necessarily restricted to the following:

1. Removal and replacement of existing, plumbing or electrical fixtures;
2. Electrical, plumbing and heating work (ie. installation of dishwashers, water softeners, electrical outlets, etc.); and/or
3. Basement finishing projects.

4.5 Paint and Decorating

- (a) When Members wish to repaint their units, they will be responsible for carrying out the work. The Co-operative will not require Members to repaint their units unless repainting is necessary because of undue wear and tear, poor workmanship or it has been painted in colours other than those listed in Article 4.5 (d), (e) and approved alternate colours.

- (b) The Co-operative will need to determine eligibility for paint. Therefore, paint allowances will be distributed in the following manner and according to the following conditions:

1. Each unit is eligible for a paint allowance on the first (1st) day of the fourth (4th) year since the unit was last painted. Members must confirm eligibility with Co-operative staff.

2. Every Budget year (July 1 to June 30) the Board of Directors will determine the number of paint allowances available. Paint allowances will be given out on first come, first serve basis in the quantities listed below:

- | | |
|-----------------|---|
| 2 bedroom units | - 5 gallons of latex pearl off white low sheen |
| | - 2 gallons of oil semi gloss white for trim & doors |
| | Latex |
| 3 bedroom units | - 6 gallons of latex pearl off white low sheen |
| | - 2 gallons of oil semi gloss white for trim & doors |
| | Latex |
| 4 bedroom units | - 7 gallons of latex pearl off white low sheen, |
| | - 2 gallons of oil semi gloss white for trim & doors |
| | Latex |

- (c) Members may paint different rooms in difference colours [as ~~xxx~~ specified in Article 4.5(d), (e)] and approved alternate colours. ~~at their own cost.~~ at their own

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~~However,~~ ^{purchase orders} Members will only be allocated a ~~dollar amount equal~~ ^{for} the cost of the bulk purchase of paint allocated for the unit size. For example, member will be given a purchase order ~~is~~ ^{the dollar amount} not to exceed the ~~cost of a five (5) gallon~~ paint pail (latex) and two (2) gallons (semi-gloss) for a two (2) bedroom unit.

- (d) The kitchen, bathroom, all interior doors and all trim throughout the unit (i.e. baseboards and wood trim around windows) must be painted in ~~Para Pearl~~ ^{Latex Semi Gloss} "Milky Way B701-4". ^{off white} (Definition of kitchen is: Where the cupboards end, the kitchen ends. All headers are considered part of the ceiling).
- (e) All other interior walls must be painted with ~~Para Pearl~~ ^{Latex} "Milky Way B701-4" ^{off white Low Sheen}.
- (f) Approved alternate Para colours may be substituted for the Para Pearl "Milky Way B701-4" as specified in (e) above. A chart of approved alternate colours can be viewed at the Co-operative office. Approved alternate colours may be revised by the membership from time to time.
- (g) Members who paint in the colours specified in Article 4.5 (d) and (e) and approved alternate colours are not required to repaint their unit at move-out.
- (h) At move in, the Co-operative will paint units, as required, ~~in one~~ ^{Latex off white Low Sheen} colour (at the discretion of the Co-operative staff) as specified ^{& semi gloss white for Trim Edges} in Article 4.5 (d) and (e) and approved alternate colours.
- (i) No other paint type or colour other than specified in Article 4.5 (d) and (e) and approved alternate colours are to be used.
- (j) No textured paint finishes (i.e. feather painting, sponge painting) are permitted.
- (k) Members who, per the 1994 paint allocation, painted their unit in colours from the "St. Claire Interior Off Whites" selection chart will not be required to repaint their unit at move-out.
- (l) ← ^{Keep This in} Members who are not eligible for a paint allowance, but want to paint their unit in colours specified in Article 4.5 (d), (e) and approved alternate colours must do so at their own expense.

CLARION CO-OPERATIVE HOMES INC.

- (m) Members can obtain their paint allowance in the form of a purchase order at the Co-operative office during open office hours. Paint allowances will be given out in person only. Phone calls will not be accepted.
- (n) Members are not to paint the exterior of their unit. The maintenance committee will contract sub-contractors to paint the exterior of the unit.
- (o) Members ^{may} ~~are not to~~ paint the stucco ceilings or the wooden beams in their living room. The Co-operative will hire a sub-contractor to paint the stucco ceilings as required.
- (p) Ninety (90) days after the purchase order is issued, a maintenance committee inspector will inspect the unit to ensure that paint has been properly applied.
- (q) Leftover paint may be used for basements, laundry, utility rooms, and garages. Paint will not be supplied specifically for these areas.

4.6 Exterior Unit Improvements

- (a) Members must receive written approval of the Maintenance Committee prior to undertaking any alteration to their units, or private outdoor space. The guidelines below shall be used by the committee when deciding whether to approve exterior unit improvement requests.
- (b) The Member shall be responsible for obtaining and paying for a building permit or inspection certificate where required.
- (c) All work will be inspected by the Maintenance Committee for final approval. Any unacceptable construction shall be removed or replaced at the Member's expense.

4.7 Back Yards

- (a) Back yards shall be defined as the area extending directly from the unit's back wall to the end of fence.
- (b) Arbours and trellises must be constructed of pressure treated or weatherproof lumber. Their height is not to exceed the top of the existing fence and their style is to compliment existing

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fence. They must be of sound construction to prevent injury or damage.

- (c) Gardens, raised beds and planters may be installed at the Member's discretion, providing that they drain away from units. They must be properly maintained by the Member.
- (d) Shrubs and hedges may be used as a privacy screen, but may not exceed the height of the existing fence. Care and maintenance of shrubs and hedges is the Member's responsibility, as is removal and disposal of sod.
- (e) Most units have two (2) border fences; to the left and right of their back yards.
- (f) Unit clotheslines should be wrapped around border fences.
- (g) Apartment clotheslines should be wrapped around steel balcony rails.
- (h) No screws, nails or eyelets or any kind of holes should be put into fences with regards to clotheslines.
- (i) No clotheslines may be attached to privacy fences*.
- (j) No pulleys may be attached anywhere.
- (k) No clothesline may extend onto common grounds.
- (l) No clotheslines may be attached to trees.
- (m) No permanent umbrella stand may be affixed to the grounds:
 - 1. They must be on stands, not cemented into the ground; and
 - 2. They must be removed when the Member leaves and holes and grass must be replaced.
- (n) Clothes should not be left out longer than twenty-four (24) hours.

* Exception: Unit 1 has only one (1) border fence. Therefore, the retaining wall 2 x 4 may have one-half inch (1/2") hooks

4.8 Common Areas

- (a) Common areas shall be defined as all outdoor areas of the Co-operative other than those outlined in Article 1.4 (a) of this By-law.
- (b) Except at the direction of the Landscape Committee or other Committee empowered by the Board of Directors, Members shall not alter in any way the common areas beyond their yards. This space belongs to everyone.
- (c) Composters and gardens are to be kept in Member's back yards.

Yard waste is not to be dumped anywhere in the common areas or is it to be dumped onto neighbouring property

ARTICLE 5 Supplies and Equipment

5.1 Inventory

- (a) The Maintenance Committee will keep an accurate inventory of all tools, equipment and appliances and a maintenance record of all equipment. In the case of landscape and gardening equipment, this responsibility may be delegated to the Landscape Committee.
- (b) The Maintenance Committee will be responsible for maintaining a sufficient quantity of each type of material and for maintaining an up-to-date list of the products kept in stock.

5.2 Access

- (a) Only the Staff and Maintenance Committee representatives will have access to supplies and equipment.
- (b) A register of supplies and equipment issued is to be maintained. Supplies and equipment will be checked out and through the Maintenance Committee representatives.

CLARION CO-OPERATIVE HOMES INC.

- (c) Maintenance tools and supplies owned by the Co-operative may be borrowed by Members but must be promptly returned. The Maintenance Committee may determine from time to time any conditions that may be applied to the borrowing of Co-operative equipment.
- (d) Members signing out equipment will be financially responsible for the repair or replacement if the equipment is lost or damaged while they are responsible for it.

5.3 Appliances

- (a) The Co-operative is responsible for maintaining Co-operative owned appliances in working order and replace them, as necessary.
- (b) Members are required, on a regular basis, to clean both the interior and exterior of their refrigerators and stoves, in accordance with the recommendations of the manufacturer.
- (c) Damage to any appliance, which is caused by the failure of the Member to carry out these responsibilities or otherwise caused by the Member's neglect, or abuse will result in Members being responsible for costs.

ARTICLE 6

Inspections

6.1 Timing of Inspections

Inspections will take place when a Member moves out and also annually.

6.2 Inspectors

- (a) All annual unit inspections will be done by two (2) Maintenance Committee representatives.
- (b) All other inspections will be done by Maintenance Committee representatives or its designate.

6.3 Moving Out of the Unit

- (a) When Members move out of their unit, they must leave it clean and in good order.
- (b) After a Member has submitted a Withdraw of Membership and Surrender of Occupancy Rights for their unit the following will occur:
 - 1. A pre move-out inspection of the unit will be held within 14 days of submission of the Withdraw of Membership and Surrender of Occupancy Rights form. The results of the inspection will be reviewed and the Member will be sent a letter notifying them of any repairs the Member is responsible for performing before vacating the unit. Repairs must be performed in a good and workmanlike manner.
 - 2. A second move-out inspection, if necessary, will be held.
 - 3. A final move-out inspection will be held on the date of move-out once the unit is completely cleaned and all household belongings have been removed. The Member is required to be in attendance at the final inspection and will turn over all co-operative keys and their Member handbook at that time.
 - 4. If during the final move-out inspection there are any further Member responsibility repairs that were not detected at the previous inspection(s), the Member is responsible to reimburse the Co-operative for the cost of repairs via the Member deposit.

6.4 Annual Inspections

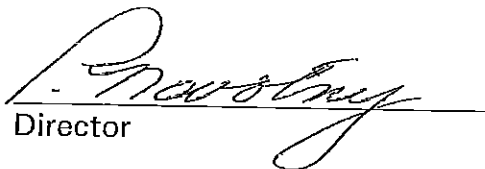
- (a) Annual inspections are to be conducted on each unit. The Member will be given at least forty-eight (48) hours notice of the inspection. The Maintenance Committee should also explain its purpose and value.
- (b) The inspectors will evaluate any damage and inform the Member(s) of any work to be completed by them.

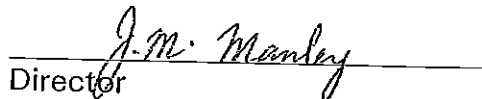
- (c) Any repairs that are determined to be the Co-operative's responsibility should be done as promptly as possible.

6.5 Inspection Forms

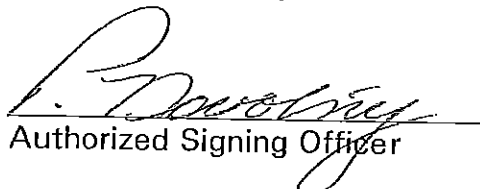
- (a) Unit Inspection forms will be approved from time to time by the Maintenance Committee and will be used to document any inspections of Member units. Different forms shall normally be used for each unit size and style.
- (b) Completed forms shall be kept in Maintenance Unit files.

This By-law was passed by the Board of Directors of Clarion Co-operative Homes Inc. on the 22nd day of October, 2001.


Director


Director

This By-law was confirmed by at least two-thirds (2/3) of the votes cast by the General Membership of Clarion Co-operative Homes Inc. at a meeting called for that purpose on the 2nd day of November, 2001.


Authorized Signing Officer


Authorized Signing Officer

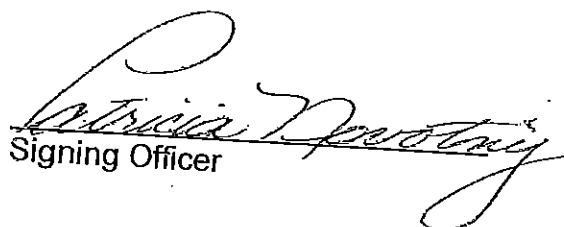
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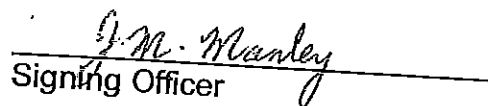
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I hereby certify that the attached is a true copy of the Occupancy By-law # 14 duly passed at a meeting of the Board of Directors of Clarion Co-operative Homes Inc. on the 22nd day of October, 2001 and confirmed by the members of Clarion Co-operative Homes at a meeting called for that purpose on the 2nd day of November 2001, and said By-law is now in full force and effect.

Dated at Cambridge, this 22 day of November, 2001


Signing Officer


Signing Officer

CLARION CO-OPERATIVE HOMES INC.

By-law No. 14

Occupancy By-law

A By-law which contains the occupancy rights and obligations of the Clarion Co-operative Homes Inc. and its Members.

Passed by the Board of Directors on the 22nd day of October, 2001.

Confirmed by the Members on the 2nd day of November, 2001

CLARION CO-OPERATIVE HOMES INC.

OCCUPANCY BY-LAW

By-law No. 14

A By-law which contains the occupancy rights and obligations of the Clarion Co-operative Homes Inc. and its Members

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OCCUPANCY BY-LAW

By-law No. 14

ARTICLE 1

About This By-law, Schedules and Appendices

1.1 Introduction

This By-law contains the rules under which the Clarion Co-operative Homes Inc. (the "Co-operative") provides housing for its Members, and the occupancy rights and obligations of both the Co-operative and its Members. The *Co-operative Corporations Act* (the "Act") regulates how the Co-operative must be run. Certain parts of the *Act* contain rules that are not included in this By-law. Members should refer to them when questions come up.

1.2 Occupancy Agreement

- (a) The Occupancy Agreement, Schedule A, is part of this By-law. It replaces all previous occupancy agreements between the Co-operative and Members. New Members must sign it when their Membership in the Co-operative begins. Existing Members must sign it as soon as possible after this By-law is adopted. The Occupancy Agreement includes "Terms of the Member's Housing Charge Subsidy, Appendix C", if it applies to the Member. The Co-operative and the Members must obey this By-law and the Occupancy Agreement even if a particular Member has not signed an Occupancy Agreement. Membership shall commence when applicants have been accepted for Membership by the Board and have taken possession of their allocated unit.
- (b) Some By-laws, policies and agreements, such as the Subsidy By-law and Performance Agreements, only apply to certain Members. These Members must obey them.

CLARION CO-OPERATIVE HOMES INC.

1.3 Priority of this By-law

- (a) This By-law takes the place of or amends all previous By-laws or Decisions that deal with the occupancy rights and obligations of the Co-operative and its Members. In particular, this By-law repeals and replaces the Occupancy By-law (By-law Number IV), and its amending By-law (By-law No. 6). This By-law also repeals paragraphs 3, 5, 7, 8 and 9 of Article III and all of Article XVIII of the General By-law (By-law No. I). Any future By-law can only amend this By-law if the future By-law states that it is doing so. No one can commit to anything dealing with occupancy rights except where they are authorized under this By-law. Any unauthorized commitment is not effective.
- (b) If there is a conflict between documents, the following will govern in the order in which they appear.
 - 1. the *Act*;
 - 2. the Articles of Incorporation;
 - 3. this By-law;
 - 4. the other By-laws of the Co-operative, unless the By-laws state differently; and
 - 5. the policies of the Co-operative, including the Rules and Regulations.

ARTICLE 2

Members' Rights

2.1 Use of a Unit and the Co-operative's Facilities

- (a) Members of the Co-operative have the right to:
 - 1. live in their housing unit;
 - 2. use their parking space if any; and
 - 3. use the Co-operative's common facilities.
- (b) Co-operative By-laws, Policies and rules limit Members' rights.

I hereby certify that the attached is a true copy of the Occupancy Agreement, Article 3 – Members' Contribution for Occupancy By-law # 14 duly passed at a meeting of the Board of Directors of Clarion Co-operative Homes Inc. on the 14th day of March, 2006 and confirmed by the members of Clarion Co-operative Homes at a meeting called for that purpose on the 28th day of March 2006, and said By-law is now in full force and effect.

Dated at Cambridge, this 4th day of April, 2006

Phyllis R. Halverson
Signing Officer

Ronald Halverson
Signing Officer

ARTICLE 3

Members' Contributions

3.1 Housing Charges

- (a) Each Member of the Co-operative must pay housing charges. Housing charges are made up of:
 - 1. the Membership fee of \$15.00 (once only);
 - 2. monthly housing charges, less any subsidy;
 - 3. the Member deposit; and
 - 4. other charges that Members must pay under any of the Co-operative's By-laws or policies.
- (b) Co-operative Members must decide what the monthly housing charges and parking charges (if any) will be at a General Members' Meeting.
- (c) Members must pay housing charges and parking charges (if any) by personal cheque or money order and should be handed to the Staff or deposited in the box provided in the office on or before 12:00 p.m. of the first (1st) business day of the month. Members are encouraged to file post-dated cheques with the Staff to facilitate prompt processing. All payments must be delivered to the Co-operative office.
- (d) The housing charge does not include the following costs to a Member:
 - 1. heat;
 - 2. electricity for a unit;
 - 3. hot water and rental of hot water heater;
 - 4. telephone for a unit;
 - 5. charges for cable television for a unit;
 - 6. insurance on the Member's personal property; and
 - 7. the Member's personal liability insurance (unless provided by the Co-operative's liability insurer).

If the Co-operative has to pay for any of these, the cost will be added to the Member's housing charge.

- (e) If a Member is aware of personal hardships which will prevent payment on the first (1st) business day of the month, the Member

must arrange to meet with the Staff or Treasurer before the last business day of the month prior to the month affected to explain the circumstances and enter into a Payment Schedule with the Co-operative. This is an opportunity to pay housing charges after 12:00 p.m. on the first (1st) business day of the month.

If a Member does not contact the Staff or Treasurer to arrange a Payment Schedule before the last business day of the month, the member will be charged a late fee of \$10 for the first incident, and \$25 thereafter.

If a member breaches a Payment Schedule, they will be charged a late fee as per the above schedule.

A Member is eligible to request three (3) Payment Schedules within a twelve (12) month period. Payment can be deferred to no later than the twenty-first (21st) of the month in which the housing charge is due. Any Member requesting more than the approved three (3) Payment Schedules must request special permission from the Treasurer and may be asked to appear before the Board of Directors. Any Member requesting more than the approved three (3) Payment Schedules will be considered a Member not in good standing. A Member not in good standing:

1. cannot run for election to the Board of Directors;
2. may be required to resign from the Board of Directors or the Finance Committee; and
3. may or may not be approved for an internal transfer.

A Member may request a Long-Term Payment Schedule. The Member must demonstrate to the Treasurer a varying income source and a fluctuating housing charge. The Long-Term Payment Schedule will not exceed six (6) months and will be considered as one (1) Payment Schedule.

- (f) Under no circumstances should cash be left in the office mailbox.
- (g) If a bank returns a cheque for payment of the housing charge marked N.S.F. (non-sufficient funds):
 1. It must be replaced within one (1) banking day of notification to the Member from the Co-operative office by a certified cheque, money order or bank draft;

2. The going bank rate will be charged for the first (1st) N.S.F. cheque;
 3. There will be a \$25.00 charge for subsequent N.S.F. cheques;
 4. If a N.S.F. cheque is not replaced within one (1) banking day of notification to the Member from the Co-operative office, or, if a Member has two (2) N.S.F. cheques within a twelve (12) month period, the Member may be requested to attend a Board of Directors meeting at which the Member's occupancy rights may be terminated;
 5. The Board may request that the Member pay future housing charges by certified cheque or money order; and
 6. A N.S.F. cheque will be considered a late payment and part of the Member's financial history. Refer to (3.1 k) of this By-law.
- (h) Any Member whose housing charge is not received in the office by 12:00 p.m. on the first (1st) business day of the month and who has failed to contact the Co-operative office as outlined in paragraph 3.1(e) above will be considered to be in arrears and will receive a late payment letter. The letter will request payment of housing charges within one (1) banking day of notification to the Member.
 - (i) If the Member in arrears does not respond immediately to the late payment letter, a second letter will be sent requesting the Member's attendance at the next meeting of the Board of Directors.
 - (j) A Member whose housing charge is late more than twice will be asked to deposit a year's post-dated cheques with the Staff.
 - (k) When the housing charge payment of a Member is late two (2) times (including N.S.F. cheques) within a twelve (12) month period, the Treasurer and Staff may request that the Member attend a meeting of the Board, at which time termination of the Member's occupancy will be considered.

3.2 Member Deposit

(a) Paying the Deposit

The Members occupying a unit must pay a Member deposit to the Co-operative. Members must pay this deposit before moving into their unit unless the Co-operative allows them to pay it at another

CLARION CO-OPERATIVE HOMES INC.

ime. If any part of the Member deposit is not paid when it is due, it will be treated as arrears.

(b) The Amount of the Member Deposit

1. Members must pay a Member deposit equal to the monthly housing charge less any subsidy allocated to the Members and the \$10.00 Sector Support Contribution.
2. Member Deposits are not to be used as payment towards last month housing charge.

(c) Adjusting the Member Deposit

1. The value of each household Member Deposit as of March 28, 2006 will not change, regardless of any change in monthly housing charges in the future.
2. All new Members moving in must pay their Member Deposit according to Article 3.2 (b) of this By-law.

(d) Returning the Member Deposit

The Co-operative will return the Member deposit when the Member leaves the unit permanently. Before returning the deposit, the Co-operative can deduct any amount that the Member owes because:

1. the Member did not give enough Notice;
2. the unit was not left in the condition stated in paragraph 5.9 of this By-law; or
3. the Member owes money to the Co-operative.

3.3 Other Charges

(a) A Member is responsible for and must pay the Co-operative for any extra costs, charges or expenses caused by:

1. the Member;
2. any person who is a part of the Member's Household; or
3. any person that the Member allows onto the Co-operative's property.

This applies even if no Co-operative By-law has been broken.

3.2 Member Deposit (Amendment)

a) Paying the member deposit

Members must pay a member deposit to the co-op. This deposit cannot be used as the last month's housing charges. Members must pay this deposit before moving into their unit, unless the co-op allows them to pay it over time. This could be over several months. This must be stated in a deposit payment agreement prepared by the manager and signed by the member and the co-op.

b) Amount of the member deposit

If members pay the full monthly housing charges, they must pay a member deposit equal to the monthly Market housing charge for their unit.

If members receive housing charge subsidy, they must pay a member deposit equal to the monthly Market housing charges for their unit.

The member deposit is rounded to the nearest dollar.

c) Adjusting the member deposit when housing charges change

The amount of the member deposit will be adjusted annually, by the same percentage as any change in the Market monthly housing charge for their unit.

Members must pay the amount of any increase on a date set by the board of directors unless the members' meeting approving the new market housing charges decides on a different date.

d) Returning the member deposit

The co-op will return the member deposit when the member and the member's household leave the co-op permanently. Before returning the deposit, the co-op can deduct any amount which the member owes because:

- the member did not give enough notice
- the unit was not left in the condition required under the co-op bylaws
- the member owes money to the co-op, or
- the member did not pay their last month's housing charges.

e) Interest on the member deposit

The co-op will not pay interest on the member deposit.

Approved by the Board of Directors: February 17, 2016

Approved by the Membership: March 21, 2016

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- (b) The Co-operative has the right to recover solicitor and client costs, as settled by the Co-operative (the actual legal fees and costs), of any legal action that the Co-operative takes to recover money owed to it or enforce its rights under the By-laws.

3.4 All Charges are Housing Charges

Housing charges include all amounts that the Co-operative charges to Members.

3.5 Responsibility for Charges

(a) Per Unit Basis

The Co-operative calculates the monthly charge and the Member deposit for each unit as a whole. If more than one (1) Member occupies a unit, they are each responsible for the full charges. This is so whether or not they are Members of the same family or Household.

If any person moves out of the unit, the remaining Member(s) remain(s) responsible for all the charges that apply to that unit.

(b) Sharing Expenses

Persons who share a unit can arrange to share expenses, with the following conditions:

1. the sharing arrangement does not limit the Co-operative's rights;
2. one (1) of the Members in the unit must collect the payments and make one (1) single monthly payment to the Co-operative; and
3. they are each responsible for the full charges.

3.6 Housing Charge Subsidy

Rights to a subsidy are stated in the Subsidy By-law and Appendix C of the Occupancy Agreement. The General Manager is responsible for the administration of the subsidy allocation. Members have the right to appeal to the Board. The Board will determine the procedures to follow to confirm or rescind the General Manager's Decision. These procedures must be procedurally fair.

CLARION CO-OPERATIVE HOMES INC.

3.7 Participation

A Member must contribute to and participate in the operation of the Co-operative and adhere to the Co-operative principles. The Member shall contribute such volunteer assistance towards the operation of the Co-operative. In addition, the Member agrees to:

- (a) attend the Annual General Members' Meeting;
- (b) attend General Membership Meetings whenever possible;
- (c) take part in the activities of the Co-operative;
- (d) attend other Co-operative meetings often enough to become and remain informed of the operation of the Co-operative; and
- (e) join a committee or take part in special events and activities of the Co-operative.

Members must give advance written Notice if they wish to be excused from attending a members meeting or taking part in the activities of the Co-operative.

The Co-operative may set out the requirements for participation of Members in a separate By-law.

ARTICLE 4

Setting Housing Charges

4.1 The Members Set the Housing Charges

Monthly housing charges and parking charges (if any) can be set only by a majority vote of the Members at a General Meeting. Members do this annually or more often as needed. A Budget must be presented to the Members when they are asked to consider a change in housing charges. Paragraph 4.2 of this By-law, shows how the Co-operative must present a Budget to the Members. Existing charges continue until the Members approve a change. The Members may approve charges that are different from those proposed in the Budget.

4.2 Operating and Capital Budgets

- (a) **Preparing the Operating Budget**

Members must give advance written Notice if they wish to be excused from attending a members meeting or taking part in the activities of the Co-operative.

The Co-operative may set out the requirements for participation of Members in a separate By-law.

ARTICLE 4 Setting Housing Charges

4.1 The Members Set the Housing Charges

Monthly housing charges and parking charges (if any) can be set only by a majority vote of the Members at a General Meeting. Members do this annually or more often as needed. A Budget must be presented to the Members when they are asked to consider a change in housing charges. Paragraph 4.2 of this By-law, shows how the Co-operative must present a Budget to the Members. Existing charges continue until the Members approve a change. The Members may approve charges that are different from those proposed in the Budget.

4.2 Operating and Capital Budgets

(a) Preparing the Operating Budget

Each year, the Board will ensure that a Budget is prepared for the next fiscal year. The Members will consider this Proposed Budget at a General Meeting during which the Budget is presented. Paragraph 4.3 of this By-law shows how the Co-operative must give Notice of this meeting. The Budget must contain:

1. the total expected cost of operating the Co-operative;
2. the charges proposed for each unit; and
3. the cost of any special expenses which the Board suggests and the charges that would result.

CLARION CO-OPERATIVE HOMES INC.

(b) Capital Expenses

The Board may prepare a Capital Budget if it is planning capital expenses. The Capital Budget must contain:

1. the proposed capital expenses;
2. the proposed source of funds; and
3. the effect of the proposed expenses on the Co-operative's Operating Budget.

4.3 Notice of Proposed Budget

A General Meeting can consider a Proposed Budget and proposed housing charges only if the Notice of the General Meeting contains mention of the Budget. The Notice must be given as the *Act* and By-laws require. A copy of the Proposed Budget and housing charges for each type of unit must be delivered to each unit along with the Notice for the Budget meeting.

4.4 Date of Change in Housing Charges

- (a) Any change in housing charges will normally begin on the first (1st) day of the third (3rd) month after the Members decide on the change. Notice of change in housing charges must be delivered to each unit within a reasonable time after the meeting.
- (b) Members can decide by a two-thirds (2/3) vote at the General Meeting on a different date for the new charges to begin, including an earlier date.

4.5 Mid-year Change in Housing Charges

The Board may feel that there should be a change in the total operating expenses and/or housing charges during a fiscal year. If so, the Board must call a Special Members' Meeting to consider the change. The Board will prepare a Budget or statement showing the reason for the change. Paragraph 4.3 of this By-law shows how the Co-operative must give Notice of this meeting.

CLARION CO-OPERATIVE HOMES INC.

ARTICLE 5
Use and Behaviour**5.1 Residences**

Units can be used only as private residences for Members, their Households and other persons allowed by this By-law. This use can include incidental uses if all the other rules in this By-law are obeyed. Members can only use their units for business purposes if they obtain written permission from the Board of Directors and comply with any conditions set by the Board. The Board may refuse permission if it feels the business may disturb other Members.

5.2 Nuisance

The Co-operative is a community which includes all the residents and employees. It also is part of the larger neighbourhood community. Members must not make or allow any noise, nuisance or any other act that unreasonably disturbs or interferes with any other Member of these communities.

5.3 Illegal Acts

Within their unit, or on Co-operative property, Members must not commit any illegal act or break any agreement with any government authority. This includes breaking any municipal, provincial or federal law, or any By-law or regulation of any other authority such as the fire department.

5.4 Leases, Mortgages and Agreements

Members must not break any obligation that the Co-operative has to:

- (a) Canada Mortgage and Housing Corporation;
- (b) The Province of Ontario; and
- (c) The Co-operative's mortgagee.

5.5 Insurance

- (a) ~~Members must not break any obligation that the Co-operative has to its insurance companies. The use of a Member's unit~~

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CLARION CO-OPERATIVE HOMES INC.

~~must not increase the Co-operative's insurance costs, or any other cost or liability of the Co-operative.~~

- (b) ~~Members are strongly encouraged to obtain public liability and fire insurance for their unit.~~

5.6 Privacy and Right to Enter**(a) Permission Needed**

Members have the right to privacy. The Co-operative may not enter a unit without the Member's permission unless an emergency happens or appears to be happening or proper Notice has been given.

(b) Permission Not Needed

1. After giving a Member forty-eight (48) hours' Notice, someone appointed by the Co-operative can enter the Member's unit, at any reasonable time, for:
 - A. maintenance inspections, regular or special; or
 - B. any other reasons which the Board, or its delegate, decides.
2. After giving a Member twenty-four (24) hours' Notice, someone appointed by the Co-operative can enter the Member's unit, at any reasonable time, for maintenance repairs or renovations.
3. After giving a Member twenty-four (24) hours' Notice, the Co-operative can enter the Member's unit to show it to a prospective occupant at any reasonable time. The Co-operative can do this if:
 - A. the Member has given the Co-operative written Notice of Withdrawal from Membership and/or Surrender of Occupancy Rights; or
 - B. the Co-operative has given Notice of a Board Decision to Evict the Member.

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5.5 Insurance and Liability (Amendment)

- (a) A member must have, and keep current, all personal property insurance and public liability coverage that are reasonable for a related use including any insurance that is needed to meet government requirements. The member must give the co-op a current copy of their insurance policy and any changes.

The member will obey any directions by the co-op about the insurance so that it will protect the co-op in addition to the member.

The member will be responsible for any claims against the co-op, co-op staff, and contractors.

Approved by the Board of Directors: February 18, 2016

Approved by the Membership: March 23, 2016

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(c) **Notice of Entry**

Any entry Notice can give a time range and not necessarily a specific time. The time range can be longer than one (1) day and the Notice can allow more than one (1) entry into a Member's unit.

5.7 Violence

The Co-operative is a community which includes all the residents and employees. Residents and employees must not commit violence against another person in the Co-operative. This violence can be real or threatened. The violence can be physical, psychological and/or sexual and includes child abuse. Co-operative Officers and Staff are authorized to call police and a children's aid society, where there is a reasonable grounds to suspect child abuse.

5.8 Domestic Violence

Under Article 9, the Board can evict a member who has committed domestic violence. The Member who experiences domestic violence must provide the Board with valid verification that domestic violence has occurred, regardless of whether the matter has been settled in court.

- (a) Domestic violence is violence against another Member of the same household. The Co-operative does not tolerate domestic violence.
- (b) The Board must have verification that domestic violence occurred. The Board will accept the following as verification from the Member who experiences the violence:
 - 1. Record of a police visit to the home due to domestic violence;
 - 2. Record of an arrest due to domestic violence;
 - 3. A restraining order or peace bond is in effect;
 - 4. Terms of bail to allow no contact

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CLARION CO-OPERATIVE HOMES INC.

5. The Member has been found guilty of assault.
- (c) With either 1 or 2 above as verification, the Member who experiences domestic violence may ask the Board to temporarily revoke the offending Member's membership and occupancy right until the matter is settled in court. If their membership is temporarily revoked and they return without the consent of the Member, the Co-operative may treat the person as a trespasser and may remove them from the property.
- (d) With either 3, 4 or 5 above as verification, the Member who experiences domestic violence may do one or more of the following:
1. ask the Board, in writing, to evict the offending member;
 2. request emergency subsidy if stated in Housing Charge Subsidy By-law; and
 3. have housing charges re-evaluated according to the new Household structure.
- (e) When a Member is ready to let a previously violent spouse, partner or co-occupant return, the Member can ask the Board in writing to reinstate that person's Membership. Article 7 applies if the Member wants that person to stay as a casual or long-term guest.
- The Board may reject an Application for Membership from the previously violent person
- (f) If someone has been evicted because of domestic violence, and returns without the consent of the victim, the Co-operative may treat that person as a trespasser and may remove that person from the property.

5.9 Maintenance and Repair

- (a) **Maintenance and Improvement By-law**

Members must obey the Maintenance and Improvement By-law.

CLARION CO-OPERATIVE HOMES INC.

The Co-operative must keep all units, Co-operative property, and all services and facilities of the Co-operative in a good state of repair and fit for habitation. It must make sure that it meets all the legal standards of health, safety, maintenance and occupancy.

(c) **Responsibility of the Member**

The Member shall maintain the unit both inside and out, and keep it at all times in a reasonable state of cleanliness and repair. The Member shall comply with all requirements of governmental authorities.

(d) **Responsibility for Repair**

The Member is responsible for the repair of damage to the property of the Co-operative caused by the Member's willful or negligent conduct or that of any other person as outlined in 5.10 of this By-law.

(e) **Neglect of Responsibilities**

Prompt attention to repairs is important to keep the co-operative in good condition. When the Co-operative requires the member to do repairs in their unit, it will be done in writing and give a time limit. The members will have 10 days to make the repairs. If the repairs have not been completed in 10 days, the Co-operative has the right to make the repairs and to charge the members the cost of the repairs, even if the Co-operative has to hire someone to do it.

(f) **Reporting Problems**

The Member is responsible to report all damages and breakage promptly to the Co-operative. The Member agrees to repair any items reasonably requested in a written Notice from the Co-operative.

(g) *Use of Sidewalks in front of Units 53-59 - insert*

5.10 Acts of Others

Members are responsible for any act or failure to act of their Household, visitors or guests. This includes any person they, or their Household, visitors or guests, invite or allow onto Co-operative

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Occupancy By-law No. 14

5.9 Maintenance and Repair

(g) Use of Sidewalks in front of Units 53-59

and behind
The sidewalks directly in front of ^{or behind} units 53-59 are specifically for foot traffic or wheelchair/walker use only. Bicycles, skateboards, rollerblades etc are not permitted as they can cause safety issues to members entering or exiting these units. Members and their children will use extreme caution around these units and always give way to anyone using a wheelchair or walker needing the use of the ramps.

✓ *This draft By-law will be voted on at the meeting. In order for the By-law to pass there must be 2/3 of those present at the meeting in favour of the motion.

Jan 2006

approved by Members

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Household, visitors or guests; invite or allow onto Co-operative property. Members may be evicted as a result of any such act or failure to act. Members will have to pay for any damages.

5.11 Conflict Resolution

Members are encouraged to resolve difference in a Co-operative manner. The Co-operative wishes to achieve a member driven resolution to all member concerns.

- (a) For the purposes of this statement "grievance" means a complaint brought by one (1) member or group of members against another for alleged violation of a policy or by-law of the Co-operative, including the right of members to quiet enjoyment of their homes. Complaints about actions or behaviour that do not relate to such policies or by-laws are not the responsibility of the Co-operative.
- (b) Grievances against a member of the Co-operative by another member or by the Co-operative as a community (as represented by the Board of Directors) will be dealt with in a common-sense manner which respects the rights of the individual member and the Co-operative as a whole.
- (c) Members are advised to take the following steps in making their legitimate grievances known:
 - 1. Talk or write to the member against whom you have a complaint.
 - 2. Be specific about your complaint so that the other person knows what happened, when and where it happened, and why you believe there as been a violation.
 - 3. If you can reach an understanding, forgive and forget.
 - 4. If you cannot reach an understanding, you may contact the Office and complete the Grievance Record Schedule J of this By-law.

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the proper size. If the Co-operative has an existing unit of the proper size, the Board will put the Member on the internal waiting list for that type of unit. The Member will be encouraged to accept the first (1st) unit offered and must accept one (1) of the first three (3) units offered.

However, the Board can decide not to require the Household to move if:

1. The situation is temporary, or
 2. The Board decides that there are special circumstances that justify letting the Household stay in the unit.
- (e) If the Board is going to consider a Decision to require the Member to move, it must give the Member as at least ten (10) days' Notice of the meeting.
- (f) The Member can attend and speak at the Board meeting, or have a representative speak. The representative can be a lawyer or another person. The Board must deliver its Decision in writing to the Member. The Member cannot appeal the Board's Decision.
- (g) The Board can evict the Member if:
1. the Member does not accept one (1) of three (3) units offered; or
 2. the Board decides not to put the Member on the internal waiting list because there are no units of suitable size.

The Board must use the procedures stated in Article 9 of this By-law.

- (h) The Board can decide not to evict the Member if:
1. the situation is temporary; or
 2. the Board decides that there are special circumstances that justify letting the Household remain in the unit.

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- (i) If the Board decides to evict the Member, the date must be at least ninety (90) days after the Board meeting that required the Member to move. If the Member was not put on the internal waiting list, the date must be at least ninety (90) days after the Board meeting that decided to evict the Member. The Board must use the procedures stated in Article 9 of this By-law.

6.3 Member-Requested Internal Moves

An internal move should always be considered a privilege, not a right, of membership.

Internal moves are expensive for the Co-operative. The Co-operative must practice sound fiscal management without causing undue financial hardship to members. Therefore, the following rules and priorities are established:

- (a) The Board of Directors must approve all internal moves.
- (b) Members will have priority over new applicants for an available unit provided that they:
 - 1. have a change in family circumstances which makes a move to a larger unit possible or a smaller unit necessary; and
 - 2. are a member(s) in good standing; and
 - 3. have one (1) year in residence before moving; review process for approval may begin following the ninth (9th) month of residence.
- (c) A request for an internal move must be submitted in writing and shall include the reasons for making the request. In ordinary circumstances, a request to move to another unit of the same size as the current one will not be considered.
- (d) If two (2) or more *in situ* members desire the same unit, priority shall be given to the member(s) demonstrating the greatest need.
- (e) All other factors being equal, priority shall be given to the member(s) who, firstly, has made a significant contribution to

the operation of the Co-op, secondly, date of application for transfer.

- (f) Prior to any unit being assigned for an internal move, the unit of the member requesting the move must be inspected and reported in satisfactory condition.
- (g) Once the internal move is approved by the Board of Directors, a new Housing Agreement must be signed.
- (h) The existing member deposit will be viewed as a "guarantee" that the unit being vacated will be left in a state of reasonable cleanliness and repair. The unit being vacated will be inspected as soon as it is empty. If this unit has been thoroughly cleaned and there is no wilful damage, then the deposit will remain the same. If the unit has not been properly cleaned or if there is wilful damage, then the Co-operative may hire cleaners or contract repairs and pay for them out of the member's deposit. If the cost of cleaning exceeds the amount on deposit, any further costs will be borne by the member. The member will be responsible to immediately reimburse the member deposit back to the appropriate level.
- (i) Whenever possible the schedule for an internal move will be worked out in such a way that neither unit remains vacant for more than fifteen (15) days.
- (j) Adult offspring of Co-operative member(s) residing with their parents who desire to establish a separate residence within the Co-operative shall ^{NOT} be eligible for internal moves under these guidelines, ~~assuming that all qualifications for membership are met~~. When appropriate in such cases, the Board may choose to waive the requirements outlined in Paragraphs (f), (g) and (h), above.
- (k) If a member is offered an appropriate unit for an internal move but refuses without a valid reason, the Co-operative reserves the right to deny any future request for an internal move from this member.

6.4 Able to Live Independently

- (a) Members must be able to live independently and take care of themselves, or arrange for their care without undue hardship on

CLARION CO-OPERATIVE HOMES INC.

the Co-operative, its Members or employees. This is an essential requirement of living in the Co-operative.

The Board can evict a Member if it decides that the Member cannot meet these conditions. However, this will not happen if:

1. the Member makes arrangements that are acceptable to the Board; and
 2. the Member signs and obeys a written agreement if the Board requires it.
- (b) The Board does not have to get medical or other expert advice when it makes a Decision under paragraph 6.3 of this By-law. It has the right to rely on the opinion and experience of the employees and Members of the Co-operative. However, the Board will consider any medical or other expert advice that the Member offers.
- (c) The Board must use the procedures stated in Article 9 of this By-law.

6.5 Sale of a Part of the Co-operative

The Board can decide to sell all or part of the Co-operative's housing units if the Members pass a Special Resolution giving it the power to do so. The Resolution should deal with the occupancy rights of the Members living in these housing units. It can deal with the position of these Members on the internal waiting list.

6.6 Government Take-over of Co-operative Ownership

- (a) When a government body takes over ownership of the Co-operative by expropriation, Members' occupancy rights against the Co-operative end on the date the take-over is final.
- (b) Members cannot profit from the take-over. This does not include any compensation from a government body for disturbance or moving expenses. Members must pay any other compensation to the Co-operative. The Co-operative has the right to take any necessary action to obtain that compensation. This includes the right to sue or make any other claim in the name of the Member.

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6.7 Damage by Fire, etc.

- (a) If there is major damage affecting a large number of units, the Board will examine the situation and propose a solution. The Membership will make the final Decision in a Members' meeting.
- (b) If only one (1) or a small number of units are damaged, the Board will consult with the Members living in the units to deal with the situation. If the Members do not agree with the proposed solution, the Membership will make the final Decisions in a Members' Meeting. These Decisions will have priority over the Member Selection By-law (for example, in questions about priority on a waiting list).
- (c) The Board and Members will consider questions such as the following:
 - 1. Should the unit be repaired?
 - 2. How quickly?
 - 3. When will the Member be required to move out?
 - 4. When will the Member be entitled to move back?
 - 5. Will there be any charges to the Member during the period? and
 - 6. Are there any available units that the Member can occupy until their unit is repaired? Should there be any priority on the Co-operative's internal or external waiting list?
- (d) The Co-operative does not have to provide a housing unit, or pay for increased housing charges, or rent to an outside landlord, or any other costs, because of damage.

ARTICLE 7**Occupancy by Members****7.1 Policy**

- (a) In the Co-operative's By-laws, Household means:

1. a Member;
2. any other Members living in the unit;
3. persons under sixteen (16) living in the unit;
4. persons who have turned sixteen (16) and continue to live in the unit; and
5. any Long Term Guest or Casual Guests approved by the Board under paragraph 7.5 of this By-law.

The Co-operative does not consider anyone else as part of a Member's Household except for the purpose of subsidy determination. Other persons can live in a Member's unit only as Casual Guests. Members must not allow anyone other than the persons referred to above to use their unit.

- (b) This By-law applies to Member units. The Co-operative does not have to follow the procedures in this By-law when dealing with Non-Member units or non-residential spaces, if any. Any leases, agreements or applicable laws govern the Co-operative's relations with them. Parts of this By-law apply to non-Members living in a Member unit.
- (c) Occupants of a Member unit who are Non-Members have:
 1. no greater right to occupy the unit than the Members who occupy it, or any right to occupy it independent of the Members;
 2. no right to occupy any other unit in the Co-operative; and
 3. no right to a place on the Co-operative's internal waiting list.

7.2 Additions to Household

Members may wish to add to their Household someone over sixteen (16) years of age that is not a Member. That person must apply for Membership in the Co-operative or for Board approval as a Long Term Guest. That person can occupy the unit as a Casual Guest while

waiting for the Board to decide. If the Board refuses to approve the application for Membership, that person can occupy the unit only as a Casual or Long Term Guest if permitted under paragraphs 7.4 or 7.5 of this By-law.

7.3 Persons Sixteen Years of Age

If a person who is part of a Member's Household turns sixteen (16), that person may apply for Membership in the Co-operative. If a person who is part of a Member's Household turns eighteen (18) and is not a Member, that person must apply for Membership in the Co-operative. If they fail to apply for Membership, then they will be considered a Long Term Guest and the Board may cancel or change their Long Term Guest status at any time, as stated in paragraph 7.5

7.4 Casual Guests

- (a) Members can have only a reasonable number of guests at any one (1) time. All guests must be registered with the Co-operative within seven (7) days of occupancy.
- (b) Members must have the Board's permission to permit a guest to stay for more than one (1) month for a single visit. Normally this would only be for up to two (2) additional months. Members must have the Board's permission to allow a guest to spend a total of more than three (3) months in a unit for any number of visits during any twelve (12) month period. The Board can choose the twelve (12) month period.
- (c) The Board normally allows a single visit to last for no more than three (3) months. When the Board gives permission for any visit, it:
 - 1. sets the time limit for the visit;
 - 2. can decide to include the income of the Casual Guest when calculating Household income for a housing charge subsidy (housing charges would increase effective the move in date of the guest); and
 - 3. can set reasonable conditions that must be met by the Member or by the guest.

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7.5 Long Term Guest

- (a) Members can have only a reasonable number of guests at any one (1) time. All guests must be registered with the Co-operative within one (1) week of occupancy.
- (b) The Board can allow Members to have a guest for an indefinite period. These guests are Long Term Guests in this By-law. Examples include:
 - 1. family Members who are part of a Member's Household;
 - 2. live-in employees;
 - 3. additions to the Household who have been refused Membership; and
 - 4. others whom the Member invites.
- (c) Members and their guests must sign a Long Term Guest Agreement such as Schedule "B" of this By-law. The Board can set reasonable conditions that must be met by the Member or by the guest.
- (d) The Board can cancel Long Term Guest status or change the terms of the Long Term Guest status at any time. The Board must give ten (10) days' written Notice to the Member and the guest of any meeting where it will be discussed. The Board must give written Notice to the Member and the guest that it has ended the Long Term Guest status within five (5) days after it has decided to do so. The Board decides when the Long Term Guest status ends. There is no right of appeal. The Member must ensure that the Non-Member guest vacates the unit by the date decided by the Board. After the date determined to vacate the unit the Long Term Guest will be considered an unauthorized guest and grounds for eviction.
- (e) The income of Long Term Guests is to be included in the Household income when housing charge subsidy is calculated. Housing Charges will increase effective the date of move-in of the Long Term Guest.

7.6 Principal Residence

All Members must use their Co-operative units as their principal residence and personally occupy them. Members may not be absent from their unit for a total of more than one (1) year in any five (5) year period without the permission of the Board. The unit must remain their principal residence while they are absent. The Board can choose the five (5) year period. Members will be considered absent from their units even if they visit them for short periods.

7.7 No Transfer of Occupancy Rights

Members cannot transfer their occupancy rights to anyone else.

7.8 Sub-Occupancy

Members cannot allow someone to occupy their unit as a sub-occupant.

7.9 No Profit

- (a) Members must not profit, directly or indirectly, from sharing expenses with anyone using their unit.
- (b) Members must not profit when they give up occupancy rights, or allow others to use their unit. Members must pay any profit to the Co-operative.
- (c) The Co-operative can ask Members to prove that they are not profiting from any arrangement with guests or Long Term Guests of their unit. If asked, Members must give complete details of any arrangement. This request can include sworn statements about the arrangement from everyone involved.
- (d) Some examples of profit are key money, and placing too great a value on the furnishings of a unit. Profit does not include guests or Long Term Guests paying their fair share of the housing charges. Profit does not include paying a reasonable charge for meals, cleaning, etc. (if it is not a hidden profit on the housing charges).

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7.10 Co-operative Employees

- (a) A permanent employee of the Co-operative cannot be a Member of the Co-operative. If the Board decides that the employee's duties make it necessary to live in the Co-operative, the employee will be a tenant of the Co-operative. The *Tenant Protection Act* applies to this tenancy.
- (b) The Board must make sure that there is a written agreement with the employee stating that the employee's tenancy ends at the same time that the employment ends.

7.11 Persons in Units that Become Part of the Co-operative

- (a) Persons who occupy units, which become part of the Co-operative can apply for Membership if they have not already done so. If they do not apply, or are not accepted, they will be tenants of the Co-operative.
- (b) The *Act* Designates units which become part of the Co-operative as Non-Member units. If all of the occupants that are sixteen (16) or older give written Consent, the Board, or a committee of at least two (2) Directors selected by the Board, can end the designation as a Non-Member unit. Even if the occupants become Members, they will still have to give written Consent.
- (c) If a Co-operative housing unit was occupied on August 24, 1992, (the day that the *Co-operative Corporations Statute Law Amendment Act* became law), but none of the occupants was a Member, the *Act* Designates this unit as a Non-Member unit. If all of the occupants that are sixteen (16) or older given written Consent, the Board, or a committee of at least two (2) Directors selected by the Board, can end the designation as a Non-Member unit. Even if the occupants become Members, they will still have to give written Consent.
- (d) If a non-Member unit is vacant, or going to be vacant, the Board can designate it a Member unit when it is vacant or as of when it becomes vacant.

7.12 Death of a Member

- (a) If a Member dies and no other Members occupy the unit, the Member's estate will be responsible for housing charges until the end of the second (2nd) month after the death. The estate must remove all of the Member's possessions by the end of the second (2nd) month after the death.
- (b) Non-Members living in the unit after a Member's death, or the guardian of the Member's children, can apply for Membership. If they are accepted, the Board can allocate the unit to them without following the Member Selection By-law. If they do not apply for Membership or their application is rejected, the Board can evict them without using the procedures in Article 9.

7.13 Notification of Absence

The Member agrees not to abandon or permit the unit to be vacant for a consecutive period exceeding thirty (30) ^{90 Day} days or, during the regular heating season, for a period exceeding three (3) days, without the prior written notification to the Board or its Designated representative. This notification should include information on how to contact the Member, name and phone number of the person(s) responsible for checking your unit during your absence, who will be collecting your mail and how housing charges will be paid (if applicable).

ARTICLE 8

Members Who End Their Occupancy

8.1 Procedures

- (a) If Members want to end their occupancy in the Co-operative, they must give written Notice of at least sixty-five (65) days. The Notice period must end on the last day of a month. The Members' right to occupy their unit ends at the end of the Notice Period.
- (b) Members cannot withdraw a Notice without the Board's consent. The Board can refuse to allow Members to withdraw the Notice. Members cannot appeal the Board's Decision.
- (c) Members have full rights and obligations during the Notice Period. If Members move out of their unit, they are still

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responsible for their ongoing obligations until the end of the Notice Period, and for any previous obligations still outstanding at the end of the Notice Period.

- (d) If the Co-operative needs to get possession of a unit of a Member who has given Notice, the Board can follow the procedures stated in 171.14 of the *Act* or take any other action. It can do this before or after the day on which the Member should leave. In this case, the Board does not have to follow the procedures in Article 9 of this By-law.
- (e) If Members give less Notice than required, the Members must still move out by the date in their Notice. The Board may enforce the Notice. However, the Members are responsible for their ongoing obligations until the date they should have used in their Notice, unless the Co-operative is able to allocate the unit before then.

8.2 Withdrawal from Membership

A Notice to End Occupancy will also be considered a Notice of Withdrawal from Membership. Any Withdrawal from Membership without ending occupancy will not be valid.

8.3 Vacant Unit

If a unit is vacant, the Co-operative can take possession. The Member's occupancy rights end on the day that the Co-operative takes possession. It will be considered that the Member has withdrawn from Membership at the same time.

8.4 Members No Longer Living in the Co-operative

This section applies when a Member stops living in a Co-operative unit as a principal residence, but other Members of the Co-operative remain in the unit. It will be considered that the Member has given Notice to Withdrawal from Membership on the first (1st) day the Member no longer lives in the unit. The Member's occupancy rights also end on that day. The Member is still responsible for all obligations to the Co-operative up to the date the Member stops living in the Co-operative.

8.5 Founding Board Members

Someone who has been a Member of the Co-operative before it has any housing units ready for occupancy has no right to a unit of housing unless they go through the ordinary unit allocation procedures of the Co-operative. Anyone who was a Member at the time the Co-operative first obtained a unit of housing ready for occupancy will automatically cease to be a Member of the Co-operative three (3) months after that date unless:

- (a) a unit is allocated to them before the end of the three (3) month period (whether or not the unit is ready for occupancy), or
- (b) the person is still a Director of the Co-operative. In this case, Membership will cease as soon as they are no longer a director.

ARTICLE 9

The Co-operative Evicts a Member

9.1 Terms Used in This By-law

The *Act* uses the term "terminating Membership and occupancy rights" when referring to Members. In this By-law this act of the Co-operative is referred to as "evict the Member" or "eviction". Copies of the rules in the *Act* that apply to ending the Membership and occupancy rights of a Member are contained in Schedule I.

9.2 When the Co-operative Can Evict a Member

- (a) The Board can evict a Member if the Member:
 - 1. owes housing charges to the Co-operative at the time of the Board Meeting;
 - 2. has been repeatedly late in paying housing charges;
 - 3. has broken the By-laws (or the policies or any occupancy agreement or other agreement with the Co-operative) in a way the Board considers serious; or
 - 4. has repeatedly broken the By-laws (or the policies or any occupancy agreement or other agreement with the Co-

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operative) in a way the Board considers serious, even if the Member has corrected the situation when given Notice.

- (b) The Board can also evict a Member if someone the Member is responsible for, under the By-laws, has done any of the above.
- (c) The Board can evict a Member under paragraphs 6.2 and 6.3, a Decision referred to in paragraph 6.4 and a Decision on Membership referred to in paragraph 6.6 of this By-law.

9.3 How the Co-operative Can Evict a Member

- (a) The Board must make a Decision by majority vote to evict a Member. The Board can base its Decision on the model Eviction Decision in Schedule E of this By-law.
- (b) Before making an eviction Decision, the Board must give written Notice to the Member of a Board Meeting to be held to consider the eviction of the Member. This Notice must be given to the Member at least ten (10) days before the meeting. A Director or General Manager must sign the Notice.
- (c) The Notice must state:
 - 1. the time and place of the Board Meeting; it may also state a time when the Board will discuss the Member's eviction during that meeting;
 - 2. the reasons for the proposed eviction;
 - 3. the Member's unit;
 - 4. the proposed eviction date; and
 - 5. the fact that the Members need not vacate the unit, but that the Co-operative may obtain a Writ of Possession after it evicts the Member.
- (d) The Board can choose a later date to continue the discussion about eviction. If the meeting is continued at another time, the Board does not have to give Notice of the continued meeting as long as the time and place is announced at the original meeting.

(e) The Notice must state the proposed eviction date. The date to be inserted in the Notice will be the following number of days after the Board Meeting:

1. ten (10) days if the Member owes charges to the Co-operative;
2. one (1) day in the case of domestic violence;
3. thirty (30) days if the Member is unable to live independently, as in paragraph 6.3 of this By-law;
4. ninety (90) days if the Member's Household size breaks the Co-operative's occupancy standards and the Co-operative does not have a unit of appropriate size;
5. thirty (30) days if the Member's Household size breaks the Co-operative's occupancy standards and the Member refused a unit of appropriate size, or the date that is ninety (90) days after the Board Meeting which decided the Member should move, whichever is later; or
6. thirty (30) days for all other reasons.

The Board can decide that the eviction date will be later than the date given in the Notice.

(f) The Notice must state that the Member has the right to attend and speak or present written material at the meeting, or have a representative speak. The representative can be a lawyer or any other person. It must also state that the Member has the right to appeal the Board's Decision to a General Meeting of the Members.

The Notice must contain the information in the model Notice to Appear in Schedule D of this By-law.

(g) If the Board decides to evict a Member, it must give the Member a written Notice of Eviction Decision and Eviction Notice. The Notice must be given within five (5) days of the meeting. The Secretary, any Director or the General Manager must sign the Notice.

The Eviction Decision of the Board may be in the form of the model Eviction Decision attached as Schedule E of this By-law.

The Eviction Notice may be in the form of the model Notice of Eviction Decision attached as Schedule F of this By-law.

9.4 Right of Appeal

- (a) A Member can appeal the Board's Decision. If the Member appeals, the Decision is not effective until the appeal is decided or withdrawn.
- (b) A Member who wants to appeal must give a written Notice of Appeal to the Co-operative office within seven (7) days of the date on which the Notice of Eviction Decision was given to the Member.
- (c) When the Co-operative receives a Member's Notice of appeal the Co-operative must:
 - 1. call a General Meeting of the Members, giving proper Notice; or
 - 2. put the matter on the agenda for another General Meeting of Members.

However, there must be at least fourteen (14) days between the date the Notice of Appeal is received and the date of the General Meeting to discuss the appeal

- (d) Everyone who receives Notice of the General Meeting should also receive copies of any written statements that the Member included with the Notice of Appeal (this right is limited by the *Act*) and documents supporting the Board position regarding the eviction.
- (e) The Member appealing the Decision has the right to attend and speak at the meeting, or have a representative speak. The representative can be a lawyer or any other person.
- (f) The meeting can confirm the Board's Decision, or replace it with any other Decision that the Board could have made.
- (g) The Board's Decision is confirmed if:

NEW EVICTION LAW AND MEMBER EVICTION APPEAL Amendment

Article 9: APPEALS TO MEMBERSHIP

1.1 When a Member Can Appeal

A member cannot appeal a Board of Directors' eviction decision to the membership if the grounds of termination are:

- Arrears
- Domestic violence
- An act involving drugs or violence
- An illegal act, or
- An act or failure to act that impairs the safety of others.
- Persistently late

1.2 How to Appeal

a) Notice of appeal

A member who wants to appeal other Board of Director eviction decisions not listed in ^{1.1}~~1.1~~ above, must give written notice to the co-op office within seven days after notice of the eviction decision was given.

b) Member's statement

A member who appeals can include a written statement with the notice of appeal. The board of directors will give a copy of the statement to each member with the notice of meeting or separately before the meeting. This paragraph is limited by the *Co-operative Corporations Act*.

c) Board statement

If the member delivers a written statement that is distributed to the membership, the Board of Directors can deliver a written statement in response.

d) Date of members' meeting

The members' meeting to decide on the appeal must be at least fourteen days after the notice of appeal is received. The board of directors can call a special meeting to decide on the appeal or put the appeal on the agenda for another members' meeting.

1.3 Appeal Information

a) Limited information on agenda

When an eviction appeal is on the agenda for a members' meeting, the agenda will only state that there is an appeal, the name of the member or members who appealed, the unit address and a short statement of the grounds for eviction.

b) Information package

The co-op will prepare an information package that includes only:

- the Notice to Appear including anything attached to it
- the eviction decision
- other written information that was presented by the member or anyone else at the board meeting that made the decision.

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The information does not include a member's statement referred to in sections 1.2(b) (Member's Statement) and 1.2(c) (Board Statement). Those sections will apply if the member delivers a statement under them.

c) Personal information about others in information package

The board may decide to omit names and/or personal information about others from the information package unless those persons give written consent to include that information.

d) Available at office and at members' meeting

Members may come to the co-op office during ordinary office hours after delivery of the agenda and before the members' meeting and read the information package. The information package will be available to all members at the meeting. Copies may not be made except by the co-op and the member who appealed.

e) Request to distribute information

The information package will not be distributed in advance of the meeting unless the member who appealed requests it before delivery of notice of the meeting. In that case the Notice to Appear and eviction decision will be distributed, but the board may decide not to distribute some or all of the other information.

f) Disclosure at members' meeting

Discussion at the members' meeting will normally be limited to things mentioned in the information package. If the member or member's representative brings up other things, then the board or staff can disclose other relevant information, including personal information about the member.

g) Personal information about others at members' meeting

If anyone wishes to raise personal information about others that is not in the information package, section XX.x (b) of this bylaws applies (When members raise things about someone else). This may limit the information that can be stated by the board, staff or member who appealed.

1.4 Procedure at Members' meeting

a) Chair

The board will decide whether the meeting will be chaired by the president, another director or an outside person.

b) Member and representative can attend meeting

The member who appealed has the right to attend and vote at the members' meeting. The member can have a lawyer or other representative at the meeting. The member and any representative can speak at the meeting. They can also deliver written statements at the meeting.

c) No taping

People present at the meeting can take notes but cannot record the meeting, whether by tape or any other device.

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CLARION CO-OPERATIVE HOMES INC

d) Secret ballot

Voting on motions about the eviction decision will be by secret ballot. This does not include procedural motions, such as a motion to end debate.

e) Quorum

The quorum at the meeting will be the normal quorum as stated in the Organizational bylaws. If the quorum is not present thirty minutes after the meeting is scheduled to start, or a quorum is not present at the time of the vote, the board decision is confirmed. The meeting cannot be continued on a later date.

f) Membership decision

The members' meeting can confirm the Board of Directors' eviction decision, or replace it with any other decision which the board could have made. This includes changing any terms and conditions for a performance agreement or a conditional eviction. A simple majority vote is needed. The board decision is confirmed if the meeting does not pass a motion to change the board decision.

g) Effective date of decision

If a member appeals an eviction, the decision is not effective until the appeal is decided or dropped. If the appeal is not successful, the termination date will be the latest of:

- the second day after the members' meeting
- the date stated in the eviction decision

Approved by the Board of Directors: February 18, 2016

Approved by the Membership: March 21, 2016

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1. the meeting does not make a Decision to change the Decision, or
 2. a quorum is not present at the meeting or at the time of the vote.
- (h) If the appeal is unsuccessful, the eviction date will be two (2) days after the General Meeting, or on the date stated in the Notice of Eviction Decision, whichever is later. However, the General Meeting can set a later date for eviction.
- (i) An appeal is considered withdrawn if the Member submits written verification they have withdrawn the appeal or the Member vacates the unit prior to the date the appeal was to be heard by the Membership.

9.5 Legal Action

- (a) The Board can decide to take legal action as a result of Decisions under previous sections. The Board does not have to wait until the eviction date to start legal action.
- (b) The Board can choose someone to deal with legal actions for the Co-operative. It can do this either by making it part of that person's job description or by a Board Decision. This person can:
1. give all necessary instructions to the Co-operative's lawyers, and
 2. make a settlement or other agreement after consulting with the Co-operative's lawyers.

For example, there could be a Performance Agreement or similar agreement worked out. The Board can limit the person's authority by a Board Decision.

9.6 Performance Agreements

- (a) The Co-operative can sign a Performance Agreement with the Member. When a Member and the Co-operative sign a Performance Agreement, any outstanding eviction Decision is cancelled unless the Performance Agreement suspends the

CLARION CO-OPERATIVE HOMES INC.

Decision instead. If the Decision is suspended, the Performance Agreement will set out how and when the Co-operative may act on the Decision. This will include:

1. what the Member must do to break the agreement before the Co-operative can act on the eviction Decision; and
 2. what the Co-operative must do before it can act on the eviction Decision, including what Notice must be given to the Member.
- (b) The Performance Agreement may state how the Member will:
1. carry out obligations in the future
 2. correct any past problem
 3. compensate the Co-operative for any losses; and
 4. set out what the Co-operative may do if the Member breaks the agreement, including acting on any Eviction Decision that has been suspended.

The Board must authorize every Performance Agreement except under paragraph 9.5(b). It can authorize an employee, director or committee, formal or informal, to decide on the details of the agreement and sign it.

- (c) The Board can use the model Performance Agreements in Schedules G and H of this By-law
- (d) If the Member breaks the Performance Agreement, the Co-operative can act on any suspended Eviction Decision if it follows the requirements of the Performance Agreement. If there is no suspended Decision, then the Board must start the procedure to evict the Member over again. In that case, breaking the Performance Agreement does not itself give the Co-operative the right to evict the Member. However, any statements in the agreement, and the fact that the Member broke the agreement, may be taken into consideration by the Board, the Members or a judge.
- (e) When signing a Performance Agreement, the Board can decide that an Eviction Decision will be cancelled when the Member:

1. pays the amounts owed, or
2. has met the requirements of the Performance Agreement.

9.7 Non-Members in a Member Unit

In dealing with non-Members who are occupying a Member unit, the Co-operative may take any procedure permitted by law as long as it does not break this By-law.

ARTICLE 10 Miscellaneous

10.1 Information of a Member

- (a) If Members appeal a Board Decision, or bring up a discussion at a Members' Meeting involving information about themselves, the Board can disclose other relevant information about the Members.
- (b) If Members appeal a Board Decision about another Member, or brings up a discussion at a Members' Meeting involving information about another Member, they must get the other Member's written approval first. Then the Board can allow Members to discuss that information about the other person concerned and the Board can disclose other relevant information about the Member concerned. If that person does not give approval, the discussion is out of order.

10.2 References to Other By-laws

Some terms in this By-law contain references to other By-laws of the Co-operative. If those other By-laws have not been passed by the Co-operative, the Board will decide any matters that would have been included in any By-law.

10.3 Serving Documents

When the Co-operative serves documents to Members in connection with an eviction, it must follow this procedure:

CLARION CO-OPERATIVE HOMES INC.

- (a) A separate copy of the Notice will be given to each Member being evicted, and to any Member who has left the unit
- (b) If a Member is absent or evading Notice, the Notice can be given by:
 - 1. handing it to any apparently adult person at the unit,
 - 2. posting it in a conspicuous place on some part of the unit (for example, taping it to the door), or
 - 3. sending it by registered mail to the person at the unit (and allowing the extra three (3) days required by the *Act*).

10.4 Pets

- (a) Since there is a limit to the number of pets that can be easily accommodated in a sixty-nine (69) unit Co-op, Members will be encouraged to keep no more than two (2) such pets. The Board of Directors will endeavour to show compassion when considering requests by a Member Household to keep more than two (2) such pets.
- (b) Members shall not keep vicious or "exotic" animals.
- (c) Pet owners must not permit their pets to create a nuisance or noise inside or outside their residence that will cause a disturbance to any other Member.
- (d) No animals may be permitted to roam free.
- (e) Pet owners are expected to clean up or repair damage by their pets immediately after any mess is created or damage done. Patios and garages are not to be used as pet toilet facilities. All cat owners must provide indoor facilities for their cats.
- (f) Pet owners will be charged for all repair costs as a result of damage to the unit caused by their pet(s).
- (g) All dogs must be leashed when on communal Co-operative property. Even when on a leash, dogs may not be left unattended outside a unit for more than two (2) hours.

- (h) All dogs are to be restricted within the unit boundaries, except when accompanied to be exercised off the Co-operative property.
- (i) Animal Control will be called in to deal with any stray animals found wandering loose and caught on Co-operative property.

10.5 Vehicle Control

- (a) For the purposes of this statement, the term "vehicle" shall be construed to include cars, vans, trailers, motorcycles, tent trailers, boats on trailers, and all such conveyances.
- (b) No more than two (2) vehicles per Household may be kept on Co-operative property. Any additional vehicles must be parked permanently off-site, unless granted written permission from the Board.
- (c) All Members who have a garage are expected to park one (1) vehicle in it.
- (d) Parking is designated for each of the three (3) apartments and the staff. Only vehicles for which these spots are designated are to be parked in them.
- (e) Member's cars, when parked in front of their unit, must have all wheels off of the blacktop.
- (f) Members with two (2) vehicles, who cannot park with all wheels off of the blacktop, are permitted to park their second (2nd) car in the visitor parking.
- (g) Members, who, due to vehicle shape, size or type, may require special attention, may address their concerns to the Board of Directors in writing and may not use this as an excuse for violating the policies and By-laws of the Co-op.
- (h) Vehicles may not be parked on any internal road. These roads are designated as fire routes.
- (i) Vehicles may not be parked on any grassed area.

- (j) Visitors must park in the Visitors' spaces or in the driveway of the Member being visited. Residents are responsible for informing their visitors of regulations.
- (k) The license numbers of all vehicles owned or operated regularly by residents must be registered with the office.
- (l) The speed limit on internal roads is ten kilometers (10 km) per hour.
- (m) Any two (2) Members of the Co-operative witnessing an obvious infraction of the speed limit may report it in writing to the office.
- (n) Only minor maintenance of vehicles may be performed on Co-operative property. Major repairs (motors, transmissions, bodywork, etc.) may not take place on Co-operative property at any time. After oil changes, the used motor oil must be disposed of at a hazardous waste depot.
- (o) Members are expected at all times to keep their vehicles in such a state of repair that they cause no excessive noise. Any two (2) Members of the Co-operative observing excessive noise emissions may report it in writing to the office.
- (p) All vehicles parked on Co-operative property must be licensed and have a valid registration sticker; no derelict vehicles may be stored on Co-operative property.

10.6 Errors or Omissions in Procedures or Notices

A minor error or omission in any action taken or Notice given will not affect any Decision made by the Board and/or Members. A Member can accept any minor defect in the Co-operative's procedures. The Member can do this in writing, orally, or by not objecting at the appropriate time.

This By-law was passed by the Board of Directors of Clarion Co-operative Homes Inc. on the 22nd day of October, 2001.

Director

Director

10.5 Vehicle Control and Parking Amendment

VEHICLE CONTROL AND PARKING

PURPOSE:

- To provide a safe community environment
- To ensure a fair and equitable system for members' vehicle control and parking.
- To ensure a sustainable vehicle control and parking system.
- To discourage and prevent non-member parking.

POLICY:

1. **CO-OP SPEED LIMIT:** The speed limit on all co-op's internal roads is ten kilometers (10 km) per hour.
2. **VEHICLE CONTROL:**
 - a) All vehicles on co-op property are registered and assigned a designated parking pass that will be controlled and distributed by the Office as set out in the Vehicle Control and Parking Procedure. All members are required to prominently display parking passes on their vehicles when parked at the co-op.
 - b) The co-op is required to provide one (1) parking spot for each household. All Members who have a garage are expected to park one (1) vehicle inside the garage.
 - c) Five (5) parking spots are designated for three (3) apartments and two (2) co-op staff. Only vehicles from apartment members and staff are permitted to be parked in them.
 - d) For the purpose of this policy, the term 'vehicle' shall include cars, vans, trailers, motorcycles, tent trailers, boats on trailers, and all such conveyances.
 - e) Oversize vehicles (such as trailers, tent trailers, boats on trailers, and all such conveyances) and large commercial work vehicles (such as tow trucks, cube vans, etc.) will not be permitted on co-op property.
 - f) No more than two (2) vehicles per member household may be kept on co-op property.

Members who use a company car (ie. taxi cab) for work must register the vehicle as part of their household vehicle list. A parking spot (garage, unit driveway or reserve parking spot) will be assigned and used.

Members with second household vehicles will be assigned to park at the unit driveway in front of the garage as long as the rear tires of the second vehicle do not touch the blacktop asphalt. If this is not possible, the additional vehicle must be parked off site unless written permission has been granted by the Board of Directors for a reserved parking spot subject to availability and on a first come first serve basis. A fee for the assigned reserve spot may be applied.

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CLARION CO-OPERATIVE HOMES INC

Members needing extra parking space are encouraged to consider asking another co-op member's permission to park at their driveway.

Any additional vehicle must be parked permanently off-site unless written permission has been granted from the Board for a reserved parking spot.

- g) Members who may wish special parking consideration due to the shape, size or type of their vehicle may address their concerns in writing for the Board of Directors to consider.

3. **VEHICLE REGISTRATION:** All information about vehicles that are owned and operated regularly by members in the co-op unit must be reported to the co-op office annually on the Annual Household Information form (vehicle type, colour, license plate number, and driver) and during the year if there are any changes, additions or deletions to the information on file.

In the event that a member acquires a new vehicle and still has the old vehicle, the office may grant a temporary permit and a designated parking spot for up to 15 days until it can be disposed of or sold.

Member vehicles that are registered and assigned a parking spot (Garage, unit driveway, or designated parking) will not be allowed to park in Visitor Parking.

All vehicles parked on Co-op property must be in good repair, licensed and have a valid registration sticker; no derelict vehicles may be stored on Co-operative property.

Vehicles not in working order, excessively noisy, in poor repair, or those considered abandoned will be removed off the co-op property by the member within 15 days of notice. Failure to remove the vehicle will result in the vehicle being removed at owner's expense.

4. **NO PARKING:** Vehicles are not to be parked on any internal roadways in the co-op. These roads are designated as fire routes.

Vehicles may not be parked on any grassed area in the co-op.

Vehicles are not to park in areas designated for winter snow removal from December 1 to March 31 yearly.

5. **VISITOR PARKING:** Visitors must park in the designated visitor parking spaces or in the driveway of the member they are visiting. Member residents are responsible for informing their visitors of the co-op Vehicle Control and Parking Policy.

Designated visitor parking spaces will be used by visitors only. Visitors may park in the co-op from 6:30 am – 11:30 pm daily.

All members will be issued 'overnight' visitor tag to be used by visitors who stay after 11:30 pm or arrive before 6:30 am.

Members who have guests with more than one vehicle visiting from afar who plan to stay at the member's unit for longer than seven (7) days, will need to request overnight visitor parking tags in writing to the co-op office. A temporary overnight parking pass will be issued for a

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CLARION CO-OPERATIVE HOMES INC

specific period and it will need to be displayed on the vehicles parked overnight. Members are encouraged to ask a co-op friend or neighbor permission for those guests to park in their driveway or use their overnight parking pass.

6. **VEHICLE REPAIRS ON CO-OP PROPERTY:** The co-op permits safe minor maintenance of vehicles to be performed on co-op property. Vehicles under minor repair are to be safe, supervised and not left unattended. Major repairs (motors, transmissions, bodywork, etc.) may not take place on co-op property at any time. After oil changes, the used motor oil must be disposed of at a hazardous waste depot.
7. **REPORTING VEHICLE CONTROL & PARKING VIOLATIONS:** Any two (2) Members of the Co-operative who are witness to speeding, excessive vehicle noise emissions, unlicensed/expired sticker, and parking violation, may report it in writing to the co-op office.

VEHICLE CONTROL AND PARKING PROCEDURES:

1. All members with vehicles must register their vehicles with the co-op office.
2. A valid parking spot and parking pass will be issued for each registered vehicle in the co-op.
3. The pass must be displayed on the vehicle visible through the windshield and parked in the assigned spot to which it is registered.
4. If a vehicle parked on co-op property, including in the unit driveway that is found to have an improper pass it may be ticketed or towed.
5. All passes must be returned to the co-op office upon termination of membership or when the member no longer requires the parking pass. Each of these situations renders the pass invalid. Members will be charged \$5.00 for each pass that is not returned within a reasonable time frame, i.e. returned the first day of office hours after the pass is no longer valid. Members will be charged \$5.00 for each pass that is lost.
6. A monthly parking surcharge will be paid with the members monthly housing charges to Members who use designated reserved parking spots.

Approved by the Board of Directors: February 18, 2016

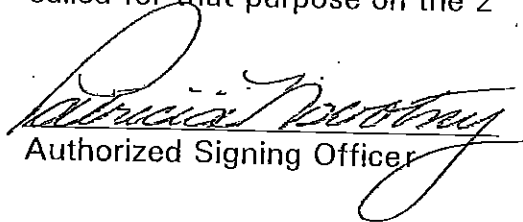
Approved by the Membership: March 21, 2016

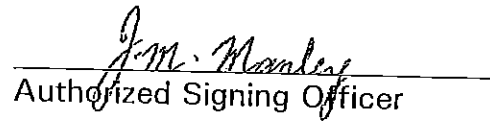
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This By-law was confirmed by at least two-thirds (2/3) of the votes cast by the General Membership of Clarion Co-operative Homes Inc. at a meeting called for that purpose on the 2nd day of November, 2001.


Authorized Signing Officer


Authorized Signing Officer

CLARION CO-OPERATIVE HOMES INC.

Occupancy Agreement

(Schedule A)

Please print or type. Add additional pages if necessary.

List each Member in the Member Unit:

1
2
3
4

Address of Member Unit:

5__ Morning Calm Drive, Unit # , Cambridge, Ontario N1R 8G__
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Date of Occupancy:

IN CO-OPERATIVE:	IN UNIT (IF DIFFERENT):
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If you are receiving housing charge assistance, Appendix C, "Terms of the Member's Housing Charge Subsidy" is part of this Agreement.

Membership Terms:

1. The Co-operative gives you the right to occupy a unit.
2. The main terms of your occupancy rights and obligations are contained in the Occupancy By-law. The remaining Co-operative by-laws also contain rights and obligations of members. You agree to obey all Co-operative by-laws and decisions made by the board and Co-operative members.
3. Under the *Co-operative Corporations Act* and the Co-operative's by-laws, the Co-operative can change the terms of membership and occupancy. You are entitled to a notice of all general meetings where members will decide on these changes. You are also entitled to attend and vote at these meetings. You will be bound by these changes even if you do not agree with them.
4. If there is a conflict between the Co-operative's by-laws and this Agreement, the Co-operative's by-laws, including the schedules and appendices, have priority.

By signing this Agreement, you acknowledge receiving a copy of it. You are responsible for reading and understanding this Agreement. You are entitled to ask any questions and to have them answered.

Signature(s) of Member(s):

1.	Date:
2.	Date:
3.	Date:
4.	Date:

Signature for the Co-op:

CLARION CO-OPERATIVE HOMES INC. by:	Date:
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OCCUPANCY AGREEMENT

Appendix A

Charges to the Member(s)

List each Member in the Member Unit:

Please print or type. Add additional pages if necessary.

1.	
2.	
3.	
4.	

Address of Member Unit:

5	Morning Calm Drive, Unit #	,	Cambridge, Ontario	N1R 8G
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These figures may change from time to time.

Monthly Charges as of _____, 20__

Housing Charge

Housing Charge Subsidy

Your Housing Charge is:

Parking Charge

Other _____

Your Total Charge is:

-	
-	
+	
+	

Member Deposit:

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Signature(s) of Member(s):

1.		Date:
2.		Date:
3.		Date:
4.		Date:

OCCUPANCY AGREEMENT

Appendix B

Member's Household

Please print or type. Add additional pages if necessary.

Address of Member Unit:

5__ Morning Calm Drive, Unit #. , Cambridge, Ontario N1R 8G__

List each person in the household (including birthdate for those under 16):

Birthdate (under 16)

1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

I/We agree to give prompt written notice of any change in my/our household size or the persons who make up my/our household. This includes any long-term guests.

Signature(s) of Member(s):

1.	Date:
2.	Date:
3.	Date:
4.	Date:

OCCUPANCY AGREEMENT
Appendix C
Terms of the Member's Housing Charge Subsidy

1. The Co-operative members decide on the housing charge as stated in the Occupancy By-law. The Co-operative will reduce the member's housing charge by the amount of the subsidy that the member is entitled to. This amount is determined under the Housing Charge Subsidy By-law (if any) or in a decision of the Co-operative. The Housing Charge Subsidy By-law has priority.
2. Once a year the member will have to update the record of all persons in the member's household and their incomes. The member will have to give proof of current household income and the income for the previous year. The member must include the income of any casual or long-term guests if the Co-operative asks for it.
3. The member must report the following changes to the Co-operative within ten ³⁰~~10~~ days after they happen:
 - (a) an increase of more than \$100 per month in the member's adjusted household income,
 - (b) an increase in the member's shelter or housing cost allowance if the member receives Social Assistance, or
 - (c) any change in the source of the household income.
4. The Co-operative will investigate the member's financial situation when it decides on the member's subsidy. The member must give the Co-operative any information it needs for this investigation. This includes the member's household income, size or any other relevant information. The member must make sure that all persons in the member's household also give all necessary information to the Co-operative.
5. The member agrees that the Co-operative can receive, through its employees or agents, credit information from any credit agency or other source. The member must have all persons in the member's household sign an authorization for a credit check.
6. The Co-operative can end the member's right to a subsidy if the member or anyone in the member's household does not give any information that the Co-operative asks for. The member's subsidy ends if the member or anyone in the member's household breaks any of these terms or any term of the Housing Charge Subsidy By-law.
7. All personal information that the Co-operative receives during its investigation must be kept confidential.
8. The member's subsidy ends when the member has not occupied a unit in the Co-operative for more than six weeks. This applies whether or not the absence is permitted under the Occupancy By-law. If the member does not occupy a unit for a longer period, the member can apply to have the subsidy resumed when the member returns.
9. The member must pay back all or part of the member's subsidy if the member:

- (a) gives false information about household income,
- (b) fails to report an increase in household income, or
- (c) receives a larger subsidy than the member is entitled to.

The member will also have to pay interest on the subsidy to be paid back. The interest will be calculated from the date on which the member received the subsidy until it is paid back. The member is still responsible for paying back this subsidy even after the member's occupancy or Co-operative membership ends.

By signing this Appendix, the member agrees that the terms above, and the Housing Charge Subsidy By-law (if any), apply to the member.

Signature(s)
Member(s):

of

1.	Date:
2.	Date:
3.	Date:
4.	Date:

CLARION CO-OPERATIVE HOMES INC.

Long-Term Guest Agreement

(Schedule B)

Please print or type. Add additional pages if necessary.

List each Member in the Member Unit:

1.

2.

3.

4.

Long-Term Guest:

Address of Member Unit:

50 Morning Calm Drive, Unit # , Cambridge, Ontario N1R 8G2

1. The Co-operative agrees that the long-term guest can live in the member's unit as a part of the member's household.
2. The member is still responsible to the Co-operative for all housing charges and all the member's obligations to the Co-operative.
3. The long-term guest agrees not to break any of the terms of the member's Occupancy Agreement or any Co-operative by-laws.
4. The long-term guest acknowledges that the Co-operative only allows members and their households to occupy Co-operative units. The long-term guest agrees to leave the member's unit if the member or the Co-operative requests it. The long-term guest will be entitled to written notice to leave the unit.
5. The long-term guest must immediately leave the unit when the member's occupancy rights end.
6. The long-term guest acknowledges that the unit is a member unit under the *Co-operative Corporations Act* and that the *Tenant Protection Act* does not apply.
7. The long-term guest agrees that the Co-operative, through its employees or agents, can receive credit information from any credit agency or other source.

Signature(s) of Member(s):

1.

Date:

2.

Date:

3.

Date:

4.

Date:

Signature of Long-Term Guest:

Date:

Signature for the Co-op:

CLARION CO-OPERATIVE HOMES INC.
by:

Date:

CLARION CO-OPERATIVE HOMES INC.

Notice to Appear
(Schedule D)

To Member(s):

1.	
2.	
3.	

Address of Member Unit:

Street Address/Unit No.: 5__ Morning Calm Drive, Unit #
City/Postal Code: Cambridge, Ontario N1R 8G__

The board of directors is going to consider evicting you (ending your membership and occupancy rights) at a board meeting.

Board Meeting:

This board meeting will be on ____ day, _____, 20__, in the Community Centre at 5__ Morning Calm Drive, Cambridge, Ontario. The board meeting will start at ____ p.m., but you do not have to arrive before ____ p.m.

The proposed date for evicting you is _____, 20__. The board may set a later date, if the board decides to evict you.

You may appear and speak at the meeting. You may present written material. You may have a lawyer or other representative speak for you.

You may appeal the board decision to a general meeting of the members.

You do not have to vacate your unit. However, if the board decides to evict you and you do not vacate your unit, the Co-operative may obtain a Writ of Possession (eviction order) from a court. The Co-operative will also seek a court order that you pay its legal costs.

The Grounds for evicting you are:

ARREARS

1. You are in arrears in the amount of \$ _____ as of _____, 20 ____ . This is contrary to paragraph 3.1 of the Occupancy By-law (By-law No. [14]), and is a ground for your eviction because of subparagraph 9.2 (a), clause i., of the Occupancy By-law (By-law No. [14]).

1. You have repeatedly paid your monthly housing charges late. This is contrary to paragraph 3.1 of the Occupancy By-law (By-law No. [14]), and is a ground for your eviction because of subparagraph 9.2 (a), clause ii., of the Occupancy By-law (By-law No. [14]).

OTHER

1. Specific: You have broken paragraph _____ of the _____ By-law (By-law No. ____).

General: This is a ground for your eviction because of subparagraph 9.2 of the Occupancy By-law (By-law No. [14]).

Details:

Signature for the Co-operative:

CLARION CO-OPERATIVE HOMES INC.

by: _____

Name: _____

Date: _____

Position: _____

CLARION CO-OPERATIVE HOMES INC.
Eviction Decision
(Schedule E)

Member(s):

1.
2.
3.

Address of Member Unit:

Street Address/Unit No.: 5__ Morning Calm Drive[, Unit #]
City/Postal Code: Cambridge, Ontario N1R 8G__

BACKGROUND

1. The Co-operative gave the Member(s) a Notice to Appear, as required by Paragraph 9.3 of the Occupancy By-law (By-law No. [14]) and section 171.8 of the *Co-operative Corporations Act*.
2. The Member(s) attended / did not attend the board meeting. The Member was (Members were) not represented / represented by _____ at the board meeting.
3. This decision was made by a majority of the directors at a proper meeting.

DECISION

4. The Member is (Members are) evicted (membership in the Co-operative and occupancy rights in the above Member Unit are ended) as of the _____ day of _____, 20__ (eviction date).

REASONS

5. The Board of Directors made its decision because:

Arrears

- (a) The Member owes (Members owe) the Co-operative \$ _____ as of _____, 20__ . This is contrary to paragraph 3.1 of the Occupancy By-law (By-law No. [14]), and is a ground for eviction because of subparagraph 9.2 (a), clause i., of the Occupancy By-law (By-law No. [14]).
- (b) The Member has (Members have) repeatedly paid monthly housing charges late. This is contrary to paragraph 3.1 of the Occupancy By-law (By-law No. [14]), and is a ground for eviction because of subparagraph 9.2 (a), clause ii., of the Occupancy By-law (By-law No. [14]).

Other

- (a) Specific: The Member has (Members have) broken paragraph _____ of the By-law (By-law No. _____)

(b) General: This is a ground for eviction because of subparagraph 9.2(a), clause(s) _____ of the Occupancy By-law (By-law No. 14).

(c) Details:

FURTHER DECISION

1. The eviction of the Member(s) will be cancelled/suspended if:

(a)

CERTIFIED to be a true copy of a decision of the board of directors of CLARION CO-OPERATIVE HOMES INC., passed _____, 20__ at a proper meeting, which decision is still in effect and has not been amended.

Signature for the Co-operative:

CLARION CO-OPERATIVE HOMES INC.	
by: _____	Date: _____
Name: _____	
Position: _____	

CLARION CO-OPERATIVE HOMES INC.

Notice of Eviction Decision

(Schedule F)

Member(s):

1.

2.

3.

Address of Member Unit:

Street Address/Unit No.: 5__ Morning Calm Drive, Unit#

City/Postal Code: Cambridge, Ontario N1R 8G__

A Meeting of the Board of Directors was held on _____, 20__. You were given a Notice to Appear to be considered at that meeting. The board of directors decided to evict you (end your membership in the Co-operative and your occupancy rights in the above Member Unit) as of _____, 20__. (See the attached Eviction Decision, which may contain conditions that will allow you to avoid or delay eviction).

Leave Your Unit by _____, 20__ (eviction date). If you do not, the Co-operative will start a court proceeding against you for your eviction, and ask for an order that you pay the Co-operative's legal costs.

To Find Out How You May Appeal this Decision see paragraph 9.4 of the Occupancy By-law (By-law No. [14]) and section 171.8 of the *Co-operative Corporations Act* (Schedule I to the Occupancy By-law).

Signature for the Co-operative

CLARION CO-OPERATIVE HOMES INC.

by: _____ Date: _____
Name: _____
Position: _____

CLARION CO-OPERATIVE HOMES INC.

**Performance Agreement
(Arrears/Late Payment)**
(Schedule G)

To Member(s):

1.
2.
3.

Address of Member Unit:

Street Address/Unit No.: 5__ Morning Calm Drive, Unit #
City/Postal Code: Cambridge, Ontario N1R 8G__

The board of directors decided to evict you at its meeting on _____, 20__ . The eviction date is _____, 20__ .

1. You admit that the following is true:

- (a) You are in arrears in the amount of \$ _____ as of _____, 20__ . This is contrary to paragraph 3.1 of the Occupancy By-law (By-law No. [14]), and is a ground for your eviction because of subparagraph 9.2 (a), clause i., of the Occupancy By-law (By-law No. [14]).
- (b) You have repeatedly paid your monthly housing charges late. This is contrary to paragraph 3.1 of the Occupancy By-law (By-law No. [14]), and is a ground for evicting you because of subparagraph 9.2 (a), clause ii. of the Occupancy By-law (By-law No. [14]).

2. You agree to pay all of your arrears as follows:

- (a) \$ _____ when you sign this Agreement.
- (b) \$ _____ on or before _____, 20__ .
- (c) \$ _____ on the _____ day of each month, starting _____, 20__ , for _____ months, plus a last payment of \$ _____, until all of the arrears are paid.

3. In addition, you agree to pay any late charges or interest stated in the Co-operative's by-laws.

4. You agree to pay your monthly housing charges on time and in full each month from the date this agreement is signed.

5. You agree to make these payments to the Co-operative office no later than a.m. / p.m. on or before the agreed dates.
6. You agree to make the above payments by certified cheque or money order.
7. You must meet all the deadlines in this Agreement. You must not miss any of them unless you have written authorization from the Co-operative, which will usually not be given.
8. If you sign this Agreement, the Co-operative agrees to cancel the decision of the board of directors to evict you / suspend the decision of the board of directors to evict you, as long as you do not break this agreement.
9. You agree that if any payment is not received on time (or is returned by your financial institution), the eviction decision will become effective. In that case, the Co-operative will give you at least 10 days written notice of the date that you must leave your unit. You agree to leave by that date.
10. You agree that if any payment is not received on time (or is returned by your financial institution), you have breached this agreement and the Co-operative can require you to pay all outstanding arrears to the Co-operative without delay, by giving you a notice in writing.
11. You acknowledge that you understand the terms of this Agreement and have had the opportunity to get legal advice.

Signature(s) of Member(s):

1.	Date:
2.	Date:
3.	Date:

Signature for the Co-operative:

CLARION CO-OPERATIVE HOMES INC.	
by: _____	Date: _____
Name: _____	
Position: _____	

CLARION CO-OPERATIVE HOMES INC.
Performance Agreement
(Schedule H)

To Member(s):

1.
2.
3.

Address of Member Unit:

Street Address/Unit No.: 5__ Morning Calm Drive, Unit #
City/Postal Code: Cambridge, Ontario N1R 8G__

The board of directors decided to evict you at its meeting on _____, 20__ . The eviction date is _____, 20__ .

1. You admit that the following is true:

(a) You have broken paragraph _____ of the _____ By-law (By-law No. _____). This is a ground for evicting you because of subparagraph 9.2 (a) of the Occupancy By-law (By-law No. [14]). You

2. You agree that, for _____ months / years , you will comply with the following:

3. In return, the Co-operative agrees to cancel the eviction decision of the board of directors.

4. You acknowledge that the Co-operative can start its eviction procedure if you break any of the by-laws or policies of the Co-operative, or if you break this Performance Agreement. In that case, the Co-operative can use this Performance Agreement as evidence that you have broken the by-laws in the past.

Signature(s) of
Member(s):

1.	Date:
2.	Date:
3.	Date:

Signature for the Co-
operative:

CLARION CO-OPERATIVE HOMES INC.	
by: _____	Date: _____
Name:	
Position:	

Extract from the
Co-operative Corporations Act
(Schedule 1)

These are the rules that apply to ending the membership and occupancy rights of a member of a non-profit housing co-operative. This is an extract from section 171.8 of the *Co-operative Corporations Act* (as amended by Bill 166).

(2) The following rules apply, instead of subsections 66 (1) to (5), with respect to the termination of the membership and occupancy rights of a member of a non-profit housing co-operative.

1. Membership and occupancy rights may be terminated only by a majority of the board of directors at a meeting of the board.
2. Membership and occupancy rights may be terminated only if the member ceases to occupy a member unit or on a ground set out in the by-laws. Membership and occupancy rights may not be terminated on a ground in the by-laws that is unreasonable or arbitrary.
3. The member shall be given written notice that the board of directors will consider terminating the member's membership and occupancy rights. The notice must be given at least ten days before the meeting of the board of directors at which the matter will be considered.
4. The notice must be signed by a director of the co-operative or by any other person authorized by the by-laws for the purpose and must,
 - i) set out the time and place of the board's meeting,
 - ii) set out the grounds for the proposed termination,
 - iii) identify the member unit to which the member has occupancy rights,
 - iv) specify the date of the proposed termination,
 - v) advise the member that he or she need not vacate the member unit but that the co-operative may obtain possession of the unit by obtaining a writ of possession following the termination of the member's membership and occupancy rights,
 - vi) advise the member he or she may appear and make submissions at the board's meeting, and
 - vii) advise the member that he or she may appeal the board's decision to the members.
5. If a meeting is adjourned no new notice is required if the time and place of the continuation of the meeting is announced at the original meeting.

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6. The member has a right to appear, either personally or by agent or counsel, and to make submissions at the meeting of the board of directors.
7. In a decision to terminate the member's membership and occupancy rights, the board of directors may specify a date for the termination that is later than the proposed date that was specified in the notice to the member.
8. The member shall be given written notice of the decision of the board of directors within five days after the board's meeting. The notice must be signed either by the secretary of the co-operative or by a person authorized by the by-laws for the purpose.
9. The member may appeal the board's decision to the members. The effect of the decision is suspended until the appeal is disposed of or abandoned.
10. To appeal, a member must give written notice to the co-operative within seven days, or such longer period as the by-laws provide, after the notice of the board's decision has been given to the member under paragraph 8.
11. The appeal shall be considered at a meeting of the members held at least fourteen days after the notice to appeal is received.
12. If the co-operative receives written representations with the member's notice of appeal, the board of directors shall, subject to subsection (4), ensure that a copy of the representations is given, before the meeting at which the appeal will be considered, to each member entitled to receive notice of the meeting. The distribution of the representations shall be at the co-operative's expense. This paragraph does not apply if the representations exceed 5,000 words.
13. The member has a right to appear, either personally or by agent or counsel, and to make submissions at the meeting of the members.
14. The appeal shall be decided by a majority vote of the members and the members may confirm, vary or set aside the board's decision. If no decision is made by the members or if there is no quorum at the meeting or if there is no longer a quorum when the vote is to be taken, the board's decision shall be deemed to have been confirmed.

Idem

- (3) Subject to the rules in subsection (2), the board of directors may by by-law determine procedures for the termination of the membership and occupancy rights of members but the procedures must be procedurally fair.
- (4) The board of directors is not bound under paragraph 12 of subsection (2) with respect to a member's representations if it clearly appears that the right of the member to have his or her representations distributed is being abused to secure needless publicity for matters that,
 - (a) are not related to the appeal; and
 - (b) are not related, in a significant way, to the business or affairs of the co-operative.
- (5) If the board of directors refuses to distribute copies of a member's representations, the board shall ensure that written notice of its refusal together with written reasons for it

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are given to the member within ten days after the representations were received by the co-operative

- (6) Upon application by a member whose representations the co-operative has refused to distribute, the Ontario Court (General Division) may restrain the holding of the meeting at which the appeal will be considered and may make any further order it thinks fit.
- (7) The board of directors or any other person aggrieved by the member's representations may apply to the Ontario Court (General Division) for an order permitting the board of directors to refuse to distribute the representations and the court, if it is satisfied that subsection (4) applies, may make any such order it thinks fit.
- (8) If copies of a member's representations are distributed under paragraph 12 of subsection (2), the co-operative, the directors, officers and employees of the co-operative and persons acting on behalf of the co-operative, other than the member who makes the representations, do not incur any liability only by reason of distributing copies of the representations.

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CLARION CO-OPERATIVE HOMES INC. (the "Co-op")

SECURITY BY-LAW

By-law No. 15

Background:

The co-op has experienced problems during its existence with issues relating to safety of members and guests and property damage. The Board of Directors has discussed on an ongoing regular basis methods to improve the safety and security of all members and guests within the Co-op.

As a result of these discussions the board is of the opinion that security needs to be improved within the Co-op and has decided that security cameras would be beneficial to achieve such means.

The purpose of this By-law is to aid in providing our members with a safe and secure neighbourhood and to reduce damage to property by setting out guidelines as to what steps will be taken to deal with issues of security in the Co-op.

BE IT ENACTED as a by-law of CLARION CO-OPERATIVE HOMES INC. as follows:

- 15.1** Clarion Co-operative Homes Inc. **WILL NOT TOLERATE** wilful damage, illegal acts or mischief by members, their families or their guests, or by third parties on Co-op property. The Co-op will install video surveillance cameras at locations upon the lands of the Co-op as determined by the Board of Directors or its designated person to continuously monitor the premises of 50 and 55 Morning Calm Drive, Cambridge.
- 15.2** The surveillance cameras will provide a deterrence to illegal acts, damage to property (referred to as "Illegal Acts") as well as offer the possibility of the identification of anyone involved in Illegal Acts.
- 15.3** Any person or person(s) who is caught under surveillance causing damage to property, committing an illegal act, causing a disturbance to members or committing mischief will be referred to the appropriate authorities and will be subject to the termination of membership proceedings of the Co-op.

- 15.4 Any costs incurred to repair damages to property will be the responsibility of the member(s) involved. Any such costs shall be invoiced to the member and be due and payable upon receipt. If payment is not received within ten (10) days after receipt then such amount shall be added to the housing charges of the member. Non payment thereafter shall result in the remedies available to the Co-op for non payment of housing charges. If there is more than one member determined by the Board to be responsible for the damage, the total cost will be apportioned at the discretion of the board acting reasonably. Members are responsible for the actions of their children and guests.
- 15.5 In the event that it is discovered that the person or persons involved in the incident are not members of the Co-operative or residing in a member's household or cannot be identified, the appropriate authorities will be contacted without delay. Any relevant video footage and/or eyewitness reports will be released to the authorities for the purposes of assisting in the identification of the persons viewed by the surveillance cameras to enable the Co-op to take proper action.
- 15.6 Members and their children or guests who are involved in wilful damage to property or illegal acts are in breach of Co-operative By-Laws and the member will be dealt with according to the provisions of the relevant By-law, including termination of membership and occupancy rights.
- 15.7 Any person(s) determined by the Board of Directors to have participated in an Illegal Act where no criminal charges were made will be subject to the remedies available to the Co-op as determined by the Board acting reasonably including but not limited to attendance at a Board of Directors meeting to explain why such member's occupancy rights and membership should not be terminated.. The Board of Directors may, at its sole discretion, require that the offending member perform community service within the Co-op as compensation to the harm done to the Co-op. The number of required hours of community service and what has to be done during those hours will be determined by the Board of Directors.

This By-law was passed by the board of Directors of Clarion Co-operative Homes Inc. on the 10th day of November, 2008.

This By-law was passed by the members of Clarion Co-operative Homes Inc. on the 18th day of November, 2008.



BY-LAW NO. 16

SPENDING BY-LAW

Passed by the Board of Directors: February 23, 2012.

Confirmed by the Members: March 26, 2012

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ARTICLE 1: PURPOSE OF THIS BY-LAW

This Spending By-law sets out the rules for how the Co-op's money is spent and who must give permission for each type of spending. The Spending By-law sets out the rules to be followed by the Co-op relating to the expenditure of the Co-op's funds. This By-law, upon passage by the members of the Co-op, repeals and replaces the Finance By-law No. 10.

ARTICLE 2: OPERATING EXPENSES

- 2.1 The Occupancy By-law states that each year the members will approve an operating budget for the next fiscal year. The Board has the authority to spend the operating funds of the Co-op in each fiscal year up to the amount of the approved operating budget.
- 2.2 Unless the members decide otherwise at the time of budget approval, the Board can use a surplus in one category of expense of the approved budget to offset a deficit in another category of expense within the approved budget.
- 2.3 Individual members of the Co-op and committees of the Co-op may not authorize expenditures or otherwise make financial commitments on behalf of the Co-op unless the Board has given them explicit written authority to do so as confirmed in the approved Board minutes.
- 2.4 The Board may delegate to the staff of the Co-op authority to spend funds within the limits that the board has approved . The Board may also delegate, by written direction, spending authority to committees for a specific expense or type of expense within the limits it sets with such delegation being recorded in the approved Board minutes.
- 2.5 No person may initiate or approve any expense or purchase where that person has any conflict of interest in the matter.
- 2.6 For all cheques issued to Co-op members, the payee is fully responsible to account for all money and receipts. Receipts to support the receipt of the payment from the Co-op and any return by the member of cash remaining from the payment received (the "surplus") must total the amount of money paid by the Co-op and such receipts and payment of surplus must be submitted within the timeline decided by the Board.
- 2.7 If the Board is of the opinion that there should be a change in the total operating expenses and/or housing charges during a fiscal year, the Board shall call a special meeting of the members to consider the proposed changes in

accordance with the procedures as stated in the Co-op By-laws or Occupancy By-law as the case may be.

- 2.8 Petty Cash will be accounted for on an impress system (the funds will be replenished by the total of the receipts in the box). The Petty Cash float will be kept in the office and administered by staff.

ARTICLE 3: BUDGET CONTROL

- 3.1 The Board will receive a monthly budget control report prepared by the Co-op's manager. The report will:
- compare budgeted income and expenses to actual income and expenses;
 - show the projected income and expenses for each category in the budget for the rest of the year; and
 - provide a written explanation of any projected actual surplus or deficit.
- 3.2 The Board will review the accounts receivable listing periodically but no less than annually to determine if any of the receivables should be written off as a bad debt. The Board can authorize the Co-op's staff to write off small amounts at a predetermined amount in between the primary annual write-off.

ARTICLE 4: CAPITAL EXPENSES

- 4.1 The Board shall adopt a capital budget for all projected future expected capital expenditures based upon the recommendations of the preparer of the most recent building condition audit available to the Co-op and present the capital budget to a meeting of the members for the members approval. If funds are available from the Co-op's funding sources a building condition audit shall be updated by a qualified engineering firm at regular intervals.
- 4.2 The capital budget and notes must show:
- the proposed capital expenditure(s);
 - the proposed source of funds, and
 - the impact of the proposed expenses on the Co-op's current and future operating budgets.

The procedures for budget approval are set out in the Occupancy By-law.

- 4.3 Members' approval of the capital budget will authorize the Board to spend the Co-op's funds for capital expenditures for the purposes and from the source specified, to a maximum of the total expenditures in the capital budget.

- 4.4 The Board must directly approve contracts and other documents that commit the Co-op to spend significant amounts of capital funds according to the provisions of Article 6. The Board can delegate authority to the staff to spend lesser amounts as per the procedure in Article 6. When the Board delegates authority, it must set limits on the amounts staff may spend and give specific directions relating to the expenses that it considers appropriate.
- 4.5 No person may initiate or approve any capital expense or purchase where that person has any conflict of interest in the matter.

ARTICLE 5: EMERGENCY EXPENSES

- 5.1 Emergency expenses are those expenses the Co-op must make immediately because a delay will:
- risk property damage, or
 - endanger the safety of persons or property, or
 - disrupt essential services to members (for example, light and power, heat, hot water, refrigeration, cooking).
- 5.2 The Board can authorize any unbudgeted emergency expenses on the Co-op's behalf without further authority from the members. The Board may delegate authority for emergency expenditures to Co-op staff or to any other persons.
- 5.3 All unbudgeted emergency expenses must be reported to the Board by the Co-op's manager. Significant unbudgeted emergency expenses must be reported by the Board to the members.

ARTICLE 6: FAIR, OPEN AND OBJECTIVE BUSINESS PRACTICES

- 6.1 The Co-op will follow fair, open and objective business practices and act in accordance with the Co-op's Conflict of Interest By-law in all its spending.
- 6.2 The following rules apply to all spending except for routine or non-discretionary expenses such as property taxes, mortgage payments, utilities and existing salaries (once a staff position and salary have been approved):
- (a) Expenses under \$2,000

The Board is not required to get written quotations for expenses under \$2,000, but must take a prudent approach to all spending.

(b) Expenses between \$2,000 and \$14,999

The Board will get three written quotations before approving a discretionary expense between \$2,000 and \$14,999. The Board may waive this requirement in cases where:

- the Co-op has used a particular supplier or contractor regularly, or
- the Co-op participates in a bulk-buying program and has found that their prices are competitive.
- The Co-op must review the prices of regular suppliers and contractors at least every second year to see if their prices remain competitive. Where the Co-op has a contract, the Co-op must review prices at the end of the contract. There will be no automatic renewal of any contract or agreement.

(c) Contracts of \$15,000 or more

The Board must get written quotes for contracts and agreements of \$15,000 or more. Contracts or agreements costing \$15,000 or more must contain a clause allowing the Co-op to terminate the contract or agreement without penalty where there has been a breach of the Co-op's Conflict of Interest By-law. There will be no automatic renewal of any contract or agreement.

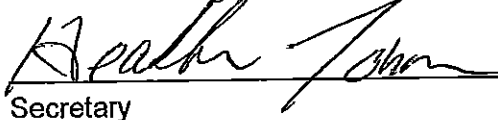
6.3 When choosing a contractor following a competitive bid, the Board must:

- consider the quality of goods and services to be provided, and
- base its decision on written documents outlining resources, timing, cost and fees.

The Board does not have to choose the contractor who made the lowest bid. It may choose another contractor from among those who bid for reasons such as quality, experience and timing. If it does not choose the lowest bid, it must document the reasons for its choice in the minutes of the Board meeting.

SPENDING BY-LAW 16

CERTIFIED to be a true copy of By-law No. 16 of Clarion Co-operative Homes Inc., passed by the Board of Directors at a meeting held on February 23, 2012 and confirmed by a two-thirds vote at a meeting of members held on March 26, 2012.

 c/s
Secretary

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CLARION CO-OPERATIVE HOMES INC

HUMAN RIGHTS BY-LAW

Board of Directors Approval: March 12, 2014.
Approved by the Membership: November 14, 2014.

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This By-law states the commitment of Clarion Co-operative Homes Inc. to the human rights of the members of the co-op community and the co-op's rules for fulfilling that commitment.

1. RIGHTS, PRINCIPLES AND OBLIGATIONS

ARTICLE 1.1 Statement of principles and obligations

- (a) The co-op community is made up of all members, other residents and staff.
- (b) Members of the co-op community must respect the human rights of other members of the co-op community and of people who deal with or visit the co-op.
- (c) The co-op expects members of the co-op community to obey the *Ontario Human Rights Code* and not to do anything that would discriminate against or harass others in a way that would breach the *Human Rights Code*.
- (d) The co-op itself must follow the requirements stated in paragraphs (b) and (c)
- (e) The co-op and members of the co-op community should strive for an environment at the co-op that is fair, inclusive and respectful of people's dignity.

1.2 Background information

Background information on these rights, principles and obligations and on the *Ontario Human Rights Code* is in Attachment C to this By-law.

1.3 Other rights

The rights in this By-law are in addition to any other rights that anyone has. Nothing in this By-law prevents anyone from exercising their legal rights in any way. The co-op encourages people to use the procedures in this By-law to deal with human rights issues, since this can help the co-op address any human rights problems at the co-op.

1.4 No reprisals

Any reprisal for making a good faith complaint under this By-law is a breach of this By-law.

2. CO-OP SERVICES

ARTICLE 2.1 Individual assessment

The co-op will consider the needs of each individual member of the co-op community in conducting its operations. The co-op will take all reasonable steps to adjust its services and operations to meet the individual needs of members of the co-op community that are related to a prohibited ground of discrimination under the *Human Rights Code*.

2.2 Members with disabilities

In providing its services the co-op will take all reasonable steps to accommodate the needs of members of the co-op community with disabilities.

2.3 No indirect discrimination

The co-op will take all reasonable steps to adjust any restriction, qualification or factor in the co-op's operations that results in indirect discrimination contrary to the *Human Rights Code*.

2.4 Limits

The co-op will take the steps referred to in sections 2.1, 2.2, and 2.3 if they can be taken without undue hardship. In deciding what steps to take the co-op will follow the definitions and be bound by the obligations under the *Human Rights Code*.

Indirect discrimination under section 2.3 does not include rules and procedures under government or other special programs to relieve hardship or economic disadvantage, to assist in achieving equal opportunity or to eliminate infringement of rights.

2.5 Able to live independently

The co-op's obligations do not include providing any form of care or assistance in the activities of daily living. Members of the co-op community who need this kind of assistance must arrange for it without depending on the co-op.

2.6 Requests for accommodation or adjustment

Requests for accommodation or adjustment should initially be directed to the manager and should be in writing, if possible. The request will be dealt with promptly and with full respect for the dignity of the person who made the request.

A request should state what is being requested and why it is needed. The manager will obtain any necessary backup documentation, such as evidence of medical need, if necessary. The manager will obtain advice from the co-op's lawyer if necessary. The request and all material related to it will be kept in confidence and only shown to staff or others who have a need to know.

2.7 Authority to arrange for work

If the manager does not believe any issues are raised that should go to the board, the manager will have authority to grant an accommodation or adjustment by arranging for work that is within the manager's spending authority or would normally be done by co-op staff. In any other case the manager will report to the board, which will make the decision unless a budget change is needed. If a by-law or budget change is needed, the board will make an appropriate proposal to the members. There will be full consultation with the person who made the request to ensure that everyone understands the issues and concerns.

2.8 Relation to *Human Rights Code*

The obligations of the co-op in this By-law are intended to implement its responsibilities under the Ontario *Human Rights Code*. They should not be interpreted in any way that is inconsistent with the *Human Rights Code* or that would give lesser or greater obligations to the co-op.

3. DEALING WITH PROBLEMS

ARTICLE 3.1 Investigate complaints

The co-op will deal with complaints about a breach of this By-law as stated in this By-law. The board of directors will deal with situations that it becomes aware of whether or not there is a specific complaint, but where there are reasonable grounds to believe a breach of the By-law has occurred.

3.2 Procedure

The procedure for complaints and investigations is stated in Attachment A.

3.3 Complaints about co-op

If a complaint is established about the conduct of the co-op itself, or directors, officers, committees or others acting on behalf of the co-op, the board will take appropriate action to correct the situation and avoid any repetition.

- The action could include such things as one or more of
 - a letter of apology;
 - a performance agreement;
 - mediation or conflict resolution between the parties;
 - a warning or reprimand;
 - removal from a committee;
 - proceedings to remove someone from the board as stated in the Organizational By-law;
 - development and introduction of policy statements and educational initiatives to avoid anything similar in the future;
 - other actions referred to in this By-law.
- If the individual involved is a staff member, the board will consider requirements under any employment or property management contract, and other employment and contractual obligations. This could affect the method of investigation and the action taken. The board will obtain legal advice in all appropriate circumstances. The action taken could include such things as one or more of the items stated in the previous

section and/or

- employee education and training;
- oral reprimand;
- written reprimand;
- suspension;
- termination of employment.

3.4 Complaints about members of the co-op community

If a complaint is established about the conduct of a member of the co-op community who is not acting on behalf of the co-op, the board will decide what action to take. The board's basic intent will be to resolve the situation amicably if possible. The action taken could involve one or more of the items stated in the preceding sections.

3.5 Eviction

Breach of this By-law can be grounds for eviction under the Occupancy By-law No. 14. In determining whether to consider eviction or whether to evict, the board will consider such things as:

- the evidence available as to what happened;
- the appropriateness of eviction as a response, considering the seriousness of the breach and other possible solutions to the underlying situation;
- the appropriateness of a performance agreement or other alternative to address the situation;
- the likely success or failure of legal action to evict;
- the costs involved in evicting someone.

4. RELATION TO OTHER BY-LAWS

ARTICLE 4.1 Applying co-op by-laws

The co-op must comply with the *Human Rights Code* when applying co-op by-laws and other co-op rules and decisions. If any by-law, rule or practice conflicts with the *Human Rights Code*, then it has to be changed. If the manager becomes aware of any need for changes, the manager will report it to the board. The board will make all changes that are needed and are within the board's authority. If a by-law or budget change is needed, the board will make an appropriate proposal to the members.

If any change to comply with the *Human Rights Code* is needed urgently and cannot wait for a members' decision, the board will make any decisions that are needed even if they conflict with the by-laws. The board will only do this after receiving a written opinion from the co-op's lawyer. The issue will be reported at a members' meeting, either specifically or as part of a proposal for a by-law change.

4.2 Procedures under other laws or by-laws

Someone may have a right of appeal or review under another law or by-law, such as if the board decides to evict someone or if a membership application is refused. If the member or applicant feels that the original decision was in breach of the *Human Rights Code*, the member or applicant may file a complaint under this By-law. However, the member or applicant should also file an appeal or request for review (as applicable). The board can decide to deal with the complaint and the appeal or review at the same time or to hold action on one until the other is decided.

4.3 Repeal

Section 6.4 (Able to Live Independently) of the Occupancy By-law No.14 is repealed when this By-law is confirmed by the members.

ATTACHMENT A

Complaint and Investigation Procedure

1. **Object:** The objective of this procedure is to
 - have a fair, prompt and effective investigation and resolution of complaints;
 - avoid unnecessary cost, inconvenience or hardship on any party;
 - have due regard to the dignity and the rights of persons who may have a complaint or may be complained about.
2. **Complaints officer:** The complaints officer is the person who is dealing with a specific complaint on behalf of the co-op. The complaints officer will be designated by the board after a complaint is reported to it. The complaints officer may or may not be a director or a staff member, but should be someone respected within the co-op community who does not have any conflict of interest relating to the complaint.
3. The complaints officer will take the lead role in dealing with the complaint and making sure that the procedures in this Attachment are followed in a timely way. In some cases the complaints officer will handle the investigation of the complaint. In other situations an outside investigator will be appointed to work with the complaints officer as stated in this Attachment.
4. **Mediation:** If the parties to the complaint are prepared to mediate their differences, the co-op will arrange for mediation. This can happen at any time during the investigation process and the process will be suspended until the mediation is complete. The complaints officer can suggest mediation to the parties. The cost of the mediator will be paid by the co-op.

MAKING COMPLAINTS

5. **Making a complaint:** Members, residents, staff of the co-op, applicants for membership and persons who visit the co-op property can make a complaint about a violation of the Human Rights By-law No.17.
6. A complaint can be about something that happened to the complainant or another person or that calls the co-op's attention to a situation or problem.
7. **In writing:** A complaint must be in writing and signed by the person making the complaint. It should be delivered to the co-op manager. If the complaint is about the manager, it can be delivered to the President. If it is about both the manager and the President, it can be delivered to any director.

8. If someone has difficulty putting their complaint in writing, the person who receives the complaint should help them to do this. In doing this they should make sure to write out the person's complaint and not to change the complaint or put words in the person's mouth.
9. **Complaint Form:** Attachment B is a Form that can be used for complaints.
10. **Confidentiality and disclosure:** The person who receives the complaint will explain the confidentiality and disclosure provisions in Attachment B to the person who submits it.
11. A complaint will be accepted if not on Attachment B, but the person who submits it will be asked to sign a document stating they understand the confidentiality and disclosure rules. The document may use the relevant wording from Attachment B.
12. **Time Limit:** Unless there are special circumstances, a complaint should be filed within six months from the time when the violation took place, or if it took place over a period of time, six months from the last incident.

DEALING WITH COMPLAINTS

13. **Informal resolution:** Depending on the nature of the complaint, the person who receives it may try to resolve the situation informally, such as by consulting with the parties involved and assisting them to come to agreement on the issue.
14. **Initial report to board:** Whoever receives a complaint will report the complaint to the board. In sensitive situations the initial report to the board may leave out the names and identifying features of one or more of the parties involved, unless the board decides that it needs to know that information. If the complaint is about a director, the director will be told only that there has been a complaint and told not to be present at the board meeting when it is discussed. This rule will not apply if it would prevent the board from having a quorum. The director will be given more information about the complaint later, as part of the investigation process.
15. **Board action:** When a complaint is reported to the board, the board will decide what steps to take. In most cases the board will appoint a complaints officer or decide that the manager should be the complaints officer.
16. Depending on the nature and urgency of the complaint the board may also do such things as:
 - seek legal advice;
 - ask the local co-operative housing federation or another sector body to advise the board on how to deal with the situation;
 - take emergency steps to protect members, residents or staff;
 - take action under an employment or other contract if appropriate.
17. **Outside investigator:** In some cases, such as specialized or exceedingly serious complaints, the board may decide to appoint an investigator from outside the

co-op with expertise in that type of investigation. The investigator will work with the complaints officer to try to establish what happened and evaluate the situation and report to the board.

18. **Lawyer:** The complaints officer may be authorized to consult the co-op lawyer or the lawyer may be instructed to be the outside investigator or be present at interviews conducted by the complaints officer or outside investigator. Where there is a possible legal liability on the part of the co-op, the co-op lawyer will be consulted before proceeding further.
19. **Employment matters:** The procedure in this Attachment may not be appropriate for some employment-related complaints. The board will decide on the procedure for employment-related complaints. The board will consult the co-op's lawyer. The board will consider any procedure stated in a staff contract.
20. Provisions in this Attachment and the Human Rights By-law No.17 relating to staff will apply to co-op staff employed by a management company with any adjustments that may be necessary.
21. **Insurance company:** The board may refer any complaint to the co-op's insurance company before or at the same time as the investigation of the complaint.
22. **No admission of liability:** The complaints officer and outside investigator are not authorized to make any admission of liability on the part of the co-op. The co-op lawyer and the insurance company will be consulted in advance in cases where an admission of liability by the co-op may result from the investigation.
23. **Other procedures:** The board can decide to follow a procedure other than the one stated in this Attachment.
24. **When board can refuse to consider a complaint:** The board can decide not to consider a complaint or take any action on a complaint. This could be because it is clear that the complaint is without merit, trivial, frivolous, made in bad faith or it could be for other reasons. The decision must be made by motion appearing in the confidential minutes of a board meeting.
25. **Interim Action:** While a complaint is being considered, the board can decide to take immediate action until the investigation is complete. Depending on the circumstances this could include such things as:
 - try to limit contact between the complainant and the person complained of;
 - provide extra security, if appropriate;
 - arrange for counselling or other help, if appropriate;
 - consider giving staff a leave of absence;
 - removal of someone from the On-call or other committees.

INVESTIGATION PROCESS

26. **Investigation and report:** After the initial report to the board, then unless the board has decided something else, the complaint will be investigated and a report prepared for the board. The investigation will be conducted by the complaints officer or an outside investigator with the involvement of the complaints officer. This part of the Attachment refers to the complaints officer, but the duties and activities could be performed partly by an outside investigator.
27. **Disclosure of Complaint:** The complaints officer will show the complaint to the party complained about. The complaints officer may decide to give that person a copy. This is subject to the next paragraph.
28. **Reprisals:** Where reprisals are an issue, the board may decide to withhold the name or identifying details of the person who complained. The other party may only be provided with a summary of the complaint in order to prevent identification. This should only be done in the most extreme circumstances.
29. **Representation:** The party who complained and the party complained about can have a lawyer or other representative present at any interview or to represent that party generally.
30. **Interviews and review of files:** The complaints officer will be entitled to interview persons and review co-op files and inspect parts of the co-op property, as necessary for the investigation. This will be subject to applicable laws.
31. **Comments in response to complaint:** The complaints officer will ask the party complained about for comments. These should be in writing, but the complaints officer may accept oral comments.
32. **Written record of interviews:** The complaints officer may prepare a written statement based on interviews and ask the person interviewed to sign the statement, with or without changes, to verify the contents.
33. **Information on investigation progress:** The complaints officer will keep the party who complained and the party complained about informed of the status of the investigation.
34. **Failure to co-operate:** The party complained about may refuse to co-operate with the complaints officer and may refuse to answer questions, whether oral or in writing. Failure to co-operate or answer questions may result in an adverse inference by the complaints officer.
35. **Right of response to go to board:** The party complained about will have the right to respond to any complaint in writing and to have the written response form part of the report to the board.
36. **Complaints officer's report:** The complaints officer, investigator or co-op lawyer will give a written report to the board. This will be confidential and will not be shown to either the party who complained or the party complained about unless the board decides to show it to them. The report should summarize the position of the party who complained and the party complained about, the steps

in the investigation process, the conclusions of the complaints officer and any recommendations.

37. **Timing:** The investigation will be completed as quickly as possible. It should not normally take more than 21 days and sometimes much less. The delivery of the report should be timed in relation to a board meeting so that the board can take action as soon as possible.

BOARD DECISION

38. The board will evaluate the complaint and the report. If the board determines that the complaint has merit, the board can take action as it considers appropriate, including the actions stated in the Human Rights By-law.

RECORDS OF COMPLAINTS

39. **Member's file:** If the board determines that a complaint against a member has merit, the complaint, any report and a record of the board's decision on it, and the supporting papers, will be placed in the member's file, unless the board decides not to do this. This record will be removed from the file by the manager two years after insertion, if no further meritorious complaints have been made within the two-year period.
40. **Staff file:** If the board determines that a complaint against staff has merit, the complaint, any report and a record of the board's decision on it and the supporting papers will be placed in the individual staff member's file, unless the board decides not to do this. This record will be removed from the file by the President two years after insertion, if no further meritorious complaints have been made within the two-year period. If the board decided that progressive discipline at the level of written reprimand and/or warning or greater was not warranted, the two-year period will be reduced to one year.
41. **When no action on complaint:** If the board refuses to consider a complaint or determines that a complaint does not have merit or decides not to take action on a complaint, the complaint, any report and other papers relating to it will not be placed in the employee's or member's file, unless the board decides to place them in the file. They will be retained in a separate file dealing with complaints and will not be used for ordinary matters, such as letters of reference.
42. **After removal:** After a complaint, report and any other papers relating to it have been removed from the employee's or member's file, or if they are not placed in one of these files, they will be retained in the separate file dealing with complaints and will not be used for ordinary matters, such as letters of reference.

CONFIDENTIALITY

43. **General:** All persons involved should at all times be conscious of the sensitivity of complaints and their subject matter and should only collect information that is relevant to the complaint and should maintain strict confidentiality about that information and avoid disclosure except to persons who have a need to know. This includes information about the fact that there was a complaint and about the investigation.

44. **Information to representatives:** The party who filed the complaint and the party complained about are not authorized to provide their lawyer (or anyone else) with confidential or personal information about the co-op or any employee, member or occupant. The complaints officer will provide the lawyer or other representative with all necessary information, but only if the complaints officer is satisfied that there are adequate safeguards in place. These safeguards could include such things as deleting the names of persons, deleting irrelevant information and obtaining a confidentiality agreement from the lawyer or other representative. The confidentiality agreement could include such things as keeping the information confidential, limiting copying of the information and returning the information when the matter is completed.
45. **Report of investigation:** The report of the complaints officer and any outside investigator should not reveal more than is necessary to report on the investigation. It should include a record of all relevant information.
46. Unless the board decides something else, all other information gathered in connection with an investigation that is not in the report should be retained in a confidential location in the co-op office for thirty months after the board has received the report and then destroyed.
47. **Board action:** The board should limit what is disclosed about the report and the board's action for the protection of both the complainant and the party complained about. This is true even when a complaint has been substantiated.
48. Part of the board's decision will be what information about the action taken by the board will be given to the party who complained. That party should be given a reasonable explanation of what the board has done. However, it may not be possible to give that person all the information, such as if it involves personal health information about the other party.
49. **Confidentiality of records of complaints:** The materials placed in a member's or employee's file under this Attachment will be in a confidential part of the file and will not be available to the member or employee unless the board decides something else. The separate file dealing with complaints referred to in this Attachment will be confidential and will not be available except to staff and directors with a need to know.

ATTACHMENT B

CLARION CO-OPERATIVE HOMES INC.

Human Rights By-law Complaint Form

Please print or type. Add additional pages if needed.

Name of member or
person making complaint: _____

Address: _____

The undersigned is making a complaint to the co-op about a violation of the co-op's
Human Rights By-law.

1. Person or persons complained about _____
2. Date or approximate date of incidents _____
3. What was done that broke the Human Rights By-law?

4. I am enclosing the following documents or papers, if any:

This form is continued on the next page. Add additional pages if needed.

5. The following are people who know something about this. I understand the co-op may wish to contact them:
6. I understand that this complaint may be shown to the person complained about and that person may be given a copy.
7. I understand that where reprisals are an issue, the board of directors may decide to withhold my name or identifying details and only give the other party a summary of the complaint in order to prevent identification. I understand that the board does this only in the most extreme circumstances.
8. I request the board to withhold my name or identifying details and only give the person complained about a summary of the complaint as stated above.

Note: Complainant must initial here if making this request: Initials _____

Note: The board will only consider a request if the complainant's initials are above. The board may decide not to agree to the request.

9. The reasons for this request are:
10. I understand that the Human Rights By-law contains other rules about confidentiality of information, including that
 - My file may be reviewed as part of the investigation.
 - I may not provide confidential information about the co-op or anyone else to my lawyer or representative except through a complaints officer chosen by the board of directors.
 - The report of the investigation will be confidential and the board may decide that it will not be shown to me.
 - The action taken by the board may be confidential and I may be given only limited information about it.

I acknowledge that I have received a copy of the Human Rights By-law and I have had an opportunity to read it before signing this complaint. I consent to the confidentiality and other rules in the Human Rights By-law.

The information in this complaint is accurate and complete to the best of my knowledge.

Date: _____ Signature: _____
Print Name:

ATTACHMENT C

Background Information for Human Rights By-law No. 17

This Attachment contains background information relating to the Human Rights By-law No.17. It does not form part of the By-law itself.

This Attachment may be updated from time to time. The CHF Canada website should be checked for the most recent version.

GENERAL INFORMATION

1. Why have a Human Rights By-law?

The Human Rights By-law No.17 does two things.

- First, it states the co-op's commitment to the Ontario *Human Rights Code*.
- Second, it states a procedure for dealing with human rights problems at the co-op.

2. What is the Ontario *Human Rights Code*?

The Ontario *Human Rights Code* is a basic law of the Province of Ontario. It states detailed rules and definitions on the human rights that are protected in Ontario. It states procedures on how those rights can be enforced.

The rules in the *Human Rights Code* are explained by decisions of courts and tribunals on what the Code means and by policy statements and other materials issued by the Ontario Human Rights Commission.

3. Does the *Human Rights By-law No.17* state the human rights that are protected?

No. People's human rights are part of the law of the Province, not things that the co-op adopts in a by-law.

The basic commitment to human rights is a simple and straightforward principle, but working it out according to law is complicated. Therefore, the basic commitment is in the By-law, but not the detailed legal rules.

4. What are the human rights guaranteed by the *Human Rights Code*?

The *Human Rights Code* states that people have a right not be discriminated against or harassed on certain specific grounds. It is only discrimination on those grounds that is illegal.

5. What are the prohibited grounds of discrimination in housing?

The prohibited grounds of discrimination in housing are:

- race,
- ancestry,
- place of origin,
- colour,
- ethnic origin,
- citizenship,
- creed,
- sex,
- sexual orientation,
- age,
- marital status,
- family status,
- disability,
- the receipt of public assistance,
- gender identity,
- gender expression.

6. What are the prohibited grounds of discrimination in employment?

Co-ops are employers as well as housing providers. The prohibited grounds of discrimination in employment are the same as in housing except:

- An employer cannot discriminate based on record of offences. A housing provider can take record of offences into consideration.
- A housing provider cannot discriminate based on receipt of public assistance. This is not in the list of prohibited grounds for employment.

7. Should we change the list for our co-op?

This is not recommended.

- The list in the *Code* is accompanied by definitions and other sections which explain and qualify the obligations. It is important that these apply.
- Experience shows that when co-ops adjust the list, they are basically covering the same things in different words. But there may be a slightly different meaning that is hard to predict.
- Co-op by-laws are legally operative documents. It is important to be accurate and consistent so that co-ops do not have unexpected liabilities.

HARASSMENT

8. What is harassment?

Harassment is inappropriate comment or conduct that is known or should be known to be unwelcome. It is illegal if it is on a ground stated in the *Human Rights Code*. The prohibited grounds of harassment are substantially similar to the prohibited grounds of discrimination.

Some examples of harassment when based on a prohibited ground are:

- epithets, slurs or jokes;
- name calling or nicknames;
- jokes, cartoons or graffiti;
- verbal abuse;
- displaying offensive or derogatory images;
- practical jokes causing awkwardness or embarrassment;
- condescending or patronizing behaviour undermining a person's self-respect.

9. What is sexual harassment?

Sexual harassment is harassment because of sex, sexual orientation, gender identity or gender expression. Some examples are:

- gender-related comments about an individual's physical characteristics or mannerisms;
- unwelcome physical contact, patting or pinching;
- suggestive or offensive remarks or innuendoes about members of a specific gender;
- propositions of physical intimacy;
- gender-related verbal abuse, threats, or taunting;
- leering or inappropriate staring;
- bragging about sexual prowess;
- demands for dates or sexual favours;
- offensive jokes or comments of a sexual nature about a person;
- display of sexually offensive pictures, graffiti, or other materials;
- questions or discussions about sexual activities;
- paternalism based on gender which a person feels undermines his or her self-respect or position of responsibility;
- rough and vulgar humour or language related to gender.

10. Are there other kinds of sexual harassment?

Yes. In addition, sexual harassment is any kind of sexual advance made by someone who is in a position to grant or deny a benefit or advancement such as someone's employer or superior. It is also any reprisal by such a person for rejection of a sexual advance.

11. Does the victim have to object for it to be sexual harassment?

No. It is not necessary for someone to object to behaviour for it to be contrary to the *Human Rights Code*.

RESPONSIBILITIES OF CO-OPS

12. What are the co-op's legal responsibilities?

As a housing provider the co-op has to follow the *Human Rights Code* in all areas of its operations. This includes its role as housing provider and as employer.

The co-op is responsible for the acts of the co-op as a corporation. It also can have responsibility for the acts of its staff and anyone acting on its behalf. This can include directors, officers, committee members and others.

13. Is the co-op responsible for the acts of individual members?

If the co-op is a place where discriminatory or harassing language or acts are common, it is said to have a "poisoned environment" or "poisoned atmosphere". Under the *Human Rights Code* the co-op could be responsible.

The co-op has to do what is reasonable to ensure that the general atmosphere at the co-op is free of discrimination or harassment on human rights grounds. It cannot just ignore such conduct.

ACCOMMODATION OF DISABILITIES

14. Does someone who is disabled have to obey the same rules as other co-op members?

Yes. But those rules have to be adjusted to allow for the person's disability if it can be done without undue hardship.

15. Does the co-op have to go to special expense to fill the needs of someone who is disabled?

Yes. The co-op has to provide equal housing to everyone, including any members who are disabled. In order to permit the disabled members to have equal housing, special measures may be needed, such as automatic door openers.

The co-op and anyone else providing accommodation has to take such measures if it can be done without undue hardship.

16. What is undue hardship?

Undue hardship is not defined in any exact way. However, it would include cost, outside sources of funding, if any, and health and safety requirements.

17. Doesn't it cost a lot to accommodate people with disabilities?

No. The Human Rights Commission says that a great many examples of accommodation can be done very inexpensively.

For instance, some people are highly sensitive to certain chemicals such as cleaning fluids. Pricing out alternatives that are less offensive (and maybe

better for the environment) shows that they only cost a co-op slightly more. The same is true of a great many other accommodations.

18. Is there a hard and fast dollar limit for an accommodation?

No. The *Human Rights Code* does not state a specific limit and the explanations given in court and tribunal cases do not lead to any specific limit. You should consult your local federation or lawyer when this issue comes up.

INDIRECT DISCRIMINATION

19. What is indirect discrimination?

Indirect discrimination is also called “constructive” discrimination. It exists if there is a requirement or factor that is not discrimination on a prohibited ground but that results in the exclusion, restriction or preference of a group of persons identified by a prohibited ground.

An example might be religious beliefs. Co-ops might be scheduling meeting times for good reasons that have nothing to do with any human rights issues. But if a members’ meeting falls on a holiday that affects a lot of the members, that could be indirect discrimination.

20. Does the co-op have to go to expense or change its rules to avoid indirect discrimination?

Yes. But the co-op’s obligations are subject to the same test of undue hardship as for accommodating disabilities.

EQUAL TREATMENT FOR ALL MEMBERS

21. Does accommodating disabilities and avoiding indirect discrimination involve treating some members better than others?

No. This is the biggest issue that bothers co-op members. Co-ops are founded on the basis that all members have equal worth. This is not like other kinds of corporations where worth depends on the number of shares or the amount of investment.

But sometimes people have to be treated differently in order to receive equal service. For instance, no one would suggest that there is anything wrong with giving a household of five a larger unit than a household of one. It is accepted that this better fits their needs.

In the same way co-op services need to be adjusted in a sensitive way to meet other specific needs of co-op members if it will not cause undue hardship.

22. Is the co-op entitled to proof of the needs?

Yes. The co-op is entitled to reasonable evidence if there is any need for accommodation.

However, the most important thing to remember is that the member involved is entitled to be treated with dignity. People should get away from the mindset that there is any kind of "special privilege". Instead recognize that whatever is being done is being done to give service that is effectively equal to others.

Therefore, any request should be treated with respect and dignity, and, of course, complete confidentiality on a need-to-know basis.

OTHER ISSUES

23. Are there other legal issues related to the *Human Rights Code* and human rights at co-ops?

Yes. A lot of them. This paper only skims the surface. It is important to get legal advice when issues come up.

24. If a complaint is made against the co-op to the Human Rights Tribunal, what should the co-op do?

First, the co-op should report it to the co-op's insurance company. The complaint might be covered by the co-op's insurance.

It is important to do this whether or not the co-op thinks there is any merit in the claim. That is because the legal or other costs can be very high, whether or not the co-op defeats any complaint. The insurance company may not provide coverage unless it is consulted from the beginning. It is a requirement of the insurance that the co-op consult it from the beginning.

Second, the co-op should not discuss the matter with the person involved or their lawyer and no one acting on the co-op's behalf should do so.

Third, the co-op's own lawyer should be notified in the case the insurance company lawyer does not take over.

25. Will following the Human Rights By-Law No.17 mean that no claim can be made against the co-op?

No. The By-law is intended to be a way to enhance human rights at the co-op and to resolve problems. However, anyone who is dissatisfied or does not want to use the By-law can complain to the Human Rights Tribunal.

MEMBER BEHAVIOUR AGREEMENT

Purpose of Agreement:

The purpose of this agreement is to describe what all members should know about what is expected of them and their children and to describe what members need to believe in their hearts and minds to be a good and valued member of Clarion Co-operative.

All people living at Clarion Co-operative – children, youth and adults have a role in making Clarion more than just a place to live. You are your child's role model and together you can add harmony to the community and reduce conflict by defining expectations.

Definition of Appropriate Behaviour:

1. Use respectful language and no profanity.
2. Respect the property, do not damage or destroy property.
3. Talk at a normal level, do not yell or be extra loud.
4. Pick up your garbage.
5. Use equipment and area for their intended purpose only.
6. Internal road ways are very dangerous, be cautious when playing and driving.

GUIDING PRINCIPLES:

The Members in Clarion Co-operative are guided by the Co-operative Principles of:

1. Voluntary and Open Membership
2. Democratic Member Control
3. Member Economic Participation
4. Autonomy and Independence
5. Education, Training and Information
6. Co-operation among Co-operatives
7. Concern for Community

Members Agree to the following Acceptable Behaviours:

1. Use of Space
2. Behaviour within the Co-operative
3. Interaction with Each Other
4. Making Policy Decisions

SAFETY

The children and youth must be considered safe at all times. All adults have a responsibility and an obligation to ensure the grounds and equipment are safe. Children and youth have a responsibility to make wise decision about where and how they play. Parents and adults have a responsibility and an obligation to advise children and youth about safe play, to stop dangerous play and to report unsafe play to parents in a respectful manner.

PARENTAL SUPERVISION

The primary responsibility for children/youth, as expected, belongs with the parents. This includes guests of the children/youth. Parents must take an active role in advising their children about the expectations of the Co-operative regarding appropriate play and use of space. Parents must ensure that their children are behaving appropriately when outside in the co-operative and not infringing on other members rights to "quiet possession of their unit".

MUTUAL RESPECT

Adults and youth must demonstrate respect for one another. Adults must use appropriate language and demeanor when approaching youth and should only intervene /confront children/youth if imminent danger exists. Adults must make reasonable and relevant requests of the youth (within the intent of this agreement and the law). Youth must use appropriate language and demeanor when responding to adults. Youth must immediately cease any inappropriate behavior and/or leave the area if appropriate.

FINANCIAL RESPONSIBILITY

Members are responsible for any damages caused by themselves or their children or guests.

SECURITY – PERSONAL AND PROPERTY

All members have a right to feel safe and secure in their own home. No person may act in a manner that suggests another person may need to be afraid for their personal safety or the safety of their property. Lock up your valuables and garages. Do not leave stuff lying around.

USE OF COMMON SPACE

All common spaces on both 50 & 55 are available for use by all members, their children and guests. Parks and basketball areas close at 9:00 PM. Do not speed on internal roadways.

RESPECT YOUTH RIGHTS TO PLAY AND BE AN ACTIVE PART OF THE CLARION COMMUNITY

Members must respect the fact that the youth of Clarion have a right to play and be an active part of this community. Clarion is a diverse community that represents many types and sizes of families. The youth should be outside living active and playful lives. No member has the right to ask them to stop appropriate play. Members must acknowledge that townhouse living in a family community has many inherent “daily living” noises. Activities must not be determined or deterred by “agreements” but should be encouraged through parent participation, community support and education.

The youth are a very important part of the community and will be members in a few short years. Members should start the youth working on the co-operative ideals now, working together and in the best interests of Clarion.

DEFINE USE OF SPACE AND TIMES FOR PLAY:

1. Playgrounds at 50 and 55 Morning Calm and basketball area are closed at 9 PM. Children and youth should not be playing on the play structure after that time. Both sides are for everyone.
2. The Recreation Area field at 55 Morning Calm is considered closed at 10 PM. Children and youth should not be playing on the field after that time.
3. No skateboarding, roller blades, scooter etc., on the walkways or ramps in the front or back of unit 52 to 59 at any time. Children and youth should only be on the walkways and ramps if they are visiting units 52 – 59.
4. No playing on internal roadways after dusk. Between 9:00 PM and 9:00 AM is quiet time, be reasonable with noise.
5. Graffiti is unacceptable and members should encourage their children and their guests to refrain from this behaviour. If graffiti is noticed within the co-op, members should immediately report it to the co-op office using a maintenance work order form.

Approved by the Board of Directors: October 18, 2017

Approved by Membership: November 29, 2017

I hereby agree to the terms of this agreement:

Unit No.: _____

Date: _____, 20____

Signed: _____

Signed: _____

Signed: _____

Signed: _____