

HUNTER ESTATES HOUSING CO-OPERATIVE LTD.

COMPLAINT PROCESS FOR THE PARKING POLICY

1 – VIOLATION OF THIS POLICY

The process for dealing with alleged violations of this policy is as follows:

Making a Parking Complaint – General

If a Member feels that a Member, Resident or visitor is in violation of this policy they should:

- 1.1 First, talk to the person to inform them of the violation, documenting the date of the communication.
- 1.2 If the violation continues Members should report the violation in writing to Hunter Estates office. The identity of the complainant will be kept confidential. There will be no response to verbal complaints.
- 1.3 If Hunter Estates' employees, during regular performance of their duties, observe a violation of the parking policy, they may file a written report, and this report shall serve as a formal record of the violation in the same way as a written Member complaint.
- 1.4 If more than one complaint is received within a period of a week about the same violation of the parking policy, the complaint will count as one complaint only.

Enforcement – General

- 1.5 Upon confirmation of any formal, written complaint or report, the Member who has allegedly violated the policy will be issued a warning letter by the Parking Committee and asked to take corrective measures or refute the complaint in writing.
- 1.6 The Member will have seven (7) days to respond.
- 1.7 If corrective measures have not been taken or a refute to the complaint has not been made to the Parking Committee then this will be considered a 1st Verified Offence and a copy will be kept in the Member file. The Parking Committee will meet with the Member, discuss the violation, and explain the parking policy and procedures and the consequences of not following them. The Parking Committee will then report to the Hunter Estates Board.
- 1.8 The Members will have up to a maximum of seven (7) days to take corrective measures.
- 1.9 If the mandated corrective measure has not taken place or the Member continues to violate the Parking Policy, a 2nd Verified Offence will be considered to have occurred,

and all the costs associated with the correction of the infraction will be the Member's responsibility.

- 1.10** If a 2nd Verified Offence is confirmed, the member could be brought before the Hunter Estates Board and could be fined up to, but not limited to, **\$150**, at the discretion of the Hunter Estates Board.
- 1.11** If the mandated corrective measure still has not taken place or the Member continues to violate the Parking Policy, a 3rd Verified Offence will be considered to have occurred. Upon receipt of notice of a 3rd Verified Offence; the Member will be fined up to, but not limited to, **\$250** and asked to appear before the Hunter Estates Board to give reasons why their parking privileges should not be revoked.
- 1.12** The Hunter Estates Board will make the final decision on action to be taken such as revoking parking privileges or giving the Member another chance. Should further violations of this policy or procedures occur the Hunter Estates Board may determine that the matter is chronic and warrants termination of membership and occupancy rights.

HUNTER ESTATES HOUSING CO-OPERATIVE LTD.

PARKING POLICY

Type of Policy: Major Policy – This policy can only be passed, amended or rescinded by special resolution at a General Membership Meeting.

Supervising Authority: Hunter Estates Board of Directors ("Hunter Estates Board")

1 – INTRODUCTION

This policy contains information about Hunter Estates Housing Co-operative Ltd. ("Hunter Estates") parking rights and responsibilities. Its purpose is to acquaint all users with the rules and regulations. Compliance is required, since the ultimate success of this policy depends upon mutual consideration, courtesy and co-operation.

2 – OBJECTIVE

The objective of this policy is to outline requirements concerning parking and operation of vehicles on Hunter Estates property. It is intended to allow fair and equal access to Members, non-member residents, and to visitors.

3 – DEFINITIONS

For the purpose of this policy the following definitions apply:

- (a) "Acceptable Vehicle" shall mean any passenger vehicle (i.e. car, van, SUV, motorcycle, single axle truck).
- (b) "Derelict Vehicle" shall mean any vehicle that is inoperable, or does not have a valid licence plate, registration, and valid and up-to-date vehicle insurance.
- (c) "Member" is anyone listed as a member on the Shareholders' Agreement.
- (d) "Parking Stall" refers to the marked parking space for a vehicle.
- (e) "Over-Sized Vehicle" shall mean any motorized or non-motorized vehicle that, when parked in a Parking Stall does not leave room to safely exit the vehicle, or impedes access to adjacent vehicles (i.e. dual axle vehicles, bus, cube van, etc.).
- (f) "Recreational Vehicle" is any motorized or non-motorized vehicle used for recreational purposes.
- (g) "Resident" is any person of any age living at an address located in Hunter Estates, whose name does not appear on the Shareholders' Agreement.

- (h) "Vehicle" means a device in, on or by which a person or thing may be transported or drawn on a highway and includes a combination of vehicles but does not include a mobility aid. (*Traffic Safety Act, Section 1*)
- (i) "Verified Offence" is a confirmed violation of the policy by the Parking Committee or the Hunter Estates Board.
- (j) "Visitor" shall be any non-member or non-resident driving and/or parking on Hunter Estates property for the purpose of social, personal or business reasons.

4 – MEMBER'S PARKING

- 4.1** All units in Hunter Estates will have one (1) Parking Stall designated to their unit which will be included in their monthly housing charge. Members must use the Parking Stall as designated in the Shareholder Agreement before using a visitor Parking Stall.
- 4.2** All Members and Residents who own a Vehicle, and wish to park on Hunter Estates property, must register their Vehicle(s) with Hunter Estates office. All Members must fill out the applicable form at the Office. Failure to provide current up-to-date information to the office is a violation of Section 9.1 of the Hunter Estates Bylaws and may result in termination of membership.
- 4.3** A maximum of two (2) Vehicles per unit are allowed to park on Hunter Estates property.
- 4.4** Members will be solely responsible for ensuring that all terms and conditions of the Parking Policy are met by his or her Residents and/or visitors. Any violation of this policy and subsequent disciplinary action will be enforced on the Member and not his or her Resident or visitor.
- 4.5** If a dispute arises as a result of who has the right to park in a particular Parking Stall, the Hunter Estates Shareholder Agreement will take precedence.

5 – VISITOR'S PARKING

- 5.1** Members or Residents who require an additional Parking Stall can use **one open** visitor Parking Stall for no longer than 72 consecutive hours.
- 5.2** All parking complaints or disputes must be made by the Member and not by a Resident or a visitor. Complaints or disputes that cannot be handled by Members alone should be brought to the attention of the Parking Committee or the Hunter Estates Board. All complaints must be provided in writing or by email before any action is to take place.
- 5.3** Non-motorized vehicles, recreational vehicles and non-motorized campers, may not be parked in a Member's designated Parking Stall except to load and unload for a maximum of twenty-four (24) hours. This will be effective as of November 1, 2017.

6 – DERELICT VEHICLES ON HUNTER ESTATES PROPERTY

All Vehicles parked on Hunter Estates property must be roadworthy, licensed and insured. Any Derelict Vehicle found on Hunter Estates property will be towed or removed without notice at the Vehicle owner's risk and expense.

7 – OVER-SIZED VEHICLES

All Over-Sized Vehicles must be parked off-site.

8 – MAINTENANCE OF VEHICLES

- 8.1** Major repairs, such as but not limited to motors, transmissions, mufflers, auto body, paint, sand blast, sanding or welding, may not take place on Hunter Estates property at any time.
- 8.2** Minor repairs or changing of tires may be done, but only during daylight hours and only in the Member's designated Parking Stall. Do not leave Vehicle up on blocks unattended. No oil changes are allowed on Hunter Estates property. Any spills or leaks must be cleaned up immediately at the Member's cost.
- 8.3** Vehicles may be washed with water only per the City of Calgary Drainage Bylaw 37M2005 (no detergent, shampoo, etc.) making sure to keep nearby Vehicles dry. Do not wash your Vehicle in winter months as icing is a safety hazard.

9 – GENERAL

- 9.1** Vehicles may not be parked or stopped on any roadway or any designated Fire Lane as outlined in the City of Calgary Parking By-Law 26M96 section 27.6.
- 9.2** Vehicles may not be parked or stopped in such a way as to interfere or block any roadway, walkway/sidewalk, parked Vehicle, and another person's access to their Parking Stall.
- 9.3** Parking on any and all grass areas is prohibited.
- 9.4** Contractors Vehicles and trailers when not in use will be parked in a designated area.
- 9.5** Extension cords lay flat on the ground and do not lie across any sidewalk, in accordance with the City of Calgary By-Law 20M88 section 17.3.
- 9.6** Members are responsible for removing snow from their designated Parking Stall.
- 9.7** All Vehicles must be removed from Hunter Estates property for the annual parking lot cleaning. Any Vehicle that is not removed the Member will be fined **\$100** fee and will be

responsible for all towing charges so cleaning can be done or for the cost of having the contractor return to complete the cleaning.

- 9.8** Members, Residents and visitors must park between the yellow lines of their designated Parking Stall. Only one (1) Vehicle shall be permitted within that designated Parking Stall, motorcycles cannot be parked in front of other Vehicles. Motorcycles are also not to be parked on decks.
- 9.9** Complaints or disputes that cannot be handled by Members alone should be brought to the attention of the Parking Committee or the Hunter Estates Board. All complaints must be provided in writing or by email before any action is to take place.
- 9.10** Hunter Estates assumes no responsibility for damages or loss to a Member's, Resident's or Visitor's personal property or their Vehicle while on Hunter Estates property. Use of a visitor Parking Stall is solely at the risk of the Vehicle owner.
- 9.11** Members or Residents are expected at all times to keep their Vehicles in such a state of operation that they cause no objectionable noise or pollution in accordance with the City of Calgary Traffic Bylaw 26M96 that could interfere with the reasonable enjoyment of the premises by other Members.
- 9.12** The Hunter Estates Board will make the final decision on action to be taken such as revoking parking privileges or giving the Member another chance. Should further violations of this policy or procedures occur, the Hunter Estates Board may determine that the matter is chronic and warrants termination of membership and occupancy rights.
- 9.13** Refer to the Complaint Process for further information.

10 – PROCESS FOR MAKING A COMPLAINT

Follow the steps outlined in the Complaint Process to the Parking Policy attached.

This policy expands on the following Shareholders' Agreement:

- Section 3 – Occupancy Right

Process for the Parking Policy

Board Approved: [DATE]