

CLINTWOOD NON-PROFIT HOUSING CO-OPERATIVE

BY-LAW NO. 21 PARKING BY-LAW

**Passed by the Board of Directors on February 26, 2018**

Passed by the General Members June 4, 2018

## Article 1: Purpose of this by-law

The purpose of this by-law is to make clear the co-op's rules on parking and operation of vehicles on co-op property. To ensure that available parking spaces are allocated fairly and that member's parking privileges are upheld, according to this by-law. The following rules and regulations on vehicle control apply to members and their guests. Further, this by-law will ensure that the rights to available visitor's parking are not abused.

For the purposes of this by-law, the term MEMBER is considered to refer to any person who has been accepted as a member or long-term guest of the co-operative by the board of directors.

## Article 2: Administration Procedures and penalties

2.1 The office has the right to impose penalties on members for the violations of the by-law without being required to representations from the members. The procedure will be:

- > There will be no written warning;
- In the case of a violation, a \$50.00 fine will be imposed on the member; a second violation will receive a \$100.00 fine on the member and will be collectable in the same manner as housing charges;
- If there is a subsequent violation, the member will lose the privilege of having a parking spot and will receive a letter stipulating that the parking charge will no longer be accepted from them and they will have one week to remove their vehicle or it will be towed at their cost;
- All violations become part of the members' file. Appeals regarding any warning or fine may be appealed, in writing to the Board of Directors within 14 days of the date of any notice;
- No further appeals after this process is completed.

## Article 3: Member Parking

3.1 Each unit is entitled to one (1) spot which will be assigned by the office. If a second spot is requested, and is available, that spot will be given at a cost of \$30.00 (current charge). If you currently have a 3<sup>rd</sup>. spot, that spot will be at a cost of \$60.00 (double the current charge). Anyone who has three or more spots at the time that this by-law is approved will be able to keep them with the currently registered license plate and car information. No new third spots will be given out. If a new vehicle is obtained, that new vehicle will not be "grandfathered" in with this by-law. N.B. if there are not enough parking spots available, people with a spot and no car OR a third spot, the member will be asked to hand in the third spot. The two spots currently used by 1974-6 & 9 are to be

grandfathered so they may keep their spot. Should they move out, the spot is no longer grandfathered.

Upon written request, re-assignment of a parking spot in a different lot may be considered by the office.

It is the responsibility of each member to notify the office in writing of the vehicle model, colour, and license plate number of the vehicle to be parked in the member's assigned parking space within 7 days should any change occurs. Failure to do so is a violation of this by-law.

- 3.2 All vehicles parked on co-op property must be roadworthy, have valid license plates, and valid insurance. Any derelict vehicles found on co-op property will be ordered towed away at the owner's expense.

Roadworthy for the purposes of this by-law, is defined to be a vehicle which is good running order (e.g. no excessive leaks of any type [oil, gasoline, transmission fluid, no flat tires]), and able to be driven off-site when requested by co-op official to facilitate parking lot maintenance. Members may apply to the office for a temporary exemption to this policy. If a vehicle is not roadworthy, the member will be sent a letter stating that the vehicle is to be made roadworthy within one month. If it is not made roadworthy within that month's time a second letter will be given stating that effective the first of the next month, the co-op will no longer accept their payment for the parking space and the space will belong to the co-op and the member is to remove the vehicle from the premises or it will be towed away, at their expense.

- 3.3 Members shall not carry out any mechanical work or automotive repairs on co-op property, other than routine maintenance (topping up of fluids, changing light bulbs, changing windshield wipers), light repair, and cleaning (i.e. interior and body washing/waxing). Engine shampooing, oil changes, or injection work are violations of this by-law. This is intended to protect the environment by preventing toxic substances from being dumped in the sewer systems, to protect the safety of the members and to prevent unnecessary damage to the asphalt surfaces in the parking areas. Garbage from car interiors, including ashtray contents, is to be taken to the main garbage bins.

- 3.4 Parking on co-op property is intended for cars, vans, motorcycles (with kick stand on a piece of wood), and small trucks (3/4 ton and under). The parking of more than one vehicle in a parking spot and/or larger than 3/4 ton on co-op property by a member or guest is a violation of this by-law.

- 3.5 No parking is permitted on or over sidewalks, in accordance with Regulation 477 of the Highway Traffic Act. There will be no parking on pathways, unit patios, backyards or common grass areas. Parking of any recreational vehicles such as boats, campers, or

trailers is not permitted anywhere on co-op property. Parking in prohibited areas is a violation of this by-law.

3.6 Members are required to store all recreational vehicles including all sized boats and trailers, and any vehicles that are not roadworthy or do not have a valid licence plate, elsewhere. They cannot be stored anywhere on co-op property, including unit patios.

3.7 Members MUST display, and have visible, the parking permits provided by the co-op; if not, this is a fineable offence (see article 2).

#### Article 4: Additional parking spots

4.1 Any other parking spot other than a primary spot is considered a privilege. The parking committee may ask the board of directors to revoke this privilege in any case where members have violated this by-law.

4.2 A member must own the additional vehicle, and provide documentation if requested in order to be placed on the waiting list for an additional parking spot.

4.3 A person must be a member of the co-operative in order to be eligible for an additional parking spot when available.

b) Exception to 4.3 a) may be permitted by the parking committee only where a member requests in writing for an additional parking spot for a family member, personal support worker, or long term guest who was approved by the board.

c) The member is responsible to ensure that guests abide by the parking by-law, and that the guest's parking fee shall be assigned to the member's housing charges.

4.4 If a member has been granted an additional parking spot and for any reason does not have a roadworthy licensed vehicle to park in that space, the office must be advised within 7 days, and the space will be given to the next member on the waiting list. No member can retain an additional parking spot for the use of their visitors, or another member in another unit.

#### Article 5: Parking Restrictions

5.1 Visitors, co-op employees, and contractors, may park their vehicles in designated parking spaces.

5.2 In the event of a snowfall, all members are expected to co-operate in removing vehicles from roadways and parking area to facilitate snow removal when requested by any coop official or office staff.

5.3 Notwithstanding section 2.3 of this by-law, vehicles parking in the fire routes or blocking passage of other vehicles will be tagged and towed, at the owners expense, without prior notice.

5.4 Members are not allowed to park their vehicle in visitor parking at any time.

#### Article 6: Visitors Parking

Visitors for purposes of this by-law is defined as an overnight guest of a member.

6.1 Members must register their visitors' vehicles following the process being used at that time. Each household can have visitors in the parking area for 10 days per 30 day period unless approved by the office.

6.2 There are only 8 visitors' spots (4 in north parking lot, 4 in south parking lot). The use of these spots are first come first served.

6.3 Members are responsible for informing their visitors where they may park their vehicles and informing them of the co-op's parking regulations.

6.4 Members and their guests must not park in other members' assigned spaces, without approval by said member. Members are responsible for reporting any unauthorized vehicles parked in their allotted space to Parking Enforcement (311) or the co-op security company at that time.

6.5 As in other matters, members are responsible for their own behaviour, and that of their household and their guests.

#### Article 7: Use and maintenance of parking spots

7.1 Members are expected to observe common courtesy towards their neighbours by parking in such a way as not to interfere with the entry or exit of other vehicles e.g. parking midway between lines.

7.2 The co-op is responsible for the maintenance, repair, snow clearance and regular cleaning of main parking areas. When possible the co-op will clear individual parking

spots, but this is the responsibility of the member. The member must remove the snow in such a way as it does not interfere with the main travel areas and it must never be placed in any other parking spot. Members are expected to co-operate in keeping parking areas tidy.

7.3 When there is a need for repairs or maintenance to parking areas or other unforeseen emergency requires it, members will be expected to comply with requests to move

their vehicles to allow for work to be done. The co-op will make every attempt to accommodate the parking needs of the members during such times, and will provide as much notice as possible.

Note: From time to time, it may be necessary to relocate assigned parking spaces (i.e. snow removal, repairs or markings etc., or for any other reason deemed necessary by the board of directors). Members are expected to comply with such requests immediately.

7.4 Members are responsible for maintaining their vehicles so as not to damage the asphalt. If any vehicle is continually leaking fuel, oil, or any other substance, the member will be notified and he/she must take immediate action to repair the vehicle or remove the vehicle from co-op property. Failure to remove vehicles within the time set in the notification will be a violation of this by-law. Excessive oil leaks must be dealt with as soon as possible. Note: the speed limit is 20 km/hour on co-op property

7.5 Members, visitors, and co-op employees are required to drive slowly and with care in parking lots so as not to endanger the lives of children, animals, and fellow members.

7.6 The co-op accepts no responsibility for damages to or loss of belongings from vehicles parked on co-op property. Members must retain valid insurance for any vehicle parked on co-op property.

7.7 Parking lots and driveways are for the use of motorized vehicles/scooters and are not to be used as a playground for cycling stunts, rollerblades/skate boards.

7.8 Parents are advised to warn children of the dangers of cycling in parking areas.

## Article 8: Tagging and Towing

8.1 The board of directors will contract a towing company to enforce the co-op's parking by-laws. The approved towing company will be given a copy of the co-op's parking bylaw. The towing company may not tow unless they are called by a representative of the board of directors or staff, if a vehicle is illegally parked on co-op property.

It is the member's responsibility to ensure that their own, as well as their long-term guests' vehicles are protected by registering them with the office immediately.

- 8.2 Since it is the co-op's legal responsibility to maintain access for fire and other emergency vehicles, any vehicles parked in a restricted area may be tagged and/or towed at the owner's expense.

All driveways are restricted areas. Appropriate signage noting municipal by-laws are posted. No vehicles may park in the driveways at any time, for any length of time.

#### Article 9: Liability

- 9.1 Clintwood Non- Profit Housing Co-operative does not accept responsibility or liability for theft or vandalism to vehicles parked on co-op property, whether authorized or not.

Clintwood Non-Profit Housing Co-operative does not accept responsibility for possible damage to vehicles towed from co-op property due to illegal parking or unsafe situations (gas leaks, left on jacks or ramps, etc.)

All costs related to tagging and/or towing will be at the expense of the owner.