

# Echo Ridge Cooperative Corporation No. 2

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## RULES & REGULATIONS POLICIES & PROCEDURES

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# Echo Ridge Cooperative Corporation No. 2

## SECTION ONE

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### GENERAL GUIDELINES, CITY, COUNTY AND STATE CODES, ENFORCEMENT

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1. Violations of all applicable City, County, and State codes (*i.e., noise, health, fire, etc.*) that result in the issuance of citations by the appropriate agency may result in fines, as determined by the agency.

#### Telephone Numbers for Services, etc.:

#### DIAL

For Police or Fire Emergency .....	<b>911</b>
Police Non-Emergency .....	791-4444
88-Crime Hotline .....	882-7463
Adult Protective Services .....	877-SOS-ADULT
Child Abuse Hotline.....	888-SOS-CHILD
Gas Odor or Smell (Report Day or Night 24 Hours).....	746-1076
Pima County Animal Control .....	743-7550
Community Information & Referral.....	881-1794
Crisis Counseling .....	323-9373
Household Hazardous Waste .....	888-6947
Fire Safety / Community Services.....	791-4502
Parks & Recreation Center (Clements Center) .....	791-5787
Parks & Recreation (Therapeutics Center) .....	791-4504
Senior Citizens Clubs.....	791-4865
Arizona Vehicle Theft Task Force (Toll Free) .....	1(888) 622-0888
“Watch Your Car” Registration (Toll Free) .....	1(888) 668-4433

2. Rules and regulations are intended to maintain suitable decorum for the Cooperative community. Violations of these may result in the Shareholder being notified, requesting subsequent action for compliance.
3. For general information, documents, and material specifications contact the Property Manager at (520) 999-1725.
4. Corporation reserves the right for periodic inspection of the Dwelling Units.

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## **SECTION TWO**

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### **PROCEDURES FOR SALE OF DWELLING UNIT**

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#### **GENERAL INFORMATION REGARDING SALES PROCEDURE**

1. Selling Shareholder must fill out and file with the Property Management Office a Notice of Intent to Sell, and vacate (form included in this Section).
2. It is the responsibility of the selling Shareholder to find a Buyer.
3. The selling Shareholder is to provide a copy of the general Information for prospective Shareholders to any real estate listing agent, if listing the Share and occupancy rights for sale; or provide to a prospective purchaser, if the sale and assignment of Membership Certificate is being handled directly by the Seller.
4. When an offer to purchase contract is signed and escrow has been opened and the management office has received notice or copies of contracts, the prospective Buyer must schedule with the Property Management Office for an interview to fill out a credit application and background check authorization at the Buyer's expense.
5. Prospective Buyer will be provided with copies of all pertinent information and documents including the Occupancy Agreement, By-Laws, and Articles of Incorporation discussed with the Buyer.
6. Management to advise the Board of Directors of the applicant's credit report and background check. The final approval for transfer of Membership Certificate will be made by the Board. The Member and Prospective purchaser(s) will be advised of the approval or denial of the application.
7. Buyers to be advised that there is a \$220.00 Share Transfer Fee.
8. Buyers will be advised if approved and authorization to proceed with the Close of Escrow.
9. When sales transaction or assignment of the Certificate is finalized between the Buyer and the Seller, the Seller must assign the Share to the Buyer. The properly assigned Share must be presented to the Property Management Office, along with \$220.00 Transfer Fee for the issuance of a new Membership Certificate.
10. Upon assignment of the Share to new Member(s), the new Member(s) are to complete all documents and payment of any and all funds due the Cooperative with the Property Management Office.
11. Upon closing the sales transaction and assignment of the Membership Certificate, the new Member(s) are to contact the Resident Manager with information regarding the move-in date.
12. Selling Shareholder(s) are responsible to provide key(s) to the Purchaser, including (a) Unit; (b) Laundry Room; and (c) Pool Gate. New keys issued by the Cooperative are \$2.00 for Laundry Room, and \$10.00 for Pool Gate (*non-refundable*).

# Echo Ridge Cooperative Corporation No. 2

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## NOTICE OF INTENT TO SELL

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UNIT NO. \_\_\_\_\_

DATE \_\_\_\_\_

Efficiency

One-Bedroom Terrace

Two-Bedroom Terrace

Two-Bedroom Townhouse

Three-Bedroom Townhouse

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\$ \_\_\_\_\_ MONTHLY CARRYING CHARGE \_\_\_\_\_ RESERVED PARKING SPACE

This letter is to notify you of my intention to sell, effective as of today. I will be vacating Unit No. \_\_\_\_\_ no later than \_\_\_\_\_.

The undersigned hereby states that Certificate No. \_\_\_\_\_ is in my/our immediate possession, and will be delivered with proper endorsements to the Corporation upon request. The above-referenced Dwelling Unit will be delivered to the Buyer of said Membership Certificate in substantially the same condition as the Dwelling Unit was in when the Unit was viewed by the Prospective Purchaser. The undersigned agrees to abide by the action of the Board of Directors relating to the proposed sale and that all prospective purchasers must be acceptable to the Board of Directors of Echo Ridge Cooperative Corporation No. 2, and the sale must comply in all respects with the By-Laws, other Rules and Regulations, and Occupancy Agreement of the Corporation in effect as of the date of the sale.

Alterations or modifications to Unit (*list dates if applicable; include Permits/Inspections*):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MEMBER: \_\_\_\_\_

MEMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

FORWARDING ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER(S): \_\_\_\_\_

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## **GENERAL INFORMATION FOR PROSPECTIVE MEMBERS**

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OF

**ECHO RIDGE COOPERATIVE CORPORATION No. 2**

**8130-8170 East Broadway Boulevard ■ Bldgs “F”, “G”, “H”, “J” & “K”**

**Tucson, Arizona 85710**

1. All of the property (*residential buildings, common area grounds, facilities, parking areas and structures*) is owned by an Arizona Corporation whose “Articles of Incorporation” and “By-Laws” are especially designed to allow it to own and operate a housing Community for its eighty-seven (87) Members.
2. A Member owns one Membership Certificate in the Corporation which allows him/her exclusive right to occupy a housing Unit, but he/she does not own that Unit.
3. A Member’s right of occupancy of a housing Unit extends to the right of occupancy of one (1) assigned parking space.
4. The Member holding the one Membership Certificate has the right to sell and/or assign his/her share, occupancy rights, and the interest in the Dwelling Unit.
5. Each Shareholder is automatically a Member of the Cooperative.
6. The Board of Directors, consisting of five (5) elected Members, is responsible for the management and administrative functions of the Corporation. They make all final decisions.
7. Only a Member(s) and immediate family may occupy a housing Unit.
8. The Member must enter an Occupancy Agreement that is a statement of the conditions to which a Member commits himself, family Members and guests.
9. No sub-letting or leasing is allowed.
10. There is a limited Pet Policy (assistive animals exempt).
11. A monthly carrying charge is assessed to each Unit as a proportionate share of the operating expenses.
12. Utilities. The Member is responsible for individually metered electric service provided to the assigned housing Unit. The Cooperative is responsible for ALL water, gas, electric service, and refuse removal provided to the common areas, and water and gas to the Dwelling Units.
13. The Articles of Incorporation, By-Laws, Occupancy Agreement, Community Rules and Regulations, and Policies and Procedures govern the Cooperative Housing community of Echo Ridge Cooperative No. 2.

# *Echo Ridge Cooperative Corporation No. 2*

## SECTION THREE

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### REMODELING, MAINTENANCE, REPAIRS, IMPROVEMENTS

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A. MAINTENANCE POLICY ~ REFER TO OCCUPANCY AGREEMENT, ARTICLE VII, REPAIRS  
**Corporation's Responsibility.** The Corporation will repair and/or maintain the following items:

1. All structural areas including the roof.
2. Pest control.
3. Parking area.
4. Common grounds, including landscaping and irrigation system(s).
5. Pool area, including maintenance of pool and filtration system.
6. Laundry facilities.
7. Plumbing and electrical.
  - (a) Plumbing
    - (1) Main water or sewer lines from the meter(s) servicing all common elements and to the individual Dwelling Unit house service line.
    - (2) Water or sewer lines within the Dwelling Unit and forming part of any system serving one or more other Units or the common elements.
  - (b) Electrical
    - (1) Electric service to all common element lighting, pool and laundry facilities building.
    - (2) Original building wiring, to the switches and outlets.
    - (3) Circuit breakers.
8. Laundry drying yard fence.
9. Painting. The Corporation will paint all visible exterior building block walls, exterior surface of townhouse patio block walls, and dumpster enclosures block walls, carport structures, and common areas except:
  - (a) Interior patio walls in Townhouse Units.

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**B. Member's Responsibility.** It is the responsibility of the Member to maintain the Dwelling Unit and surrounding area in a habitable manner and be responsible for the following:

1. All interior, including painting or other wall covering, ceiling texturing, carpeting, and other floor coverings, window coverings, cabinets, sinks, toilet(s), tub, light fixtures, ceiling fan(s), bath tub tile or other tub surround.
2. All glass, screens and weather stripping.
3. Refrigerator, stove, water filtering systems, dishwasher, clothes dryer, and/or washer, antenna, air conditioning unit, garbage disposal, water heater, furnace, security systems, etc.
4. Patios and decks shall be maintained in a clean, non-hazardous and decorative manner.
5. Exterior doors, including locks and deadbolts, and interior doors.
6. Shrubs, flowers or any plantings installed by Member.
7. Owner's building insurance coverage on the Member's interest in the Unit and personal property and liability.
8. All internal & external modifications to the Unit and painting thereof.
9. Interior patio walls in Townhouse Units are to be maintained by the Member.
10. Patio gates on Townhouse Units.
11. Evaporative cooler on common element roof.
12. Storage sheds, etc., in Townhouse patio Units.
13. Responsible for any damage to designated parking area surface.

**C. Member Negligence Clause**

1. The Corporation will charge the Member for any repairs or maintenance, which has been caused by the Member's negligence or misuse of the Corporation's property or the Dwelling Unit of another Member.
2. No Member shall, for any reason, climb onto the roof or allow any unauthorized agent of his to do so.
3. In case the Member shall fail to effect the repairs, maintenance, or replacements specified in Clause "B" of the Maintenance Section in a manner satisfactory to the Corporation, and pay for same, the Corporation may do so and add the cost thereof to the Member's next month's Carrying Charge payment.

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## **APPLIANCES / WATER BEDS**

1. Dishwashers and clothes washers are not allowed in the second-floor units of “G” and “H” Buildings.
2. Water heaters and furnaces will be gas-fired. ALL OTHER appliances will be electric.
3. A Smoke Detector/Alarm will be installed and functioning on each level of the Dwelling Unit. There will be an annual inspection of each unit to ensure compliance with the building safety and insurance requirements.
4. NO WATERBEDS are permitted in any Unit.

## **WINDOW TREATMENT POLICY**

1. The Board of Directors has adopted the following policy governing the appearance of windows in Echo Ridge Cooperative No. 2 in an effort to maintain a neat and harmonious appearance. For these purposes, sliding glass doors shall be considered as windows.
2. Within thirty (30) days of this adoption or of moving into the Unit, the Member must have installed in his or her windows a traditionally recognized decorative form of window covering, such as draperies, curtains, shutters or blinds either horizontal or vertical. No posters or decorative signs shall be displayed.
3. Curtains, drapes or their linings visible from the outside must blend with the colors of the building and trim, and must be in good repair. When viewed from the inside, Members are free to incorporate any colors they wish into their decorating schemes.
4. No Member shall be permitted to install wrought iron over their windows, patio doors, or entry doors without the express written authorization of the Board of Directors.
5. Installation of a window or wall air conditioner must first be approved by the Board of Directors.
6. The Cooperative is responsible for painting entry door exteriors.

## **UNIT WINDOW REPLACEMENT**

**NOTE: ALL WINDOW REPLACEMENTS WILL BE AT THE SHAREHOLDER(S)  
EXPENSE**

1. Replacement windows are to be similar to the existing window format.
2. Replacement windows are to be aluminum or white vinyl type. Insulating glass is recommended.
3. Members must submit a written request to the Board, detailing the location(s) of windows to be replaced, and the contractor who will perform the installations.
4. Members must receive written approval prior to beginning such replacement work.



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## **REMODELING AND LIVING AREA ADDITIONS REQUEST PROCEDURE**

The Board of Directors of Echo Ridge Cooperative No. 2 requires the following procedure for obtaining approval to remodel or to build living area additions to respective terrace or townhouse units.

This is deemed necessary to comply with Article VIII "Alterations and Additions" of the Occupancy Agreement and to abide by government standards of building safety and construction.

Included within this policy are any changes or additions to existing plumbing, electrical, and gas systems or changes to the existing structures, interior or exterior. Normal painting, decorating, carpet and drapery installation is not included. The City and Pima County Assessor's Office considers the following as living area additions:

- a) Permanent room extensions on Townhouse patios;
- b) Solid wall construction to terrace patios/balconies; and
- c) Sliding glass doors to first floor terrace patios.

Procedure:

1. Any Cooperative Member wishing to remodel, reconstruct, demolish, add to, or subtract from the premises constituting the project, must first submit a written request to the Board of Directors for consideration at the next business meeting of the Board of Directors.
2. The request must contain the following information:
  - a) General description of alteration request;
  - b) Detailed plans, specific description, etc., of a nature that may be presented to the City to obtain a permit; and
  - c) Name and license number of Contractor who will be performing the work.
3. If the Board of Directors rejects the proposed plans but suggests appropriate revisions or requests more details, these changes, etc., must be made and re-submitted at the next, or future, monthly Board of Directors meeting.
4. Upon written approval from the Board of Directors of the alteration/addition, the Member will apply for and secure a City Building Permit naming Echo Ridge Cooperative No. 2 as the Owner of the property, and submit a copy to the Board of Directors.
5. Upon completion of the alteration/addition, a final inspection is to be scheduled with the Board of Directors, at which time a copy of an approved inspection by the City must be presented.

The above procedure is established to assure that the beneficial results to the Cooperative Community will be safe, and quality construction that will enhance the value of the community.

# *Echo Ridge Cooperative Corporation No. 2*

## SECTION FOUR

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### INSURANCE REQUIREMENTS

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**1. INSURANCE REQUIREMENTS.** The Corporation shall have the authority to maintain fire and extended coverage insurance on the Common Elements and Common Property buildings or structures with all improvements and betterments, whether made by the Member of the Dwelling Unit or the Corporation, on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs); and other insurance as required by any mortgage on the property and such other insurance as the Corporation may deem advisable on the property in the project.

All such insurance coverage obtained by the Corporation shall be written in the name of the Corporation as trustee for the Members.

**2. INSURANCE EXCLUSIONS.** The Corporation shall not provide insurance on the Member's interest in the Dwelling Unit as described below or on his/her personal property.

**2.1 DWELLING UNIT DESCRIPTION.** Each Dwelling Unit shall include the space enclosed and bounded by the interior unfinished surfaces of the ceiling, floor, walls, and windows or any extensions thereof, including adjacent patio and balcony areas, together with any plumbing fixtures, evaporative cooling and/or air conditioning equipment and ducts or duct work, and electrical equipment which exclusively serves such Dwelling Unit; provided, however, that no portion of the roof, bearing walls or other structural components of the Building in which each Dwelling Unit is located, and no pipes, wires, conduits, flues, shafts, or public utility, water or sewer lines situated within such Dwelling Unit and forming part of any system serving one or more other Dwelling Units or the Common Elements shall be deemed to be part of a Dwelling Unit. Appurtenant to each Dwelling Unit there shall be an exclusive easement over and across the portion of the Common Elements consisting of patio or balcony immediately adjacent to such Dwelling Unit for purposes of the use, occupancy, and enjoyment of such patio or balcony by each Member and the agents, servants, family Members, and the invitees of the Member of the Dwelling Unit immediately adjacent to such patio or balcony. Each patio and balcony shall be maintained in a clean, neat and orderly condition by the Member of the Dwelling Unit benefited by the easement over such patio or balcony. The use of the easement hereby granted shall be subject to such limitations, restrictions, rules and regulations as may from time to time be

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promulgated by the Board, and shall be subject to and governed by the provision of the Occupancy Agreement, the Articles, By-Laws and Policies and Procedures.

## **2.2 DWELLING UNIT PROPERTY NOT COVERED BY CORPORATION INSURANCE**

1. Floor coverings of any kind within a Dwelling Unit above the upper surface of the sub flooring, such as carpeting, vinyl goods or hardwood;
2. Wall coverings of any kind within a Dwelling Unit, such as paint, texture, wallpaper, paneling or permanently mounted mirrors;
3. Appliances within a Dwelling Unit, such as those used for refrigerating, ventilating, air conditioning, cooking, dishwashing, laundering, security or housekeeping;
4. Evaporative cooling and/or air conditioning equipment located on the common area roof of the Dwelling Unit;
5. Permanently installed plumbing fixtures such as bathtub, shower stall, toilet, sinks, water heater, water softener, and water filtering systems;
6. Permanently installed electrical fixtures;
7. Improvements and alterations and other inside building materials such as cabinetry and plumbing or heating systems located within the Dwelling Unit;
8. Permanently installed improvements and alterations such as entry storm doors or security doors, wrought iron window and arcadia door guards, and awnings attached to the exterior wall of the Dwelling Unit, and storage buildings and other appurtenant structures located within the patio or balcony immediately adjacent Dwelling Unit; and
9. Personal property of the Member.

- 3. MEMBER INSURANCE REQUIREMENTS.** The Member will, at his/her own expense, carry an Owner's policy in an amount necessary to maintain fire and extended building coverage and liability insurance on the Member's interest in the Dwelling Unit and any individually owned personal or real property within a Dwelling Unit, attached to the exterior wall or Common Area roof of a Dwelling Unit or located within the patio or balcony immediately adjacent to the Dwelling Unit. It will be the individual responsibility of each Member at his/her own expense to provide as he/she see fit, liability insurance, theft and other insurance covering personal property damage and loss. Proof of insurance coverage will be submitted to the Corporation.

# *Echo Ridge Cooperative Corporation No. 2*

## **SECTION FIVE**

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### **LAUNDRY FACILITY POLICY**

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Echo Ridge Co-op No. 2 maintains a laundry room located in the building west of the swimming pool to which each Member has been given a key. This room has been leased to the WEB Company for its sole use of providing laundry facilities. WEB Company is responsible for the repair and maintenance of the laundry machines. Janitorial services pertaining to the cleanliness of the room are a function of the Co-op, and your cooperation is requested in keeping it neat at all times.

Since these facilities are for the exclusive use of Members, all Members should request outsiders to leave the premises. The laundry doors must be locked when no Member is present and lights extinguished when not in use. Should a machine be working improperly, please leave an "Out of Order" sign on it and report it to the Resident Manager.

Clothes should be removed promptly when the cycles are completed. Members should provide a container so that another Member may remove clothes from either machine if the clothes are left unattended.

DO NOT use dye in either machine, nor put clothing tainted by grease or tar in machines.

**THE CO-OP MAY NOT BE HELD RESPONSIBLE FOR ANY LOSS OR DAMAGE TO A MEMBER'S PERSONAL PROPERTY IN THE LAUNDRY ROOM OR DRYING YARD.**

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## **SECTION SIX**

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### **AGREEMENT REGARDING PET OWNERSHIP AND REGISTRATION**

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1. No new pet(s) will be introduced to the Co-op without registration with the Corporation.
2. Shareholder agrees that only the pet described and named below will occupy premises. No additional or different pet is authorized under this Agreement. One Agreement for each pet must be filed with the Corporation.
3. Shareholder agrees that pet will be kept inside apartment or enclosed patio or balcony at all times except when carried by Shareholder, or on a leash and accompanied by and under the control of Shareholder.
4. Shareholder agrees that pet will not be walked or exercised on any of the property comprising the Cooperative complex in which the premise is located. Shareholder further agrees that if said pet defecates on complex grounds, the feces will be cleaned up immediately.
5. Shareholder agrees to pay any fees charged by the Landscape Contractor to clean up feces attributed to pet and not cleaned up by the Shareholder.
6. Shareholder agrees pet shall be licensed in accordance with the City Code.
7. Shareholder agrees to pay immediately for any damage done by pet to common element or Member property or persons.
8. Shareholder agrees to control excessive noises from the pet at all times.

TYPE OF PET \_\_\_\_\_

BREED \_\_\_\_\_

NAME \_\_\_\_\_

AGE \_\_\_\_\_

WEIGHT \_\_\_\_\_

COLOR \_\_\_\_\_

DATE \_\_\_\_\_

UNIT \_\_\_\_\_

SHAREHOLDER \_\_\_\_\_

SHAREHOLDER \_\_\_\_\_

CORPORATION \_\_\_\_\_

# *Echo Ridge Cooperative Corporation No. 2*

## **SECTION SEVEN**

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### **VEHICLES**

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#### **A. PARKING**

1. Each housing unit is assigned one (1) parking space. Member will be held financially responsible for any damages to the parking surfaces.
2. No recreational vehicles (RVs), trailers, campers, boats, or similar vehicles may be parked on the property. Trailers are permitted for loading and unloading only, and must be removed after twenty-four (24) hours.
3. Inoperable vehicles may not be parked on the property in assigned or visitor parking. An inoperable vehicle is defined as one that cannot be driven on public streets (*i.e., no current license tags, flat tires, no wheels or engines, etc.*).
4. If an inoperable vehicle is left in an assigned or visitor parking for a period longer than 14 days, the Corporation will initiate the towing procedures.
5. The Board reserves the right to tow any vehicle that does not comply with the parking rules. Signs are posted and a notice will be given.

#### **B. NUMBER OF VEHICLES**

1. Limited to one vehicle per household. Visitor parking by an owner is to be done on a temporary basis and not as an assigned space.

#### **C. VEHICLE MAINTENANCE**

1. Minor repairs allowed in assigned parking spaces. No major repairs allowed.
2. Washing of vehicles is NOT permitted on Co-op property.

#### **D. VISITORS PARKING SPACES**

1. No vehicle repairs are permitted. Permitted use is for parking only.

# *Echo Ridge Cooperative Corporation No. 2*

## **SECTION EIGHT**

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### **SWIMMING POOL POLICY**

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The pool will be open for regular use daily, except when being cleaned or repaired. Closing time is 10:00 p.m.

Children under the age of sixteen (16) must be accompanied and supervised by an adult resident/member. Guests of all ages at the swimming pool must be accompanied at all times by a resident/member. The number of guests permitted per resident/member is restricted to a maximum of 4 and a maximum timeframe per visit by guests is capped at 4 hours. Residents/Members who wish to invite a number of guests which will result in exceeding the maximum of 4, the Ramada and Swimming Pool Area may be reserved by that Member/Resident. Residents/members must ensure that their guests use of the pool does not negatively interfere with other residents/members use and enjoyment of the pool. In situations where guests interfere with others use or enjoyment of the swimming pool, they will be asked to leave the swimming pool area immediately.

Residents/Members are solely responsible for their own safety and for the safety of their children and guests. The use of a life jacket is recommended for small children and non-swimmers. The shallow end of the pool should be used by them exclusively. Chemicals used may be harmful to infants' skin, please use caution.

#### **Alcoholic Beverages are NOT permitted in the Swimming Pool Area.**

No running, shoving, dunking, excessive noise or rough play will be tolerated. Courtesy is expected at all times. Diving from side of pool is at your own risk; diving from any elevated place is prohibited.

No food, glass containers or glass bottles are allowed within the enclosed area; drinks should be in plastic or aluminum containers. Cigarette butts and other debris must not blow into the pool. Our filtering system is easily clogged.

Suntan oils and lotions upset the chemical balance in the pool, resulting in additional maintenance costs.

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Absolutely no pets are permitted inside the pool area. **Assistive animals are exempt.** Members are urged to call the police immediately. Owners of such pets violate both City and County health ordinances and are subject to heavy fines.

Plastic or soft rubber balls and floats are allowed ONLY if pool is not crowded. NO FRISBEES are permitted. Please remove all toys, floats, towels and personal lawn chairs when leaving the pool area. No metal chairs are allowed.

Keep gates locked except when entering or leaving.



# *Echo Ridge Cooperative Corporation No. 2*

## **SECTION NINE**

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### **POLICY FOR IMPOSITION OF FINES FOR VIOLATIONS OF THE RULES & REGULATIONS – POLICIES & PROCEDURES**

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After written notice of the violation and an opportunity for a hearing, the Board may impose a fine against the Member for any violations of the provisions of the Corporation's Rules & Regulations – Policies & Procedures.

The fines that may be imposed depend upon the nature of the offense and whether or not it is a continuing violation.

**At the discretion of the Board the range of fines is as follows:**

1. Initial violation (based on the severity of violation) = \$15.00 - \$250.00.
2. if a violation continues beyond thirty (30) days, a fine up to \$10.00 per day will be imposed for each day of violation up to 30 days, up to \$15.00 per day for the next 30 days and up to \$25.00 per day for the next 30 days.

Any fines imposed by the Corporation that are not paid by the Member will be added to the Carrying Charges for the Unit.

Collection of such fines, costs and late fees may be enforced against any Member in the same manner as the collection of the Carrying Charges.

Inoperable vehicles left in assigned or visitor parking are subject to towing if left for more than 14 days. A letter will be sent to the owner of the vehicle or a note will be posted on the driver's window to remove the vehicle or contact management within 5 days if not it will be towed.

# *Echo Ridge Cooperative Corporation No. 2*

## **SECTION TEN**

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### **FEE SCHEDULE effective January 1, 2016**

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1. Monthly Carrying Charges are considered past due if payment has not been received by the 10<sup>th</sup> day of the respective month. Monthly carrying charges not paid by the 10<sup>th</sup> day of the month will be subject to a late fee of \$25.00. Carrying charges that continue to be outstanding as at the end of the respective month due will be subject to an additional late fee of \$100.
2. Carrying charges outstanding as a result of a check charged back by a Financial Institution (for reason of Non-Sufficient Funds, account closed, etc) will in all cases be subject to an administrative fee of \$25.00. Also, if the carrying charges due as a result of the check charge back are not repaid by the 10<sup>th</sup> of the month, the amount outstanding will be subject to the late fees described in 1 above.
3. Amounts due to the Corporation as a result of the Corporation completing repairs on behalf of a Member that the Member is responsible for (as outlined in Rules and Regulations – Section 3 – B – Members Responsibility), that remain outstanding as at the end of the month invoiced will be added to the next month's carrying charge. Should the amount involved remain outstanding past the 10<sup>th</sup> of the month, the late fees described in 1 above will be applicable.

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## **SECTION ELEVEN**

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### **Cooler Repair Process**

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1. During the Furnace Startup/Cooler Shutdown inspection process by the Maintenance Staff, a list of evaporative coolers that will require repairs prior to start-up in the following spring is to be compiled and the related repairs documented with a projected cost.
2. GNC Administrative staff will notify the respective Member(s) of the repairs required by November 30. A further reminder is to be sent to the respective Member(s) by no later than March 15, so that the Member(s) may make arrangements to have the cooler repairs completed.
3. Member is to contact Management by no later than April 15 to arrange to have the repairs completed in co-ordination with the cooler start up process in late April. Repairs estimated in excess of \$200 will require a deposit of 50% of the projected cost in order that the repairs may proceed. Should the Member fail to consent to the repairs, the respective cooler will not be eligible for the start-up process.
4. Should the Member decide to utilize the services of a contractor other than the maintenance staff, the Member will be required to obtain authorization from the board of directors for that contractor to have access to the roof of their building.

#### **Other Repairs** (Water Heater, Plumbing, etc)

1. Repairs to other items that the Member is responsible for maintaining may be arranged for by contacting Management. Repairs that are estimated to exceed \$200 will require a deposit of 50% of projected cost before any work will commence.
2. Members may utilize the services of a contractor other than the maintenance staff if so desired.

# *Echo Ridge Cooperative Corporation No. 2*

## **SECTION TWELVE**

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### **Smoking Policy**

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The Board of Directors has received complaints from residents who have encountered second-hand tobacco smoke on the Corporation's property. Tobacco smoke, including second-hand tobacco smoke is a known carcinogen. In addition, the Board of Directors believes that the large majority of residents in the community find the smell of tobacco smoke objectionable.

Board of Directors hereby adopted the following rule, which shall become a part of the Corporation's Rules and Regulations, enforceable in like manner with all other Rules and Regulations:

#### **Smoking Prohibited in Certain Areas**

Smoking is prohibited within 20 feet of all residential buildings of the Corporation. Smoking is also prohibited in common elements such as the Ramada, the swimming pool, Laundromat and Public Washroom. Without limiting the generality of the foregoing, this prohibition applies to Townhouse Courtyards, Apartment Patios and Breezeways. Smoking is defined as including carrying, burning or otherwise handling or controlling any lighted or smoldering product containing tobacco, including, but not limited to, cigarettes, electronic cigarettes, cigars or pipes. Each member is responsible for the compliance with this rule by the member and all residents within the member's unit, and for all guests and invitees of such member. Violations of this rule may result in a fine pursuant to the Corporation's fine schedule as adopted and amended from time to time by the Board of Directors.