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Introduction:
Purpose

The purpose of this compilation is to provide a simple way for forming and existing cohousing (and other intentional) communities to find useful documents.

The Cohousing Association of the US (CohoUS) gathered these documents through many sources including the Cohousing / Intentional Community policy database (see Other Resources below) and the cooperation of many cohousing and other intentional communities.

CohoUS has not attempted to vet these documents or establish a “best-practices” evaluation. We recognize that each community is unique and that the process of forming policy for your own community is an important part in developing and thriving.

For this resource to continue to be useful, it needs to be updated periodically. We need your help in gathering and submitting new materials. The cohousing movement has evolved one community at a time and primarily through the generous sharing of information from existing communities to forming ones. It is our intent to support and improve that process.

How to Use:
Finding Information:
The document is simple – topics are listed alphabetically, and we have attempted to include 4-6 examples of documents for each topic. Search the table of contents for your topic or related topic, review the documents, copy and edit them for your own use.

If you are looking for something that you cannot find in this document, please send us a request and we will try to find examples and share them through an updated version of this document. We will attempt to update this document yearly.

Submitting Information:
This

Correcting information:
We probably made some mistakes, or maybe your community has updated its agreements – please send corrections to Laura Fitch at lfitch@krausfitch.com. Please help her with a page number.

It’s Free…but CohoUS would appreciate donations!
Please consider donations according to the following schedule:

- Established (built) Communities:
  - $100 per policy developed with the help of this resource, with a credit of $50 for every policy you submit to fill a gaping hole in this document
  - $500 for unlimited use of this document towards any number of policies to be developed
- Forming Communities:
  - $25 per policy developed, full credit for any policy you submit to fill a gaping hole in this document.
• $250 for unlimited use of this document towards any number of policies to be developed during your formation. Once established, we request that you bring your donation up to the level requested for Established Communities.

Other Resources:

Cohousing-L
The email discussion group (Cohousing-L) is received by more than 2,000 email addresses in North America and abroad. Created in 1992, the list has been maintained by Fred H Olson ever since. Cohousing-L participants live in cohousing, are exploring cohousing, are forming new communities, or offer goods and services to the cohousing market. With hundreds of postings per month, you'll see people's questions, requests for advice, replies with advice and answers, anecdotes, and the priceless collective wisdom of the online cohousing community.

http://lists.cohousing.org/mailman/listinfo/cohousing-l

Cohousing / Intentional Community policy database.
Through the Cohousing-L website you can also get access to a database of Community Policies. Policy submissions can be sent to daniel@smallboxcms.com. You may also request an account if you wish to update and maintain your own community's policies.
Many thanks to Tree Bressen and Andrea Welling for their work in making this possible.

Please Note:
By submitting a policy for inclusion in the database you affirm that you have permission to submit that policy for use in the public domain. If you do not have permission to do so, please seek approval of your community before contacting daniel@smallboxcms.com for inclusion.

http://windsong.bc.ca/cohousing/policies/main.htm
Buildings: Modifications, Unit Selection

Construction Rules

Construction Rules - Columbia Ecovillage 2009

General Rules
The following rules are in addition to any requirements for construction or alterations set forth in the Declaration of Condominium Ownership for Columbia Ecovillage Condominium, Bylaws of Columbia Ecovillage Condominium Owners’ Association, or any other Rules and Regulations of the Association.

Interior

- Prior to any construction activities taking place within a unit, the owner of the unit will obtain any permits required by the City of Portland for such work and deliver a copy of those permits to the Board prior to beginning the work. All such work will be performed in a workmanlike manner and in accordance with applicable codes and laws.

- Attachment of shelving and closet systems to studs are permitted so long as the owner submits a sketch to the Board showing where the systems are intended to be attached at least 24 hours prior to commencement of the work.

- Cat doors can be put into exterior entry doors as long as all trim parts and flaps are kept clean and in good condition. If an outdoor cat no longer lives in the unit or if the unit is sold, a new replacement entry door must be installed. The new entry door must match the other entry doors.

- The owner and its contractors shall store construction equipment and supplies only within the Unit, and shall provide to the Association a list of any hazardous or flammable materials being stored.

- The owner shall be responsible for the costs of repair for any damage done to the common elements of the Condominium. Contractors/service people are required to clean all common areas (i.e. stairwells, entry areas, sidewalks, rooftops, etc.) of trash, dirt, dust, etc., caused by their work. This shall be done as needed but no less than once a day just prior to leaving the site.

- Unless arrangements are made in advance, no parking for contractors will be provided on-site. Vehicles in violation of this requirement may be towed, at the owner’s expense.

- Working Hours: 8:00 A.M. to 6:00 P.M. No work creating a disturbance to the common areas is allowed on weekends unless it is of an emergency nature or approved in advance by the Board.

- If access to common areas (including crawl space or attic) or other unit is required this must be coordinated through the Board of Directors.

- Contractors/service people must provide their own off-site refuse disposal. There are no dumpsters on site for construction refuse.

- Board approval is required for construction involving use of common areas. For example, using equipment or storing materials in the common areas.

- If the work to be performed requires modification to the plumbing, electrical, building envelope or structural integrity of the space, the unit owner is required to have approval from the Board of Directors prior to beginning work. Plumbing and electrical work done beyond the owner envelope will require the appropriate license. If the water needs to be shut off, the Board of Directors must be notified at least twenty-four (24) hours in advance and it will be for a maximum time of one (1) hour unless others affected agree to a longer time.

- The contractor/service people are to provide for safe working conditions, for example a first aid kit. They are to provide all tools and materials that are necessary for the work.
• Any work that will create an odor and/or potentially be a risk to the safety of others must be scheduled with the Board of Directors at least seventy-two (72) hours in advance.

• If the owner and contractor do not abide by these Construction Rules, an Enforcement Fee can be issued against the owner at the sole discretion of the Board of Directors. The Enforcement Fee will be as follows:
  
  **Minor Infractions**
  First Infraction: A verbal and/or written warning.
  Second Infraction: $150 fee
  Additional Infraction: Fee will double upon each additional infraction.

  **Major Infractions**
  First Infraction: $500 fee
  Additional Infractions: Fee will double upon each additional infraction.
  Additional fees may be imposed at the sole discretion of the Board of Directors.

Attachments to Condo Exteriors

• The exterior siding - lap boards, flat sheets and 2nd story belly boards - protects an underlying weather-blocking layer (the “envelope”) that should not be punctured. Therefore, making holes in exterior siding is prohibited, except in the enclosed walls of the stairwell halls, because the weather screen could be damaged and the warranty on the siding could be voided.

• This sheet describes the rules for making attachments in specific areas of the condo buildings. It can be assumed that any other attachments involving making holes are not allowed without the express consent of the Board of Directors.

• Great care must be exercised in making attachments. In all cases, use screw attachments or glue; do not hammer nails. Do not make an excessive number of holes or attachments. Use the smallest size screw (in diameter and length) that will safely carry the load it will bear. Feel free to contact any member of the maintenance team for advice or assistance if you are unsure about your particular project.

Entry Hallways

• Do not interfere with the fire protection system, light tube or the trap door to attic.

• Do not hang items that could be dangerous due to weight or material if they fell, such as glass or heavy metal objects.

• Rectangular molding (1” thick) and door frames: Use screw diameter of 1/4” or less.

• Ceilings - Use screw diameter of 3/16” or less.
  -Maximum load for screw attached into ceiling joist: 5 pounds.
  -Maximum load for screw attached elsewhere in ceiling: 1 pound.

• Back wall, between upper doors - Use screw diameter of 1/4” or less.

• Side walls - Use screw diameter of 1/4” or less.
  -No attachments within 6’3” up from stair below.
  -Items attached may protrude no more than 2” from side wall.

Porch

• Posts, 4x6 beams, ceiling joists, deck facia: Use screw diameter of 3/8” or less.

• Rectangular molding (1” thick), door frames: Use screw diameter of 1/4” or less.

Upper Deck

• Do not mar or drill into metal railing.
• Exposed rafters: Use screw diameter of 3/8” or less.
• Roof facia (holds gutter):
  - Use screw diameter of 1/4” or less.
  - Screw from below only.
  - Maximum load - 10 pounds.
• Soffit to attic: No attachments allowed.
• Deck ceiling plywood
  - Screwing into ceiling joist: Use screw diameter of 3/16” or less; maximum load 10 pounds.
  - Screwing between ceiling joists: Use screw diameter of 1/8” or less; maximum load 1 pound.
• Rectangular molding, door frames: Use screw diameter of 1/4” or less.

**Exterior Modifications / Design Review**

**Exterior Modifications - WindSong 2002**

**Exterior Modifications Policy**
The exterior of our building is owned by the Strata [cooperative or homeowners association].

- This means that the Strata is normally responsible for the care and maintenance of siding, exterior windows, decks, roofs and the exterior walls. Individual homeowners are responsible for maintenance of the interior of their walls.
- The Strata has in the past given permission for individual homeowners to modify exterior features, but this has been only under the condition that the owner takes over the responsibility for any related maintenance that may occur as a result of this modification – (for example, if a leak occurs in the future as a result of a new window being installed, then the individual owner is responsible for all related costs.)
- It is also the intention that as a new owner buys a home, then the new owner takes over the responsibility for the maintenance of the modification. This is done by means of an unregistered covenant that the new owner agrees to prior to purchase. The new owner continues to have beneficial and exclusive use of the feature.

**Exterior Modifications - WindSong 2007**

**Items Attached to the Exterior of WindSong**

(1) Trees should be removed if they are within roughly 5 feet of footings. We say roughly five feet, because some trees are bigger than others and we will want to look at trees on a case-by-case basis.
(2) If an owner has planted a vine or has vines growing voluntarily near their home, we ask that the nearest home owner takes responsibility to keep that vine trimmed back so that it never touches the siding. This includes ivy, morning glory, clematis, wisteria, and other planted or wild vines. If an owner wants help with this, then please take responsibility to ask for help.
(3) Further if any vine or plant is growing on a trellis, we want the wooden/plastic trellis to be suspended on metal brackets so that it is well away from the building and a visible air gap is maintained between the plant and the building.
(4) Vines or plants can be grown along metal hand-railings as long as they are kept back from the wood or vinyl siding.
(5) Trellises or flat wooden brackets should not be attached flat and directly onto wooden fascia boards or deck boards in order to avoid a wet contact surface where both boards will rot over time. Instead, the trellises should be suspended so that they are either under the deck and out of the rainwater, or with a metal bracket to hold it out. That metal bracket should be caulked and sealed against the wood surface.
(6) No one shall make holes through the vinyl siding unless approved by the B & M team. It is preferred to have items attached to the wood trim or fascia and brought away from the building on metal brackets.
(7) When using barbeques, keep them far away from any wood or vinyl wall. Preferably, have the BBQ next to a metal railing when in use. When cold, they can be stored by the wall.


**INTRODUCTION**

**Purpose of Design Review**
- To assist Homeowners in improving and changing their property.
- To ensure that the community is informed about potential design changes in a timely manner and through a consistently applied set of procedures.
- To ensure that adequate drawings are provided upon which a design can be fully understood, evaluated and built.
- Recognizing that our community is not very accessible (wheelchair, aging in place, etc.), the Committee will look for and encourage opportunities to improve accessibility to houses.

Design Review does not cover:
- Changes that are completely internal to a house envelope.
- [There may be structural columns & beams within their interior and exterior walls that should not be removed without proper replacement/ redesign.]
- Condo and Development Fee Updates that are the responsibility of the homeowner to update with the assistance of Finance Committee.

**Purpose and Responsibilities of Design Assistance Committee**
- To provide a safe process and place in which community members and homeowners can have a dialogue about ideas and concerns regarding a proposed design.
- Committee members will work to be clear about when they are speaking as an individual community member as compared with when they are offering advice as a committee member.
- To assist homeowners.
  The committee members will generally make themselves available as a sounding board for design ideas and homeowners are encouraged to bounce ideas off of them at an early stage. It should be understood, however, that it is often impossible to give an informed opinion in the absence of good quality drawings. Design members may offer to help sketch some ideas, but will not be expected to provide professional drawings.
- To aid community members in making design decisions regarding their property and neighbors proposals, and to aid in educating the community around design issues.
- To consider whether proposed designs are compatible with the community as a whole.
- To provide “emergency” response when, during construction of a “consensed upon” project, there is a time-critical needed or proposed change.
• To inform homeowners of warranty issues (who owns roof leaks, etc of new work, for how long).
• To periodically inform and educate the community.

The Committee will make an effort to organize informational sessions about aesthetic considerations in design to encourage greater understanding about design options and other discussions, in the hopes that we can come to greater understanding about what people care about.

Committee will not be responsible for:
• Information regarding Deed Updates and Condo and Development Fee Updates
• Safety & Building Code Violations (e.g., dismantling or not installing fire/smoke detectors, “attic” development without legal emergency exit).
• Construction Techniques

Operating Principles
In the spirit of living together with mutual respect and care for one another, homeowners and community members will work together on design changes that impact the community – those affecting the external part of home units. We will work creatively to address the interests and concerns of both sides to create a design that is acceptable to all.

A good and respectful consensus decision-making process often needs time. Homeowners should remember this and initiate the process early.

Throughout the design change process, homeowners should welcome the ideas and concerns of community members and community members should work to understand and appreciate homeowners’ goals for change(s) to their home.

Participants at meetings should “listen for understanding.”

It is easy for homeowner to consider someone’s concern as an attempt to “stop” the project; and equally easy for a community member to feel as though the homeowner is not listening to their concern and only wants project to be done in homeowner’s way.

Categories of Design Changes
A Additions to Houses
B Major changes to existing houses & Landscape
C Minor changes to existing houses & Landscape and Exterior Lighting
D Additions & changes to Community Buildings
E Changes after Completion of Review Process
**Decision Making Process**

1. Start early (Plan on 2 weeks to 2 months for the entire process depending on level/category of change)
2. Seek design ideas & advice early
3. Use checklist
4. Inform everyone
5. Follow the procedures described under each category in this manual for posting drawings and scheduling discussion(s) and/or meeting(s)
6. Utilize suggested meeting structure
   - Review operating principles
   - After reviewing the standing proposal and hearing any support, questions, or concerns regarding the proposal, the meeting participants, with the help of a facilitator, will attempt to focus the discussion and address all concerns until consensus is reached.
   - Record, document, & post decisions according to the procedures described in this manual.
   - Follow the Appeal Process if necessary.

**Criteria for Evaluation**

In evaluating design proposals, the homeowner, community members, and the Design Assistance Committee will consider the following:

- Impact on adjoining exterior spaces (including drainage);
- Impact on other community members (all issues brought to the committee will be considered);
- Safety and potential building code considerations. However the Committee will not be responsible in ensuring that all codes have been met, but will try to point out possible problems and recommend professional services when appropriate;
- Durability and suitability of materials;
- Impact on the landscape master plan;
- Possible accessibility improvements;
- For exterior lighting, safety and light pollution considerations; and
- Aesthetic considerations (see below).

**Aesthetic Considerations**

Because there are diverse views throughout community regarding aesthetics, the members of the Design Assistance Committee will offer their professional and personal opinions. However, aesthetic decisions will be the discretion of the homeowner, unless appealed to the general meeting.

Several aesthetic choices have been made across the community. However, at this time, there is not consensus that we should adopt these choices as “standards” in the future. The following are examples of these choices:
1. Regional and weather-appropriate elements (e.g., steep roofs, overhangs, solar orientation, flashing)
2. Proportion and scale (e.g., vertical windows, approx. 30” wide windows; window & door placement)
3. Finishes (e.g., window and door trim)
4. Materials (e.g. horizontal siding, shingles)

At this point, homeowners may want to consider these in the design process and neighbors may raise these as concerns.

**RESPONSIBILITIES**

**Homeowner Responsibilities**

The homeowner is responsible to:

- Utilize and complete the “Checklist.”
- Follow the “Procedures” outlined in a subsequent section of this manual.
- Present drawings for community approval. Once general design ideas have been discussed/debated and the homeowner has a specific design to circulate for final approval by the community, adequate drawings or sketches clearly showing extent of work need to be developed and circulated. These plans will be the basis on which community members will give final approval.
- *Generally, sketches will be considered adequate, but in the case of additions, hard-line, accurate plans, and all relevant elevations will be required before construction can begin.*
- Schedule all necessary meetings with Design Assistance Committee members and a meeting facilitator.
- Schedule any General Meeting discussions when applicable.
- Post all meeting notifications and drawings (sketches and/or hard-line drawings as required) to the general community as outlined in the “Procedures” section later in this manual.
- Obtain updated development and condo fees (additions must be evaluated by the Finance Committee, as outlined in the “Procedures” section).
- Update Deed
- Secure a building permit when applicable.
- Hire a structural engineer (or architect) when applicable.
  For example, some of the “B” units have posts on either side of a window that carry “headers” that in turn carry a structural roof beam. Alterations to these posts could have consequences to the structural integrity of the exterior wall and roof structure, part of which is owned by the community as a whole.
- Contact “Dig Safe” or exercise appropriate caution when digging near gas, water, or electric lines. Reference drawings for existing utility line locations are available through Kraus-Fitch Architects.

If these procedures are forgotten or ignored

- Community members and/or Design Assistance Committee members can ask the facilitator to “table a discussion” in which a decision is being sought.
- The same action will also be sought if community members/committee members feel pressured by a homeowner who has already hired contractors, purchased materials, etc.
- An appeal or grievance can also be taken to the General Meeting at any time if there have been procedural oversights.
Community Responsibilities
Community members are responsible to:

- Read and review sketches in a timely manner.
- Respond with concerns (and support) in a timely manner. Give feedback in a way that preserves the long-term relationships we are nurturing.
- Seek help and/or mediation to express concerns – through the Community Support Committee, the Design Assistance Committee, or meeting facilitator – if he/she is uncomfortable talking directly with homeowner.
- Bring “community” concerns to a homeowner, design review or general meeting. It’s important to bring your own concerns forward and bring issues to the community’s attention you feel are impact the community as a whole.

Warranties for New Work
The homeowner is responsible for any leaks or damage to the exterior shell of the new additions for a period of 3 years after the completion of the work. The same applies to any areas of the existing structure that have been tied into or otherwise disturbed in creating the new addition. The condominium association will begin charging additional condo fees (as determined) upon occupancy of the new work. This money will be applied as per other condo fees to the replacements reserves for eventually re-painting, re-siding, re-roofing new and existing work, but this money cannot be drawn upon for this purpose until after the 3 year warranty period has expired. As stated in the Community Deed, maintenance of exterior decks and porches (existing, new, and remodeled) is the responsibility of the homeowner.

Deed Updates
Where applicable -- such as enlarging the unit footprint – the homeowner is responsible for updating the deed with legal assistance prior to any final design review decision and construction. This may include a review with and documentation to the community’s Finance Committee.

APPEAL/GRIEVANCE PROCESS

1. A homeowner can appeal conclusions/decisions of the Design Assistance Committee or the community through General Meeting or a specially arranged meeting.
2. Any community member can appeal conclusions, decisions of a design review meeting to the General Meeting or a specially arranged meeting within two weeks of posted and distributed decision.
3. Any community member can bring a grievance to the Committee or General Meeting for the following situations and others as becomes necessary:
   - Construction started without following procedures
   - Change during construction without following procedures
The community can put construction on hold if necessary to complete a design review process, even if this causes a delay in completion and financial cost to the homeowner.
DESIGN CATEGORIES

Specific procedures are described for each design category below. Items not listed below should be reviewed with the Design Assistance Committee to determine what category to follow.

A – Additions To Units (changes to house footprint)
- Living Space Additions
- Decks & porches
- Sheds

B – Major Changes To Existing Houses & Landscape
- Dormers and other major changes to the exterior
- New entry door
- Addition of one or more “matching” or “non-matching” exterior windows (see “standards” under Criteria for Evaluation/Aesthetics).
- Major changes in landscape features including
  - Roads
  - Walkways and paths serving more than a single house
  - Signs (not matching small garden and green directional signs currently in use)
  - Permanent play structures
  - Retaining walls
  - Fences
  - Drainage changes

C – Minor Changes To Existing Houses & Landscape, and Exterior Lighting
- Exterior Lighting
- Paint Color Changes
- Walkways & terraces serving a single house (that do not impact drainage)
- Modifications to existing decks & porches (such as new railings)
- Trellises
- Large landscape plantings (new trees) that effect views and solar gain
- Minor play structures

D – Additions & Changes to Community Buildings
- Common House
- Office Building
- Annex
- Carports
- Sheds
- Other

E – Changes after Completion of Review Process
- Changes Prior to Construction
- Changes During Construction
Unit Selection
Unit Selection – Mosaic Commons - 2009

We will attempt to find an amicable and optimal allocation of units.

This will probably be done by an ad-hoc team, which will ask each member household for its first choice of a unit (and if possible, second and/or third choices) together with a statement of what factors are important for that household's members. If not every household can get its first choice unit, the team, in consultation with the households involved, will attempt to find the next best allocation.

If there is any impasse, the deciding factor will be seniority. Highest priority will be given to those who have been members for the longest time. To break ties between members who joined on the same day, the length of involvement as associates will be used. To further break ties between members who became associates on the same day, the length of involvement as friends of the group will be used. The group's secretary is in charge of maintaining a database of members and associates to keep track of seniority.

To participate in the unit selection process, a household has to have contributed the minimum 5% towards the unit cost and have mortgage pre-qualification for the amount they will need to finance.
Vehicles: Car Sharing, Parking, etc.

Car Sharing
Prairie Sky Car Sharing Agreement, 2011

This agreement, made between the members of the Prairie Sky Car Sharing Group “the Group”, documents how the Group will function.

Rules and Regulations

4. The shared cars will actually belong to Prairie Sky Cohousing Co-operative Ltd., but all decisions as to the purchase, operation, maintenance and replacement of the vehicles will be made by the Group. Prairie Sky Cohousing Co-operative Ltd. will hold the insurance on the vehicles, but the Group will pay the insurance premiums.

5. All costs, liabilities and responsibilities rest with the members of the Group.

6. The first driver in each household will purchase two shares in the Group; additional drivers will purchase one share. The original cost per share was $200.

7. New members will pay an amount per share equal to the greater of $200 and 1/nth of the value of the assets of the Group, where n is the number of shares outstanding prior to the purchase.

8. The Group will not maintain a replacement fund. When the vehicle needs to be replaced, funds will be raised from the members.

9. Members will pay $10 per share per month to cover the fixed costs of owning the vehicle.

10. Members will pay the following usage fees to cover the variable costs of operating the vehicle:

11. $1.50 per hour, for a maximum of 10 hours per day (where the day starts at 6 am), plus

12. $0.40 per kilometer, decreasing to $0.20 per kilometer after 100 km per rental period.

13. The Group intends to maintain the operating fund at about $1000 per vehicle. If the amount in the fund drops below $500 per vehicle or rises above $1500 per vehicle, the Group may change the usage rates for the vehicles.

14. By March 1 of each year, the Group will review the expected service life of each vehicle and determine whether the payments into the replacement fund should be changed.

15. The Group will maintain two million dollars of liability coverage, and Fire and Theft insurance on the vehicles, but no collision or glass coverage, with a deductible of $500. The coverage will permit members to drive the vehicles to work.

16. A member who is deemed to be at fault in an accident will be responsible for 75% of the costs of repair, replacement or deductible. The members of the group will share all other costs, including any increased insurance cost. If possible, these increased costs will be covered by fees, but additional cash injections may be required.

17. A member wishing to withdraw from the Group will be refunded an amount per share equal to 1/nth of the value of the assets of the Group (the value of the vehicles, prepaid insurance, the operating fund, and the replacement fund), less 20%, where n is the number of shares outstanding prior to the withdrawal.

18. Each member will have the responsibility to make routine maintenance happen (fuel, oil changes, light bulbs, etc.). Major repairs will be agreed to in advance by several of the drivers, when possible. The member doing so will be credited $20 against driving fees for every hour spent. No mileage charges will accrue for travel to do this. One member will be responsible for tracking maintenance needs.
19. Bookings will be made via browser access to our website.

20. Members are to allow some leeway in their bookings so as to ensure that the vehicle is available for the next member at the appointed times. A minimum of ½ hour leeway is required between bookings.

21. Any member who returns a vehicle late (causing the member with the next booking to scramble for alternate transportation.) will be responsible for any taxi fares incurred by that member.

22. Each member will record mileage and time for each rental in a logbook kept in each vehicle. Vehicle expenses (fuel, repairs etc.) will be paid by the member and recorded in the logbook. Expense receipts will be left in the glove compartment.

23. Every quarter the logbook entries will be tallied and fees and reimbursements calculated. The task of tallying the logbook, calculating charges and collecting them will be rotated every few months. The member doing so will be credited $20 against driving fees for every hour spent.

24. The Group will rent stalls in the parkade for the vehicles. If this is not available, we will park the vehicles at the north end of the Prairie Sky property.

Parking
Parking Policy - Columbia Ecovillage 2009

Parking Policy
- The 37 numbered parking spaces in the parking lot will be allocated to the 37 units by the Landscape Team.
- Each unit will receive the use of one space.
- Space assignments will change over time based on the needs of the community, including a likely reduction in the total number of parking spaces.

Parking Allocation - Creekside Commons 2007

Parking Allocation
Background: on the plan Creekside residents have been allocated 36 parking stalls and Creekside visitors have been allocated 28 stalls including 2 disabled stalls.

Values: to make sure there is fair and equitable allocation of parking stalls, giving consideration to those with access issues first, then closest to home.

Rationale: Residents of Creekside will need to know where they may park when we move in.

Proposal: We have allocated parking stalls to residents with identified access issues closest to their units first. First car spaces are then as close as possible to homes.
- Residents who have second vehicles have been allocated second stalls in a cluster.
- Visitor spaces are grouped together farthest away from homes with a few (including one HCAP visitor space) near the common house.
- We are requesting a shift of one of the HCAP spaces to #57, which would place one HCAP spot at each end of the row rather than together.
• Should a decision be made to build carports, this plan will change to accommodate their placement adjacent to each other and with the least visual impact—likely around the outside edges. (See draft allocation and picture attached)

• Decision Date: March 31/07 Outcome: The proposal was accepted with the following amendments:
  - the visitor HCAP stalls will remain as marked
  - stall 56 will become a member HCAP stall.
  - 8 stalls are available for members who have second vehicles

Parking Agreement - Trillium Hollow 2007

Parking Agreement
There are currently 34 covered parking spaces and approximately 12 uncovered parking spaces on the property. 29 of the covered parking spaces have a full wall in front of them which can be used for storage of personal items. (see Storage agreement below) NOTE: See the diagram posted on the bulletin board across from the Laundry Room.

Each of the 29 units is assigned one regular parking space within the garage. These parking spaces and/or the wall in front of the space may be loaned by one resident to another resident at their own discretion.

For units with more than one car, the remaining five garage spaces, called community spaces, will be available for units desiring second vehicle parking inside the garage. All the ½ wall spots are the community spaces, numbered 1, 2, 11, 12, 13, on the Parking diagram. Note: The Handicap space, #2, is assigned to unit 209, and the space assigned as primary space for 209 is assigned as a community space.

When one of the five spots become available because the resident moves out or no longer needs the parking spot and more than one resident/owner wants to move a car into the garage, a lottery is held at the next HOA meeting including all interested parties for the open spot. Second vehicle parking may not be transferred from one owner or resident to another.

When there are more than 34 residential vehicles on the property, the extra cars are to be parked in the designated uncovered spaces on the property.

Unit 100 will be assigned a permanent outside parking space in the lower circle.

If someone accidentally parks in your assigned spot, please park your car outside of the garage and speak with the person who has parked in your spot to remind them of the Trillium Hollow parking agreement.

All guests are to park outside of the garage. If a guest desires to park in the garage, they need to make arrangements with their host.

Guest & Overflow Parking
Guests must park in visitor spots located:
• On the right side of the road leading into the underground parking structure (three spots).
• Near the Common House there are two available spots in the oval.
• If you have a large group of people arriving, please have them park along the driveway on the right side (as you come down the driveway) on the sidewalk side, but not blocking the fire hydrant. Please do not park on any ‘green’ space.
• Do not park on the shoulder to avoid damaging plantings and compacting the soil.
• Because of the fire code, park either in the 3 spaces along the drive at the entry to the garage along the sidewalk side of the drive, or at the top of the drive. The space at the bottom of the drive is needed for fire truck turnaround and emergency vehicle parking and should never be used by contractors, residents, or guests.
• Overflow parking areas are available on side-roads off of Leahy Road.

Parking Policy - WindSong 2008

Parking Policy
Parking Policy Update
Background: There are 55 parking stalls in WindSong, allowing for 7 visitor stalls. There are 7 one bedroom, 20 three bedroom, and 7 four bedroom units. If the one and two bedroom units were guaranteed one parking stall each, and the three and four bedroom units were guaranteed two, this would require a total of 60 parking stalls, which is more than we have. Therefore, we cannot guarantee any unit more than one stall, and we must work together creatively to fairly allot the rest of the available stalls to those residents who need them.

Intention: To work together in a co-operative way to meet WindSong residents’ parking needs as space allows. To ensure that we have the required 7 visitor spots available at all times, and to agree on how we use our common vehicle areas including the outdoor parking areas, the ramp to the parkade, and the front entrance area. To do this by following the priority parking sequence as well as taking into account individual needs.

Duties of the Parking Team:
1. There is a Parking Coordinator whose job is to keep track of which vehicles are assigned to which stalls. There is also a Parking Team which meets whenever necessary to resolve parking problems and to bring concerns and proposals to community meetings.
2. Vehicles are assigned to designated parking stalls by the Parking Team, which uses the attached priority parking sequence as a guideline in assigning stalls.
4. The Parking Team maintains a list of residents who are away and, with their permission, temporarily assigns their stalls to vehicles waiting for a stall or preferring to park underground.
5. The Parking Team, after consulting with everyone concerned, assigns tandem parking stalls to appropriate vehicles.

Loading/Unloading and Short-term Parking:
The purpose of the 15 minute zones is for loading and unloading of people and goods, and it is expected that residents will adhere to this agreement and not leave their vehicles there for longer than 15 minutes. If short-term parking of longer than 15 minutes and less than an hour is required, or if the loading zones are full, residents may use a visitor stall unless there is an event going on (see calendar by dining room) that requires all visitor stalls to be available.

Visitor Parking: We follow municipal zoning bylaws concerning visitor parking, which require us to have 7 available visitor stalls at all times (bylaw 2500). Accordingly, residents may not park continuously in our visitor stalls even when there are no other designated parking spaces available.
Definitions:

A visitor is someone who does not live in a WindSong unit, and who is here as the guest of a resident for a defined period of time not to exceed one month.

A resident is a person who lives in a WindSong unit, and has been, or will be, here for more than a month.

Non-operational and Uninsured Vehicles

Any vehicle parked on WindSong property without visible liability insurance will be removed at the owner's expense in three business days following written notice by WindSong Strata to the owner.

Vehicles parked on WindSong property that are not operational (i.e. cannot be driven) may be removed at the owner's expense within two weeks following written delivered notice by WindSong Strata to the owner.

Procedure for Allotting Parking due to a Change in a Unit's Vehicle Status

As explained above, residents may not park in our visitor spaces even when there are no other designated parking spaces available. Therefore, we agree that before purchasing a vehicle, a resident should check with the Parking Team to see if there is a parking space available. If there is not, it is the responsibility of the owner to find an alternative place in which to park the vehicle until a WindSong space becomes available. If the number of cars/drivers in a home decreases, the available space is to be re-assigned by the Parking Team, not by the home-owner.

WindSong Entrance and Parking Spaces

In order that the entrance to WindSong appears attractive and cared-for, we agree that outside parking spaces should be for vehicles only, with other "stored" things to be allowed for up to one week maximum, unless an extension is approved by the community.

Recreational Vehicles

Due to the limited amount of space available in our outdoor parking area, recreational vehicles such as motor homes, trailers or boats that exceed the length or width of one parking stall are not permitted on Windsong property. No exceptions will be granted to this stipulation.

Consequences of Non-Compliance with the WindSong Parking Policy

It is the intention of the Parking Team to resolve parking problems in a friendly and non-confrontational manner, while ensuring that the Parking Policy is followed and that legal requirements are met. The Parking Team will deal with non-compliance issues using a series of steps, as follows:

1. Those identified as non-compliant with the Parking Policy will be given a friendly reminder by a member of the Parking Team. This will first be done verbally if possible, and if not a note will be put at the vehicle owner’s home in a clearly visible place.

2. If the behaviour continues, the person will be invited to a meeting with the Parking Team, where the concerns will be discussed. He/she will be asked to propose a solution to the problem that meets the requirements of the Parking Policy, and to give a timeline for actions that will be taken.

3. If the problem is not resolved at this stage, or the person does not attend the above meeting, the matter will be taken to the next community meeting. The strata has the right to impose escalating fines for repeated or unresolved parking violations.

4. As a last resort, after the steps listed above have been taken and the problem has not been resolved, a vehicle may be towed at the owner’s expense.

Exceptions

We understand that there can be extenuating circumstances, and exceptions can be made. However, the individual
needs to be proactive in such a situation, and talk to someone on the Parking Team about the situation and his/her requirements.

Priority Parking Sequence

- 1st priority: first spot for every unit that has a vehicle
- 2nd priority: second spot for units of 1601 – 1800 square feet (this is a 4 bedroom unit)
- 3rd priority: second spot for units of 991-1600 square feet (3 bedroom)
- 4th priority: third spot for units of 1601-1800 square feet
- 5th priority: second spot for units of 801-990 square feet (2 bedroom)
- 6th priority: second spot for units of 600-800 square feet (1 bedroom)
- 7th priority: third spot for units of 991-1600 square feet

Car-Sharing and Car-Pooling: On a case-by-case basis, a shared or car-pool car may be given special priority by the Parking Team, if the sharing reduces the number of cars that would otherwise be parked on our site.

Abandoned Motor Vehicles And Parts - Pioneer Valley Cohousing - 1998

Part 1. Abandoned motor vehicles (cars, trucks, motorcycles, etc.) are not allowed on the Pioneer Valley Cohousing Community Site. An abandoned vehicle is one that is unregistered and uninsured for two consecutive months. The Buildings and Grounds Committee will attempt to notify the vehicle owner to determine if a vehicle is abandoned. Homeowners are responsible for any vehicles abandoned by renters or guests. At the end of two months the homeowner will be notified that they will have one week to remove the vehicle. At the end of the week, B&G will take any steps necessary to remove the vehicle. Any costs associated with removal will be charged to the owner or homeowner. Any request for an exception to this policy can be brought to B&G for consideration.

Part 2. No motor vehicle parts, including tires, shall be left in the parking lot for more than forty-eight hours.

Driving

Driving Access/Speed – Pioneer Valley Cohousing

No vehicles may be driven in the pedestrian areas or emergency access areas except for emergency vehicles and emergency medical access except as follows: Upon reasonable notice posted conspicuously in common areas, the pedestrian ways may be used by delivery vehicles and for other extraordinary uses. The unit owner requiring such use shall be responsible for any damage to lawns or other landscaping occasioned by such use of pedestrian areas. (By-laws)

Vehicles on loop should not exceed walking speed and should use chocks when parked.

Other types of transport

Golf Cart Use – Pioneer Valley Cohousing - 2002

BACKGROUND: The 1/7/01 General Meeting approved the expenditure of $2000 from the capital fund to purchase a golf cart. The General Meeting also stated that the community would need to agree on a golf cart use policy at a general meeting before the purchase could be made. Henry agreed to lead the effort of developing a use policy and he convened a meeting on 1/28 with Henry, Flo, Nancy DeProsse, Jerry, Pam and Robin. The following is the golf cart use policy we developed and are proposing for consideration at the next available general meeting.
CONCERNS:
Needs: There are several types of potential need: 1) chronic disability or temporary disability of a resident, 2) disability of a visitor and 3) a need based on some or all of a variety of situations including heavy loads, sleeping infants/multiple children, and icy path conditions.
Security: Safeguarding from misuse by community children and misuse or theft by people outside the community.
Maintaining battery charge: We will be getting an electric golf cart that needs to be recharged in order to have it always available.
Multiple users. We need to be able to communicate among any number of unknown users at any given time.
Accessibility. The cart needs to be accessible to all while at the same time be an effective tool for anyone with a chronic disability.
THEREFORE, WE AGREE:
The cart will generally be parked under the octagon, or close to the home of someone with a chronic disability according to the time of need.
Lyons is key caretaker. Anyone with a chronic disability or temporary disability of significant duration would also have a key.
Coordinating shared use would be worked out by simple communication among the users. In cases where simple communication does not resolve shared use needs then the Accessibility Committee will assist. If that in turn does not resolve issues then we will turn to the Community Support Committee for assistance.
Any user other than one with a chronic disability will immediately return the golf cart to the location from which they took it. If the user cannot return it promptly they will seek help from other community members to return it. The Accessibility Committee will establish a list of people who are willing to be called to move the cart when the user cannot return it. The Accessibility Committee will also set up a flag system on the cart to signify whether the cart should be moved or left in place. If it is not possible to return it to its original location and a helper cannot be found, then the current user will call any users with a chronic disability to tell them where the golf cart is parked. If the user knows that he or she will not be able to promptly return the cart, he or she should use the cart only under extraordinary circumstances.
If someone finds the golf cart charging when they go to use it they will plug it back in to continue recharging on return. Whenever the battery charge is low the user at that time is responsible for recharging the battery at the parking lot or at the user’s house. If parked by a user's house that user is responsible for keeping the battery charged at their own expense.
No one without a driver’s license may drive the golf cart without the approval of the buildings & grounds Committee. Teenagers without driver’s license may be approved to drive the golf cart by joint agreement of B&G and the parent(s).
The golf cart may not leave the property without B&G approval.
The driving speed of the golf cart will be the same as for all other travel on the paths: walking speed.
As we learn from experience and changing circumstances we will want to revise these golf cart use policies. The Accessibility Committee will have authority and responsibility to revise this policy from time to time with community input.

People On Wheels Policy – Pioneer Valley Cohousing - 2002
Helmets:
Helmets are required for all kids and adults on regular (two-wheel) bikes.
Helmets are required for all wheeled toys (such as roller blades, skateboards, unicycles) when they are going up or down hills such as the loop. (If kids are riding on trikes in the courtyard, helmets are recommended, but not required.)

Helmets are highly recommended for wheeled toys in the courtyard and other flat places, but parents have the final say. Exception: In community-sponsored childcare, kids on wheels must always wear helmets (unless they are on a tricycle/small toy in the courtyard).

Note: A bin of shared helmets by the courtyard would be especially helpful for kids in childcare.

Speed: Kids and adults must ride at a speed that is "under control". Safety must come first. Riders must watch out for all people, and especially for toddlers. If someone (an adult or a child) feels uncomfortable with a rider's speed, they are encouraged to share their feedback with the rider. The rider must then respect/obey/cooperate/listen to the adult or child's feedback.
Children: Childcare, Kids’ Rooms, Playgrounds

Child Care Steward - EcoReality 2008
Responsibilities of the child care steward include:

• Maintaining an awareness of the value and importance of childcare, education and play within the EcoReality community.
• Access to and knowledge of all previous formal and informal agreements regarding childcare made by EcoReality members.
• Thorough research and evaluation of how childcare at EcoReality correlates to the values agreed upon by the members.
• Research of how childcare is incorporated into other intentional communities and ongoing sharing of these findings on the Wiki.
• Gathering of ideas, thoughts, suggestions from EcoReality members and advisors of how childcare fits into the daily lives and work lives of EcoReality residents and all members when on site.
• Assessing the viability of some portion of monthly member childcare hours being counted toward EcoReality member hours when the provision of childcare by one member allows one or more other members to work on other EcoReality-related business or activities.
• Maintaining current information regarding childcare at EcoReality on the Wiki.
• Being available to answer questions from members, prospective members and interested people regarding childcare at EcoReality.
• In cooperation with all involved parents and caregivers, assessing how much childcare is required for member meeting weekends and retreats. Ensuring that all childcare requirements for these weekends or retreats are met with the help of available parents and caregivers. This would include booking child-sitters, scheduling parents and caregivers, clarifying sitting costs, enlisting help from other members and participants, tracking snack needs and food requirements of the children present.
• In cooperation with EcoReality members and advisors, creating a safe playground area for resident and visiting children.
• Assessing the possibility of apprentice support with childcare where appropriate.
• The ongoing time budget for this stewardship is 8 hours per month, to be evaluated after a 3 month trial period.

Submitted 14:45 15 January 2009 (PDT)

Playroom Agreements - WindSong
*Kids Agreements are posted in the playroom on the bulletin board.

Use of Space
• The Playroom is a space for loud play with boisterous movement.
• Children and children who are guests must be informed about our playroom agreements.
• The playroom is open to all ages at all times.
• Before 3:30pm, older kids need to watch out for the younger children.
• After school play- b/w 3:30-6:00pm- parents of younger children need to watch kids more closely.
• Children 2 and under must be supervised.
• During parties/meals, events, children should be checked more frequently.
• The baby swing is for children 3 and under and less than 40lbs. This swing is tied up when not in use.
• Turn off all the lights when you are the last person to leave the playroom
• Check the playroom every week for your children’s leftover clothes, toys, dishes.
• Items left in the playroom can be used by others.
• Personal items left in the playroom will be placed in the cubbies for two weeks and then moved to the Free Table.
• Lost children’s clothing or toys found in the Common House should be placed in the playroom cubbies and not on the Free Table.
• The Playroom has a locked storage cupboard for theatre equipment & storage for dining room tables.
• Playroom storage for extra furniture/stage pieces should only be used as a last resort. Items placed in the playroom during an event must be moved out within 24 hours.
• During meals/events/meetings, children play in the playroom or Hancock Square
• and we discourage “Doing Laps” between the Dining Room, Playroom and Hancock Square

Communication
• Communicate with children respectfully (use their name, speak calmly, ask permission).
• As adults, we work to provide children the tools to communicate their own needs/concerns/boundaries.
• Directly ask other parents if your children require supervision.
• Inform the Playroom Team about damage or repairs that are needed within one week.
• Here’s one suggested protocol for dealing with conflict between children:
• Remove the object out of sight for the rest of the playtime
• Separate the children (no blame or shame)
• Give the children time (3-5 minutes) to express their frustration. Throwing items & yelling at others is not okay.
• Send one or both children home to their parents/caregivers if necessary.
• Any adult can send/take children home if children are not abiding by the playroom agreements.

NO’s
• No weapons or toy weapons in the playroom. (guns, toy guns, numchucks, large sticks etc.)
• No throwing hard items. Pillow fights are okay if everyone agrees. The play may need to stop if younger members enter the playroom and it isn’t safe.
• No hitting or violent play. No swearing or inappropriate language.
• No donations (furniture, toys, dress-up clothes) without approval from the Playroom Team.
• Pets are not permitted in the playroom.
• The wheelchair is for handicapped use only.
• Small toys are to kept in a locked cupboard to be used only with adult supervision.
• Board games are not allowed in the playroom and instead are best enjoyed in the Fireside Lounge.
Common Facilities: Common House, Workshops, Guests

Common House Use

Common House Use – Pioneer Valley Cohousing - 2003

(2/28/98) (last CH Committee revision 1/03)

Common House Committee has authority to revise the Common House Use Policy without General Meeting approval. (2/28/98)

The following guidelines are for use of the Common House by Members, Associate members and Renters having a community or non-community function. All are responsible for guidelines being carefully followed and should ask for instruction or clarification if there is any uncertainty or doubt.

- The CH is a no pets, no smoking building, including the guest rooms.
- Use of the kitchen and masonry heater (fireplace) require special instruction. Members, be sure that your guests and sponsors have been correctly instructed.
- The building must be left as clean as or cleaner than before use. This includes:
  - KITCHEN: washing and putting away dishes, pots, etc. in their proper places, sweeping and mopping the floor, emptying and rinsing out the compost bucket
  - DINING ROOM: wiping tables and drink counter; sweeping floor and mopping or spot mopping as necessary; putting furniture back in its original arrangement
  - KIDS’ ROOM - straightening up; cleaning any messes
  - BATHROOMS - checking for general neatness and cleaning
  - TRASH - taking all trash to the dumpster in north parking lot
- Turn off all lights, fans, and turn down thermostats to 60 degrees (in winter). Close fireplace only if there are no coals left.
- Be respectful of other community members in regard to noise and parking. Ask guests to park along entryway drive before the Common House. Quiet is to be observed after 10pm on the paths, parking lots, Common House porch and deck, and in the Common House when guest rooms are occupied. Only the first bathroom is to be used by other than Common House guest room guests when guests are using the rooms. Because of the proximity of the Common House to our individual homes and the frequent use of the guest rooms, the Common House is not appropriate for late-night parties.
- When sponsoring a non-member group, the member sponsor must sign a Common House Use Agreement Form prior to the event and to see to it contributions are paid if called for. Supervise following of all regulations. Also, write event on calendar and fill out Common House Use slip to Michael Dover.
- Put away clean dishes, pans, wine glasses, etc.

Common House Use Policy

The Common House is for the use of the community’s residents (and associate members) to host gatherings of their families, friends, and organizations with which they are directly affiliated. Residents will reserve the space and be directly involved with and responsible for the event taking place as outlined in the “Common House Events Use—Organizer’s Checklist” document. Copies of the Checklist are on the board next to the Community Calendar and available from the CH Committee. The Common House is not available for use by outside groups or individuals.

The person(s) reserving Common House space agrees to be the “Event Organizer” and carry out the items outlined on the CH Events Use—Organizer’s Checklist. The Checklist outlines responsibilities related to reserving, maintaining, supervising, and cleaning the space(s) used. The organizer will be in the Common House to supervise the correct use of kitchen equipment (i.e. dishwasher, convection oven, kitchen appliances, range fan, etc), as well...
as the fireplace, thermostats, and other elements of the building. The organizer is responsible for the event meeting fire code regulations (maximum number of people), keeping the indoor and outdoor emergency access open – no blocking of fire doors and no cars parked on the pathway, etc). The organizer will follow through on any tasks regarding fixing or replacing broken or damaged items resulting from the event.

1/09 COMMONHOUSE EVENTS USE-- ORGANIZER'S CHECKLIST

BEFORE EVENT – RESERVING SPACE

- **ALL EVENTS**: Write event on wall Calendar (on hallway bulletin board). Fill out the form “Listing for Community Calendar” and put in _________’s mail box. Filling out event slips does NOT reserve Common House space. You can only do that by putting your event on the wall calendar. The event slips are for the monthly community calendar that goes in your boxes and the on-line community calendar. No event slip means the community won’t know your event is happening and this could lead to confusion.

- **LARGE EVENTS**: For events involving more than 50 people OR lasting more than 1 day, complete the steps above AND notify the community of your request to assure there are no objections.
  - Send a community wide email at least a month ahead AND post request next to wall Calendar with a comments sheet and deadline to respond (1 week deadline). Use the Decision Board area to post.
  - Ask people to bring a change of shoes in the winter (to help preserve our wood floors)
  - Have adequate supervision on all floor levels
  - Have a parking plan, and someone to help with parking as folks arrive
  - No sleepovers (of any size) in the Library – it’s a fire code violation & dangerous to sleeping here

DURING EVENT

- As Organizer and contact for your event, be sure that your participants:
  - Know how to use equipment in the kitchen
  - In winter, remove dirty shoes & boots (suggest bringing clean shoes for indoors)
  - For large events with kids/teens, provide supervision on all floors
  - Make sure fireplace is operated correctly.

AFTER EVENT

ALL SEASONS

- **LOCK UP**: After 10 pm, lock up the common house (ALL DOORS) using an Allen Wrench (ask Common House Committee if you need the location)

- **KITCHEN FAN OFF**: Check that kitchen fan is turned off (on wall to left of stove)

- **LIGHTS OUT**: Turn off all the lights; check basement and library areas too.

WINTER USE

- **CLOSE WINDOWS**: Check all windows are closed & locked – tops too! Also basement windows. Locking helps control air leakage as well as slippage of top sash.

- **LOWER THERMOSTATS**: Reset all thermostats if changed (hit button that says “run
- FIREPLACE: Close fire place dampers if fire is out. Return in the morning to do same if it is not.

CLEAN UP:  Do the basics – leave all areas cleaner than you found it!
- Check every room for dishes and mess (including basement and kids rooms)
- Clean and organize beverage bar area (coffee/tea area, glasses, utensil buckets)
- Take out:
  - Trash
  - Compost
  - Recycling
- Wash & dry linens if a load has accumulated (napkins, towels, etc)
- Take care of all floors, sweep and mop as needed
- Turn off dishwasher and fan over stove

### COMMON HOUSE CONTRIBUTION GUIDELINES

Contributions are voluntary to help offset CH utilities & other expenses. Use sliding scale below to help calculate your contribution based on your event’s demand on time & the space(s) to be used. See “Considerations” below for guidance.

<table>
<thead>
<tr>
<th>Number Attending</th>
<th>For Use by Members with Family &amp; Friends</th>
<th>For Use by Organizations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Up to 20</td>
<td>No contribution</td>
<td>$15 – 60*</td>
</tr>
<tr>
<td>20 - 50</td>
<td>$15 – 75*</td>
<td>$45 – $150*</td>
</tr>
<tr>
<td>50 - 100</td>
<td>$60 – 125*</td>
<td>$90 -200*</td>
</tr>
<tr>
<td>Over 100 **</td>
<td>$100 – 300*</td>
<td>$200 – 500*</td>
</tr>
</tbody>
</table>

* Considerations for determining contribution amount:
  - Number of participants
  - Space(s) being used
  - Length of time
  - Wear & tear on the space
  - Use in winter months

** Large-scale events (over 100) or more than one day in duration need approval of the community. Review Approval Process on bulletin board near Community Calendar. Legal maximum: 200 in entire Common House, 92 in Great Room. **Please indicate the amount of your proposed contribution on the front of this event slip.**
USE BY UNRELATED GROUPS & INDIVIDUALS: As it is an extension of our homes and heavily used by all, the Common House is not available for rent by outside groups or individuals. The Common House is for the use of the community’s residents, their guests and organizations with which they are affiliated. Please make checks payable to Cherry Hill Condominium Association and place in the mailbox of _______

Compensation for Use - Arboretum Cohousing 2007

Compensation for use of Common Space

Mission Statement

Being a member of cohousing means accepting a smaller footprint on the earth for our homes, and in exchange having an extension of our living space in the form of common areas that we can also call our home. Arbco understands that each member of our community will use our common holdings to varying degrees and in unique ways. Living in community means sharing the commons freely, carefully, respectfully and inclusively. When a member is enriched by its use, we are all enriched.

From time to time a member may ask for a portion of the commons to be used in a manner that principally benefits one or a few individuals, impacts the commons in more than an incidental fashion, or removes property from common use. The decision by Arbco to approve such an activity should be based on the costs and benefits to the values and resources of the community. If an activity is approved, then Arbco may consider the need for compensation for any impact this use might have. Most common space activities will not warrant group approval. Many activities that warrant approval will not warrant compensation. All common space activities, however, warrant thoughtfulness and respect for the people and property that constitute Arbco.

Considerations

Any activity that takes place outside of our private spaces, or utilizes our common resources, is a use of the common space. The use can be large or small, permanent or ephemeral. Below are some considerations that should be taken into account when determining if compensation is needed, what form it should take, and how great it should be. Examples of common space activities:

- Using community rooms or outdoor areas (kitchen, guest rooms, laundry, gardens)
- Enclosing community space (fencing, additions)
- Changing the landscape or design features (wall painting, creating a path, tree trimming)
- Placing items in common spaces (artwork, furniture, sand box, plants, storage)
- Using community resources (utilities, dry goods, piano, computer, tools)

Reasons to support use of the commons without compensation:

- Like any home, cohousing is a blend of work, living and social spaces.
- As a cohousing group we wish to support community ahead of individualism and privatization.
- Incursions into common areas are a natural and expected activity of families and communities.
- Use of the commons will naturally be highly variable and diverse.
- Using the commons is efficient.
- Everyone has a natural, undefined allotment of common space use.
- The commons may be underutilized if individual use is discouraged.
- The cost to community of suspicion, greed, or envy among members is worse than the occasional overuse of common holdings by individual members.
• Generosity, reciprocity, supportiveness and acceptance are community values we wish to encourage.
• We do not want to over-manage or micro-manage our activities.
• Compensation can exclude members without discretionary time or money from using the commons.

Reasons to support use of the commons with compensation:
• The impact on the community may be too great to absorb.
• The benefits may go exclusively to a small part of the community.
• Compensation may prevent over-use of the commons.
• Members may be reluctant to ask to use the commons if they cannot compensate the community for it.
• Fairness and equity may best be preserved by compensation.

Compensation will take into account these considerations:
• Does proposal add or take away from community?
• Is it permanent or temporary?
• Does the activity create wear and tear? Are extra costs incurred by the community?
• Is it a one time, occasional, periodic, or ongoing event?
• Is it exclusive or can the community participate?
• Does the activity take place adjacent to a member's private property?
• Will the activity be considered a taking by law? Does a space transfer into private hands?
• Is it a for-profit activity? Is it a charitable activity?
• Does the community strongly support the activity?
• Is there an in-kind trade?
• Does the request come from someone outside the community?
• Does the assignment of compensation set a precedent that will logically be applied to others?
• Can the activity be allowed up to a certain point without compensation?

Levels of compensation:
• None (The activity is considered to be within the general use of all member activities, there is no cost to the community, or the cost is equal to the benefit)
• In-kind compensation
• One time, per use, or occasional fee
• Ongoing fee
• Increase in condo fee
• Lease, rental or long term use agreement
• Easement
• Some examples of common space use:
  • Playing the music room piano
  • Having a son's wedding in the common room
  • Setting a painting easel by a window
  • Fencing a yard
  • Having a garden plot
  • Placing a shepherd's hook near a patio
  • Building an addition
  • Storing a boat
• Creating a croquet court
• Using the laundry rooms, work room, exercise room, sewing room or guest rooms
• Using the community kitchen to make jam
• Placing a bench under a tree
• Erecting a swing set, bat house, bee hive, tree house, fire ring or hot tub
• Leaving toys, skis, rakes, bicycles, grills, signs or laundry within common view or spaces
• Teaching a class
• Planting flowers
• Making an igloo
• Rehearsing a vocal group
• Showing a movie
• Building a rock wall
• Running plant lights using community electricity
• Placing a work of art in a hallway or along a path

**Guests and Guest Rooms**

**Guests - Columbia Ecovillage 2009**

**Guests**

We are having a moratorium on External guests. The ones that we have no connection with until further work has been done on what it means and what it looks like and when we are ready. 6-14-09

**GUESTS:**

Guests are Invited family, friends and supporters of the Ecovillage.

**RESERVATIONS:**

A calendar will be posted with reservations. Members may sign up for reservations by submitting requests in writing (by email) to the person appointed by Common Interiors Team to handle reservations. As a general rule, everyone is entitled to approx 10 days a year (365 days divided by 37 units = 9.86) per guest room. There are two rooms at this point. Any days wanted over the annual unit average can be bought, bartered, shared or sold, between members themselves with Common Interiors to be notified of these changes.

**GUEST ROOMS**

• Family and friends may use the guest rooms or camping spot for $5 per night per room- charged to the host.
• Other ‘Co-housers’ sometimes come to visit, either for curiosity’s sake or on vacation. They are asked to contribute $25 for the first night and $10 thereafter. These guest(s) limited to three nights, with longer stays open for negotiation. Workshop facilitators and other CEV invited guests will be housed free of charge for the duration of their duties for us. Donations are always welcome but not required.
• Potential buyers can stay two nights for free as they get acquainted with Columbia Cohousing LLC and Portland. Donations are welcomed but not required.
• All guests must have a Columbia Cohousing resident host.
• Kitchen privileges for breakfast and lunch (with guests own food, if possible) plus tea, at any time, is encouraged.
**THE RESIDENT HOST IS RESPONSIBLE FOR:**

- Registering with designated point person on CI Team
- Communicating to CI Team ahead of time if it is a large group or a stay over (3) days.
- Communicating to guests where to park and what the Farm House/CEV rules are.
- Preparing and checking the room ahead of time.
- Leave guest spaces ready for next guests: Laundry of sheets/towels then replace on beds, general cleaning of space (sweep or vacuum) tidy bathroom.
- Reading through the guest room instruction sheet with the guest. (To be developed).
- Discussing use of rooms, such as time of clean up/check out and what to do if there is a problem, etc.

**CONFLICTING DATES AND SPACES AVAILABLE:**

It is the responsibility of the members with assistance of CI team to see if there are solutions that work for all parties involved. Solutions may include alternative arrangements such as empty space or rooms in other members units they would be willing to share/rent, using other spaces on Columbia Cohousing property such as the ‘Artist Studio’ or even temporary tents during good weather, using community multiple purpose space temporarily for futons/sleeping bags or be willing to sleep elsewhere such as local hotels/motels.

**MEETING/PARTY SPACES:**

Members of Columbia Ecovillage may use common spaces for meetings, parties, or other private events. Reservations for private use of common spaces are made by contacting the person responsible for handing reservations. Reservations of the living room and farm house deck require approval of the Common Interiors Team. Members pay $1/hour for private use of these spaces. Members are allocated 6 events/year. To use common spaces for more than 6 events, members can buy, barter, share, or sell allocations among themselves, with Common Interiors Team to be notified of these changes.

**RENTERS’ PRIVILEGES FOR GUESTS:**

The owner and tenant will decide between themselves how the allotment for reservations of common spaces will be divided. 7-18-10

**HOST GUIDELINES:**

- Payment for guest rooms and camping spaces is made through your HOA invoice. The person handling reservations will notify the Treasurer each month of each unit’s charges for guest rooms.
- On the day your guests arrive, please add your names and theirs to the white board in the gathering room in the indicated spaces.
- Please be sure your guests are aware that community members will be using the Farm House, including upstairs rooms, at unpredictable times.
- After your guest leaves, please get the guest room ready for the next guests the same day. Launder sheets and towels, put clean sheets on the bed, give the room a general cleaning (sweep or vacuum and tidy up), and tidy the bathroom.
- Below are the guidelines for guests -- please add your telephone number to the last line and give them to your guest.

**GUEST GUIDELINES**

Welcome to the Farm House at Columbia Ecovillage
Listed below are a few guidelines to make your stay more comfortable. If you have questions about any of these policies, please address them with your Host first, or find one of our other members, who will be glad to assist you.

1. We request Outdoor Shoes OFF in the following areas:
   a. All upstairs rooms (including Guest Rooms)
   b. Living room/dining room and front foyer
2. Check in time: No earlier than 2:00 pm
3. Check out time: Approximately 12:00-Noon
4. Tea available for guests in the kitchen. No other food provided or meals allowed until our common dining hall/kitchen is built. You can join your Host for a ‘reserved’ spot at our community dinners as they are scheduled on our monthly calendar.
5. Shower/tub in 2nd Floor bathroom, shower in basement bathroom, toilet/sink located on main floor off back door. We ask that you keep your showers brief, as we are a sustainable community interested in conserving our natural resources.
6. No Smoking in the Farm House: One designated place to smoke is at the North end of the Storage Building.
7. You may wish to keep your guest room door closed with a provided ‘Occupied’ sign on the door. This is a lively house full of activity. Quiet hours are from 11:00 pm to 8:00 am.
8. For Questions or problems that may arise with the Farm House, refer to the following:
   a. First Aid kits in all three bathrooms (2nd floor, main floor and basement)
   b. Questions/problems: Call______________

**CAMPING**

During the summer months, community members have the option of offering their guests a specified outdoor area for small tent placement: between the water tanks on the east wall of the farmhouse. This area is to be used for sleeping, not camping: No fires or cooking will be allowed in the tent area. Guests sleeping in this outdoor area have the privileges of guests sleeping in the farmhouse, and guidelines for use of the farmhouse guest rooms apply to those sleeping in the tent area. Each community household has an allotment of 2 nights per summer season for tent sleeping, which is in addition to their farmhouse guest room allotment. Households may choose to give away their allotment.

**Guest Rooms - Pioneer Valley**

**Common House: Guest Room Policy**

Our Community maintains two guest rooms for the free use of members' family and friends. To reserve a room call ______________.

- Before your guest arrives it's a good idea to check the room to be sure it's ready. If your friend will not arrive until late it's suggested that the door to the room they will be using be closed and a "reserved" sign be hung on it.
- There are two signs that say “Guest Rooms are occupied, please be quiet.” They can be hung on the railing of the stairs to the library and on the entrance to the guest room wing.
- Please ask guests to return used towels to their room and not leave them hanging in the bathroom so that you can wash them, too.
- After the guest leaves, on the same day, the host is asked to strip the bed and make it up with clean linens which are stored in the dresser in each room. The used sheets should be washed and returned to the drawers ASAP. The room should be tidied and left ready for the next visitor.
• Before leaving the room please initial and place on the bed a slip of paper indicating that you have made it up freshly. These are in a folder on the dresser.
• There is no charge for the use of rooms by members if they are entertaining friends or family. If you are so moved, you can make a contribution in the envelopes provided.
• Acquaintances or business associates etc. are asked to pay $25 per night and to change their sheets but not wash them. Their used sheets should be placed in the pillow case and left in the hall outside their room.

Guest Rooms - WindSong 2006

Guest Room Policy & Guidelines
1. Deposit is $60. It can be in the form of an undated cheque written out to WindSong CoHousing and kept at our house. The cost of replacing the lock if a key is lost is approximately $60.
2. The key must be returned within two days of the guests leaving. If the key is to be placed into mailbox #7, it MUST be in an envelope with the host’s name on it. The key could be hung outside the door of #7 (at the top of the stairs) if we are not home. The deposit will be returned when the key is (unless you would like to leave a re-useable cheque here). Reasons: We need the key returned within two days because we have two keys, and in order to ensure access (especially during busy times) we hope this will prevent us from needing to track a key down. Second, if a lone key is placed into the mailbox, it could slip inside and disappear (this has happened). Extenuating circumstances: For example, guests have been known to accidentally take the key with them. If the guest mails the key back then we can make do with one for the time being. These types of circumstances can be dealt with on a case by case basis.

If the key is lost then the person who signed the key out will pay for the lost key and be taken from the deposit.
3. There is a $5.00/night charge for users of the guest room. These funds will go towards refurbishing.
4. __________ shall do the deep cleaning of the guest room and include that in their CCS.

Workshops, Art Studios, Etc.

Annex Use Policies – Pioneer Valley Cohousing - 2002
by Annex committee fall 2002
1. No children under 18 unsupervised in the annex.
2. Individuals unfamiliar with the use of power tools need to get training from someone on the annex committee on the use of the power tools.
3. Lights off and power off on leaving
   Sign in for all work performed in the annex on the sheet on the wall.
4. No storage of materials or tools in or around the annex without prior approval.
5. Materials left unlabeled in or around the annex are for public consumption or can be disposed of after notice is given.
6. Projects left unlabeled and dated for more than a month will be disposed of after an announcement has been made in the newsletter and on the board in the common house.
7. Projects should be placed out of the way so that others have access to the machines, work space and work tables
8. Large projects that dominate the space need prior approval and need to be coordinated with the committee
9. Rental of the space needs to be approved by the committee
10. Commercial use of the annex is generally limited to members on a reduced fee basis.
11. Commercial use of the space by non-community members requires committee approval
12. The space needs to be returned to its original condition (cleaned) after use.
13. No flame activities are allowed without committee approval (cutting torches; soldering; welding etc.)
14. Proper safety equipment is to be used at all times.
15. The community assumes no liability for activities or injuries sustained within the annex
Committees and Teams

Columbia Ecovillage 2009

Teams - Definitions
Teams: Long standing sub-group of the community authorized by the community to make and implement decisions covered in the scope of their job descriptions.

Nimble squads: Short-term task forces authorized by the community to perform tasks that have an immediate need of implementation. Once these tasks are completed, Nimble Squads are dissolved.

Formation of Teams
Initiation: Any member of the community can propose to the community formation of a new team. Person(s) with the idea writes a general description of the new team including a name and the proposed scope of work of the team.
Description and request for a new team are sent via email to the community and the agenda planners (Coordination Team) prior to the general business meeting.
At meeting community agrees/disagrees with the need for a new team.
If authorized, the team is recognized as a Start up Team.
Start up Team: A Start Up Team has authorization from the group to recruit members, hold meetings and create a job description for community approval.
Authorized Teams: Roles and Responsibilities

A team job description is the working mandate of the team approved by the community. Job descriptions are written by the members of the start-up team, proposed as agenda items at the general business meeting, and discussed by the entire community.

If the Job Description is approved the Start-Up team becomes an Authorized Team.

Membership: Teams are open to any member of the community to join. If the team has too few or too many members or does not have the appropriate resources (time, information and skills) to accomplish their work the team should notify the Coordination Team. Any member of a team can resign from a team at any time without the need of approval from the team or the community.

Roles in Teams
Convener: The person responsible for convening team meetings and for communicating meetings schedules and agendas to the wider community.

Recorder: Team recorder takes the team minutes at meetings and distributes draft minutes to all team members for revision. Once revised, recorder posts team minutes to the entire community.

Point(s): Point person(s) are members of a team who have taken responsibility of a specific task for the team. The point person agrees to keep the team informed on the progress of the task, to notify the team of any changes in timeline, scope of work, or the completion of the task.
Responsibilities of Teams:
Teams are responsible for focusing on tasks related to the activities in their job descriptions. Teams are responsible for gathering and including input from non-team members regarding decisions and actions to be taken by the team. Teams are responsible for proposing decisions and actions for community approval when they significantly impact the entire community. Teams are responsible for crafting a general work plan with anticipated timelines for completion of tasks. Teams are responsible for reporting to the entire community in a timely manner their activities, through team reports and minutes.

Teams - Accountability
It is the responsibility of every community member, including members of a team, to note, offer help and expect improvement when the team is not doing its job. If needed the community can recommend a Nimble Squad be appointed to do the tasks with approaching deadlines. And that the Nimble Squad, be asked to recommend to the team how to resolve the problem.

Reauthorization and Dissolution of Teams
Teams should be reauthorized by the entire community when there is a need for a significant shift or addition in their job descriptions due to changing needs of the community. All teams should be reviewed on an annual basis to ensure their missions and tasks fit the needs of the community. Team members can request the dissolution of a team to the community if there is no longer a need for the team’s existence.

Team Meetings
Teams may choose the times, frequency and format of their meetings. Frequency of meetings will be based on the project load of the teams and member availability. Formats of meetings include the way the meetings are conducted, whether in person or by conference calls, agenda items and facilitation techniques. Teams have the right to determine the minimum number of members required at an official team meeting. Participation: Team meetings are open to any community member to attend. Non-team members may want to attend meetings to see if they are interested in joining a team or to gather information or provide input regarding a specific project of the team. Non-members are expected to request guidelines from the team to how they should participate at meetings prior to attending a meeting. In rare cases, the team may deny a request for non-member participation due to the need for a private meeting.

Team Minutes
Teams will keep and distribute minutes of all official team meetings. Key Features of Minutes:
- Attendance at meeting
- Agenda
- Decisions and Actions
- Who is the point person(s) on an action
- Timeline of Actions
- Next meeting date, time and location.
What not to include in minutes: Verbatim of conversations, personal opinions or reflections: including comments about other people or teams that, though useful in the discussion, could have hurtful effects when made public.

- Distribution of Minutes
- Process: Recorder will send out draft minutes to team for revision and approval
- Team will attempt to post to minutes to full community 5 days after a team meeting.

**Team Finances**

Teams have authority to determine how to spend money in their budgets without going through the Board. A team should notify the Board if expenditures may result in a request for more money later in the year. 7-26-09

Every team that has a budget allocated by the village must have a Financial Officer. All teams should have designated Financial Officers by 09/01/09 or when formed if creation of the team is past that date.

Roles and responsibilities of the Financial Officer:

- Manage receipts and team reimbursements in communication with the treasurer.
- Have an understanding of their team’s financial situation
- Can have access to Petty cash, and take withdrawals up to $200 from the CEV Petty cash for a Team Petty Cash
- Can have access to CEV Credit Card. May be a Card Holder*

The following team financial officers MUST be card holders:*

- Landscape, Maintenance, Food, Common Interiors

Designate accounts for all team expenses from list generated by Treasurer, including:
- Petty Cash Purchases
- Credit Card Purchases*
- Check Purchases

*: This is only for when / if we end up with a credit card August, 9, 2009

**Team Job Descriptions & Authority**

**Facilitation Team**

Members of the facilitation team serve the community in the following capacities:

- Agenda setting for Village and Board meetings in coordination with the BOD agenda planner.
- Assist teams/board in creating agenda presentations or discussions and in designing proposals with clarity to support our community consensus process.
- Facilitates village meetings
- Facilitation of team and BOD meetings if requested.
- Identify training and mentoring resources of the facilitation process. 8-29-10.

**Neighborhood Relations Team**

The mission of the Neighbor Relations Team is to support the health, safety, and harmony of our community by fostering caring and respectful interactions between CEV and its visitors and neighbors. The NRT mission includes helping Team and CEV members to increase our capacity to engage with visitors, neighbors, and the surrounding community in effective, culturally thoughtful ways. 10-25-09

**Events Team**

Organizes and implements one-time and ongoing events in collaboration with the community to cultivate supportive relationships and provide opportunities for engagement, fun and enjoyment. Events Team maintains community traditions so these traditions continue from year to year. Please note:
Events at Columbia Ecovillage are not the sole domain of the Events Team. We encourage all Villagers to create events, large and small, spontaneous and preplanned. The Events Team will be happy to assist in these endeavors if needed. 11-8-09

**Build It Team**
Focused on expediting the planning and construction of the new dining/kitchen common area.
Areas of work assigned would include:
- Developing a time line/critical path schedule of a complicated process stretching out over a 12-15 month period. Make a chart of this for all to see.
- Communicate with the entire Village about project progress and the need of members to make timely decisions at various points along the way.
- Screening and recommendations of candidates for contractor and project manager.
- Work with the professionals we hire to assist them in the completion of the building.
- Other related items - Team will terminate with the completion and opening celebration of the new building. 8-17-08

**Maintenance Team**
Insert Job Description

**Secretarial Team**
The Team’s responsibilities will include determining records needed by the Columbia Ecovillage Condominium Homeowners Association and Board, setting up and maintaining systems of record keeping, establishing a template and procedures for note taking at meetings, ensuring minutes of meetings are completed properly and filed, providing trainings as needed related to secretarial tasks (e.g., training in CEV standards for minute taking and processing). 7-19-09

**Process Team**
Will generate a list of internal mediators (list will be stored on Yahoo Groups). Who agree to act as a neutral party to meet with all involved in the dispute. The Neutral Party will pledge confidentiality and impartiality. 5-31-09

**Children’s Team**
The mission of the Children’s Team is to foster the creation of a healthy environment for raising children in Columbia Ecovillage and to implement strategies that support effective community engagement by parents and children. The Childrens Team is responsible for:
- Scheduling and coordinating childcare for meetings
- Developing budgets for childcare and other child related expenses
- Coordinating with other teams on issues that impact childrens’ health, safety, and well-being
- Ensuring that impacts to families are considered in the planning of community activities
- Facilitating cross-generational connection

**Common Interiors Team**
Our goal is to help the community create welcoming, functional and orderly common interior spaces in ways that meet our needs, maximize our shared resources, provide a pleasant aesthetic experience, and are suited to the diversity of interests, styles, and ages of our community.
Tasks include:
- Facilitating group decisions around the furnishing and use of the common interior space;
- Developing processes for the inventory and selection of furnishings, house wares, finishes, art and decorations. Including donated and purchased items.
- Identify temporary storage opportunities for donated items (until their new home is completed).
- Facilitate interior decoration.
- Facilitate standards of use and maintenance of common spaces.
**Coordination Team - Inactive**
The Coordination Team is responsible for the coordination of the ongoing work of the community including:

- Coordinate community tasks implemented by teams, nimble squads, and individuals
- Business Meeting Agenda Planning
- Propose structural tools for community organization including Team formation, decision-making protocol, and record keeping.
- Act as Liaison between the Developers and the Community. 8-17-08

**Food Team**
The food Team is charged with developing food programming that meets the diverse needs and interests of our community while also fulfilling the community’s visions and values. The team will deal with a range of food related issues and tasks including budgeting; menu planning guidelines and suggestions; food, equipment, and supplies procurement; and scheduling cooking, service and clean-up. The team will make recommendations to the community that are informed by Village member and team input, lessons learned from other communities, and research. 11-9-08

**Finance Team**
The Finance Team’s primary responsibility is to assist the HOA treasurer in the creation and maintenance of all budget proposals, reports, financial records and financial procedures. The team acts in an advisory role to village entities regarding financial questions and decisions as requested. 9-13-09

The Treasurer has authority to authorize non team related expenses to be charged to the Association Operation Expense Account. No single transaction greater than $50 and no more than a total of $100 / month. 8-9-09

**Landscape Team**
Or a sub-team, is responsible for the creation, location, allocation and management of all garden plots at the Ecovillage. This includes delegating responsibility for specific plots to members (individuals or groups), who wish to garden community land for community purposes as part of their cohousing participation commitment. In addition, the Landscape Team has the option to designate specific plots for use by member households for their exclusive use as household garden plots as long as doing so does not negatively impact community need. No community participation hours will be credited for work on these plots, known as “Harvest Plots”. 12-20-08

Planning the common outdoor areas, with these objectives:

- Creation of functional outdoor activity areas
- Production of food and other needed goods (e.g., animals, wood, bamboo, medicinals)
- Restoration of the native ecosystem
- Beautification of our environment
- Efficient circulation and integration of buildings and other features on the land within the context of our community life
- Establishment of positive relations with the broader community. (For example, by creating facades, entrances and other public areas that are assets to the Cully Neighborhood and to Portland.)
- Constructing, planting and grading these areas as needed.
- Identifying practices for caring for these outdoor areas.
- Monitoring, managing and maintaining these common outdoor areas.

Tasks include:

- Managing and maintaining various farming operations
- Maintaining landscape features and plantings
- Minimizing harmful environmental impacts
• Organizing the labor needed to accomplish this work.
• Providing the community with training and educational resources on landscape planning, permaculture, horticulture, plant materials, the native ecosystem and landscape construction.

Decision-making will be by consensus within the Landscape Team, referring very important or unresolved questions to the whole community. It is particularly valuable to have a large, diverse membership in this team so that the diversity of opinions can be heard within the team, so that the team can model and demonstrate the large number of physical tasks it will be passing on for wider participation, and so that the many management tasks can be sub-divided. 4-19-09

Membership Team
Interacts with people interested in knowing more about Columbia Ecovillage. This includes overseeing the path to membership, interviewing potential new residents and orienting them, as well as assisting the developer in maintaining a waiting list. 11-9-08

Participation Team
Mission is to develop and implement a system in which the Columbia Ecovillage residents joyfully and equitably share the work necessary for a functioning community. The participation system is important for getting the work done, building community through working with our neighbors, and minimizing Homeowner Association dues. The Participation Team works with other teams to define tasks and works with residents to ensure participation requirements are understood and fulfilled. The Participation Team will conduct periodic reviews to ensure that the participation system is working well for individuals and for the community as a whole, suggesting modifications when appropriate and interfacing with the Process Team should the need arise. 12-7-08

Bathhouse Team.
3-15-09. Insert Job description

Reserve Study Group Task force 8-23-09

Farm House Lead Squad
To assess potential lead risks in the Farm House, recommend solutions to the village and coordinate the implementation of the agreed solutions. 8-30-09

Committees & Work Teams – Pioneer Valley Cohousing
Committees and work teams make decisions by consensus. Any decision of a committee/work team may be appealed by any member, first to that committee/work team and, if no resolution is achieved, to the General Meeting.

Committees: (The community has not approved any general statement about the responsibilities and powers of committees except that implied by their budgets).

Annex Building: development and use of the wood shop/arts & crafts building
Buildings & Grounds: maintenance, repair and improvement of our buildings and grounds, and to contract with vendors to meet those needs; trash, recycling and snow removal
Common House: beauty, order and the well-functioning of the Common House and all its spaces.
Communications: communication among members, including the calendar, phone, email and birthday lists, phone tree, the bulletin boards, and newsletter.
Community Support: helps the community deal with emotional and controversial issues; helps individuals mediate conflicts. Offers mediation, clearness and listenings.
Design Review: reviews changes/additions to buildings and other community landscape features
Finance: collect funds, pay bills, prepare and oversee budgets; maintain adequate reserves; legal and insurance concerns
Garden: the development and use of the gardens; compost
Hub: to oversee the accomplishment of the basic community work by the work teams and committees.
Kids: the quality of life of the children in the community; maintain any specifically designated kids spaces; arrange for child care for community meetings and events
Meals: maintain the kitchen and food storage areas; organize the community meal system
Landscape: planning, development and use of the land, particularly in relation to perennial planting.
Laundry: maintain the laundry space
Library: develop and maintain the community library
Membership: maintain the waiting list and relations with Associate Members; respond to inquiries about the community
Office Owners: use of the office building
Social: consider the social life of the community; specifically to arrange activities for community holidays and retreats, arrange a rotation of social events hosted by committees or work teams
Steering: responsible for tracking community issues, preparing agendas for, and finding facilitators for General Meetings.

Work Teams
- **Work Team A**: Rotate through a variety of community work.
- **Work Team B**: Rotate through a variety of community work.
- **Work Team Monday**: Cook and clean Monday meals.
- **Work Team Wednesday**: Cook and clean Wednesday meals.

Ad Hoc Committees are temporary groups appointed by the General Meeting to research particular topics and generate proposals, or to accomplish a certain short term task. Ad Hoc committees may have a chairperson, or simply a convener who agrees to schedule the meeting(s) of the committee.

Social groups may be organized to meet the needs and wants of members of the community. These groups are important to the well-being of the community, but they serve only at the will of their participants and have no delegated power or responsibilities.

**Organizational Model - Creekside Commons**

**Organizational Model**

*Background to how we got here.* This proposed organizational structure is the product of several Council meetings investigating:
- What works here at Creekside?
- What we’ve seen work elsewhere.
- What seems to need change to work better?
- What tasks are we doing to keep our Community & facilities functioning?

5 alternate models of organization (based on previous meeting feedback) & what still needs attention
At the March 13, 2010 Council meeting, the Organizational Review team was tasked with creating a hybrid of the 5 models that would reflect favoured features in each, and would address additional concerns raised at that meeting.
Creekside Commons Cohousing Organizational Model

COMMUNITY COUNCIL
• This is the ultimate authority for everything that happens at Creekside.
• All owners and families are members of Community Council.
• Community Council will meet at least quarterly for business meetings.
• Community Council will meet as required for community discussions in order to air ideas fully before Community decisions are solicited & in order to maintain the emotional health of the Community as a whole.
• Community Council delegates the maintenance of Creekside Commons Cohousing to the teams described below.

TEAM PRINCIPLES All teams will operate with the following principles:
• Membership is open to all Creekside residents at all times.
• One person will be the “contact” for each team. That person may self-select or be appointed by the team members. This person will have the signing authority for reimbursements & be the “contact” name given to the Internal Communications & Information Team
• Teams will undertake tasks described in the team mandate – if unable to meet the mandate they will bring the issue to Community Council for review of the volunteer resources in the community or to review the team mandate.
• Clear mandates are recorded & posted.
• Teams are responsible to operate within the budget assigned to the team at the time of approval of the yearly budget.
• When deciding on a new action, teams will use the Decision Making Criteria questions to determine 1) if they have prepared the community sufficiently for such a decision (within team's task mandate) or 2) if the item should be taken to a Community Council meeting.
• Teams will post agendas to inform the community of upcoming consideration of initiatives & proposed actions that impact common spaces.
• Teams will take (and post) minutes/reports of meetings at which decisions that affect the community are considered or made.
• Formal meetings are not a requirement for all teams, or for any team member.
• Teams will report to Community via minutes or quarterly reports (hard copy posted & electronic copy distributed/posted on WIKI)
• The “contact person” signs reimbursement forms for team expenses before going to Finance & Administration.
• No team members are expected to act as surrogates or ombudspersons. If something appears to need attention, the individual in our community that notices it will bring the item to the team “contact” who will assist that individual to bring the concern forward in the appropriate forum (team/Council).
• Ad Hoc Special Project teams will form by Community Council direction and dissolve upon completion of projects rather than being added to existing team mandates.

Have fun. Join the team that fits your passion! Or choose a couple of tasks & tell the contact person you’re taking care of them!
Communications and Conflict Resolution

Communications

Communications Model Proposal - Creekside Commons 2008

Explanatory Notes and Basic Principles:

• The intent of this document is to outline communication skills that nurture respectful and harmonious communications in day-to-day conversation, meetings, and in circumstances of disagreement or conflict.

• As a community we encourage direct, face-to-face communication based on the belief that this builds connection and enlivens community.

• We acknowledge the diversity of communication styles – such as: assertive, hesitant, passionate emotional display, flat emotional display, detail-focused, emotion-focused. We commit to deepening our understanding of each other, regardless of difference in communication style.

• We acknowledge the diversity of thinking styles – such as: quicker, slower, needing details first, needing to understand the whole first, needing concrete examples or metaphors. We commit to deepening our understanding of and patience with each other regardless of difference in processing style.

• We acknowledge and value the diversity of personal preferences, but when making decisions at community meetings we encourage each other to set aside personal concerns to focus on community concerns and values. In this we recognize that the group is deciding what is best for the community as a whole.

• We aspire to support each person to find ways to express themselves so that their wisdom can contribute to the whole.

• We hope to give and be given a fresh start each day—we learn by making mistakes, and we are learning to live in community.

General Guidelines

1. Respect each person’s individuality:
   • Be mindful of different personal communication and processing styles during community processes such as meetings, communications, activities.
   • Be open to opportunities for developing more skills in dealing with others, considering individual differences as if they were our own, and resolving conflict creatively & respectfully.
   • Listen with attention. Speak with an intention.

2. Speaking:
   • Be mindful when you are talking -- are your words, tone, and nonverbal communications congruent & respectful?
   • Maintain a kind, non-judgmental, or curious speaking tone
   • Maintain confidentiality (see Resolving Issues section for possible exception)
     • ask permission before sharing another person’s personal information
   • Respond, rather than react, to the greatest extent possible
   • Try to be very clear about your intention before speaking, at meetings in particular; are you adding something new, or helpful?
   • Express compliments & concerns directly with the person concerned. Refrain from using e-mail to express compliments or criticisms globally
3. Listening:
• Be mindful when you are listening -- is your body language respectful, non-intrusive, and at meetings, is it supporting the card watcher’s and facilitator’s efforts to maintain the speaking order as determined by our card system?
• Attempt to maintain an intention of curious, non-judgmental listening
• Help re-establish respectful communication if gossiping arises in a conversation eg., “I’m not comfortable talking about people that way.”
• Listen non-defensively and look for points of commonality, to the greatest extent possible

4. Requests:
• Remember that the community is here to support you, as you are here to support the community: Ask for what you need & offer what you can
• Be willing to accept “No” when making requests.
• Consider asking, “Is there any other way I can assist you?” if you are unable to meet someone’s specific request.

5. Resolving Issues & Preventing Gossip:
• If you have a concern / issue, deal with it as soon as you are able to do so respectfully:
• If your emotions are “up,” let them settle before you decide to talk with the person.
• Refer to Creekside’s statement of Community Intention and Values to get grounded before you speak with the person.
• If it’s necessary to talk with someone else about your concern, do so with the intention to get assistance to resolve the problem, rather than to gossip or complain.
• Use “I” statements. If you are talking with someone else about a concern, talk about yourself; e.g., “I’m feeling upset about (specify issue rather than person) would you be willing to help me to deal with my feelings around this.”
• If you go to the person with whom you have a concern, your first contact with the person should be to arrange a mutually agreed upon time to discuss the concern.
• Be willing to listen to another’s concern even when the concern is your behaviour if it is perceived as compromising our Community statement of values/living in community guidelines.
• If issues cannot be resolved with the individual through discussion, use the Conflict Resolution Process.

Email - Ecoreality 2009

Email Communication, Suggested Guidelines
Email is a powerful tool for communication. These guidelines will help email senders and receivers be aware of the benefits and pitfalls of using email rather than talking by phone or meeting in person.

Benefits of Email
Email is best suited for informational uses where the content is practical and specific, and is free of emotional content.
Pitfalls of Email

- Careless use of email can create negative feelings and mistaken understanding or interpretation of the sender’s intent.
- Think back to instances where you have misunderstood someone else's email, or gotten upset, or where you sent an email that caused someone else to become upset or angry. If you can remember such an instance, please reflect on what caused the upset feelings, and what it would have taken to avoid that.
- When the topic is complex, or likely to result in confusion or misunderstanding by the reader, live conversation is suggested. Pick up the phone, or schedule a meeting.
- Below are some suggested email guidelines that are adapted from Tree Bressen’s Email Guidelines.

Recommended uses of email include:

- community-building (borrowing items, ridesharing, etc.)
- minutes distribution
- announcements
- scheduling meetings and making arrangements
- logistics such as giving driving directions
- factual information
- background research & documentation
- posting agendas
- sending out drafts of proposals

Don’t try to use email for:

- giving and receiving personal feedback about each other’s behaviour
- sharing upset feelings
- resolving interpersonal tensions
- discussions that have significant emotional content
- revising proposals if there is any emotional charge
- sarcasm
- replying emotionally to an email that has made you feel upset:
  - For example, if you read an email and felt offended or that it has wasted your time or was poorly worded, find time to talk by telephone or face-to-face with the other person.

When in doubt, don’t hit the Send button!

Final Thoughts

- Email tends to favour fast readers and fast typists -- people who are verbally articulate and can speak their thoughts directly.
- Some people check email often. Others do not, and open their email only rarely.
- Many people get "too much" email compared to how much time they can spend reading, digesting, and carefully replying. Therefore:
  - In the subject line, clearly state the purpose or topic. Help the receiver avoid reading irrelevant messages.
  - Be brief and concise. Keep the email short, unless the email must convey detailed facts, such as when making revisions to a proposed contract, for example, or giving detailed instructions how to do something. Longer emails are typically the kind which the reader will need to print out and
keep for reference -- in that case, often the best course is to attach a document to the email with all the details, and restrict the email itself a few short paragraphs.

If you receive an email which has upset you, do not reply via email. Break the chain -- either pick up the phone, or write back something like, "Can we schedule a time to discuss this message further?"

Public Email Protocol - WindSong 2007
Email has become a vehicle for exploring ideas prior to decision making meetings. However, when emotions are high, email can easily fall short of our stated values around respect. The best way to deal with highly charged issues is by direct face to face communication, also with the support of the First Response Team members (see names above).

These guidelines are designed to maintain respectful & courteous email communication.
Avoid:
- Naming individuals in a blaming way. This includes teens, children or adults.
- Making accusations of anyone.
- Making indirect and disrespectful references to individuals.
- Using ALL CAPITAL LETTERS, as it is considered “shouting” and causes readability issues
- Posting a public follow up response if a disrespectful email is published. Respond only to the sender if you must, by private email, and avoid a public trail of emails on the inflammatory issue.

Official Communication Policy - WindSong 2006
Official business includes:
- Work parties and outside contractors doing work here.
- Team notices - between meetings
- Community meetings and minutes
- Notices and meetings
- Proposals for inclusion in community meetings

Official notices will be posted on the bulletin board by the mail boxes and also posted on the windsong-biz@googlegroups.com. If the notice is urgent it will be posted with a red card, if it is important a yellow card is attached.

Relationships & Responsibilities Agreements - WindSong Cohousing Community
These agreements intend to make explicit any assumptions we may have about expectations for living in the WindSong Cohousing Community. Every adult resident of WindSong is required to read the following statements, initial the bottom of each page, and to sign at the bottom of the last page to show agreement. These agreements must also be communicated to everyone of all ages in their household.

WindSong residents aspire to:
- relationships that provide physical and emotional safety for residents
- responsible conduct that safeguards our private and communal property
Agreements Related to Community Relations

WindSong residents aspire to live in harmony by being respectful, and responsible. Living close together requires special sensitivity to the privacy, needs and rights of others. By knowing each other well, we aspire to develop appreciation, trust, and respect for each other.

1. I agree to inform myself and to abide by all WindSong Community Bylaws, Policies and Guidelines.
2. I agree to show courtesy to my neighbors and to respect their comfort in common areas by taking responsibility for my own conduct and that of my children, my guests and my pets. Eg:
   - to refrain from using foul or violent language in the presence of children
   - to abide by WindSong’s “Guidelines on Tidiness” in common areas
   - to ask permission before entering a neighbor’s house
   - to refrain from harassment and/or ridicule
   - not to engage in disruptive behavior in common areas
3. I agree to refrain from exposing children to any “adult content” materials (eg. books, pictures, magazines, films). When showing a film in a common area, I agree to post and/or circulate a description of the movie and its rating. I agree to ensure that children attending have permission from their parent(s) when appropriate. I have the responsibility and the right to exclude children from seeing a movie when the children do not have permission from their parent(s) to see it.
4. I agree to inform the community of additional residents joining my household.
5. I agree to inform the community of any patterns of behavior of anyone in my household that could negatively affect community security and relationships. I also agree to inform the community about how our household is dealing with such behaviors, and I also agree to be willing to hear and discuss my neighbors’ concerns in this matter.
6. I agree that if I wish to address a concern I have about the behavior of a resident, I will bring it up with the person concerned, and that if my concern is not addressed I can then use the Windsong Conflict Resolution process.

Agreements Re: Responsibilities for Personal & Communal Property

WindSong homeowners jointly own and are responsible for the community’s common property. This includes the exterior of our building, outdoor areas, the Common House (main floor, upper floor and underground areas), and the atrium streets. Common property also includes furniture, appliances, equipment, machinery, toys, clothing and decorations. We also bear responsibility for our treatment of our neighbours’ personal property, including that placed in limited common spaces, eg. in the atrium streets.

1. I agree to exercise care and responsibility toward WindSong’s common spaces and property as well as toward others’ private property. I will declare and make reparation for any damage caused by myself, my children, my guests or my pets to WindSong community property or to others’ private property.
2. I agree to abide by the rules (as posted or generally assumed) governing the use of all Common House and common property areas, rooms, furnishings, appliances and equipment.
3. I agree to take responsibility for cleaning up any mess created either through accident or in the normal use of common areas, either by me, by my children, by my guests and/or by my pets. Eg:
4. to clean up and put away dishes used in Common house
   - to clean up food/drinks spilled in Common House, atrium streets, or in any part of our buildings
   - to clean up mud brought into interior areas
5. I agree to provide appropriate, responsible supervision of my children and/or my guests and my children’s guests in their use of common property.

**Conflict Resolution**

**Community Agreements Team (CAT) Proposal - Windsong**

**Intent:**
This is a general proposal, meant to cover all situations involving conflicts and breaches of community agreements amongst neighbors at Windsong CoHousing. The following 2-part proposal is intended to create an agreed upon Windsong process that supports community members to resolve conflicts and uphold agreements that nurture and protect the community fabric, as recommended and described by Diana Leafe Christian at Windsong’s community building workshop in Feb 08: *It's especially painful for community groups when someone consistently violates agreements or behavioral norms, or refuses to make changes repeatedly requested by other community members regarding behavior or communication style. One remedy is to agree on and implement negative consequences for such offenses. In order to protect a community, it's possible to design a graduated series of fair, compassionate consequences, from mild to increasingly serious, that treat people with respect while inducing them to make necessary changes – DLC*

**Background & Concerns Identified:**
Windsong’s past experiences of dealing with conflicts and broken community agreements demonstrates a need for a reliable accountability system that can provide consistent follow-up and community access to full information about unresolved conflicts and breaches, particularly for ongoing long-standing intractable issues.

This system would neutrally track and follow up with all concerns that affect community well being to avoid past damaging experiences of some members having some info with the rest of the community being outside the info loop. This info gap has resulted in people turning against each other; some people think that nothing is being done to address an important safety issue resulting in some members feeling that they have to do something, simply because they don't know what or how the issue is being addressed.

An example of an accountability system Windsong now uses that helps the community fabric is the established Community Contribution System - CCS. CCS reports are made available for anyone to see what is being done, and how people have chosen to contribute to the overall community’s daily functioning and well-being. This system has helped nurture the community by preventing unnecessary interpersonal conflict previously generated because of a lack of a transparent neutral tracking system. This is a perfect example of how CCS helps Windsong avoid the chaos of unknown info and minimizes interpersonal conflict as analyzed by Diana Leafe Christian in her work around structural conflict. This proposed system would need to minimize possible misuse of power by an appointed individual or team to handle conflicts or breaches of agreements. One proposed solution is to have the community decide upon any course of action about how the situation is to be handled and by whom.
This system needs to be simple, easily implemented, and respect both the privacy and the agency of individuals for handling issues that do not need to be involved at the community level. At the same time any proposed system needs to balance the need of the community to have full information on issues that have not been able to be resolved privately, and which continue to negatively impact the community at large.

Proposal 1: Windsong approves the appointment of a Community Agreements Team (CAT)

The CAT will primarily be responsible for monitoring, documenting and reporting back to the community on all efforts made to resolve interpersonal conflicts and breaches of community agreements, and provide any follow-up needed to ensure the issue is resolved. The team will not be responsible for enforcement as it will be the community who sits and decides upon any enforcement efforts.

The CAT will consist of 6-8 Windsongers with the following criteria:
- Windsongers from at least 5 different households
- A range of ages, life situations, living space (N or S atrium) involved
- Ability to keep confidentiality when appropriate to the process
- Good communication skills
- Volunteers/invitees with a minimum commitment of one year & notice of 3 months to allow time to replace.
- For simplicity, one CAT member will be the designated CAT recorderperson (aka CAT recorder) whom the community will bring documentation to for record-keeping.
- Other CAT members act as back-up as needed and/or may be asked by the community to specifically follow-up on a particular situation as deemed prudent by community decision.
- Anyone with a conflict of interest in a particular case should sit out from following-up on that case.

Proposal 2: Windsong approves, in principle, the following proposed 3-step CAT accountability process for a trial period of 3 times before being reviewed at a community meeting.

1. Initiate private conflict resolution process:
   - In keeping with the value of self-responsibility, Windsong holds people as able to deal with their own interpersonal conflicts, which also include breaches of community agreements.
   - Individuals are encouraged to try to directly address the party involved (aka WMC – Windsong Member whose behaviour has caused Concern).
   - If individuals do not feel comfortable approaching the WMC by themselves, they can enlist a neighbour to help out with the communication.
   - Individuals are encouraged to document and keep track of all efforts made to address the issue. If the issue gets resolved, the individual may choose to hold onto their own private documentation for reference if needed and life moves on. The individual may also choose to submit a copy of their documentation to the appointed CAT recorder.
   - This CAT recorder is specifically designated by the community to keep records and track and report back to the community any follow-up actions taken to address conflicts and agreement breaches which the community has asked to be followed.
2. Enlist Team Support:
   - If the individual has been unable to resolve the conflict or agreement breach on their own, they can approach any team that they feel would be helpful in getting support to deal with the situation beyond just their own individual attempts. The team works with the individual to whatever capacity level they feel able to deal with. The individual continues to maintain their own documentation records of all suggested team recommendations and any actions taken to try to resolve the issue at the team level. The individual again may choose to submit copies of their documentation of ongoing attempts to the appointed CAT recorder for reference only.
   - An individual can approach any Windsong team or team leader to request help with resolving a complaint with a Windsong member. The team member(s) supports the individual to deal with the issue/conflict preferably directly with the WMC, or may make recommendations to the individual for resolution of the issue.
   - If the CAT team is approached for support by an individual with a concern, its primary role may be to discuss the possible relevance of the concern to community agreements, and if it is felt to be relevant, to discuss with the complainant possible options. Such options may include interpersonal communication amongst the parties involved, or it may include recommendations to the community to clarify or modify the particular agreement.

3. Request Community Involvement
   - If after attempts with the team still fail to address the issue, the individual requests the team to take the issue to a general community meeting (or in time sensitive issues request that the team call a community meeting to address the issue as deemed necessary). The individual submits all documentation that they have kept to this point outlining the issue, and any actions taken to try to resolve the issue at both the individual and team level to the CAT recorder. This CAT member now informs all parties concerned that the issue is now being taken to a community meeting, and recommends that the person/s whose behaviour has caused concerns (WMC) attend that meeting to address the issue with the whole community in attendance.
   - At the community meeting, the CAT recorder reports to the community about the background history on record. The community discusses and decides upon an action plan with clearly agreed timelines to resolve the issue with the parties concerned. All decisions and action plans are recorded in the community minutes which are distributed as per usual for community meetings.
   - The community appoints a specific task team of community members to work with the parties concerned to create resolution. The parties concerned may request specific community members be involved in that task team. The community might request the CAT team to be the task team, or appoint a whole different team.
   - Regardless of the team appointed, a designated CAT recorder is appointed by the community to follow-up with the task team to ensure that the community’s recommendations are being implemented, and to report back to the community via e-mail about agreements, actions and decisions made by the task team in collaboration with the parties involved within 1-week of the community meeting.
   - The CAT recorder continues to follow up with the task team, recording all outcomes, further decisions and agreements formed, which will then be presented at the next community meeting for information to the community. At the next community meeting, after hearing reports back from the CAT recorder, the community decides what if any further action needs to be implemented in maintaining the integrity and harmony of “the community fabric.”
Possible Community Decisions:

The community ideally resolves the issue at the community meeting with the individuals concerned and might use the following 3- or 4-part agreement forms at its discretion to document and help clarify expectations. It appoints a designated CAT recorder to follow-up and monitor progress made with upholding any agreements drafted, and to report back to the community at the next community meeting.

3-Part Agreement

I. Agreement willing to be honored: ____________________________________________
II. Plans for upholding the agreement (specific supports requested of individual community members if any): ________________________________________________
III. Plans for reparation to property/people and by when________________________

4-Part Agreement

I. Agreement to be honored: ________________________________________________
II. Plans for upholding the agreement (specific supports requested of individual community members if any): ________________________________________________
III. Plans for reparation to property/people and by when:________________________
IV. Voluntary consequences that I agree to, if I fail to uphold the agreement:________

If the Windsong Member Concerned (WMC) does not attend the community meeting:

- If the WMC chooses not to attend, the case will still go before the meeting for discussion and the community may draft its own agreement outlining its expectations for how the issue will be handled.
- The community appoints a designated CAT recorder to communicate the community’s expectations to the WMC, and requests this CAT member to report back to the community via e-mail, the outcome of the WMC’s response to the community’s request within 1-week of the community meeting.
- The CAT recorder continues to track outcomes for future reporting at subsequent community meetings until the issue has been resolved. The community may choose to use this 4-part plan for attempting resolution:

4-Part Agreement

I. Agreement to be honored: ________________________________________________
II. Plans for upholding the agreement (community may recommend strategies or suggestions): ________________________________________________
III. Plans for reparation to property/people and by when:_______________________
IV. Community consequences for future lapses in upholding this agreement to be presented to WMC on behalf of the community by the CAT recorder with a timeline for a written response from WMC:__________________________________________

Possible Community Actions if community attempts for resolution fail:

If all community efforts fail to resolve the situation within the designated timeline agreed upon, as monitored and reported by the appointed CAT recorder, the recorder will inform the community by calling for a community meeting. The CAT recorder reports all community efforts made to support the WMC to uphold the agreements, and asks the community to review the situation and to recommend next steps. The community may choose to use any of the following actions to influence the WMC:
• Increase community consequences, including fines, increasing loss of privileges
• Employ legal action, either through the courts or through a lawyer
• Inform the WMC that the community has decided to ask the WMC to consider leaving Windsong CoHousing
• In case of an emergency situation, the community develops a safety plan to involve appropriate external community services such as police, 911, or appropriate emergency response as deemed necessary to ensure community safety and integrity.

**Recommended Documentation & Communication Guidelines:**

• Communication - in all phases are to be neutral, factual and respectful to all parties.
• What is documented - Team member(s) involved, dates of contact, person bringing concern forward (PBC), Windsong member whose behaviour has caused concern (WMC) and all agreements made at each step of the process.
• Storage - All records to be electronically archived in a password protected Google group and paper-signed agreements to be stored in a file in a suitable locked storage system.
• Access - to records is available only on a need to know basis by active CAT team members.
• Confidentiality - CAT members are not obligated to offer a guarantee of confidentiality on any concerns or complaints brought forward, and will inform the community as needed of any urgent risk or safety concerns at any time.
• E-mail - CAT discussions or minutes are not to be sent out on WindSong or WindSong.biz. All community wide e-mail communications are to be factual only, “without shame and blame” and will follow the guidelines of the existing WindSong e-mail agreement.
• Reports - Appointed CAT recorders will provide regular follow-up and reports to the community for ongoing situations as decided by the community.

**Dispute Resolution - Creekside Commons 2008**

**Background:** In November 2007 a proposed set of guidelines for dispute resolution was circulated for community discussion. This proposal takes these guidelines and the Bylaws: Division 6—Voluntary Dispute resolution, #27 (1), (2), (3) and places them into the proposal approval process.

**Intent:** The Dispute Resolution process outlined below is a guideline for a voluntary process, as such it is not mandatory (Bylaws: Division 6—Voluntary Dispute Resolution, #27 (1) (a). This is to be used as a guideline for resolutions of disputes that do not involve questions regarding possible contravention of bylaws or rules; see Bylaw Division 3--Council, #18 (4)).

**Dispute Resolution Team:** the dispute resolution team is created on a case by case basis of helpers most suitable to the persons requesting resolution; see Bylaws: Division 6—Voluntary Dispute resolution, #27, (2) (a) (b)

**Values:** The values appearing on the Creekside Commons website contain this reference to dispute resolution:

• Encouraging positive connections while honoring personal privacy by:
• Designing community activities that cross age, gender, and ability
• Supporting all family structures within the community
• Providing for and respecting personal boundaries
Proposal: If you find yourself in conflict with other community members, these are the steps you may want to take.

Step 1. Take time to think things over. Ground yourself in the community values, the consensus process, and your spiritual foundations. Intend to proceed with kindness.

Step 2. If possible, talk to the person with whom you are in conflict, using the Communication Model*. If concerns remain, go to Step 3.

Step 3. Let the person with whom you are in conflict know that you intend to seek help from the community for a mediated conflict resolution process.

Step 4. Approach the Dispute Resolution Committee. They will help determine if your issue falls under the mandate of dispute resolution process or whether the issue falls under our rules or bylaws. If the issue relates to our rules or bylaws it must be dealt with by Council; see Bylaw: Division 3--Council, #18 (4a).

Step 5. Plan the mediated process with the parties that are in conflict and any helpers. Experience suggests that members in conflict feel more comfortable when they participate and agree to the following:

- Who will facilitate? Experience suggests that two facilitators work well: one to oversee the process and one to oversee associated tasks.
- Who else will be involved? Experience suggests that including three additional people as supporters/witnesses creates a good container for the process.
- Establish guidelines for the process. (See the suggested behavioural guidelines on the next page).
- Set a time, date, location, and duration for the process.
- Determine the agenda. (See the suggested agenda).

Step 6. Prepare for the mediated process.

- Parties in conflict may exchange a written perspective to create understanding and empathy for the other person’s position. Describe your perspective from an “I” position, without blaming, to prevent escalation.
- Try to stick to observable fact rather than perception.
- Optional: One way of developing empathy is by trying to understand the other party’s point of view.
- The participants should have a chance to review each other’s summaries.

Guidelines for Conflict Resolution - Columbia Ecovillage 2009

When confronted with conflict of any kind, the community agrees to adhere to these conflict resolution principles and steps:

I. Problem-Solving Guidelines
   The village agrees to the following guidelines when involved in conflict resolution efforts:
   1. A commitment to mutual respect.
2. A commitment to solve the problem.
3. No put-downs.
4. No intimidation, implied or direct.
5. No physical contact.
6. No interrupting.
7. Agreement to use the conflict resolution protocol, below.

II. Conflict Resolution Protocols

Community members in conflict will:
1. Make a good faith effort to resolve the problem between/among themselves by first dealing directly with the person or persons with whom he/she is experiencing problems.
2. If direct interaction does not solve the problem, the members in conflict can ask a mutually agreed-upon member to help mediate and solve the problem.
   a. The Connecting Team will maintain a list of members who are available to provide this mediation. Community mediators will maintain confidentiality regarding the details of any conflict they are involved in.
   b. It is not the intention of this policy to provide actual guidelines for how this mediation is conducted, i.e. numbers of sessions, use of a written agreement, follow-up meetings, etc.
   c. It is assumed that people who volunteer to provide mediation are capable of formulating an effective, structured plan for reaching and maintaining resolution of the conflict.
3. If using a community mediator does not solve the problem, it is recommended that community members in conflict secure competent professional mediation from local mediators at their own expense. The Connecting Team will compile a list of outside mediators who are familiar with similar situations and charge fees in the usual and customary range.
Decision Making and Meetings

Consensus Decision Making
Decision Making - Columbia Ecovillage 2009

Decision Making Policy: options during a consensus decision.
The following policy will apply to all consensus decisions made by the community and the Board of Directors.

Participation (From Bylaws section 2)
Members of the Association or the Board physically present or present via telephone at a meeting may participate in consensus polling during the course of such meeting.

Decision Options
There are four positions a member may take during a consensus decision:
Agree, Abstain, Stand Aside, Block

Agree: Member agrees with the proposal

Abstain: Abstaining from a decision indicates that the member has no opinion or an unformed or ambivalent opinion about the proposal. They do not need to state their reason for abstaining. The minutes of the meeting will reflect the abstaining positions.

Stand Asides and Blocks: Members have two options for showing disagreement with a community proposal. Prior to using these options, the members have the responsibility to bring up concerns during the discussion about the proposal. In addition, the person considering blocking or standing aside, may request that a special committee be convened prior to the decision to discuss these concerns.

Stand Asides: A stand aside indicates that the member does not agree with a decision but will not stop the community from making that decision. Reasons for standing aside will vary.
Examples of reasons include that the member believes the proposal is:
• Too narrow/not holistic
• They see a better way
• Harmful to individuals
• Violates personal beliefs and values

Expectations of Stand Aside:
It is expected that the person will state the reason for standing aside to be reflected in the minutes. In the event of a stand aside, the Board will convene a meeting with the person to decide their level of participation in the implementation of the decision.

Blocking: A Block indicates the person disagrees and wants to stop the community from proceeding with a decision.
• Two Criteria for Blocks:
  1. Violation of Community vision and values
  2. Severe Harm to the entire community
• If a person presents a block, the facilitator will remind the person of the two valid criteria for blocking, and ask him/her to review whether he/she believes the reason for the block meets this criteria. If, upon reflection, she/he still wishes to block, the following process takes place.

Post Block Procedure
• Meeting: A committee will be created to discuss the position of the member blocking. Committee will consist of 2 members selected by the Board of Directors, one member selected by the person blocking. The Board will create a timeframe for the meetings. If the person blocking is a member of the board they will not participate in determining this timeframe.
• Decision Re-Proposed: The decision is brought to the community either amended or not for a second round of decision.
• “If consensus cannot be reached on an issue after two meetings...a third meeting may be called and voting may be used. A decision to hold a third meeting and to shift from consensus to voting shall require an affirmative vote of 50 percent of the voting power present at the second meeting. A decision on such issue at the third meeting shall require an affirmative vote of 67 percent of the voting power present for the vote.” From Bylaws section 2

Non-Quorum Meetings:
See Section 3.11 and 4.6 of the By Laws.
In the event that there is not a quorum at meeting, a person absent from the meeting may sign the minutes of that meeting, and will be counted as present for the purpose of achieving a quorum.

Decision Making - Creekside Commons

Decision-Making at Creekside
The organizational structure that has been designed assumes that we are using the following decision-making process. We include them here for review:

Teams use the Decision-Making Criteria Questions:
1. Does this proposed action conform to existing agreements and team mandates? (Does this proposed action conform to existing agreements for the operation of Creekside Commons including team mandates for care and maintenance, living in community guidelines, and by-laws (Strata Act of BC, City of Courtenay and Creekside Commons Strata)?
2. Is this within approved budgets?
3. Is this consistent with current use of common space?
4. Are there enough committed volunteers to complete the task?
5. Do we believe we have enough information, including consideration of future impacts?
6. Has the community been informed about the intent to discuss this possible action through agendas and minutes of council, groups or team? (E-mailing team meeting agendas and posting them on the WIKI informs the Community.)

(Note: “NO” to any of questions 4,5, 6 need not result in a council meeting referral. It just means the team needs to do more work to get a “Yes” before proceeding.)
If an issue does pass through all the questions and a decision is reached, past experience has taught us that it is important that people are given enough time between making a decision, and enacting it. Some teams have already built in a week long “inform & wait time” to allow the decision to be shared and remaining concerns to be aired, before action ensues. Through this process, we find out if an issue is of greater concern & thus in need of more community attention than may have been predicted. As a community we should discuss if we wish this to become a team-wide standard.

If a team determines that an item should go to Community Council, then this team requests that the Facilitation Team help them to structure a Community Council meeting to air the issue fully.

Airing an issue fully at a Council meeting would include:
- developing and recording a shared understanding of the issue
- brainstorming possible actions/solutions
- recording community concerns about actions/solutions brainstormed
- seeking a team (standing or ad hoc) to hold open meetings (with recorded minutes) to try to craft proposed solution(s) that address the issue & Community concerns raised
- setting a reasonable time frame for the issue to return to Community Council for a test for consensus

Once the issue has been worked on, through an open and transparent process, a proposal or idea is brought to a Community Council meeting and it is tested for consensus as per our bylaws, section 16, with specific details as set forth by Council (Living in Community Guidelines).

BY-LAWS SECTION (16), VOTING AT COUNCIL MEETINGS

Decision making guidelines

A. Creekside Commons will use a modified consensus process for decision making because we believe:
   - Consensus gathers experiences from the whole group. Better decisions are made when we draw on the wisdom and creativity of the group, rather than on one or two individuals.
   - Consensus agreements need less enforcement. Once an agreement is made, and everyone gives their consent to it, the agreement is backed by the relationships.
   - Consensus moves toward doing what is best for the common interest.
   - Consensus builds relationships between people and provides an opportunity to learn and grow. Communication of ideas and feelings and empathetic listening builds trust and bonds between members.
   - By encouraging shared leadership and participation, consensus empowers all the members to make the best decision.
   - By working together to clarify ideas and proposals, the members build trust and communication skills that continue to grow and expand as the group lives and works together.

B. Definitions
   - Participant: All owners and occupants of Creekside Commons strata lots may participate in the modified consensus process used at community meetings.
   - Eligible Voting Owner is an owner of a strata lot in Creekside Commons.
   - Decision is reached when the participants present at a meeting with quorum agree that the written proposal, with modifications as required, is either acceptable to them or they step aside and agree not to impede implementation.
• Blocking - A decision can be blocked when three or more Eligible Voting Owners cannot accept the proposal as written or modified. If owners block a decision, it becomes their responsibility to work with the other owners and occupants to come up with a proposal that will be acceptable for a decision.

C. Voting Alternative Process
The Voting Alternative Process is used under the following circumstances:
• Any decision if a decision has not been reached at three consecutive meetings,
• For an emergency decision when there is not unanimous agreement.
• A proposal is approved by vote if seventy-five percent (75%) of the Eligible Voting Owners who have responded to e-mail communication about the decision in the case of an emergency decision approve the proposal.

D. Tools for Consensus – Using Coloured Cards
The following system of coloured cards is used by many of the Canadian cohousing communities and is a tool that helps to facilitate the consensus process. Cards are used for Discussion and Decision Making.

Discussion: The purpose of the cards it to provide a tool for containing the discussion, to help ensure that all members have an opportunity to speak if they want to, and give members equal opportunity to help manage the discussion.
• Participants hold up a card before speaking.
• The facilitator recognizes them in the following order (1) Red (2) Yellow (3) Green.

-Red means, “Stop the Process” (time out) and indicates a breach in agreed upon procedures. Examples include discussing topics not on the agenda or going overtime. It can also be used when a participant feels uncomfortable with the way that the process is proceeding or if they believe that a break would be appropriate. The red card may be raised at any time during discussion.

-Yellow indicates that a participant can offer clarification (not an opinion!) on the issue being discussed that will increase the effectiveness of the discussion. Since the yellow card allows the participant to “jump Queue”, this card should be used judiciously and only to support more effective and timely discussions.

-Green indicates a participant’s desire to make a comment, offer an opinion, or ask a question. When there is more than one card of the same colour raised, the card watcher ensures that the individuals are heard in the order that the cards have been raised.

Decision Making:

-Green indicates agreement with the proposal under discussion.

-Yellow indicates that the participant has reservations but is unwilling to block group consensus because of those reservations.

-Red indicates the participant’s opposition to the proposal at hand and their willingness to block group consensus because of that opposition – see B above under Blocking.
Consensus Decision Making- EcoReality 2006

Definitions
vote is used in The Cooperative Association Act to indicate a decision making process, or the act of individuals participating in that process. Wherever The Cooperative Association Act refers to "vote" or "voting," we may use "consensus," "unity," "concurrence," or "unanimity." consensus all decisions requiring a "vote" of members, investors, directors, officers, or other bodies under The Cooperative Association Act will be achieved via consensus, or unanimous consent of those entitled to a "vote" under The Cooperative Association Act. entitled to vote The Cooperative Association Act specifies who may participate in various votes, such as members, investors, directors, or officers. We will refer to those "entitled to vote" as "participants." Those who may be present, but not legally "entitled to vote" are called "observers" or "guests," and may participate in the decision making process, but do not have a right to veto. veto also called "blocking," is a situation where one or more participants voice a principled objection to consensus, based on a belief that the proposal is in conflict with the body's values, thus blocking the decision from being implemented.

Process
Depending on the importance of the matter at hand, consensus may be informal, or any participant may request that the following formal consensus process be followed. It is expected that informal consensus will be used in a large majority of decisions, loosely following this process, with only steps #9 and #10 (recording the decision) formalized.
• A problem to be solved is presented as part of the agenda for the meeting.
• A proposed solution is presented.
• Clarifying questions that seek to explain points of the problem or proposal, particularly how the proposal fits with our values, may be asked at this time.
• Objections and concerns about conflicts with our values are then raised by participants. These are recorded and grouped according to topic, but are not addressed at this time.
• A general discussion follows, during which clarifying questions, objections, and concerns are addressed, one at a time, with discussion and suggestions recorded for refining the proposal so it better reflects our values, with the goal of achieving unity within the group.
• A call for consensus on the (possibly refined) proposal is made.
• Participants indicate either "consent", "stand aside", or "veto".
• Those who indicated "stand aside" are given an opportunity to present their concerns to the group, as either "consent with concerns" or "against without veto". If more than one person indicates "against without veto", the group should decide to go back to general discussion, to better achieve unity. If this has already happened, the "against without veto" should be treated as a "veto", as described below.
• The problem and agreed solution proposal are recorded in the organization's decision log for future reference, unless vetoed, as described below.
• Upon achieving consensus without any vetoes, anyone who indicated "stand aside" can make a brief statement of concern regarding conflict with our values, which will also be recorded in the decision log.
• Consensus is vetoed only upon "principled objection", which means that the proposal is contrary to the organization's values, vision, mission, or purpose, or if the vetoing party believes the proposal would result in a catastrophic outcome for the organization through some way that is unanticipated in the organization's guidance documents.
• When consensus cannot be achieved, the dissenting party or parties are required to present an alternative proposal for solving the problem for consideration by the body that they believe to be more agreeable to the body, according to the following procedure.

• This alternative must be presented within a reasonable period of time, as appropriate to the gravity of the resolution. The date for determination of the alternative resolution must be set at the time of defeat of the original resolution. If consensus cannot be achieved in scheduling a meeting for consideration of the alternative resolution, the meeting facilitator has the authority to schedule such a meeting.

• The requirement for an alternative resolution may be waived by unanimous consent at the time of the defeat of the original resolution.

• Those participating on the alternative resolution must include at least a majority of those who participated in the original resolution. Every effort must be made to include all those who participated on the original resolution.

• If one of the following is true, then the original resolution may be brought before the body again (at a future date) for unanimous minus one consent of those duly notified and present.
  - the alternative resolution fails to achieve unanimous consent by those duly notified and present,
  - the dissenting parties fail to present an alternative, or
  - a majority of parties voting on the original resolution are not able to vote on the alternative resolution.

If the original resolution is brought before the body a second time, every effort must be made to include all those who voted on the original resolution, but there is no majority requirement in this case. Note that this particular clause was created in the effort to avoid blocking or vetoing of resolutions, without the presentation of alternatives.

Proxy Veto
Since consensus is a process, rather than an event, veto by proxy is not allowed unless agreed by the members actually participating. Indications of "consent" or "consent with concern" by proxy will be allowed and recorded.
A member who cannot be present to participate may request that the proposal be re-scheduled, but the Association is not bound by that request.

Veto Abuse
Consensus requires that the parties voting take responsibility to adequately educate themselves about the issues and resolutions under consideration, and that they make reasonable accommodations to achieve unity. Should a party consistently veto resolutions, that party's participation rights may be suspended by unanimous consent of all participants, excluding the party in question. The resolution calling for suspension of participation rights must include a time upon which those rights will be restored. Parties who have had their participation rights suspended agree to attend consensus training at their own expense prior to restoration of their participation rights.

Decision Making - O.U.R. Ecovillage

Cooperative decision-making
Decisions are made on a consensus basis. Within the framework of the Cooperative Association Act, which gives members the right to vote, directors work to consensus at meetings of the board of
directors, and general meetings work to consensus except where the Act requires a vote with a specific majority. At any time, however, a member may require a vote, at which point a vote is taken at any meeting. The group values its consensus decision making, and members are trained in the process and value of consensus decision-making.

**Decision Making - Pioneer Valley 1996-2003**

**Consensus**
All membership meetings shall operate using a consensus decision making process, except, upon a vote of 75% of the voting interests present at the meeting to break consensus, decision may be made by an affirmative vote of 75% of the voting interests of the Association. No decision to break consensus may be made until the group has attempted to reach consensus by all reasonable means, including the hiring of an outside consultant to assist the group in reaching consensus.

**General Meetings**
The highest decision-making power in our community is the General Meeting. The Meeting also serves as a core community development activity, gathering members together to build and maintain the collective life of the community.
The responsibilities of the General Meeting are to:
- govern the shared life and property of the community through setting policies and agreements
- approve decisions regarding the annual operating budget, capital expense appropriations, and community/condo fees
- see that the work of the community gets done
- address issues and conflicts that arise as the community grows and changes.
The General Meeting may delegate limited power over certain areas to relevant teams or committees.

**Quorum**
There is no quorum for General Meetings. Decisions are made by those in attendance at General Meetings. (1995 or 1996)

The **Steering Committee** is responsible for preparing and managing the agenda of General Meetings, and for overseeing the recording of meeting minutes.

**Child Care**
- Get a name tag from the childcare person at the beginning of the meeting and put it on your child.
- Sign your kids in on the new sign-in sheet that they will have.
- Be sure to check off whether or not they are allowed to go into your house alone, and write in anything else they should know (snack issues, diaper instructions, etc.)
- The childcare folks will be asked to come into the meeting to inquire about any youngish unsupervised kids who have not been checked in. (5/98 Kids Committee)

**Decision Board**
Use the decision board for:
- Changes or additions to routine procedures
Committee recommendations not complex enough to bring to a GM

New ideas brought by individuals or an ad hoc committee outside scope of standing committees and not complex enough to bring to a GM

Don’t use the decision board for:

- Spending money outside committee budgets
- Issues that generate opposing opinions and/or heated emotions
- Decisions that alter common areas or infringe on individuals’ property
- Gathering opinions for a more complicated proposal

Steps to follow in using the decision board

- Contact a facilitator to help as ‘shepherd’ for your proposal and determine if it is appropriate for the Decision Board
- Post a clearly written proposal and scheduled meeting to review and affirm proposal at least 7 days after the posting including:
  - a. author name(s), date posted
  - b. meeting date, time, and place.
- Disseminate proposal and meeting information to all community members through newsletter or mailboxes
- Post a Comments Sheet with plenty of room for writing and signatures (comments must be signed)
- Monitor the Comments Sheet
  - If there are no concerns listed, the proposal is approved with no review meeting necessary
  - If concerns are expressed, call those not in agreement prior to meeting to determine if:
    - a. concern(s) requires changing the proposal; or
    - b. a modification can be suggested to address the concern.
  - If concerns remain, plan and hold meeting with shepherd/facilitator to address concern and attempt approval
    - If no resolution is reached at the meeting, remove the proposal from the Decision Board. Work with the shepherd to revise the proposal for re-posting on the Decision Board (following Steps 2 through 5), withdraw proposal, present to a Community Meeting, or take another course of action
- Once approved, (either at review meeting or a community-wide meeting), publish the results on the Decision Board and in the newsletter.

Handling disagreements about proposal or process: If you took part in the Decision Board process and were dissatisfied with it, contact the proposal’s shepherd or any member of the Facilitation Team to request a review and, if necessary, to re-do the process.

Consensus Decision Making - Quayside Village 2006

- Those submitting proposals needing consensus approval will be encouraged to circulate the proposal prior to a scheduled meeting.
- A time limit may be set for consideration of a proposal.
- At subsequent meetings, the previous discussion shall be summarized, and discussion shall be opened only for new information.
- If possible, the summary of the previous discussion(s) will be written and circulated prior to the next meeting.
• The formation of a committee to explore creative alternatives to issues that have not yet been decided by consensus will be encouraged.
• If deemed necessary in order to arrive at consensus more quickly, extra council meetings may be scheduled.

**Decision Making - WindSong 2009**

**Consensus Decision Making Policy**

Current members of the community have joined without having had to agree to a clear mission statement and common goal. Some have not undergone a well-organized, incoming membership process, and some do not have an interest in the training workshops offered within Windsong.

There are often no clear steps of the consensus process being followed with a proposal or issue.

Fears around the following concerns continue to create anxiety and disharmony within meetings and certain community interactions:

- not being heard and/or validated when sharing openly with a yellow/red card
- the threatening “red card” blocking proposals from moving forward
- tyranny of the minority
- tyranny of the majority
- facilitators can feel unsupported in their efforts and are often standing alone without a community voice to back them up when conflict arises

When even one person with voting power in community doesn’t fully understand how consensus can work, it can create disharmony and structural conflict in the decision-making process and community as a whole.

**History of this issue:**
Concerns that arose during and after the DLC workshop/Tree’s Consensus workshop, which prompted us to revise our current policy to better meet the needs of our unique community. The steps below needed to reach consensus will be placed in the hands of the facilitation team to use either as a flipchart or post on the walls in the common house during community meetings.

**Steps of the Consensus Process**

1. Introduce the Issue
   • Why are we discussing this?
   • History of the issue
   • Goal for this item at this particular meeting
   • Offer as issue or proposal

2. Clarifying Questions: Questions of understanding only

3. Discussion
   • Further questioning
   • Bring out diversity of ideas, concerns and perspectives
- Deal with the bigger picture before getting into details
- Note agreements and disagreements on general direction and the underlying reasons for them - discuss thoroughly

4. Establish Basic Direction
- What would best serve the whole?
- Sense of the meeting
- General or philosophical agreement; agreement in principle

5. Synthesize or Modify Proposal
- Note agreements and disagreements on specifics and the underlying reasons for them – discuss those underlying reasons and needs
- Generate ideas to address and resolve concerns
- Evaluate potential solutions
- Synthesize proposed ideas/solutions or come up with new ideas in the supportive atmosphere of the meeting
- Stay aware of how much detail the whole group really needs to go into vs. passing to committee

6. Call for Consensus
- Re-state proposal clearly
- Ask: “Are there any remaining unresolved concerns?”
- Official decision point: use structure for clarity, such as Agree, Stand Aside, Block
- Check to see if all parties genuinely consent

7. Record
Note taker to read back decision to the group
Record: decision, tasks, timeline, implementation

**Steps 1 – 5 in the Consensus Process require the following:**
- Green card: express opinion on the issue
- Yellow card: have a question about the issue or can clarify something on the issue
- Red card: can be used to clarify process issues, but NOT block content
NOTE: To avoid using a red card to signify a block at this point, use action or discussion methods other than cards to assess energy or opinions around the proposal.

**Steps 6 – 7 in the Consensus Process require the following:**
Green card: go ahead with proposal (in agreement). When seeing a need, the facilitator or a community member can ask for the level of energy held with green carders (holding card high/med/low)
Yellow card: serious concern with the proposal, but is not willing to hold the community back if all other members are in agreement (standing aside) (see section on yellow card concerns)
Red card: blocking the proposal. At this stage in consensus process, the person or persons must feel that the proposal would have an overall negative impact for the group which 1) outweighs the perceived benefits from the proposal itself and/or a consensus agreement on the matter or 2) crosses group’s core principles and feels responsible to stop it (see section on red card concerns)
NOTES:
a yellow card is to be taken very seriously, as it signifies a lack of support and can drain energy around
the proposal. The goal of consensus is to either bring a proposal to the point where all can agree to and
support it, or to understand clearly why this cannot happen, and assess whether the proposal should be
dropped. Sometimes, either putting a proposal away for a while or dropping it altogether is a successful
outcome from the consensus process.

Attention red carders: the following are not valid reasons to block:
• To get your way or because you prefer a different proposal, or no proposal
• To fulfill your personal moral values or how you want to live
• Tradition; because things have always been done this way
• Because the proposed action doesn’t fit your personal needs (or finances)
• Because you’d have to leave the group if the proposal passed

Yellow cards in the Consensus Process include the following:
• Discuss: “what would you need to change your yellow card to a green?”
• Once the yellow card holder has expressed his/her concerns and is listened to and understood
  by the community, the community can agree to go back to Stage 5 and make amendments to the
  proposal or propose another course of action.
• The facilitator can make a second call for consensus.
• If there are still yellow cards after the second call for consensus, the facilitator (with the support
  of the community) can request to either:
  -halt the process completely if no agreement can be reached.
  -request that the yellow carders work with the committee/presenter before the next
    community meeting to resolve their concerns. If there are more than two yellow cards, the
    facilitator can decide to halt the process depending on the nature of the yellow cards
  -pass the proposal on the grounds that the yellow carder(s) will continue to work on the
    foreseen challenges with the presenter/committee outside of the community meeting and have
    everyone in agreement.
  -if concerns are felt to be irresolvable, if agreed upon by those displaying yellow cards, the
    proposal may be passed with the yellow carders’ concerns recorded in the minutes.

Red cards in the Consensus Process include the following:
The facilitator and community has attempted consensus on the proposal in Step 5 - 6 of the Consensus
Process. If the red card(s) still stands, the person(s) will be expected to:
• continue ongoing discussions/meetings with committee/presenter outside of the community
  meeting to work on amending the proposal with everyone in agreement. The possible
  solution(s) are to be brought forth to the following community meeting.
• If at that meeting progress has been made, but consensus can still not be reached, the
  process may continue.
• If during this process, a month elapses with no progress being made towards a solution,
  the community may decide to:
  -utilize voting fallback (see Defining Voting Fallback)
  -decide to drop the proposal, or
  -set the proposal aside for a period of time
In the event that a decision is time-sensitive, critical and can be described as an emergency, the facilitator (with community support) can, within the same meeting as the first:
- call for consensus or
- resort to voting fallback for the proposal to move forward immediately to meet the issue’s time-sensitive constraint

**Defining Voting Fallback**
- Voting fallback is defined as 95% green cards
- For example: if there are 40 members at a meeting and two individuals continue to red card the proposal, it could be passed providing there are NO yellow carders. For 95% consensus to apply here, it would mean that 38 of the 40 people attending would be holding a green card.

**NOTES**
Relying on voting fallback is considered a last measure, and must never become a common occurrence. For voting fallback to be used, the presenters must demonstrate that they have taken all possible measures to avoid having to resort to this.

If there are amendments to the proposal which come out of meetings with red/yellow carders, the changes must be brought back as an amendment for a new call for consensus, with the modified proposal being clearly restated. If the concern focuses on aspects of implementation not outlined in the proposal, these implementation details may be added without the need for a further community meeting.

**Use of Cards - WindSong 1998**

**Decision Making Use of Cards Policy**

For Decision Making
- Green means I agree
- Yellow means I can live with it
- Red means that I want a better way and I am willing to help create it

For Discussion
- Green means I have a comment or concern
- Yellow means I have a question/I can clarify or need clarification
- Red means Stop
  - Are we off topic?
  - Do we need a break?
  - Is our process off track?

**Decision Making - WindSong 1998**

**Decision Making Policy**

**INTRODUCTION**
At the Community Forum on Decision Making in November a set of criteria for decision making at Windsong, which had originally been generated several months ago at a previous forum, was reviewed, discussed, added to and approved by the forum participants (see appendix 3). The participants then
began discussing possible processes for making decisions. At the end of the forum, a task group was formed to develop the process further.

The task group was made up of Ken, Alan L., Jan and Gerry. Keith joined the group, Jan. 4. The task group has reviewed the material from the Forum and documents on decision making from other community meetings as well as an article on the topic, written by Rob Sandelin, published in the Cohousing Journal and other material that had been submitted by Greg, Ralph and Gerry. Two reference books were consulted: *Building United Judgment* published by the Center for Conflict Resolution and *Rules for Reaching Consensus* by Steven Saint and James R. Lawson.

This paper constitutes the task group’s report to the community.

**FOR WHAT PURPOSES DO WE MAKE DECISIONS AT WINDSONG?**
**CRITERIA** - All decisions made must fit within the mission, goals, values, policies and procedures adopted by the community. Decisions are made to:

1. establish policies and procedures that help guide the way we manage our resources and interact in our community.
2. respond to particular requests from community members.
3. plan activities together.

**HOW WILL WE MAKE DECISIONS AT WINDSONG?**
**CRITERIA** - The decision making method we choose must build community and be representative. We propose that:

1. the community adopt the consensus decision making model described and illustrated in Appendix 1.
2. unless otherwise decided and provided for by consensus, all decision making be done in meetings (community or designated sub-group)
3. all questions requiring a decision using this method be communicated in advance to everyone in the community or in the case of a sub-group, all those who need to know.
4. all members over 13 years of age have full voting rights and those under 13 shall be encouraged to provide input on issues which may affect them.
5. everyone present at a meeting would be required to vote

**HOW WILL THE DECISION MAKING PROCESS BE CONDUCTED?**
**CRITERIA:** - The process we choose must help build community, be both efficient and effective

Facilitation Team: We propose that a facilitation team as outlined in Appendix 2 be established with the following responsibilities:

1. to receive requests for decisions from community members
2. to assist in the preparation of the requests for presentation
3. to facilitate community meetings
4. to document community decisions

**Requests for Decisions:**
We propose that:
1. each request be accompanied by the reasons for making it
2. each request be displayed in a book or bulletin board (it may be accompanied by a suggested solution or answer).
3. each request be accompanied by the name of the requester(s) and the urgency of the request
4. the Facilitation Team consider the request and process it in one of the following ways:
   1. inform the requester that the request is unnecessary because it is equivalent to an already submitted request or there is already a policy, guideline or initiative in place for it.
   2. direct the request to an existing team or individual for implementation if there is an appropriate policy, mandate and/or budget
   3. refer the requester(s) to other members with similar requests so they can combine efforts
   4. assist the requester(s) to prepare the request for presentation to the community

**Preparation of Requests for Presentation to the Community:**

We propose that:
1. The Facilitation Team ensure that the formal request contains the following elements:
   1. a description of the problem to be solved or the question to be answered
   2. criteria for solving the problem or answering the question
   3. background information
      If the request includes a suggested solution or answer the Facilitation Team ensure that the following is included as well:
      1. a clear description of the suggested solution or answer
      2. costs (if appropriate)
      3. who and what may be affected
      4. timeline for implementation if appropriate

2. the Facilitation Team prepare the agenda for each Community meeting, suggesting order and negotiating time allotted for each item with the requester(s).

**Communication of Agenda Items**

We propose that the Facilitation Team communicate all relevant information about agenda items to all members of the community, a minimum of one week prior to the Community Meeting. If feedback is desired before the meeting, more time may be needed.

**Community Business Meeting**

We propose that all requests for decisions, except those referred elsewhere at the time of the request, be addressed at Community Business meetings. The purposes of the business meetings are to:

1. brainstorm to develop possible solutions to questions presented
2. review and if necessary rework suggested solutions or answers
3. determine readiness for making decisions re suggested solutions or answers
4. make decisions
5. record decisions
6. delegate: further research, development of possible solutions or answers, decision making or implementation of decisions made
7. plan for evaluation of implementation if appropriate
At the meetings:
1. participants will approve the agenda
2. approve minutes of previous meeting
3. Facilitation Team members will facilitate the discussion, attend to group maintenance functions, act as timekeepers and record the proceedings

Communication of Decisions
- We propose that all decisions made at community business meetings be communicated to all community members within 3 days of the meeting. This may be done via voice mail and by posting the minutes.
- We propose that all assignments to teams or individuals be clearly articulated so that expectations are clear.

HOW WILL WE KEEP TRACK OF OUR DECISIONS?
Criteria - It is imperative that we as a community establish and document a set of clear policies (including guidelines, procedures and plans) related to community activity including the use, maintenance and improvement of our common property. These policies must be based on our shared values. They must be documented and be easily available for reference by all members.

Book of Minutes
We propose:
1. we continue to take minutes of the community business meetings.
2. the Book of Minutes contain the following information about each question discussed and solution or answer proposed:
   - names of all participants at meetings
   - all questions or problems discussed and their suggested solutions or answers
   - a reference to related documents (ex. books, studies)
   - all decisions made
   - for each vote taken, the number of blue, orange, and red cards as well as the name of the member and the reason for each orange and red card.

   For wide access this Book of Minutes also be available in digital (i.e. computer) form so that it can be searched easily by key words.

Policy Manual
We propose that:
1. A Policy Manual be created to contain all the guidelines, policies, procedures and plans of Windsong as well as the reasons for them and cross references to the related proposals in the Registry of Minutes. It should have a table of contents as well as an index. Plans which contain drawings and/or large volumes of detail can be referenced in the manual but stored elsewhere as long as they are easily accessible.
2. This manual also be available in digital (i.e. computer) form so that it can be searched easily by key words.

APPENDIX 1

CONSENSUS DECISION MAKING
Consensus decision making stresses the cooperative development of a decision with group members working together rather than competing against each other. Full consent does not mean that everyone must be completely satisfied with the final outcome. The decision must be acceptable enough, however, that all will agree to support the group in choosing it. The emphasis in practicing consensus is on listening to everyone’s ideas and taking all concerns into consideration in an attempt to find the most universally acceptable decision possible at a particular time. (from Building United Judgment)

Although the needs of individual members will be taken into account, the greater good of the community must always outweigh the desires of individuals.

APPENDIX 2

FACILITATION TEAM

We suggest that the Facilitation Team consist of six members, each serving 6 months. Three of the members’ terms would overlap by 3 months with the new team members. The community business meeting roles of the team are: discussion facilitator, process facilitator, time-keeper, minute taker.

All Team members may ask substitutes to take over their roles temporarily if they want to participate in the discussion.

It is important that some members of the Team be skilled in group facilitating. Members will be encouraged to take such training in addition to communication skills training so that they can be effective in facilitating meetings.

The Team would also be responsible for keeping the Policy Manual up to date.

APPENDIX 3

CRITERIA

Community Building: Builds community by encouraging interaction, networking and exploration of values.

- contributes to connecting people/building community spirit
- is interactive
- is enjoyable
- allows for deep work to discover reasons for resistance
- *encourages and supports initiative

Representative: Aggressively represents the will of the whole community as well as the individual members through consensus decision making and actively seeking community input.

- keeps a balance between individual and community
- *encourages all community members to be responsible
- provides opportunities for all to be heard
- respects individual approaches
- listens to smaller voices
- honours dissenting voices
- ensures that all information is communicated to the community prior to and after decision making
• *provides a balance between sufficient time for the process and efficiency in making decisions
• *encourages and supports initiative
• is inclusive

In Context: Works within the context of all previously approved proposals such as those which defined our collective mission, values, goals, principles, guidelines, policies and plans.

Efficient: Minimizes time and resources to achieve objectives.
• *provides a balance between sufficient time for the process and efficiency in making decisions
• *encourages and supports initiative

Effective: Achieves results consistent with objectives.
• *provides a balance between sufficient time for the process and efficiency in making decisions
• provides enough material so that everyone understands the purpose of the decision (i.e. information and research need to be well done)
• informs everyone who is responsible

Consensus Decision Making - Yarrow Eco-Village
Consensus is different from most other kinds of decision making because it stresses group members working together to co-operatively develop a decision. Since the goal is group unity rather than winning a majority of votes, every member is considered important and the group tries to listen to and respond to each person's needs and opinions. Because of this process of incorporating all members' wisdom, consensus can create better decisions.

A consensus decision has 3 essential ingredients:
• it is made with the community's best interest in mind,
• everyone feels heard,
• everyone agrees not to hinder its implementation.

We believe that making a decision by Consensus allows us, as a group, to create a solution greater than any one member could reach alone. We recognize that the Consensus process requires commitment and patience, but we believe that the resulting decisions are better, more effective and, in the long term, more time efficient. A true Consensus decision reflects the concerns and creativity of all the members of the group, and the process of uniting these generates the solution that best responds to the needs of that group.

REACHING CONSENSUS
Reaching Consensus requires gathering and blending the ideas and concerns of individual members, and synthesizing these into a decision which everyone in the group can live with. Full consent does not mean that everyone must be completely satisfied with the final outcome. The decision must be acceptable enough, however, that everyone will commit to support the group in choosing it. The object is to create a process in which all person feel that their concerns are heard, and a solution that everyone agrees to support.
A Consensus decision relies on the assumption that every individual's contribution is valuable and important to the final solution. Sometimes it may be difficult to reach understanding, but respecting each and every contribution is key to the process.

Consensus strives to incorporate every voice, acknowledging both the validity and the importance of each contribution, and leaving no residual minority to feel the decision has been imposed on them. When decisions do not belong to one person, but are a creation of the whole group, not only are ego issues avoided, but decisions are more enthusiastically implemented. When everyone is in support of the action, both ownership and responsibility are shared.

**PRINCIPLES OF CONSENSUS**

**Unity of Purpose**
We are working together to make the best decisions possible for the good of the group. We are guided by our shared beliefs which are described in our Vision and Values statement.

**Co-operation**
We share information and resources and provide mutual support and suggestions. We are all working to find a solution that best meets everyone's needs. Our ability to reach agreement will depend on truth, creativity, logic, respect and love, and will not involve deception, coercion, lobbying or malice.

**Trust**
Consensus only works in conditions of trust. We trust that each person is honestly keeping the best interest of the group in mind and that every contribution will be offered and received with respect and patience.

**Differences are Valued**
In an atmosphere of trust, we appreciate that differences and disagreement are not damaging but are, in fact, important and creative processes. Conflict, when dealt with in the safety of the group, can lead to the greatest solutions.

**Feelings are Valued**
Knowledge does not just exist at an intellectual level and we believe that emotion and intuition are powerful tools for understanding an issue. Emotions and gut reactions are valued for the breadth and depth of understanding they provide. If emotions are not addressed, the process suffers and good decisions cannot be made.

**CONSENSUS DECISION MAKING PROCESS**

**STEP ONE : Preparing a Proposal to be considered**
A proposal may be in the form of an answer to a question that needs an answer; a solution to a problem that has been identified or a creative new idea to be considered. It may be brought to a meeting in one of two ways.

- a Team or one or more members may bring forward a formal proposal, by giving one week's notice of the content of the proposal along with some background and other relevant information, such as cost and effect of implementing the proposal.
- a question or idea for discussion may be presented at a meeting and if appropriate, a proposal may be generated at the meeting, to be considered for approval at a subsequent meeting.
STEP TWO: Once a proposal has been presented for consideration, the facilitator will ask for questions for clarification so that everyone has the same understanding of what is being proposed.

STEP THREE: The facilitator will ask if there are any concerns related to the proposal and will make a note of each concern if appropriate. Members will use yellow cards to indicate their desire for clarification. The presenter(s) of the proposal or other members will also use yellow cards to indicate that they wish to address the concerns being raised. The facilitator will determine whether the concerns have been satisfactorily dealt with. More discussion may then be appropriate, with members using green cards to indicate their intent to comment.

If any member feels that the process is not meeting the needs of the meeting, s/he may hold up a red card to stop the process and explain the perceived problem. The facilitator may call for a vote whenever s/he discerns that the group seems ready to cast their vote. Members will indicate their preference in the following ways.

- Those who support the proposal will hold up a green card.
- Those who decide to stand aside will hold up a yellow card.
- Those who do not support the proposal will hold up a red card.

The facilitator will make a note of the yellow card holder's concerns or reasons for not supporting the proposal. The holder of the red card will give his or her reason(s) for not supporting the proposal. The reason must be given at the time of the vote. It must be a principled reason i.e. it must be judged to be detrimental to the good of the group, harmful to a member or members or not fitting with the principles and values of the ecovillage. If one other person agrees with the legitimacy of the reasons, then the proposal will not be approved. The holder of the red card must then agree to work with the presenters of the proposal to find a better way to solve the problem being addressed or answer the question being posed.

The Religious Society of Friends, commonly known as Quakers have been using the consensus decision making process for many years.

**Sociocracy**

**Sociocracy Summary – Pioneer Valley Cohousing**

Prepared by J. Koch-Gonzalez for consideration – 2011

A Circle has an Aim and a Domain

A Circle is a group of people who work together to achieve common aims that are specific, measurable and clearly understood by consumers. A Domain is the Circle’s area of responsibility for decision making.

Circles Are Double-Linked with Other Circles

Circles are double-linked in sequence from most concrete (as in line staff) to most abstract (as in Boards of Directors) by bottom-up representatives and top-down leaders.

Leadership

Leadership is the responsibility of everyone. There are four specific roles in each Circle: facilitator, secretary, leader and representative. The selection of people to tasks is done by consent in an open process.
Circle Meeting Agenda

Agendas are organized as follows:
1. Opening: Connecting Round
2. Administration, including acceptance of agenda
3. Content
4. Closing: Evaluation Round

Decision Making

Circle meetings are facilitated with a combination of open discussion and rounds to include everyone’s voice. Decisions are made by consent. Giving consent to a proposal means being ‘willing and able’ to cooperate in carrying out that proposal. Consent is obtained through rounds in the following sequence:
1. Proposal is presented
2. Clarifying questions are asked
3. Reaction is expressed
4. Modifications are made to proposal
5. Consent is confirmed

Proposals

Proposals that require extensive consideration are developed as follows:
1. Picture Forming – all aspects of an issue are identified through open discussion and rounds
2. Proposal Shaping - ideas for solution are explored and tuned into a proposal through the same process of open discussion and rounds. Fine tuning may require individual or committee research and development.
3. Decision Making - see above process

Decision Board

Decision Board Policy – Pioneer Valley Cohousing
Facilitation Committee (11/02)

1. USE THE DECISION BOARD FOR:
   • Changes or additions to routine procedures
   • Committee recommendations not complex enough to bring to a GM
   • New ideas brought by individuals or an ad hoc committee outside scope of standing committees and not complex enough to bring to a GM

2. DON’T USE THE DECISION BOARD FOR:
   • Spending money outside committee budgets
   • Issues that generate opposing opinions and/or heated emotions.
   • Decisions that alter common areas or infringe on individuals’ property.
   • Gathering opinions for a more complicated proposal.

3. STEPS TO FOLLOW IN USING THE DECISION BOARD
   • Contact a facilitator to help as ‘shepherd’ for your proposal and determine if it is appropriate for the Decision Board.
   • Post a clearly written proposal and scheduled meeting to review and affirm proposal at least 7 days after the posting including:
     a. author name(s), date posted
     b. meeting date, time, and place.
• Disseminate proposal and meeting information to all community members through newsletter or mailboxes.
• Post a Comments Sheet with plenty of room for writing and signatures.
• Comments must be signed.
• Monitor the Comments Sheet.
• If there are no concerns listed, the proposal is approved with no review meeting necessary.
• If concerns are expressed, call those not in agreement prior to meeting to determine if:
  a. concern(s) requires changing the proposal; or
  b. a modification can be suggested to address the concern.
• If concerns remain, plan and hold meeting with shepherd/facilitator to address concern and attempt approval.
• If no resolution is reached at the meeting, remove the proposal from the Decision Board. Work with the shepherd to revise the proposal for re-posting on the Decision Board (following Steps 2 through 5), withdraw proposal, present to a Community Meeting, or take another course of action.
• Once approved, (either at review meeting or a community-wide meeting), publish the results on the Decision Board and in the newsletter.

4. HANDLING DISAGREEMENTS ABOUT PROPOSAL OR PROCESS: If you took part in the Decision Board process and were dissatisfied with it, contact the proposal’s shepherd or any member of the Facilitation Team to request a review and, if necessary, to re-do the process.

5. LIST OF FACILITATORS TO ACT AS SHEPHERD: ________________________

Meetings
Meetings - Columbia Ecovillage 2007

Meeting Guidelines
• Listen with respect
• Share the airtime
• Be careful about interrupting
• Take responsibility for your own feelings, reactions and interpretations
• Focus the discussion where it needs to go
• Raise hands before speaking.
• All focus on one conversation.
• No one should be called on twice on a particular topic until all those who want to have spoken once

Our goal is that our meetings will start and end on time.

Correcting minutes that have already been approved (2009)
When a factually inaccurate statement is made at a meeting but noted for correction at a later meeting, the minutes of the meeting will reflect what was said at the meeting, and any correction will be recorded at the meeting where the correction is discussed.
Financing

General

Finances - Columbia Ecovillage 2009

Finances

Homeowner Insurance Requirements
1) Each unit is required to carry a minimum of $300,000 in liability insurance.
2) Each unit is required to carry dwelling replacement insurance of a minimum of $65 per square foot. (Dwelling replacement covers the walls, floors, and ceilings from the center of the studs or joists in, cabinets, attached light fixtures, fans, kitchen appliances, bathroom fixtures, and other such items. It does not cover personal property such as clothing and furniture.)
3) It is recommended that owners consider carrying a higher amount per square foot - $75 to $100 - in order to insure replacement of similar quality to what is currently in the units.
4) Each owner shall provide the Secretary with a copy of their insurance coverage statement (not the whole policy) demonstrating compliance with items 1 and 2 of this decision. This shall be done within 30 days of the effective date of the policy and within 30 days of each renewal or change of the policy. The coverage statement should include:
   - the address of the unit, name of the policy owner(s), effective dates of insurance coverage, amount of liability coverage, amount of dwelling replacement coverage, the name of the insuring company.
5) If more than one insurance policy is used to increase coverage on the unit to the required amount (for example, if liability insurance on another property provides liability coverage for the unit), then the owner shall provide the Secretary with copies of insurance coverage statements for both/all policies. Each coverage statement will be sent to the Secretary within one month of purchase, change, or renewal for that policy. 3-7-10

Rainy Day Piggy Bank
1. The Board shall establish and operate the Columbia Ecovillage Emergency Fund, which may also be known as the “Rainy Day Piggy Bank” fund.
2. The Emergency Fund shall be used to provide financial assistance to members of the Association who are having financial difficulties because they have lost their employment or sources of income or had their income significantly reduced, or because they must pay significant other expenses, such as unexpected medical bills.
   • The Board may adopt criteria regarding eligibility for financial assistance, and criteria for the selection of beneficiaries of the assistance if more than one member requests assistance and the Emergency Fund cannot provide all of the assistance requested.
   • The Board may establish an application form, at its discretion.
   • Members who request financial assistance from the Emergency Fund may be asked to provide some documentation of their financial situation and need for the assistance, at the discretion of the Board, in order to demonstrate their qualification for assistance.
   • The Board may consider all relevant factors in deciding whether to provide financial assistance, and the decision on whether to provide financial assistance from the Emergency Fund to any particular applicant shall be made at the sole and complete discretion of the Board of Directors or its’ designee.
3. The money distributed from the Emergency Fund shall be used to help members of the Association pay any assessments that they owe to the Association, or to pay the monthly payments owed to the Association, or both, and for no other purpose except as follows. The money distributed from the Fund shall not be used for any other purposes unless the Board notifies the entire membership in advance, in writing, that it is considering using the money for a different purpose and explains what that other purpose would be, and then the Board votes on the adoption of a formal resolution approving the use of the money for the other purposes. Any such other use must provide a significant and important benefit to the entire Association.

4. Distributions from the Emergency Fund shall be made to provide financial assistance to members for one month at a time only; however there is no limit to the number of months, consecutive or otherwise, that a member may apply for assistance, or that the Board may decide to provide financial assistance to a particular member.

5. The Emergency Fund shall be funded through voluntary contributions. The Treasurer will include a report on the status of the fund during any regular financial report to the community.

6. The Emergency Fund money shall be kept in a separate, segregated account once it accumulates to an excess of $2,500, in order to insure that it will not be mixed with other funds and cannot be used for other purposes.

7. The Board may decide to invest the money in the Emergency Fund, in which case the investments shall be made and managed in accordance with the Uniform Prudent Investor Act. 8-2-09

Renewable Energy
We spend $10/month to have all renewable energy and donate a small amount for salmon habitat restoration. 8-9-09.

Finances – General – Pioneer Valley Cohousing
OWNERSHIP INTERESTS. The determination of the percentages of ownership interest of the respective units in the common areas and facilities have been made upon the basis of the approximate relation that the fair value of each unit on the date hereof bears to the aggregate fair value of all the units in the condominium on the date hereof. (Master Deed) We agree to fairly reapportion condo fees. (2/5/01)
We agree to the concept of a mixture of value of house and per household for determining condo fees. (12/9/01)

LANDLORDS ARE FINANCIALLY RESPONSIBLE FOR RENTERS AND VISITORS. If renters or visitors leave the community owing money to the community, their landlord will be charged for that cost. Owners are responsible for the financial liabilities to the community of anyone who occupies their unit, whether they be house mates, renters or visitors. [This has been enforced several times] The Finance Committee recommends that landlords acquire and hold a security deposit and a last month’s rent, and check with the kitchen, common house, annex, laundry, co-food, and finance committee before refunding the money to the renter when they leave. (2/17/01 Finance Committee)

LAUNDRY BILLING. Laundry bills shall be due with the condo fees in the month following the billing. The same late fee policies apply. [Not enforced unless it really gets out of hand, which it never has](2/17/01 Finance Committee)

COMMITTEE SPENDING POLICY (Operating Fund)
Each Committee is authorized to spend within its budget. Funds may be transferred from one line item to another within a committee’s budget. The committee will approve the transfer only if the transfer is consistent with the spirit of the General Meeting approved budget, the expected expense is judged to be reasonable, and there seems to be no issues that warrant community discussion/decision.
The Finance Committee can approve overspending for a committee’s budget for which there seems to be no feasible alternatives and which are critical to the functioning of the community. In addition the Finance Committee can approve overspending of a committee budget by 10% if that overspending is consistent with the spirit of the budget. Any other overspending must be approved by the General Meeting.

INTEREST. Interest earned by the Affordability Fund will be added to the principal of the Affordability Fund. All other interest earned by community funds will be added to the Replacement Reserves Fund.

OFFICE BUILDING. The private office group will pay $2,532 (16% of $15,586.25 – the full development fee for the five private offices) in development fees for the private office space. Payment terms are negotiable. The “common” space will be available for community use, and its final design will incorporate suggestions from the community to maximize its community value. Monthly condo fees will be paid by the five office group members to the community, and will be those of a “B” unit. (6/5/94) Payment of the remaining development fees on the office building will be deferred until the fifth office is sold. (1/4/98 – Finance Committee)

CHARGING OWNERS FOR HOUSE REPAIRS. Whenever the By-laws state that maintenance, repairs or replacements are to be done at the expense of the unit owner, and the unit owner shall fail or neglect to so maintain or repair any such area, the Association may do so and charge the unit owner. (Master Deed)

VOLUNTARY FINANCING OF COMMUNITY RESOURCES 9/00
The community approves voluntary financing of community resources as long as resource is approved (a) by General Meeting or Decision Board if major item (examples: sauna, carports) or (b) by committee if minor item (examples: octagon hammock chair, garden shed roof shingles, tools).

Should the community decide to assess any user fees to cover operating expenses, they shall be assessed equally of all community users unless specific arrangements are made with community approval.

**Finances - Late Condo Fees**
(Orig 2/11/95; last revision by Finance Committee 2/17/01)

Condo fees are due on the first of the month. The grace period ends on the 15th of the month. The finance charge on late condo fees is 14.5%, with a minimum charge of $5. The finance charges can be avoided by arranging a payment plan with the bookkeeper before the end of the grace period. If there is no payment plan, the 14.5% finance charge is charged from the due date. [Generally don’t charge the %, just the $5. Don’t charge late fee for small amounts.]

- If any owner falls 2 months behind in their condo fees without establishing a payment plan with the Finance Committee, the Finance Committee will schedule a discussion at the next available General Meeting to tell the other owners who is behind and by how much and to discuss next steps.
- If any owner falls 4 months behind in their condo fees without establishing a payment plan, the Finance Committee will schedule a discussion at the next available General Meeting to tell the other owners who is behind and by how much, and to discuss next steps.
• If any owner falls 6 months behind without a payment plan, the Association will put a lien on the owner’s property and take appropriate legal action to recover the money owed.

**Finances - Capital Fund**
The Capital Fund is established as a permanent fund for major expenses beyond the scope of the annual budget (such as the West Deck, etc.). Funds for the Capital Fund are allocated in the annual operating budget or by special assessment. (10/15/95)

Unspent dollars from a completed project will stay in the Capital Fund as “unassigned.” All Capital Fund project budgets not spent in a given year will be zeroed out at year end unless the committee responsible for the expense requests its carry over to the following year. The Finance Committee will assign “orphan” budget items to a specific committee and notify the committee. (11/17/95)

**Affordability Fund**
(10/1/95; policies & procedures 2/3/96-Finance Committee)

Policy and Procedure for the Affordability Fund are set by the Finance Committee. Any decision of the Finance Committee may be appealed first to the Finance Committee and secondly to the General Meeting.

**SOURCE OF FUNDS:**
Any source determined by the community. Specifically: Development Fees

**USES OF FUNDS: LONG TERM AFFORDABILITY**
The primary purpose of this fund is to reduce the cost of homes to new buyers with financial need. This will be a perpetual fund, that is, new buyers benefiting from reduced costs will in turn reimburse the fund at the time of purchase, sale or other time.

Procedure: Potential buyers will discuss their situation with representatives of the Finance Committee. The Finance Committee will determine the amount of loan/grant/deferred payment and its conditions.

**USES OF FUNDS: SHORT TERM AFFORDABILITY**
The secondary purpose of this fund is for short term loans to any community member facing financial crisis that affects their ability to stay in our community.

Procedure: Community members will discuss their situation with representatives of the Finance Committee. The Finance Committee will determine the amount of loan and its conditions.

**Development Fees**
Development fees are charged when any owner expands the finished space of their unit. Development fees are set at attic spaces $15/sq ft; basement $5 (10/1/95) [Main floor space development fee set at $25 by Master Deed]

Rationale: The core reason for maintaining development fees is fairness to those who paid development fees during construction. On the other hand we wanted to create enough flexibility in the fee payment to ease the financial burden on people finishing space after construction. Because many of us value
affordability and many of us have questioned the purpose of continuing to collect development fees when construction has been completed, we decided to set aside these funds to support affordability

Payment options:
- Pay in full at time of finishing space
- Pay over time
- Pay at point of sale
- Earn up to the full fee through community work
- Write off up to the full fee through securing outside grants, labor or resources
- Any other creative method that is agreed to by the household and finance committee

Procedure:
- Representatives of the Finance Committee will sign written contract agreements with house owners detailing the development fee amount and the method of payment. The Finance Committee sets the fee amount using the same criteria used in the original construction. These contracts must be negotiated before development, but may be renegotiated at any time.
- To use work exchange as a method of payment, a house owner must negotiate a contract ahead of time with the Finance Committee that defines the nature of the work, and the number of hours to be worked for a particular period of time. These work hours will represent work done above the expectations for the community and for meeting community needs. The Finance Committee sets the value of the work. The initial rate is $15/hour.
- To use securing resources as a method of payment, a house owner must negotiate a contract ahead of time with the Finance Committee that defines the value and nature of the work or resource.

Replacement Reserves
Basics about Reserve Studies and Reserve Funds for Homeowner's Associations
Provided by Douglas Larson, Songaia Cohousing, Bothell, Washington

Reserves are funds set aside by a Homeowner's Association to be prepared for the eventual replacement of assets. Those assets are very broad and can be big ticket items like roofs, driveways or painting (both interior and exterior) but can also be smaller items like fences, landscaping, decks, common house dishwashers, ovens or refrigerators. There generally is a lower dollar limit below which an asset is NOT included in the reserve study. Hence things like toasters, coffee makers, food processors are generally not included. The professional Reserve Study organization can guide you on where that dollar limit is.

Reserve funds are collected regularly, usually via your regular monthly Homeowner's Association dues, to build up the fund for the future replacement of these assets.

A Reserve Study, is a study done by professional organization that has experience with and knowledge of Homeowner's Associations financial standing as well as experience with the expected life of common capital assets, like those I mentioned above. They usually do a detailed initial study and then less detailed follow-up studies every 3 years or so. The initial study involves them coming to your site and looking at all assets in question. The follow-up studies are done to make sure that each asset appears to
be about where you thought it was in its expected life-span as well as updating costs for each asset as market prices change and allowing for inflation. I am not sure if follow-up studies require a site visit since our community hasn’t had its first follow-up yet.

Total Reserve Funds for an HOA need not be a sum of the value of all assets. That would be prohibitive and usually isn't necessary. Usually it's a percentage of the total and is designed to cover replacement expenses as they occur. Each asset has a different life span and the professional organization you hire can help you with numbers and with deciding where you are and where you want to be.

Also Reserve Funds are NOT for Capital Improvements, i.e. for building or purchasing assets not previously present in the community (e.g. a New Greenhouse, a New additional refrigerator). You would use other financial assessment methods to acquire those assets. Once they were acquired, however, they would be added to the total list of assets to be managed with Reserve Funds.

Likewise Reserve Funds are NOT for replacement of assets in the event of catastrophic events (e.g. Storms, Fire). Typically your insurance covers assets that expire under those conditions.

**The purpose of the Reserve Study is so that you have some sound basis for**

a) The expected life-span of each asset  
b) That you are collecting adequate funds to cover each asset replacement in the year expected.  
C) A schedule of how much to collect each year overall and from each owner.

Most state laws require Homeowner's Associations to have and collect Reserve Funds. I have heard shocking statistics that many Homeowner’s Associations have inadequate funds and/or inadequate collection rates but I don’t recall precise numbers.

What I can tell you is hiring a professional organization to do the Reserve Study is money well spent.

In addition to the reserve study itself, it would be beneficial to give serious thought to how manage the reserve funds. That is, in any given year, if an asset is due for replacement, the following questions are germane:

a) Who (or what committee) is authorized to decide to spend the funds?  
b) Can the authorized person(s) spend the money without community approval?  
C) When can or should the funds be spent? Some assets will last longer than expected and others shorter than expected. How much time before or after the scheduled year, can the money be used?
Replacement Reserves – Links and Info provided by Sharon Villines Takoma Village Cohousing, Washington DC

These are some of the resources I distribute during my reserve study workshops:

Association Reserves, Inc.
http://www.reservestudy.com/

A large reserve study firm serving California and several other western states. Includes a Q&A that covers many topics, most responses from lawyers. An excellent web resource. They also offer do-it-yourself packets and inexpensive financial updates. In some circumstances these may be useful but nothing will replace having a construction engineer and other facilities specialists look over your facilities with you and point out problems.

State of California Dept of Real Estate Reserve Study Guidelines for Homeowner Association Budgets
http://www.dre.ca.gov/pdf_docs/re25.pdf

Most resources are written in such noncommittal language that they effectively say nothing. The California Guidelines are an exception. They are extremely detailed and well documented. Each state and each situation is subject to different laws, but following the best practices can only benefit your community. Just because you don’t have to do it, doesn’t mean you shouldn’t. California Guidelines has the most complete information available.

Reserve Study Advisors
http://www.reserveadvisors.com

Another commercial site with good Q & A pages.

Community Associations Institute
http://www.caionline.org/

An association of and for HOAs. Their last publication on reserve studies was very cautious and thus not particularly helpful, but the members of local chapters can be very helpful in recommending a local Reserve Study Specialist and sharing other information about managing a condo.

Replacement Reserves – Pioneer Valley Cohousing
Laura – get a sheet and put it in

Replacement Reserves is a fixed amount included in every year’s budget. Replacement Reserves are set aside, usually in a separate account, and built up year by year. Replacement reserves are spent whenever some big ticket item (like the roof) needs to replaced.

This is how you figure out how much to put into replacement reserves: You make a list of all the items you want to include. Figure out their life expectancy (5, 10, 15 years?). Then how much it would cost to replace that item. If you divide the cost by the life expectancy then you know how much to set aside for
that item each year so when it is due for replacement you have the money saved for it. (Unofficial description)

**Replacement Reserves Spending Policy:**

- Responsible committee submits proposal to Finance Committee to replace item and notifies the community.
- Finance Committee approves or refers to General Meeting. The Finance Committee will approve if:
  - item is on Replacement Reserve budget
  - the expected expense is judged to be reasonable
  - the community has adequate replacement reserves
  - there seem to be no issues that warrant community discussion/decision
Gardens and Farming

Individual Gardens

Individual Gardens - WindSong

Gardening Agreements

Garden Beds Policy May 2, 2008

- Garden bed assignments: Listen/watch for an announcement about sign-up dates or ask the person who is co-ordinating this aspect. It’s usually at the end of October. Think carefully about how much garden space you have time and energy to care for.
- Previous years’ gardeners usually get to keep their same bed(s) unless there are unusual circumstances. In the event there are more requests than beds available, we might ask someone with multiple beds to relinquish one, or we could build more beds. One way or another we’ll try to accommodate everyone who wants to garden.
- Responsibilities: Gardeners are usually responsible to purchase wood for their own new beds and to repair / replace them as needed. Individual garden plot holders are responsible for preparing their plot in the fall for spring planting. In the interest of safety for all WindSongers, do not place any obstructions such as rocks, boards, cans, etc. on the outside perimeters of your plots.
- Please keep the path around your bed weeded. It’s nobody else’s responsibility but yours!
- Planting time: Please start work on your garden in early spring and plant at the very latest by the 24th of May otherwise people who want more garden space may make a good case for commandeering your bed!
- WindSong’s automated sprinkling system will keep your garden appropriately watered during dry/hot weather. If your garden needs special watering attention, look for the hose that isn’t attached to the automated sprinkling system.
- Compost is available in the large bins. Read the signs and use what’s ready with consideration for amounts needed by others ... just like taking food at potluck!
- Our garden is “organic” ... if you’re wondering about using some product that’s “iffy” please check it out with your fellow gardeners. There are lots of non-toxic products available for weed and pest management.
- Weeds - should be placed in the disposal containers approved by the Outdoor Team. Any other plant foliage may be placed in the compost bins or left to be turned under.
- Morning Glory (Bindweed), must not be added to general weed disposal. Please dispose of morning glory away from compost bins and as far away from the garden as possible or put it into a garbage container.

WindSong Gardeners’ Agreements Spring 2008

Each year more WindSongers want to garden, and several also want to expand their number of beds. Space to garden at WindSong is at a premium. Therefore:

a. I agree to plant my garden bed by the beginning of June, at the latest. If I do not manage to plant it by that time, I’ll ask the Outdoor Team coordinator(s) to re-assign it to someone else.

b. I agree to garden organically, i.e. without the use of chemical pesticides or artificial fertilizers and in a way that sustains the health of the soil, plants, and people. If I’m in doubt about the general acceptability of any particular product, I'll consult with my neighbours before using it.
c. Since a few species of very invasive weeds (e.g. bindweed, buttercup, couch grass, horsetail) are present in the general area, I agree to remove weeds from around the outside of my bed, and out to the middle of the path surrounding it.

d. I'll keep the garden area clean by disposing of my own refuse, seed packages, plant containers, pails etc. and by placing community tools I've used back into the garden shed.

**Plants 2007**

(1) Trees should be removed if they are within roughly 5 feet of footings. We say roughly five feet, because some trees are bigger than others and we will want to look at trees on a case-by-case basis.

(2) If an owner has planted a vine or has vines growing voluntarily near their home, we ask that the nearest home owner takes responsibility to keep that vine trimmed back so that it never touches the siding. This includes ivy, morning glory, clematis, wisteria, and other planted or wild vines. If an owner wants help with this, then please take responsibility to ask for help.

(3) Further if any vine or plant is growing on a trellis, we want the wooden/plastic trellis to be suspended on metal brackets so that it is well away from the building and a visible air gap is maintained between the plant and the building.

(4) Vines or plants can be grown along metal hand-railings as long as they are kept back from the wood or vinyl siding.

(5) Trellises or flat wooden brackets should not be attached flat and directly onto wooden facia boards or deck boards in order to avoid a wet contact surface where both boards will rot over time. Instead, the trellises should be suspended so that they are either under the deck and out of the rainwater, or with a metal bracket to hold it out. That metal bracket should be caulked and sealed against the wood surface.

(6) No one shall make holes through the vinyl siding unless approved by the B & M team. It is preferred to have items attached to the wood trim or facia and brought away from the building on metal brackets.

(7) When using barbeques, keep them far away from any wood or vinyl wall. Preferably, have the BBQ next to a metal railing when in use. When cold, they can be stored by the wall.

**Policy for Individual and Small Group Use of Community Land – Pioneer Valley Cohousing**

The community supports individual and group uses of community land. We value these uses as opportunities for social connection as well as connection to the land. The community agrees that proposals for such use would adhere to the following four principles:

1 **IMPACT** – The proposal shall address the project’s impact on both common resources and on people, as follows:

   (A) **COMMON RESOURCES** – As a general principle, the project shall demonstrate a consciousness of giving back to the land, i.e., using organic farming practices. The project shall reimburse costs associated with the use of common resources, e.g., water and electricity, such that there will be no significant financial cost to the community. The project will not interfere with the use of other currently utilized common space, e.g., finding a place for feed storage that does not interfere with the use of the common house basement.

   (B) **PEOPLE** – As a general principle, agricultural and animal-related projects shall demonstrate the best farming practices around disease control, e.g., separating animal waste from vegetable gardens, properly composing manure, using safe handling of animals to avoid contamination, in order to minimize the health risks for animals and people.
2 TEMPORARINESS – The Community has the right to reclaim any land being used by individuals or small groups. Existing design review guidelines will remain in effect for more permanent structures erected as part of these projects. For example, while growing chickens may be considered seasonal, building a greenhouse would be considered permanent, to be addressed by design review.

3 INCLUSIVENESS – When there is a group enterprise, there will be opportunities, at appropriate times, for the participation of others in the community, using strategies such as open enrollment or waiting lists.

The community values transparency with regard to costs, plans, and other information related to the project.

4 EVALUATION/FEEDBACK - The community encourages individual and group enterprises to seek feedback from the community on an annual basis.

Community Gardens

Community Gardens – Pioneer Valley Cohousing - 2010

The community garden (the large north garden, surrounded by a fence) is maintained by the garden committee. Any person in the community may pick from this garden. It is important to pay attention to information put out by the garden committee about what is available to pick and the quantities available so that the produce can be fairly shared. If you have any doubt about how to pick a crop, have any other questions, or want to help in the garden, contact someone on the garden committee (______).

The south garden area is primarily individual plots. If you want to have an individual plot there, also contact the garden committee. Also see the agreements on private use of community land, in the Agreements and Bylaws document and in the appendix to this handbook.

Compost: Please use the community compost pile next to the north garden for your food waste. We use it on the garden and it saves us buying more manure. Put it into the bin marked "open". Please no meat scraps, egg, or cheese. Garden waste (thicker, woody plant material) goes in a pile behind the north garden toward the field. This compost is available for your own garden around your house.

Urban Gardening

Potted Plants – Quayside Village
1. Plant pots must not be placed on railings.
2. All plant pots need an adequate drip tray underneath.
3. All planters must be raised off the concrete decking.
Community Supported Agriculture (CSA) and farming enterprises

CRA on Land Use - Cobb Hill Cohousing

Principles for Our Use of the Land and Buildings
1. We will strive to limit our activities to the carrying capacity of the land. Animal numbers and cropping intensity will change over time as we come to understand better the potential and limits of soil fertility and suitability of different species to different parts of the farm.

2. The way we work the farm and add value to its products should "make sense" in the context of our hoped-for contributions to the vitality of the region's agriculture and rural economy.

3. As much as possible, we will seek relationships with other neighborhood farmers in order to learn from them and to explore opportunities to work together. This might include machinery sharing, custom work, shared processing of milk or other products, and shared marketing.

4. The farm will be available for enterprises intended to earn income, for growing food and other products to be consumed in the community, and for enjoyment.

5. Those who are granted use of the common property for particular enterprises will be assured this use will have a security of tenure and not be arbitrarily rescinded.

6. All significant construction or repair of buildings will be subject to community discussion and decision in order to maximize community member involvement in the farm operations even if all community members are not involved in a day-to-day manner.

7. Use of the land and construction and repair of buildings also need to be consistent with community desires for an aesthetically pleasing environment.

Guidelines for Land and Building Use

1. We will manage the farm as a unified whole. Even though different members will use the land and buildings for distinct enterprises, we will always try to integrate these enterprises for mutual benefit.

2. We hope to share tools as much as possible, and we will arrange training in safety and maintenance as needed. Some tools will only be available for common use if the "borrower" is trained and agrees to follow procedures that are safe for both user and tool.

Guidelines for Investments and Financial Relationships
1. If all community members decide to participate in financing a capital improvement, like a farm shop or a farm retail space, those expenses will become common costs.

2. If only a subset of community members wish to invest and use a capital improvement, like a greenhouse or walk-in cooler, then such a facility would be financed by this subset of members although its construction would still need to be approved by the entire community. Community members might own shares in such a facility in proportion to their financial contribution. Such an arrangement, shares in an enterprise, might need to be open to more people investing over time.
3. The community might be recompensed for use of commonly owned assets in proportion to the "use value" of those assets. In other words, bottom land has a higher use value than hillside pasture, and sugar bush has a higher use value than the balance of the forest. Compensation could be in-kind or cash, and it could be off-set by investments made by those using assets (for example, investments in barn repair, soil fertility, pasture mowing, tree thinning).

4. All enterprises using common assets and intended to earn income for community members should have a business plan and prepare annual financial reports that may be monitored by the Land Use Committee and available to the CH Owners Committee.

5. Both cash investments and labor contributed to the "common good," (such as repair of buildings, mowing grass, planting and weeding common flower beds) could be paid from common funds or could be donated. Either way, this should be clear. If community members expect to be recompensed, their contributions should be agreed upon by the community membership before being made.

6. The entire community might choose to make investments in machinery or buildings even if such investments benefit only a few community members. Such investments might flow from our common desire that the farm contribute to the livelihood of community members and the vitality of the region.

7. Some community members may wish to make investments in the form of gifts to the community, like building a sauna or hottub, and such gifts will become the property of the entire community.

8. When community members sell their homes and leave the community, their shares in structures or enterprises owned by them may be sold to community members or gifted to the whole community. The community is not obligated to "buy out" investments from members leaving the community unless those investments have become common costs by consensual agreement.

Guidelines for Relationships Between Enterprises and Community

Enterprises such as the organic vegetable operation, the dairy, cheese-making, sugaring, and the art association each benefit the overall community and each benefit from using assets of the community. We will strive to develop, over the years, a mutuality of support between the enterprises and the community as a whole. The LUC suggests that this mutuality of support is difficult to calculate in dollars, particularly during these early years. If we were to calculate a quid pro quo in dollars, enterprises would get "credit" for many improvements in buildings, soil fertility, and other improvements. Many of these credits are difficult to distinguish between use value and value accrued to capital. Consequently, because each enterprise is investing heavily in building adaptation, equipment, and/or land fertility, cash payments for rent are not required for the first two years of our community. Lease arrangements with enterprises will be reviewed and potentially renegotiated in January, 2003. Enterprises are encouraged, meanwhile, to make in-kind contributions to community members--syrup, cheese, or produce, for example--to increase the goodwill and a sense of common ownership.

At the beginning of each year, enterprises shall make available annual financial reports to the LUC so that this quid pro quo can be discussed and periodically evaluated. These financial reports should include an accounting of capital investments, depreciation, income and operating expenses. No annual rent payments shall be required until capital improvements that increase the value of community assets.
have been absorbed by each enterprise. Enterprises shall pay the expenses of liability insurance and shall be responsible for maintaining those portions of the buildings, cropland, and pastures they use. The community shall pay for those maintenance expenses that protect the structural integrity and weatherproof skin of buildings.

**Guidelines for Decision-Making and Communication About Land and Buildings**

1. The Land Use Committee (LUC), subject to final decisions by CH Owners Committee, will have responsibility for developing an overall plan for use of the farm and forest, guided by lessons from the land, and annually adjusted to allow for changing needs. This emerging plan will be very fluid during the first few years as individual visions and needs evolve and as we learn from the land. The LUC invites full community participation in shaping our shared vision and common purposes for the farm and forest.

2. Individual, family and group garden space will be available to all community members, and the LUC will coordinate these needs on both bottom land and hillsides so that plantings are complimentary and consistent with our overall farm plan.

3. Similarly, landscape plantings and other improvements to the space around our homes will be at the discretion of homeowners, but should be consistent with an overall plan developed by the Landscape Committee. We seek to encourage both creativity and unity.

4. When members use the land and buildings for distinct, individual enterprises, we will try to integrate these uses for mutual benefit.

5. Many uses of land and buildings will be for non-commercial purposes. Some such uses require LUC discussion and some do not.

   a. Individuals may do what they want in areas where such activity will not interfere with the use, safety or aesthetic values of other members. This includes the areas around individual houses, the individual garden areas, and such activities as picking wildflowers selectively, gathering wild plants, grape vines, etc.

   b. Some individual projects will have a modest impact on the entire community and need to be reviewed by the Land Use Committee, such as planting bushes, small trees, perennials, using small saplings for individual arbors or art projects, etc. These activities should be reviewed by the Landscape Committee, the Forestry Committee or other appropriate community group.

   c. Large projects need community decisions, projects such as major renovations to farm buildings, new greenhouses, signs, a sauna, water projects, big plantings.

6. We anticipate issues of "rub" between enterprise needs and community needs. Some enterprises will have particular needs that require restriction of community use of barns, to protect sanitation or animals, for example, and the LUC will attempt to find solutions that meet everyone's needs in a mutually respectful manner. The LUC will attempt to identify and negotiate conflicts over all land and building use issues, including use, access, tool management, and safety. If conflicts are not resolved in the LUC process, the approved Conflict Resolution Process from the CRA will be employed.
Enterprise Questionnaire - Cobb Hill Cohousing

Name of Enterprise

Year(s) Covered by this Report

Names of investors *Indicate if there are classes of investors such as those who only provide capital and others who provide capital and labor, etc.*

Date enterprise started

Purpose of Enterprise *Short narrative on purpose and nature of enterprise. Include mission of enterprise, and feel free to add in personal objectives of investors*

Annual cycle of enterprise activities *What types of activities take place during which months, or times of the year?*

Estimated Capital Investment since inception

Estimated Annual Operating Costs *Include information on past years to extent possible*

Estimated Annual Revenues *Include information on past years to extent possible*

Legal / Tax/ Insurance Issues
Legal status (e.g., LLC, Partnership, Single Proprietorship, Under the Radar)
Are there tax benefits from the enterprise to investors
Are larger investments depreciated?
Does the enterprise have liability insurance?

Paid jobs created *Cobb Hill or outside, in FTE’s if relevant*

Return to labor *Do those who work on the enterprise receive compensation in either money or product? Is there a defined formula for calculating that return?*

Return to capital *Do those who invest in the enterprise receive compensation in either money or product? Is there a defined formula for calculating that return?*

Paid vs Unpaid Labor *What percentage of labor going into the enterprise is paid and what percent is unpaid?*

Hours of Labor *Estimated paid and unpaid hours of labor per year. Include information from past years to extent possible*

How can Cobb Hill residents, new or old, participate in this enterprise?

Community suppliers supported (e.g., Whites Dairy, lumber yard, mechanics, etc.)
Notable Events/ Successes/ Challenges in the period covered by this report (e.g., awards, media attention, productive crops, bad weather, disease, etc)

Goals for coming year

Community Resources Used (Note all that apply and indicate others as appropriate):
Land
Barn or building space
Water
Electricity
Heat
Soil nutrients
Waste to be disposed by community
Others

Products / Services Generated (List quantities generated for each product, to extent possible)

Markets (Identify the markets that products or services are provided to, for example farm stand, Cobb Hill members, local coops, distant markets)

Cobb Hill Benefits (List the benefits to Cobb Hill from the enterprise operation – example benefits are listed below):
Discounted products
Tax benefits
Soil improvement
Payment for electricity (fixed costs)
Education for CH residents
Public relations for CH
Benefits to other enterprises
Other

Greater Community / World Benefits (education, food quality, local economy)

Other issues or information that you would like to provide

Comments on the questionnaire format or questions?

Photos (If you have photos to accompany the report, please provide now or just indicate that you have them.)

Report written by:       Date submitted

Enterprise questionnaire 2009 update - jb

Land Use Proposals and Agreements – Champlain Valley Cohousing
Farm and Forest Committee, December 2008
FFC Vision:
Common Pastures is a residential farming village that utilizes sustainable farming and forestry practices in order to develop and maintain healthy and productive soils, pasture, and forestland. Our sustainable livelihoods generate wholesome products that nurture our families and neighbors.

FFC Mission:
To establish policy, provide leadership, and encourage residential participation in the stewardship of our agricultural fields, forests, wild lands, and waterways.
The purposes of this document are to:
- Provide a clear process for community review and oversight of common land use.
- Provide a resource to encourage residents to initiate farming and forestry projects.
- Identify opportunities to assist land users in sustainable farming and forestry practices.
- Coordinate common land use enterprises with other community activities and agreements.
- Promote sustainable land use through a secure land tenure agreement with CVC residents.

A. Process for New Proposal Review

B. Guidelines

C. Land Use Agreement Format
- Guiding Questions
- Annual Review and Consultation
- Conflict Resolution
- Transfer and Termination

D. Supporting Documents

Definition of key terms:
CP and CP HOA refer to Common Pastures Homeowners Association
Land Use, in the context of these guidelines, refers to use of land or structures outside residential footprint.
Enterprises are defined as a land-based activity which involves products for sale, such as vegetables, chickens, milk, cheese, etc., or any other uses of land or farm buildings that would benefit the community or individual members, such as firewood harvest, gardening, on-going recreational use, etc.

A. Process for New Proposal Review
1. A proposal for land use must be submitted to the Farm and Forest Circle (FFC) in writing using the format below.
2. The FFC will arrange a meeting for evaluation of the proposal. The proposal will be evaluated according to the Guidelines below, as well as the supporting documents listed below. Interested community members are encouraged to provide input to this meeting.
3. Additional meetings may be required, with other circles or individuals, to refine the proposal.
4. After the evaluation meeting(s), the FFC will arrange a second meeting for consent to the proposal. Once passed with no objections, the FFC Op Leader and/or a rep of CP HOA and the land user will sign the proposal. This document shall serve as an agreement and/or lease between CP HOA and the user of the land.
B. Guidelines
The following guidelines will be used as criteria to evaluate a new land use proposal:
1. All use of farm and forest land at CP HOA will consider the landscape holistically and support long-term community goals as stipulated in the FFC Vision and Mission. A new land use will support and complement the FFC Vision and Mission, the Forest Management Plan, all existing land use enterprises, the Declaration of Planned Community, and any other stakeholders outside of CP.
2. Residents of Common Pastures will have preference to use of land before nonresidents. FFC will accept and review all proposals but will give preference in a defined order of priority as follows: residents, non-resident owners and then non-residents.
3. A land use agreement shall be executed between the FFC and one person or household only so as to clearly spell out responsible party. This does not preclude entities of more than one household participating in a land use enterprise.
4. All farming and livestock production shall utilize guidelines similar to or surpassing the current standards of NOFA-VT for organic practices. Use of genetically modified plants, seeds, and other such inputs are strictly prohibited. All livestock shall be treated and raised in a humane way. Grazing procedures and forest management planning will be reviewed and agreed by FFC. Animals may be raised and processed for meat consumption. Land user shall inform FFC if he/she wishes to deviate from these standards and exceptions will require FFC approval.
5. All land users utilizing the land for profit are expected to participate in some sort of community supported agriculture program, or otherwise make reasonable efforts to sell their products first to residents of Common Pastures. Land users shall make residents aware of the availability of their crops.
6. Unless otherwise agreed by Common Pastures, cost of utilities, structures and equipment shall be responsibility of land user. Cost of enhancing existing utilities to suit user's needs shall be the responsibility of user. Design and placement of structures and improvements must be approved by the FFC (who may consult the CP Design Circle) and satisfy Vermont Land Trust restrictions.
7. Land in use shall be kept reasonably neat and orderly. Buildings incorporated in the use of land must be maintained in a state of good repair and will be discussed as part of the annual review of the land use agreement.
8. Land users shall minimize water usage and utilize water-saving measures (such as mulching and utilizing efficient irrigation systems) in all facets of operation. Community water may be used until such time that the farming places an unreasonable burden on it.
9. Any situation developed by the land user, which would require traffic entering Common Way on a regular basis, needs special approval from the CP Planning Circle.

C. Land Use Agreement Format
- Guiding Questions
  1. Name and date
  2. Describe location and area of enterprise or land use
  3. Provide a general description of land use activities and/or enterprise
  4. Include a rough map indicating all areas that would be affected including access routes. Include a site description and reasonably accurate measurements of the parameters of the whole area to be used. Indicate where structures would be placed.
5. Is the proposed use an enterprise intended to earn an income or raise products for the community? If so, please include a brief business plan, projecting 3 years: structure, operation/management, financial plan, market.

6. If your plans are for an income, will you offer products to residents in a Community Supported Agriculture (CSA) arrangement? Will you offer your products first to residents of CP?

6. Provide a budget summary of the proposed enterprise. Items to include are projected income or expenses for 3 years, contributions or resources required by the community, opportunities for investment.

7. Describe how the enterprise will address sustainability and integration with existing farm enterprises. Will your plans comply with all easements? Does the resource base allow for further use?

8. Will you be deviating from organic standards? If so, how?

9. What types of animals will you have?

10. Will you be employing anyone?

11. Will your plans have any overlap between common and individual areas? If so, describe the responsibilities regarding the overlap.

12. Will the enterprise require use or modification of existing structures or infrastructure? How will costs be covered? Describe plans for upkeep and maintenance of land and infrastructure.

13. Will you be erecting any permanent structures? If so, please provide detailed drawings and color choices.

14. Describe any potential hazards and how to avoid them. Consider noise, odors, aesthetic impacts or any other potential impacts. Describe liability insurance as required.

15. Describe how you will manage waste products (including construction phase.)

16. Will your endeavor bring customers or any other type of traffic into the community? Describe.

17. Include a plan for providing progress reports, monitoring, changes, and performance measures.

18. Include any other specific terms of agreement

19. Describe specific rights of use or access retained by CP HOA

20. Length of the proposed agreement.

- Annual Review and Consultation

1. Annually, the FFC will meet with each enterprise to revisit and discuss the proposal. This review will seek to find opportunities for the land use to better meet goals within the guidelines and principles, better meet the FFC VMAs and CP community goals, better to promote sustainability or integrate with other land uses, or otherwise be improved.

3. Upon review of performance, FFC may request modifications to terms or practices described within the agreement. Both parties will agree to any modifications.

2. Initial land use agreements shall not exceed 10 years in duration. At the five-year point of a ten-year agreement the land user may seek a five-year extension.

- Conflict Resolution

1. Conflicts within the community related to the use of the land, including any use of land that conflicts with community standards or is disruptive or undesirable, will first be considered within the FFC. The FFC shall work with the land user to resolve the issue.
2. Any event that adversely affects the community or the land may be cause to amend a land user’s agreement with the community.
3. FFC will have final authority in the case of a conflict, and may recommend enforcement actions to the Executive Circle.

- Transfer and Termination of Agreements
1. Transfer of the land use agreement shall be at the discretion of the FFC or CP HOA. If a resident decides to permanently leave Common Pastures, the land use agreement shall be reviewed.
2. Land users granted use of common property for an approved enterprise will be assured that use will have a security of tenure and may not be arbitrarily rescinded.
3. To recommend termination of a land use agreement, the FFC is required to identify a use that is inconsistent with the Guidelines stipulated in this document or in the original proposal as submitted to the FFC. The FFC will make a recommendation to the Managing Circle, who will have final authority to approve the termination of a land use agreement.
4. Upon termination of a land use agreement, CP shall have the right of first refusal of all property or equipment for sale. All improvements to the property shall be removed at no cost to Common Pastures, and without disturbance or harm to the land or infrastructure. Any remaining property or equipment of value shall become the property of the residents of Common Pastures.

D. Supporting Documents
- FFC VMAs
- Forest Management Plan
- Vermont Land Trust Easement and maps
- Stakeholder list
- Relevant land use easements and restrictions
- Existing land use enterprises

Land Use Agreement for Bloomfield Farm – Champlain Valley Cohousing - 2010
This is a land use agreement between the farmers who live within the community and the community itself, for the land they lease from the community for a CSA farm. While the document itself is not available herein, it may be requested from the community or the farmers.

   Land use Grant Holder: Bloomfield Farm LLC, Tanya Srolovitz and Matthew Burke
   Granter: Champlain Valley Cohousing, aka Common Pastures Home Owners' Association
   www.bloomfieldfarm.net

Livestock
Chicken (laying hens) Club – Pioneer Valley Cohousing - 2002

CHICKENS
1. Ownership & Responsibility: The investing adults will bear the costs and own the birds. If, for some reason, this experiment does not work, they will be responsible for finding new homes for the chickens. Should any birds need to be “put down”, these persons will take care of it.
The chickens are "layers" (females). The idea is to have the birds and get eggs. Since it is not possible to determine the sex of a chicken until it is mature, there may be times when a rooster appears as part of the flock. If the rooster bothers anyone, we will get rid of it.

The chicken tractor is a portable cage on wheels that can be moved around allowing the birds to peck a bugs in new locations and fertilize along the way. It has some built in shade, and the birds would be in it for several hours at a time, but not overnight. The chicken tractor will not be used in lawn areas.

Work on chickens will count as a hobby, not as Community Work. The work is done in a weekly rotation with 1 adult and at least one child "on duty" each week. The chickens will be fed and watered each day by the team on duty. (Automatic feeder and watering can will be checked each day). The team on duty will be responsible for getting the chickens inside the coop each night (safe from predators), letting them out to their yard each morning, and moving the chicken tractor about (when it is used). The coop will be cleaned when necessary by the chicken crew. Feed will be bought by the person on duty the week that it is needed.

Eggs will be collected by the team on duty, and distributed to the chicken work team members. Investors will get most of the eggs, kids who help on a regular basis can also earn eggs without investing. Egg distribution decisions will be made by the investing adults.

The chicken manure will be kept in a separate compost bin from the CH Kitchen compost, and be used in the garden when it is ready.

If the Community wants to "buy out" the investors at any time, we could do it as part of the regular budget process. This might allow more people to get eggs, including the CH, and may add the chickens to regular Community work.

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**Livestock (meat) – Pioneer Valley Cohousing - 2010**

**RAISING LIVESTOCK AT COHOUSING PROPOSAL – as approved 2010**

*What we want to do:*

We would like to raise three more pigs and up to 130 meat chickens on cohousing land.

*Why we want to do it:*

We have many reasons for wanting to do this. One is our awareness that the use of fossil fuels to transport meat is one of the problems with the American food supply, as is the inhumane conditions and slaughter techniques of factory farms and slaughter houses, through which nearly all commercially produced meat comes. We want to be closer to our food supply.

We also believe that giving children the opportunity to participate in the raising of the meat that they eat (or even being aware of it) gives them a clearer, deeper understanding of the world they live in. Participating in the work of raising animals also encourages responsibility.

We believe that we as a community could be doing something positive and measurable to improve the condition of the world and the sustainability of our own food supply by raising more of our own food than we do now. By having some of us learn the skills required (although we already have several knowledgeable members in this group) we are practicing what we preach and preparing for our collective future.

We believe that animals under our care will have much better lives than animals raised commercially; that they will be happier. They will be allowed much fuller expression of their real natures than animals...
who are confined to feed lots and small cages. We also believe that they will have a better death than animals slaughtered in huge mechanized slaughter houses.

We also believe that having animals on this land benefits the land itself, providing fertilizer and aerating the soil.

**WHAT WE PROPOSE:**
Here are the specifics of what we would like to do:

**Poultry: broiler chickens**
- **Lead Person:** _____________
- **Helpers:** ___________________________________
- **Total number:** up to 130. This number would supply everyone involved with the number of chickens they would want for the year—it is also possible that we may start with a smaller batch and learn from it before getting more. We would like to end the year with this many, if possible.
- **Duration on site:** Meat birds take 3 months to mature. We are considering the pros and cons of a single vs. multiple smaller batches.
- **Distribution:** members only at cost, one common meal at cost
- **Location:** in a chicken tractor, beginning on the south garden and then moving into the brushy field.
- **Methods:** movable chicken tractor(s), to be moved 1-2 times per day or chicken tractor and movable fenced in yard, to be moved weekly or biweekly, depending on the condition and size of the yard (which will depend on the number of chickens).

**Pigs**
- **Lead Person:** ______________
- **Helpers:** _________________________
- **Total number:** 3
- **Duration on site:** Late Spring - August
- **Distribution:** members first choice at cost, others at cost+ , one common meal at cost
- **Location:** in sumac area behind gardens, same as last year
- **Methods:** move fence regularly (more often than last year) to allow pigs to root, and to reduce odor.
- **What we’ve learned:**
  - Pigs should be vaccinated before they come.
  - Pigs should all stay together until the end. They do not like to be separated.
  - Need good shelter from cold in early Spring (hay and wind screen)
  - Some folks were bothered by smell, so we will move their pen more often than last year.

In keeping with the recently crafted proposal for the private use of community land, we agree to observe the concerns in this policy as follows:

- We will reimburse costs associated with the use of common resources, e.g., water and electricity, such that there will be no significant financial cost to the community. The project will not interfere with the use of other currently utilized common space, e.g., finding a place for feed storage that does not interfere with the use of the common house basement.
- We will demonstrate the best farming practices around disease control, e.g., separating animal waste from vegetable gardens, properly composing manure, using safe handling of animals to avoid contamination, in order to minimize the health risks for animals and people.
• We agree that The Community has the right to reclaim any land being used by us for raising livestock. We will not be proposing to build any permanent structures this year, and will go through proper community channels should we decide that we want to.
• We will invite other members of the community to join us whenever possible, and will maintain a waiting list of people who want to when it is not possible. We will inform the community whenever there is meat to buy.
• We will keep the community informed on the process and progress of this project.
• We will solicit feedback from the community at the end of this season and any subsequent seasons, and welcome feedback at any time during the project. We will try to take into account all feedback as we evaluate whether or not to continue to raise livestock in future years. We will announce plans for future seasons to the entire community each spring. We understand that the community may collectively decide to reverse their support of this small group endeavor and/or reclaim the land each spring, but absent any community action, it is understood that this particular proposal will continue indefinitely while making adjustments to accommodate feedback.
Health Care Policy
WindSong has no formal budget to provide individual health care.

Individual residents may receive care based upon the personal relationships formed here. This is clearly by individual choice, not by community decision.

Ad hoc care teams are formed at times. Individuals have offered emotional support, provided meals/soups, arranged child care, etc.

It is usually beyond the abilities of individuals here to provide any medical care, beyond basic “First Aid”. Therefore, individuals who are at risk of needing more urgent medical care, must expect to make those arrangements themselves or with their family.

The Health Care Team shall include individuals whose intention it is to facilitate the communication to have care happen. In other words, team coordinators of ad hoc teams shall be identified to handle communication – but NOT to do all the tasks.

We have found it very important that people, who are offering care, must also identify and communicate their boundaries that may change over time. It has been our experience in the past, and this is apparently typical, that individuals can get burned out fairly quickly. In other words, more intensive care may happen for a short time, and then lessening over time. Direct, honest communication is important to avoid overwhelm, guilt, and resentment building.

It is best if the one who is receiving care recognizes that the amount of volunteer care that they receive may change or diminish over time. Other paid resources may be required at their own cost.
Hiring

Hiring Policy - WindSong 2004

Proposal re Conflict of Interest Guidelines

Question: How can we appropriately balance the benefits of using products and services from WindSong members, while minimizing possible problems?

Background: During the development stage and at previous times as a Strata, WindSong has successfully bought products and services from members numerous times. Also, we have experienced once when a contract did not work well and the problem became more difficult to deal with because a community member was contracted. There can be a perceived unfairness when other people are putting in a great deal of volunteer time and they are not getting paid. However, there can be many advantages to allowing purchasing from within the group, (saving money, saving time, supporting residents, residents better positioned to address and handle a situation, etc.).

Criteria:

- Honour volunteers and encourage that most contributions are voluntary, whenever possible.
- Allows us to get the benefit of resident products or services from time to time.
- Ensures that communication remains open and accessible in order to address any concerns quickly and openly.
- Ensure that expectations are set appropriately and professional standards are met.
- Does not get overused so that many people to expect to get money compensation.

Proposal: WindSong shall adapt the following policies when considering hiring or buying within the group:

1) It shall be first determined if there is any volunteer who is willing and has sufficient time and skills to provide the service. The volunteer option shall be first encouraged, unless it is determined that the available volunteers cannot adequately do the work or meet the schedule.

2) It shall be confirmed whether the product or service is important and urgent enough that it warrants paying for it.

3) It shall be confirmed whether the product or service provided by a member is competitively priced. If necessary, competitive quote shall be obtained.

4) The purchase shall be handled as professionally (or more professionally) as if hiring from outside. For example, if you would normally “get it in writing” when buying this item, then it is more important to “get it in writing” if hiring from within. The appropriate terms & conditions, standards of work, and schedule expectations should be well understood and agreed up front.

5) No labour shall be paid in advance of the work done.

6) An appropriate contact person (or team) shall be delegated, who represents WindSong in monitoring the work.

7) Communications and agreements shall remain open and available to all WindSong members (though concerns may often need to go through the contact person in order to make instructions consistent).
Laundry

Laundry Products – Columbia Ecovillage 2009

Only unscented laundry products will be used at Columbia Ecovillage. This includes laundry sheets, detergents, and fabric softeners.

In order to allow community members to use up previously purchased products, scented laundry products will be allowed in the washing machine in the farm house until June 1st, 2009.

No scented dryer sheets will be allowed anywhere.

After June 1st, only unscented products will be allowed in any washer or dryer on the property.
Legal / Deeds / Etc.
Home ownership, transfers, development fees, etc. - Pioneer Valley 1998

Legal
1 The Finance Committee is responsible for legal matters concerning the community. (By budget approval)
2 Robin Luberoff is retained as the community’s lawyer without compensation.

Houses - General
DEFINITION OF UNIT (Master Deed)
UNITS
1 The boundaries of units consist of the outside face of the exterior framing members, and, as to basement areas, the interior face of concrete walls. The units shall also include all windows and any porches or decks attached thereto, even if outside the boundaries described in Master Deed.
2 Any office building unit shall be owned and used for business purposes by an owner or owners of a residential unit in the condominium.
UNIT SITES (By-laws)
1 All areas surrounding the units shall be kept well-cared for and free from storage of items not in immediate use.
2 Installation of fences, antennas, satellite dishes, pools, hot tubs, trees, buildings, or other exterior changes of any sort to the units shall be permitted only upon application to and approval of the Buildings and Grounds Committee or its equivalent committee. [Design Review Committee]
3 All garbage shall be stored in designated areas.
4 Each unit owner is responsible for the maintenance and repair of decks and porches.

Houses - Additions
1. Context: The Ad Hoc Facilitators “think tank” on additions agreed that we may have gone as far as it is useful to go in the discussions of what have been called principles, values, and/or guidelines related to additions. In some Quaker meetings, when agreement is not reached on a particular issue they write a “process minute.” The process minute essentially records the “state of the art” of the discussion. We feel we have reached that point with additions – that whatever limited good may come from more discussion does not justify more community time. We are aware that some will be disappointed to let this issue rest without reaching agreement on principles, values, and/or guidelines related to additions. On the other hand there are many that feel a case-by-case approach to each proposed addition best serves the community. We do not foresee the community coming to agreement on this issue. So let us leave it here for now while acknowledging that the issue remains unresolved. What we can say is that we have explored deeply a range of concerns and values and listened well to each other. We have been successful in increasing our understanding of each other, and the meaningful discussions we have had will deepen the design review process on additions for a long time to come.
2. Additions to Units “Process minute”
Our community is organized legally as a condominium, and so the community owns the land, and therefore has an interest in any proposed “taking” of the land. The community owns the outside shell of all units, and therefore has an interest in any “breaking” of that shell, whether it is windows or full-scale additions.

The Design Review Committee considers additions on a case-by-case basis, with final approval by the community at a General Meeting or through the Decision Board process. Abutters and other community members may have specific concerns about the direct personal impact of any proposed addition (for example, view corridors). Any member considering an addition to their unit should also be aware that many members hold values that may need to be addressed before final approval is given for any particular addition.

The community has discussed but not reached consensus on principles and guidelines relative to additions. We note here some of the values and principles held by many in the community so that anyone considering additions is not surprised by community reactions to their proposals.

• A built environment which encourages connection and community
• Providing affordable living space
• Living lightly on the land
• Allowing individuals or families to meet their space needs as they change
• The gradual improvement of the built aesthetic over time
• Providing an improved built environment for those experiencing temporary or permanent physical impairment
• Preserving unbuilt space
• Living in peace, quiet and safety.

In closing we note that we view concerns or objections raised in response to project proposals as beginnings of dialogues and not as vetoes.

House Transfers - Pioneer Valley 1998

House Transfers

No unit owner shall sell their unit or otherwise transfer ownership without first offering same to the association for purchase at its transfer value, as detailed in the restrictive covenants in each individual deed. (Master Deed)

INTERNAL TRANSFERS

1. If anyone moves out of the community and their house becomes available for sale, then that house will be offered first to any member of the community (1/20/96, amended 3/8/98)

2. Individuals who are part of a family unit, and who reside within the community for a minimum of two consecutive years, are considered a member for purposes of internal sales. The primary family unit must have a member who currently owns a house. You do not have to give up a house. “Family” is limited to children, parents and domestic partners. The community reserves the right to bring special circumstances to the community when a house is available. The Membership Committee will develop procedures and time line for notification of all concerned parties. (3/8/98)

RESALE VALUE

1. The maximum resale value of units (except those designated as “affordable” units) is very close to the appraisal value. (Specific amount determined by individual unit deed)
2. As one way to try and maintain affordability, the maximum resale value of houses that were sold as “affordable” units will be:
   a) $8,000 less than appraisal for those that were originally priced at $81,000
   b) $6,500 less than appraisal for those that were originally priced in the low $70,000’s
   (10/19/96)

3. Units designated as “affordable” units must first be offered to households who have an income of no greater that 80% of medial gross annual income for the Town of Amherst. (More specifics in individual unit deeds)

4. House sellers will pay any attorney fees for the community as well as their own when they sell a house.

Waiting List

HOW TO GET ON THE WAITING LIST (Approved 11/17/95, with authority to Membership Committee to rearrange the order of steps as they see fit.) Here are the steps you must complete in order to be put on the waiting list (the first four steps do not need to be sequential).

ORIENTATION
Meet with a member of the Membership Committee to ask your questions and to go over the basic agreements and dynamics of the community.

GET TO KNOW YOU MEETING
Announce at the opening circle of a dinner at the Common House (but not your first dinner) that you will be available for a “Get to Know You Meeting” after dinner. This meeting is informal, may be attended by one to five or more people, and may last from 15 to 45 minutes. The purpose is for community people to get to know you.

ATTEND AT LEAST ONE ENTIRE GENERAL MEETING
Attending a meeting is a good way to get to know how we work together. And since we make decisions by consensus, it is important to us that you understand what that means and feels like. At this meeting you should formally announce your intent to get on the waiting list.

PROVIDE FINANCIAL INFORMATION
You don’t have to know for certain that you can afford to buy a house here in order to get on the waiting list. We ask you to fill out a form and talk with a community member. We want to make sure you understand the basic finances of buying into our community. And, since a waiting list is important to us, we like to have a sense of who is likely to be able to afford to buy which houses.

TALK WITH COMMUNITY SUPPORT COMMITTEE
Community Support Committee will talk with you about our consensus decision making process, Other Meetings, and other aspects of the running of the community not covered by the Membership Committee.

ACCEPTANCE INTO THE WAITING LIST
Post a written request for acceptance into the waiting list on the agenda (on the bulletin board) for a General Meeting after you have completed the above steps. If any community member has concerns about your potential membership they are supposed to talk directly with you, and/or talk with the Membership Committee. They are supposed to try to work out with you any concerns before the General Meeting. Acceptance is formally noted at the General Meeting, and your name is added to the waiting list.

PAY APPROPRIATE FEE
To keep current on the waiting list we ask you to pay a $20 annual fee (payable to Cherry Hill Condominium Association) to cover costs such as copying and mailing and to fill out a new financial form.
each year. That way we know that you are actively interested, and you get several mailings a year that may include our calendar, updates on changes in the waiting list and changes in membership policies, and any other information that may be of interest.

WAITING LIST POLICY (6/28/97)
People who are applying to be on the Waiting List should send a dated letter stating their wishes before they come to announce their intentions at a General Meeting. They can stay then for the meeting. People who are applying to be on the Waiting List may come to announce their intentions at the beginning of a Community Dialogue but may not stay for the Community Dialogue. People who are on the Waiting List are welcome to come to a Community Dialogue after they have been to a General Meeting.

If two applicants attend the same General or Community Dialogue to declare that they have gone through all the steps to qualify to be on the Waiting List the one with the earlier dated letter of intent (see 14.2.1) will take precedence on the Waiting List.

ByLaws - Quayside Village

STRATA PLAN LMS 3272 BYLAWS
Division 1 Duties of Owners, Tenants, Occupants and Visitors

1. Payment of strata fees
An owner must pay strata fees on or before the first day of the month to which the strata fees relate. Interest will accrue on late payment of strata fees at the rate of 10 percent per annum compounded annually.

2. Repair and maintenance of property by owner
• An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
• An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
• An owner must participate in the management and maintenance of the common property according to the rules and regulations established by the council from time to time.

3. Use of property
An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
• causes a nuisance or hazard to another person;
• causes unreasonable noise;
• unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
• is illegal; or
• is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
4. Inform strata corporation:
   • Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
   • On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

5. Obtain approval before altering a strata lot.
   An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
   • the structure of a building;
   • the exterior of a building;
   • chimneys, stairs, balconies or other things attached to the exterior of a building;
   • doors, windows or skylights on the exterior of a building, or that front on the common property;
   • fences, railings or similar structures that enclose a patio, balcony or yard;
   • common property located within the boundaries of a strata lot;
   • those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
   The strata corporation must not unreasonably withhold its approval under subsection one (1) but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
   *This section does not apply to a strata lot in a bare land strata plan.

6. Obtain approval before altering common property
   • An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
   • The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

7. Permit entry to strata lot
   An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:
   • in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
   • at a reasonable time, on 48 hours' written notice: i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act; or ii) to ensure compliance with the Act and the bylaws.
   The written notice referred to above must include the date and approximate time of entry, and the reason for entry.

Division 2 -- Powers and Duties of Strata Corporation

8. Repair and maintenance of property by strata corporation
   The strata corporation must repair and maintain all of the following:
   • common assets of the strata corporation;
• common property that has not been designated as limited common property;
• limited common property, but the duty to repair and maintain it is restricted to:
• repair and maintenance that in the ordinary course of events occurs less often than once a year; and
• the following, no matter how often the repair or maintenance ordinarily occurs:
  - structure of a building;
  - the exterior of a building;
  - chimneys, stairs, balconies and other things attached to the exterior of a building;
  - doors, windows or skylights on the exterior of a building or that front on the common property;
  - fences, railings and similar structures that enclose patios, balconies and yards;

a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
  - the structure of a building;
  - the exterior of a building;
  - chimneys, stairs, balconies and other things attached to the exterior of a building;
  - doors, windows or skylights on the exterior of a building or that front on the common property;
  - fences, railings and similar structures that enclose patios, balconies and yards.

Structures and items added to decks/balconies, on top of duck boards, are the responsibility of the owner as is their removal for renovation or repair.

Division 3 -- Council
9. Council membership [replaces original standard council size with Council membership]
   All residents shall be members of council. Each strata lot shall be represented by one occupant and each lot has one vote.

10. Council members' terms
   Terms of council commence at each Annual General Meeting and continue to the next Annual General Meeting.

11. Removing council member
   No owner or occupier may stand for council or continue to be on council if the strata corporation is entitled to register a lien against that owner’s or occupier’s strata lot under the Strata Property Act.

12. Replacing council member
   Deleted

13. Signing Officers
   • At the Annual General Meeting, four signing officers will be elected.
   • At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among the signing officers, a president, a vice president, a secretary and a treasurer.
• A person may hold more than one office at a time, other than the offices of president and vice president.
• The vice president has the powers and duties of the president:
  - while the president is absent or is unwilling or unable to act; or
  - for the remainder of the president's term if the president ceases to hold office.

If a signing officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

14. Calling council meetings
Any council member may call a council meeting by giving the other council members at least seven (7) days notice of the meeting, specifying the reason for calling the meeting.
• The notice does not have to be in writing.
• A council meeting may be held on less than seven (7) days notice if:
  - all council members consent in advance of the meeting; or
  - the meeting is required to deal with an emergency situation, and all council members either:
    -- consent in advance of the meeting; or
    -- are unavailable to provide consent after reasonable attempts to contact them.

The council must inform owners about a council meeting as soon as possible after the meeting has been called.

15. Requisition of council hearing
• By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
• If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
• If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

16. Quorum of council
• A quorum for council meetings is 7 eligible voters.
• Council members must be present in person at the council meeting to be counted in establishing quorum.

17. Council meetings
• At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
• If a council meeting is held by electronic means, council members are deemed to be present in person.

18. Voting at council meetings
• Consensus is defined as unanimous agreement of council members present at a scheduled council meeting. Consensus is considered to be reached where there are no votes in opposition to the matter or the motion, and at least 50% of the voters have voted in favour of the resolution.
• At council meetings, decisions are made by a consensus process. If consensus cannot be reached after voting at three scheduled meetings, the decision will be put to a ¾ vote.
• At the first meeting, should council fail to reach consensus on a decision, the decision will be deferred to the next council meeting where that decision will be submitted again to the consensus process.
• At the second meeting, if consensus is not reached, the matter shall again be tabled until the next council meeting.
• At the third meeting if a consensus still has not been reached on the matter, the matter will be put to a ¾ vote.

19. Council to inform owners of minutes
The council must inform residents of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

20. Delegation of council’s powers and duties
Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
• The council may delegate its spending powers or duties, but only by a resolution that:
  -delegates the authority to make an expenditure of a specific amount for a specific purpose; or
  -delegates the general authority to make expenditures in accordance with subsection (3).
• A delegation of a general authority to make expenditures must:
  -set a maximum amount that may be spent; and
  -indicate the purposes for which, or the conditions under which, the money may be spent.
• The council may not delegate its powers to determine, based on the facts of a particular case:
  -whether a person has contravened a bylaw or rule;
  -whether a person should be fined, and the amount of the fine; or
  -whether a person should be denied access to a recreational facility.
• The following committees are created for the purpose of executing the roles and duties of the strata corporation:
  -Administration/Finance
  -Community Living
  -Maintenance
• Other committees may be formed by council as is necessary for special events and special projects. The committees are delegated the authority of expense, maintenance and repairs as set out in the annual budget. Emergencies and insurance claims must be co-ordinated by the Maintenance and/or Administration/Finance committees.

21. pending restrictions
• A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
• Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

2. Limitation on liability of council member

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• A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
• Subsection above does not affect a council member’s liability, as an owner, for a judgment against the strata corporation.

Division 4 -- Enforcement of Bylaws and Rules
23. Maximum fine
The strata corporation may fine an owner or tenant a maximum of:
• $200 for each contravention of a bylaw; and
• $50 for each contravention of a rule.

24. Continuing contravention
If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 -- Annual and Special General Meetings
25. Person to chair meeting
A chair of Annual and Special General Meetings must be elected by eligible voters present in person or by proxy.

26. Participation by other than eligible voters
• Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
• Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
• Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Articles of Incorporation - Twin Oaks 1996

Articles of Incorporation

ARTICLE I
The name of the Corporation is TWIN OAKS COMMUNITY, INCORPORATED.

ARTICLE II
In order that the residents of Twin Oaks may achieve and preserve a clearer perception of community and realize a more pure and unfettered unity of spirit, the Corporation is organized for the following apostolic and communal purposes: the Corporation shall form and become a self-contained intentional community, having a common treasury and providing for its members and for persons who wish to become members an environment in which they may live in harmony with nature and their fellow humans, a community designed and maintained according to principles of harmony and love. In furtherance of these purposes the community shall endeavor to: eliminate hierarchical relationships between people; promote the practice of non-violence in personal, interpersonal, and political relationships; respect and preserve the natural environment for the use of all species, now and in the
future; eliminate classism, racism, ageism, patriarchy, and other forms of oppression, both within and outside of the community; practice community of property, with all those in the community sharing what they are, have, and can produce with one another.

The Corporation shall not conduct or carry on any activities not permitted to be carried on by an organization exempt under Section 501(d) of the Internal Revenue Code and its Regulations as now in force or as hereafter amended.

The Corporation shall have no capital stock and shall have two classes of members, designated as full and provisional. Individuals shall be admitted to provisional membership upon application made to and approval by the Board of Directors upon determination by it, in accordance with such procedures [adopted by it for such purpose] as are set forth in the bylaws, that the applicant is acceptable and desirable to the purposes of the Corporation. Provisional members may become full members after a six-month provisional membership period, by admission to full membership by the Board of Directors in accordance with such procedures as are [adopted by it for such purpose] set forth in the bylaws.

**Fees - Trillium Hollow 2008**

**Collections Policy**

FIRST REVISED COLLECTION POLICY OF THE TRILLIUM HOLLOW COHOUSING NEIGHBORHOOD HOMEOWNER’S ASSOCIATION

Adopted by the Board of Directors (“Board”) of Trillium Hollow Cohousing Neighborhood Homeowner’s Association (the “Association”) on March 7, 2004 and Amended June 6, 2004 by Consensus at a Community Meeting and again amended April 6, 2008 by Consensus at a Community Meeting

The Board recognizes that each member of the Association has the opportunity to participate in meetings at which financial decisions are made that affect the entire Trillium Hollow community. Each member of the Association also has the responsibility to remain current in his or her financial obligations to the Association.

On or about February, 2003, the Board adopted a Collections Policy (the “Original Policy”) to provide a clear policy statement of the Association concerning any member of the Association who becomes delinquent in his/her financial obligations to the Association. After having the Original Policy in place for one (1) year, the Board has recognized that certain revisions to the Original Policy are necessary.

The Board has determined to adopt a revised Collections Policy that will include further clarification of the rights and obligations of the Association and its members concerning the collection of delinquent financial obligations and the authorization of the Board to pass Resolutions that address special community-wide circumstances that arise from time to time (such as reconstruction). Such Resolutions may also address any specific exceptions or additions to the Collections Policy as the Board deems necessary and any particular circumstance facing the entire community (whether pertaining to a special assessment for reconstruction, another like-special assessment in the future or other Association financial matters). Such Board Resolutions may also address reimbursement of Association members following recovery of money from insurance companies or other third parties on behalf of the Trillium Hollow community as a whole.

Cohousing Resources – Useful Documents, Page 116 of 189
In consideration of the foregoing, it is hereby RESOLVED that the following be adopted as the First Revised Collections Policy (the “Collection Policy”) for the Association. The Collections Policy shall replace the Original Policy and be effective as of March 7, 2004.

I. DUE DATE AND INTEREST PAYMENTS

1.1 Pursuant to the provisions of the Declaration and the Bylaws of the Association, each owner of a unit in the Association (a “Unit Owner”) is required to pay monthly Association dues on the first (1st) day of each month. If a Unit Owner fails to pay his/her monthly Association dues on or before the sixteenth (16th) day of any month, the amount of dues then due shall incur a late fee of ten dollars ($10.00) per month. When the outstanding dues payable exceed one thousand dollars ($1,000.00), the amount shall then bear interest at a rate of eighteen percent (18%) per annum, commencing on the sixteenth (16th) day of the month such amount was due and continuing thereafter until paid in full.

1.2 Any special assessment or other like-charge authorized by the Board shall be due at the time specified by the Board. The Board shall provide each Unit Owner with no less than fourteen (14) calendar days’ prior notice before any special assessment or other like-charge shall be due. Unless the Board has passed a Resolution specifically to the contrary, any special assessment or other like-charge which remains unpaid after the fifteenth (15th) day after the due date for such special assessment, shall bear interest at the rate of eighteen percent (18%) per annum, commencing on the sixteenth (16th) day after the due date for such special assessment or other like-charge.

II. FIRST NOTICE

2.1 The Board shall deliver a First Notice to the Unit Owner who has failed to pay Association dues, special assessment or other like-charge within thirty (30) days of the due date thereof by mailing such First Notice to the Unit Owner’s last known address. The First Notice shall include the following information and otherwise be substantially as set forth in Attachment 1 to this Collections Policy:

2.1.1 A reminder that the dues, special assessment or other like-charges are more than thirty (30) days in arrears and are immediately due and payable;

2.1.2 An itemization of the amount owed (including any interest and other ancillary amounts that are due);

2.1.3 A reference to the applicable portions of this Collections Policy;

2.1.4 A demand for immediate payment of all sums then due; and

2.1.5 A reminder that if the Unit Owner is unable to pay the full amount due, he/she can contact a member of the Board to attempt to work out a payment schedule reasonably acceptable to the Board.

2.2 Within fifteen (15) days of mailing of the First Notice by the Board, the delinquent Unit Owner shall either (i) remit to the Association payment in full of all amounts owing to the Association, including all interest and other charges; or (ii) provide a written proposal to the Board setting forth an alternative arrangement for payment of all amounts then due.
2.3 Upon receipt of such written proposal, the Board shall meet and confer and shall either notify the delinquent Unit Owner that such Unit Owner’s proposal is acceptable to the Board or that such Unit Owner’s proposal is unacceptable. If the Board notifies the delinquent Unit Owner that its proposal is unacceptable, the Board shall make a counter proposal that is acceptable to the Board within fifteen (15) days of receipt of the Unit Owner’s proposal.

2.4 The delinquent Unit Owner shall have ten (10) days after receipt of the Board’s counter proposal to either (i) pay the amount due in full; (ii) notify the Board that such Unit Owner accepts such counter proposal; or (iii) to request further modifications to the Board’s counter proposal. Upon receipt of such response by the Board, the Board may determine, in its sole and absolute discretion, whether to (a) accept the further modification of its proposal; (b) continue a dialogue with the Unit Owner to resolve any remaining differences; or (c) to require immediate payment.

2.5 In the event a delinquent Unit Owner makes a proposal to the Board for paying the amount due, upon request by such Unit Owner, the Board will provide any and all information available about any funding sources of which the Board is aware.

III. SECOND NOTICE

3.1 If any Unit Owner fails to pay any Association dues, special assessment or other like-charge within seventy (70) days of the due date thereof, and the delinquent Unit Owner has not reached a repayment agreement with the Board (and commenced payments in accordance with such agreement), the Board shall send a Second Notice to such delinquent Unit Owner, which Second Notice shall include the following information and otherwise be substantially as set forth in Attachment 2 to this Collection Policy:

3.1.1 A reminder that the dues, special assessment or other like-charge is more than seventy (70) days in arrears and is immediately due and payable;

3.1.2 An itemization of the amount owed (including any interest and other ancillary amounts that are due);

3.1.3 A reference to the applicable portions of this Collections Policy;

3.1.4 A demand for immediate payment of all sums then due;

3.1.5 A reminder that if the Unit Owner is unable to pay the full amount due, he/she can contact a member of the Board to attempt to work out a payment schedule reasonably acceptable to the Board;

3.1.6 A clear statement that the delinquent Unit Owner has fifteen (15) days from the date of the Second Notice to either (i) remit to the Association payment in full of the past due amounts owing to the Association or (ii) provide a written proposal to the Board setting forth an alternative arrangement for payment of all amounts then due in accordance with the procedures set forth in Paragraphs 2.3, 2.4 and 2.5 above; and

3.1.6 In the event a delinquent Unit Owner has failed to either pay all sums then due to the Association in full or reach an alternative payment arrangement with the Board, the Board shall turn the matter
over to the Association attorney or other collections professional for all legal action necessary to compel payment by the delinquent Unit Owner.

3.2 The Board shall notify the members of the Association at the next Association meeting after the date of the Second Notice that the delinquent Unit Owner has received the Second Notice and that the collection of all past due amounts will be turned over to the Association attorney or other collections professional for legal action if no payment is made or the Unit Owner fails to enter into an alternative arrangement for payment with the Board within fifteen (15) days from the date of the Second Notice.

IV. COLLECTION OF PAST DUE AMOUNTS BY THE ASSOCIATION ATTORNEY OR OTHER COLLECTIONS PROFESSIONAL

4.1 If a Unit Owner fails to pay all amounts due or to make appropriate alternative arrangements with the Board (and promptly start making payments of such delinquent amounts), the Board will authorize the Association attorney or other collections professional to take all legal action necessary to compel payment unless the Board, in its reasonable discretion, determines that such collection action is not in the best interests of the Association. In the event the Board makes such a determination, the Board shall enter in the Association records a Resolution describing, in reasonable detail, the reasons for making that determination.

4.2 In the event the Board determines to retain the services of the Association attorney or other collections professional to collect any delinquent amount, all costs of collection, including all collection and attorney’s fees will be charged to the delinquent Unit Owner including the cost of any lien previously recorded by the Board against such delinquent Unit Owner’s unit.

V. MISCELLANEOUS

5.1 Notwithstanding anything to the contrary contained in this Collections Policy, in the event any Unit Owner is delinquent in its obligation to pay Association dues, special assessments or any other like-charge in an amount of One Thousand Dollars ($1,000) or more, the Board may, with or without notice to the Unit Owner, record a lien against such delinquent Unit Owner’s unit as permitted by ORS Section 100.450 and such delinquent Unit Owner shall be liable for any and all costs incurred by the Association or its agent in preparing and recording such lien, including all recording fees, attorney’s fees and other costs.

5.2 The Board may, in its discretion, take any action necessary to cause the temporary or permanent release of any lien so long as the Board reasonably determines that such action is in the best interest of the Association.

5.3 In the event any Unit Owner elects to lease or grant occupancy rights in any unit within the Association (each, a “Lease”) to any third-party who is not a Unit Owner, the Lease shall be subject to the review and approval by the Board. Each Unit Owner executing a Lease shall cause the following provision (the “Joint Responsibility Provision”) to be included in the Lease and the Joint Responsibility Provision shall be set out in capital letters:

“NOTICE: THE PREMISES TO BE OCCUPIED PURSUANT TO THIS AGREEMENT ARE WITHIN THE TRILLIUM HOLLOW COHOUSING NEIGHBORHOOD HOMEOWNER’S ASSOCIATION (THE “ASSOCIATION”) AND EACH OWNER OF A UNIT WITHIN THE ASSOCIATION IS REQUIRED TO PAY MONTHLY ASSOCIATION DUES,
SPECIAL ASSESSMENTS AND OTHER LIKE-CHARGES WHICH MAY COME DUE DURING THE TERM OF THIS AGREEMENT. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS OCCUPANCY AGREEMENT, THE PARTY OR PARTIES OCCUPYING THE PREMISES (THE “OCCUPANT”) AND THE UNIT OWNER SHALL BE JOINTLY AND SEVERALLY LIABLE TO THE ASSOCIATION FOR PAYMENT OF SUCH ASSOCIATION DUES, SPECIAL ASSESSMENTS AND OTHER LIKE-CHARGES, AND THE ASSOCIATION MAY MAKE DEMAND UPON EACH PARTY FOR PAYMENT OF ANY OF SUCH AMOUNTS THAT ARE MORE THAN THIRTY (30) DAYS PAST DUE. IN THE EVENT THE ASSOCIATION MAKES SUCH DEMAND UPON THE OCCUPANT, THE OCCUPANT SHALL PAY THE AMOUNTS DEMANDED AND THE PARTIES TO THIS LEASE AGREE THAT THE OCCUPANT MAY OFFSET THE AMOUNT PAID TO THE ASSOCIATION AGAINST ALL RENT OR OTHER OCCUPANCY CHARGES COMING DUE THEREAFTER UNTIL THE SUM PAID TO THE ASSOCIATION HAS BEEN FULLY REIMBURSED TO THE OCCUPANT. THE UNIT OWNER HEREBY WAIVES ANY CLAIM OR DEMAND AGAINST THE OCCUPANT AS CONCERNS ANY AMOUNT PAID TO THE ASSOCIATION AFTER RECEIPT OF DEMAND AND AGREES THAT THE AMOUNT OF RENT OR OTHER OCCUPANCY CHARGES COMING DUE THEREAFTER SHALL BE DEEMED TO HAVE BEEN REDUCED BY AN AMOUNT EQUAL TO THE AMOUNT PAID TO THE ASSOCIATION BY OCCUPANT. OCCUPANT AND UNIT OWNER HEREBY RELEASE THE ASSOCIATION FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, DAMAGES, CLAIMS OR LIABILITY ARISING OUT OF THE PROVISIONS OF THIS JOINT RESPONSIBILITY PROVISION AND ACKNOWLEDGE THAT EACH HAS CAREFULLY REVIEWED AND UNDERSTOOD THE JOINT RESPONSIBILITY PROVISION, INCLUDING THE ENFORCEMENT THEREOF. NOT WITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, THE OCCUPANT WILL NOT BE LIABLE FOR AMOUNTS DUE TO THE ASSOCIATION GREATER THAN THAT DUE TO THE UNIT OWNER UNDER THE OCCUPANCY AGREEMENT.

Unit Owner Occupant

Within five (5) days of the execution of any Lease, the Unit Owner shall deliver a copy thereof to the Board for the sole purpose of assuring that the Joint Responsibility Provision has been included in the Lease. The Board shall, within five (5) days of any receipt of a Lease either approve or disapprove of the Lease. If the Board disapproves of the Lease, the Board shall specify the reasons for such disapproval, and the Unit Owner shall cause the Lease to be modified as required by the Board. If the Board fails to either approve or disapprove the Lease within said five (5)-day period, the Lease shall be deemed approved.

Notwithstanding the failure by any Unit Owner to include the foregoing provision in any Lease for any unit within the Association, the foregoing provision shall be deemed to be included as part of any Lease between a Unit Owner and any Occupant as if set forth in full in such Lease.

Date (First Notice)

XXXXXX
XXXXXX
Portland OR 97XXX

With a copy to:
Treasurer
Trillium Hollow Cohousing Neighborhood
9601 NW Leahy Road, #400  
Portland OR 97229

Re: Notice of Delinquency

Dear XXXXX:

On behalf of the Trillium Hollow Board of Directors (the “Board”), I am writing to notify you that you are delinquent in the payment of dues and duly authorized by the Trillium Hollow Cohousing Neighborhood Association (the “Association”).

As you know, monthly Association dues are due the first day of each month. As of XXX, you are indebted to the Association in the following specific amounts:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unpaid Association Dues</td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td></td>
</tr>
<tr>
<td>Grand Total</td>
<td></td>
</tr>
</tbody>
</table>

Pursuant to the Collections Policy of the Association that was approved by the Association as of March 7, 2004, the Board is required to deliver a notice to any Unit Owner who has failed to pay Association Dues within thirty (30) days of the due date of such dues, by mailing a notice to the Unit Owner’s last known address. Please be advised as follows:

The amount set forth above is immediately due and payable, and is more than thirty (30) days in arrears:

This letter is written in accordance with the paragraph of the Collections Policy entitled “First” Reminder Letter (one month)“;

Please make payment in full immediately;

If you are unable to pay the full amount due, please contact a member of the Board to attempt to work out a payment schedule satisfactory to the Board.

Please note that in the event that you fail either (i) to remit the past due amounts set forth above in full or (ii) contact a member of the Board to discuss alternative arrangement for payment of all sums due to the Association, the Board shall take all action authorized by the Collections Policy including, if necessary, taking legal action required to compel payment of the above amounts. In the event any legal action is required, please be advised that you will be responsible for all costs of collection, including all legal fees incurred by the Association.

The Association is willing to help develop a payment plan. The Board looks forward to your prompt response.

Very truly yours,

Don Benson  
Trillium Hollow Chair  
------------------------------------
Date (Second Notice)

XXXXX
9601 NW Leahy Rd. #XXX
Portland OR 97229

With a copy to:
Treasurer
Trillium Hollow Cohousing Neighborhood
9601 NW Leahy Road, #400
Portland OR 97229

Re: Notice of Delinquency

Dear XXX:

On behalf of the Trillium Hollow Board of Directors (the “Board”), I am writing to notify you that you are delinquent in the payment of dues and duly authorized by the Trillium Hollow Cohousing Neighborhood Association (the “Association”).

As you know, monthly Association dues are due the first day of each month. As of Dec. 31, 2007, you are indebted to the Association in the following specific amounts:

Unpaid Association Dues $XXX.XX
Bounced Check Fee $XX.XX
Interest $XX.XX

Grand Total $XXX.XX

Pursuant to the Collections Policy of the Association that was approved by the Association as of March 7, 2004, the Board is required to deliver a second notice to any Unit Owner who has failed to pay Association Dues within seventy (70) days of the due date of such dues, by mailing a notice to the Unit Owner’s last known address. Please be advised as follows:

The amount set forth above is immediately due and payable, and is more than seventy (70) days in arrears:

This letter is written in accordance with the paragraph of the Collections Policy entitled “2nd Notice”;

Please make payment in full immediately;

If you are unable to pay the full amount due, please contact a member of the Board to attempt to work out a payment schedule satisfactory to the Board.

Please note that in the event that you fail either (i) to remit the past due amounts set forth above in full or (ii) contact a member of the Board to discuss alternative arrangement for payment of all sums due to the Association within fifteen (15) days of receipt of the 2nd Notice, the Board shall take all action authorized by the Collections Policy including, if necessary, taking legal action required to compel
payment of the above amounts. In the event any legal action is required, please be advised that you will be responsible for all costs of collection, including all legal fees incurred by the Association.

Please also be advised that the Board shall notify the members of the Association at the next Association meeting that the delinquent Unit Owner has received the Second Notice and that the collection of all past due amounts will be turned over to the Association attorney or other collections professional for legal action if no payment is made or the Unit Owner fails to enter into an alternative arrangement for payment with the Board within fifteen (15) days from the date of the Second Notice.

The Association is willing to help develop a payment plan. The Board looks forward to your prompt response.

Very truly yours,

___________
Trillium Hollow Chair

Goverance - Trillium Hollow

Goverance
The governance process for the Trillium Hollow Homeowners Association (HOA) is defined in Article II of the By-Laws, which appears below. The HOA meets at least once monthly to share information, celebrate successes and accomplishments, discuss issues of concern and to make decisions on matters that affect the community. The consensus process we use for decision-making appears in subsection 4.2.

Trillium Hollow By-Laws: ARTICLE II
Voting
2.1 Consensus.
Consensus is the primary method of decision making at all levels of Association governance. If agreed to by consensus at an Association meeting, decision-making can be delegated to a committee or an individual as appropriate.

2.2 Voting.
If consensus cannot be reached on an issue after two meetings at which an issue is discussed, a third meeting requiring a quorum shall be called and voting may be used. A decision to shift from consensus to voting shall require an affirmative vote of seventy-five percent (75%) of those present. A decision of the issue shall require an affirmative vote of eighty percent (80%) of those present. Each unit shall be allocated one vote in the affairs of the Association subject to voting.

2.3 Determination of Membership in the Association.
Upon recordation of a conveyance or contract to convey a unit, the grantee or purchaser named in such conveyance or contract shall automatically be a member of the Association (herein "member") and shall remain a member of said Association until such time as such person’s ownership ceases for any reason.

2.4 Responsibility of Membership.
It is the responsibility of each member to participate in Association meetings, to work on at least one Association committee and to remain current on all Association assessments relating to the member’s unit.
2.5 Types of Membership.

2.5.1 Resident Members. All members residing in the Condominium, including minors 15 years of age or older shall be Resident Members. Resident Members shall constitute the Association and shall be charged with defining the will of the Association as a whole.

2.5.2 Inactive Members. The status of Inactive Members may be granted to certain members who need to or must remain residents, but are not involved in Association governance. Granting consent for a request by a Resident Member to become an Inactive Member shall be decided by the Board upon a case-by-case basis. For purposes of enacting consensus and/or establishing a quorum for voting, the basis will be adjusted by reducing the number required in such circumstances. An Inactive Member may return to Resident Member status upon notification to the Board.

2.6 Proxies.

A vote may be cast in person or by proxy when a decision is made to use voting as a process as described in Section 2.2. A proxy given by a unit owner shall be in writing and signed by such owner and shall be filed with the secretary. No proxy shall be valid after the meeting for which it was solicited, unless otherwise expressly stated in the proxy, and every proxy shall automatically cease upon sale of the unit by its owner. Any first mortgagee may designate a representative to attend all or any meetings of the Association.

2.7 Fiduciaries.

An executor, administrator, guardian, or trustee may vote in person or by proxy, at any meeting of the Association with respect to any unit owned or held by him or her in such capacity, whether or not the same shall have been transferred to his/her name; provided, that he/she shall satisfy the secretary that he/she is the executor, administrator, guardian, or trustee holding such unit in such capacity.

2.8 Quorum of Unit Owners.

At any meeting of the Association, eighty percent (80%) of the owners of all units present in person, or by proxy when appropriate, shall constitute a quorum. The subsequent joinder of a unit owner, in the action taken at a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such person for the purpose of determining a quorum. When a quorum is once present to organize a meeting it cannot be broken by the subsequent withdrawal of a unit owner or owners. If any meeting of members cannot be organized because of a lack of quorum, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

Trillium Hollow Home Owners Association

Voting Proxy

Meeting
Specific Date___________________, or
Expiration date_________________, or
Indefinite, until cancelled ________________

At the Common House
9601 NW Leahy Road
Portland Oregon, 97229
Be advised that, I ____________________________ the undersigned Owner of Unit Number ____________, a condominium subject to the regulations and bylaws of the Trillium Hollow Condominium Association agreement dated August 14, 1998, do hereby constitute, appoint, and name
_____________________________________________________ as my true and lawful attorney in fact and agent for me in my name, and stead, to vote my interest by this proxy at the designated meeting(s) of the Trillium Hollow Condominium Association, for the transaction of any business which may legally come before the meeting, and for me, and in my name, to act as fully as I could do if personally present, and hereby herewith revoke any other proxy before given.

Dated this ________ day of __________________, 20____.

____________________________________________________
Signature of Owner

Consensus Decision Process (approved May 6, 2007)
Prepare a proposal (in a team (preferred) or as an individual or a group)
Distribute it 7 days before the community meeting where it will be presented

**Decision Process within the meeting:**
Present the proposal at the HOA/community meeting

<table>
<thead>
<tr>
<th>Step</th>
<th>Purpose/Desired outcome</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conduct a round of clarifying questions focused on the proposal</td>
<td>Ensure everyone understands what is being proposed</td>
</tr>
<tr>
<td>Conduct a round of general feedback, with each person invited/requested to voice briefly what they think of the proposal, including what appeals to them, what benefits they see, etc.</td>
<td>Create a more complete sense in the room of how the community as a whole thinks and feels about the proposal. Build an understanding of the complexity and diverse perspectives involved</td>
</tr>
<tr>
<td>List concerns remaining, and respond to them (may generate a list or respond as they are raised)</td>
<td>Highlight the areas that need to get resolved for people to be willing to move forward</td>
</tr>
<tr>
<td>Discuss the proposal again with the additional information from the responses to concerns</td>
<td>See where the group has moved to; hear all voices again</td>
</tr>
<tr>
<td><strong>Test for Consensus</strong></td>
<td><strong>See where the agreement lies, and what concerns remain</strong></td>
</tr>
<tr>
<td>------------------------</td>
<td>-------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>Ask those who stand aside, what remains that causes them to do so and those who block to describe why they do not feel they can move forward with the proposal</strong></td>
<td><strong>Increase the understanding of the community about the remaining concerns in some of its members;</strong></td>
</tr>
<tr>
<td><strong>General discussion to see if concerns can be addressed, if time is available; or</strong></td>
<td><strong>Agree on the next step.</strong></td>
</tr>
<tr>
<td><strong>Determine how to revise the proposal or frame an experiment to test how the proposal would actually work in the community, or</strong></td>
<td><strong>Allow the community to move forward with an approach that is “good enough” to start with and to refine it over time. Agree to conduct an experiment, if that is possible</strong></td>
</tr>
<tr>
<td><strong>Move to further discussion outside of the meeting, to respond to blocks and stand asides</strong></td>
<td><strong>Allow conversation to continue outside of the meeting in a structured way, to determine if consensus might be possible at a later time.</strong></td>
</tr>
</tbody>
</table>

**For consensus or experiment:**
- **Implement for a specified period of time**
- **Define some measurements that will be used for assessing the experiment and its impact, particularly in the areas of concern**
- **Monitor the experiment with the measurements defined**
- **Review our experience and modify the proposal/policy based on experience.**

**For continued lack of consensus,** structure a process for exploring how concerns might be addressed

**If consensus cannot be reached in 3 meetings,** determine if voting will be invoked.
Meals
Meal System - Pioneer Valley 2010

Regularly Scheduled Meals:
- Common Meals are typically served on Monday and Wednesday evenings at 6:00 and they generally start on time.
- Brunches are periodically scheduled for weekend mornings (approximately 6 per year). These are generally announced via connect and listed on the events calendar in the common house and on the monthly calendar that you will get in your box and via email.

Additional Meals:
Additional community and individual meals can be scheduled. If they are not paid for by the individual host, then they should follow the same payment systems as the regularly scheduled meals.

Ambiance
We try to find a balance between quiet peaceful dining, and acceptance of children's impatience and energy. Meals are generally a time when children are asked to sit and eat, and then to go outside or into the kids room. Please do not let them play on the furniture, either in the great room or in the library, and encourage them to be quiet during the circle time before each meal (see below).

Costs for meals:
- Adult meals $3.50
- Children’s meals $1.75. Children over 13 years of age are considered adults for kitchen meals accounting.
- The cost of meals includes approximately $.50 and $0.25 per meal surcharge to pay for all of the kitchen’s costs including stock items, bottled water, supplies, replacing dishes and equipment, and the like. Cooks are responsible to try and meet a maximum budget determined by multiplying the number of diners by the cost of each meal.

Setting up a meals account:
- Meals account can be established for resident member households, renters, and associate members. Meals for guests are charged to the account of their host.
- To establish a meals account you must pay a non-refundable, one-time fee of $50 per adult and $25 per child. See below for how to pay this.

Prepayment for meals:
- Diners are expected to prepay into their account as needed to maintain a positive balance.
- Checks should be written to The Cohousing Kitchen and be deposited into the envelope next to the sign-up sheets outside the kitchen door.
- Prepayment is recorded by highlighting boxes on the prepayment clipboard. Each box represents one adult meal (or two child meals). 10 boxes cost $35.00. Meals should be purchased in increments of 10 to facilitate bookkeeping. Highlighters can be found on the same bulletin board.
**Posting Menus and Signing up for a meal**

- Menus are posted in advance on the meals bulletin board. There are three clipboards, one each for Monday, Wednesday, and Special Meals (brunch, events, etc.).
- Menus usually have three options: 1) main option, 2) variation (usually vegetarian), and 3) generally a simple, child-friendly alternative. Our system includes a two-month rotation of standard menus (time tested for cooks and diners), but many cooks choose to change them according to the season on their creative impulses. If so, Cooks will list 2-3 menus (regular, alternative, simple) with the ingredients for each on meal charts well in advance of the meal. Cooks are responsible for cooking for the dietary needs of those signed up for the meal.
- Diners are expected to sign-up at least 3 days in advance of each meal. Cooks can cut off additions after this point at their discretion.
- Diners sign-up a) for the number of adults and children, and b) for the number of each menu option.
- Diners should also use the far right columns to record any special instructions to the cooks or sign up for dining within the Sun Room which is reserved for more quiet dining.
- Once the cooks have used a highlighter to mark off the empty slots on the sign-up sheet, diners must check with the cooks before adding more people to the meal.

**Meals eaten:**

- Cooks are responsible for marking off the meals actually purchased and eaten under each account. They do this by crossing off one prepayment box per adult and ½ box per child. The diners are responsible for paying for the meals they sign up whether or not they eat them.
- Diners who can’t make a meal, or know they will be late, are encouraged to get someone to make a “late plate.” Please do not ask the cooks to do this.
- If cooks notice that a household is behind on prepayment, they are encouraged to put a note in the community mailbox. Diners are responsible to promptly correct their balance if it falls behind.

**Dining: Seating, eating, clearing**

- Diners can select seats at a table with “cards” that are located in baskets near the door. If you are coming down with your own meal, it is a good idea to make sure that there are additional place settings and then to select a card. Otherwise, please wait to see where space is left after paying diners are seated.
- Diners who have signed up for the Sunroom do not need “cards” but must sign up for the sunroom. (no longer in practice 2011)
- The setup person will create a “late plate table”. This has proved to work well for enabling the creation of late plates without disturbing the atmosphere at the dining tables. The table is the set the same as for regular diners (including “late plate cards” except that the plates are stacked.
- There is generally a “circle time” at 6:00 for head cooks to thank their team of helpers and give details on the menu. This circle is a time for you to encourage your children to be quiet, or take them to the playroom or outside. Community announcements are made at circle time.
- Dinner is usually served family style, with bowls of food at the table. Alternative meals are often at the pass-thru.
- Diners should bus their own settings, or better yet, one person from each table can volunteer to clear the table. Please be respectful of dishwashers, by clearing your table within a reasonable time.
- Diners are expected to wash the table after it is cleared. Parents of young children are expected
to sweep the floor under their child’s place and clean highchairs and boosters.
• Parents of older children are responsible to have their children learn to bus, clear, and clean their own table, whether or not they are sitting at the same table (eg. Teen table).

**Leftovers:**
• Leftovers can be taken from the pass-thru after the meal is cleared.
• Diners determine by “honor system” if the leftovers should be paid for. It may help to ask the cook if the meal was expensive. There is a clip board hanging on the right side of the pass-thru for marking off payment for leftovers. Each box represents $1.

**Meals teams**
• Meals are prepared, set up, and cleaned up by regularly scheduled teams of community members. The HUB sets the schedule for the year, so that everyone knows in advance when she/he is expected to work. If you can't fill your expected slot, it is your responsibility to find someone to take your job.
• The meal team schedule is available on-line at ____________.

**Meals Accounting - WindSong 2006**

**Meals accounting using a ticket system**
People would still need to sign up so the cooks know how many to cook for. The tickets will be $2 each. The meals will be $4.00 with half price meals at $2.00. Nadine will be managing this system.
Purpose: To streamline or simplify the collecting of money for community meals.
Membership

Membership - Yarrow Eco-Village

Membership
Membership is open to all persons over the age of 19 who are willing and able to accept the responsibilities of membership and who subscribe to the vision and principles adopted by the Cooperative.

- The Cooperative makes decisions by consensus of the membership. It is the responsibility of members to abide by those decisions.
- All applications for membership must be approved by at least two members of the Community Development Team.
- Membership shares are payable by written agreement approved by at least two members of the Community Development Team. Shares may be forfeited for default of the written agreement.
- The Community Development Team is responsible for orienting prospective new members using the Clearness Process.
- Dividends on membership shares may be available after the end of Phase One.
- Members may withdraw from membership in the coop by giving written notice and surrendering the relevant share certificate(s). The full membership fee will be refunded. If paying the refund will cause financial harm to the coop, payment may be delayed in accordance with the Rules of Incorporation.
- Membership in the coop may be terminated for the following reasons:
  1. The member has engaged in conduct detrimental to the Cooperative.
  2. The member has not paid money due to the Cooperative within a reasonable time
  3. The member has breached a material condition of an agreement with the coop and has not rectified the breach within a reasonable time.
- Members may appeal a termination notice.
- If a membership is terminated all rights and privileges attached to membership cease except the right to require the coop to redeem membership shares at par value and investment shares, if applicable. The membership fee must be refunded within one year.
- The cessation of membership does not release the former member from any debt or obligation owed to the coop unless the instrument of debt or obligation states otherwise.
- Individuals may apply to be Associates of the Coop. Associates may participate in all activities except decision making and the purchase of strata property. The fee paid to become an Associate may be applied to the purchase of a membership.

Owners, Associates, Renters - Pioneer Valley

Residency and Rental of Units
12.1 All units shall be owner occupied except as provided in section 4.2. Unit owners may rent a portion of their unit while the unit owner remains in residency in the unit. The renter shall sign a lease which incorporates these Rules and Regulations and obligates the renter to comply with them.
12.2 If any unit owner wishes to rent their entire unit and not remain in residency in that unit, such rental shall be allowed only by notice to and approval of the membership of the Association.
Approval will normally be given if the rental is for a period of no more than one year, with a maximum extension of one additional year, and is due to one of the following circumstances: a temporary absence of the owner, the inability of the owner to sell the unit, or the continued residency of the owner in one of the other units of the Association.

Such rental shall be permitted only if the tenant signs a lease approved by the membership which shall state that, at the request of the Association, all rental payments shall be paid to the Association.

The Association shall be permitted to deduct the monthly fee owed by the unit from the rental payment prior to forwarding the remainder of the rental payment to the owner.

The Association shall also be permitted to evict the tenant through the normal legal process if the tenant is in violation of the lease. This provision shall not apply to a First Mortgagee who has taken title to a unit, consistent with the Master Deed and By-laws.

Any tenant in residency under this section 4.2 shall have right to participate in the activities of the Association and shall have the same work expectation as owners. It is the responsibility of the unit owner to inform tenants of the expectations of community work.

The Association may require that the owner ascertain that the tenant is interested in being part of community life and willing to engage in community work prior to giving consent under this section. The community may permit an owner to rent to a tenant who does not intend to participate in community life, including work, upon request of the owner.

12.3 All tenants shall comply with these Rules and Regulations and such other standards of conduct which shall be determined by the Association from time to time.

ASSOCIATES (Revised 1-2010)

Definition/Privileges - We recognize three kinds of associates: off-site, owner-surrogate, and renter. An ASSOCIATE is a person who is actively involved with the community who fulfills certain responsibilities, which includes community work and, for off site associates, a monthly fee.

These responsibilities are established in discussion with the membership team.

Associates have the right to participate in all aspects of the community including consensus decision-making except in the case of decisions that affect only unit owners.

BECOMING AN OFF-SITE ASSOCIATE MEMBER (10/15/06)

The number of Off-Site Associates is limited to 15. To become an off-site associate, an individual must already be a participating member of the community, and send a written request for associate status to the membership team. A copy of this letter will immediately be posted on the front bulletin board.

The membership team will meet with the individual to discuss the request. In this meeting, the potential associate member and the membership team will discuss the proposed nature of the associate's involvement, including financial and work commitments.

The associate will be given appropriate information on consensus decision making.

The associate's letter and the agreement between the membership team and the associate will be posted on the community bulletin board. No sooner than 30 days after the posting, the associate will attend a general meeting at which, unless there is major concern, acceptance will be noted in the minutes. Any major concerns should be discussed and resolved before the meeting at which the new person is expected to join the community.
OFF-SITE ASSOCIATE FINANCIAL & LABOR CONTRIBUTIONS (9/8/96)

To become an Associate of our community, we request that each household make a contribution of time and money. Rationale: Any friend of a community member is welcome to hang out in the community and join us for an occasional meal. People who wish to be incorporated more fully into the life of the community can become Associates. Because of their contribution of time and money, we give Associates additional rights and privileges. These include:

- A change in status from "visitor" to "part of the community"
- Feeling welcome to participate in community meetings and events
- Fully participating in the meal system for the same price as members
- Having a charge account for community meals
- Reserving common facilities (Common House Great Hall, kitchen, guest rooms, play field, Annex, etc) for personal use
- Use of tools, the library, kids room and playground, etc.
- The right to gather a share of garden produce
- Receiving all relevant memos sent to community members in folder of their own in the mail room, and join any and all community email lists.

In exchange, the community asks Associates to:

- Work 4 hours/month on a work team or committee. Note: Community members have responsibilities of approximately 1 1/2 hours/week 6 1/2 hours/month) plus committee work. Many members also contribute an additional 2-10 hours/month to support the functioning of the community.
- Contribute $45 per month.
- The financial contribution was calculated by figuring out the costs of running the Commonhouse and the retreat and asking associate members to pay an equal share in those expenses, since they have full access to and use of the Commonhouse and take part in the retreat.
- We recognize that Associates benefit from other aspects of the community for which they are making no contribution, for example plowing, landscape, garden, road maintenance, etc. This amount is negotiable if necessary. We do not want the fee to become a barrier to someone who is an active participating member of the community.

OWNER-SURROGATE ASSOCIATES

An Owner -Surrogate is a person who rents the owner's entire living area and the owner is not living in the unit.

- The owner of the unit must ask the community for permission to rent the unit, and has ascertained that the renter is interested in being part of the community. Any owner-surrogate must be willing to become an associate.
- Since potential owner-surrogate associates may not have a prior relationship with the community before they rent the unit, they are required to go through an orientation process. This orientation process consists of reading the material given to waiting list people (information on the community and on consensus process), a get to know you meeting at or after dinner, a meeting with community support/membership (similar to the orientation given to waiting list applicants), and attending an entire general meeting.
Since their financial contribution is included in the condo fee for the unit, they do not have to pay a fee, but will be expected to work the same amount as an owner/member.

RENTER ASSOCIATES
A renter ASSOCIATE is a person who rents a part of a unit and is involved with the community.

- A renter is not automatically given associate status when they move in. A renter can ask to become an associate when they move in, or wait until they are already involved in the life of the community.
- To become an associate, they are required to go through the orientation process outlined above for owner surrogate associates. Their work expectation will be established with Membership Committee and the Hub but will not be less than off-site associates, nor more than owner surrogate associates.
- Their fee is also taken care of by the condo fee of the owner from whom they rent.
- All associates will be asked to sign the letter of understanding that waiting list applicants are required to sign.
- All associates will be given a handbook, and will have a buddy to answer any questions not covered by the orientation process. Buddies will be found by membership requesting volunteers from the community.

Orientation for new members - Trillium Hollow 2008

Buddy System and Path to the Neighborhood
Buddy System Vision: To support our community fabric by providing early individual personal interaction, information sharing and perspective on living in community and living at Trillium Hollow, and kindness for persons and families interested in being a part of the Trillium community.

Goals: To facilitate careful, thoughtful decisions that will benefit both the Trillium community and interested individuals. The Buddy System will also enhance and support the Outreach Team’s work by creating a welcoming, non-threatening experience in visiting Trillium.

A Buddy could be assigned as soon as a visitor’s second visit to Trillium or at the request of an owner. A Buddy will also be assigned and a Path process will be requested for residents returning to Trillium after living elsewhere.

Responsibilities of a Buddy:
Phase 1: Initial contact with Interested Individuals/Families (Timing depends upon each individual/family)

- Introduce oneself to the person/s either in person or by phone or e-mail. Explain your role as their buddy, be kind, be open, be honest, be available.
- Invite them to community functions, and help them to meet other community members.
- Openly and honestly answer questions, and give them the opportunity to hear the perspectives of diverse community members.

Phase 2: Conversations with Possible Buyers/Renters

- Review with them the by-laws, policies, budgets, and the consensus process (materials available on the public portions of the web site).
• Discuss teams and work share, and encourage them to attend a team meeting that interests them.
• Invite them to the next HOA meeting, a Work Party, a pot-luck or community meal.
• Serve as the organizing member of their Path meeting, in collaboration with Outreach.
• Provide facilitation for the conversation during the Path meeting.

Phase 3: Supporting new residents (Time Frame: At move-in – 1st Month)
• Help with move-in day. Set aside parking for the moving truck, set up the elevator, advise the community, etc. Prepare them a lunch, snack, or dinner that day, something to make them feel welcome.
• Introduce them to the whole community.
• Remind them of the first few HOA meetings and Work Parties.
• Introduce them to the team leads for teams they are interested in, and advise them of the schedule for those teams’ next meetings.

Phase 4: Continuing support and follow-through with new residents (Time Frame: 2nd – 6th Month)
• Check in and stay in touch.
• Mentor them in terms of work share: their contributions, their requirements, and their reporting of hours.
• Follow up on team involvement and any questions they may have.
• Review specific policies that may be affecting them, such as pet policy, quiet hours, or Common House usage.

Trillium Hollow Path to the Neighborhood Vision:
To facilitate an open dialogue with prospective community residents, helping them to understand what living at Trillium will mean for them, and encouraging them to identify and describe what they will bring to Trillium. Through this honest conversation with a diverse group of Trillium Hollow residents, realistic expectations will be formed, and good decisions supported. We take people down a Path to help them make their own decisions about whether or not they want to live here.

Items to be included in a packet for Path participants generally include all the reference items on the website.
• Mission, Core Beliefs, and Covenant
• An Overview of our Policies and By-laws
• Description of our Consensus Process
• Description of our Teams
• Pictures/ statements about life at Trillium from current residents of multiple generations.
• Copy of articles: “Are you a Co-housing Person?” “Is Cohousing for You?”

Path Meeting:
Organization and planning: The buddy, in coordination with a member of Outreach, will determine which members of the community would provide appropriate balance in a Path for the individual/family involved, and will invite those community members to participate in the Path. Once the scheduling is clear with the interested individual/family, the buddy will meet with the community members and the Outreach team member who will participate in the Path, in order to decide who will take responsibility for specific parts of the Path conversation.

Topics covered at every Path
• Begin the meeting with joint agenda-setting with desired outcomes for both parties
• Meeting attendance and team commitments
• Work share: expectations and fun, complications and frustrations
• Management practices and agreement by consensus
• Multi-generational character of Trillium Hollow

Possible questions for the guest:
• What draws you to Trillium? What has led you to be here now?
• What does living in community mean to you?
• What will you and your family bring to the community?
• What are your biggest concerns at this point?

Possible topics of discussion to be chosen by the guest:
• Nourishing a relationship with your partner and/or living single here
• Being a parent or non-parent here
• Children’s community experience
• Pet ownership
• Local school and community
• Other questions or topics of interest to the guest(s)

**Orientation of New Members - WindSong 2008**

**Requirements to get onto the waitlist for owners or renters & become a SOCIAL MEMBER of WindSong**

• Come for a tour
• Receive a summary of important policies & Mission Statement – either a one-page short form, or a password protected section of the website.
• Attend one community meeting
• Attend one social event
• Attend an expectations gathering
• Approval as a social member

The interested person/family is to take the initiative in deciding when to attend meetings or functions. A WindSong calendar of events & meals to be added to the WindSong website so that this does not require babysitting by WindSong. Some consideration could be given to out of town buyers.

**Requirements for buying or renting a home/room at WindSong**

• A purchaser or renter must have attended a community meeting within the last six months. If not, a subject clause will be included in the Offer to Purchase or rental agreement requiring attendance at the next community meeting
• If the purchaser/renter has not attended a social event within the last six months, then at least one social event needs to be attended prior to subject removal, or in the case of a renter prior to move-in.
• Renters must provide references.
• Purchaser/renter must attend an ‘expectations’ gathering. Ideally this would have happened prior to a home coming on the market and prior to the potential member being added to the waiting list.
This gathering would be either part of the Orientation Team mandate or a separate team. The team would be a minimum of 4 households with a variety of opinions & ages, thereby representing the community as a whole with the intention of avoiding any unintentional biases. The purpose of the ‘expectations gathering’ is for both the potential buyer and the community to ascertain whether or not WindSong is a good fit. It would also be the mandate of this team to bring forward concerns to the rest of the community and also to clearly communicate to the prospective purchaser any concerns the community might have.

• Purchaser/renter must receive, understand and sign off on WindSong’s Mission Statement and all policies prior to subject removal or in the case of a renter prior to move-in.
• Purchaser/renter must have access to at least one year’s worth of meeting Minutes & Decision Log as part of their orientation.
• In the case of a ‘red flag’ where the prospective purchaser still wants to move into WindSong, the community or individual members of the community to consider putting in an offer for the home so that the seller is not restricted in selling their home.
• Agree to participate in and, if prior to purchasing or renting, to pay for consensus training before getting full membership & voting rights at community meetings.
• Payment in advance of the $135.00 CCS deposit by both a purchaser or a renter.

Expectations Gathering
The intention of an ‘expectations gathering’ is to ensure that the prospective buyer(s) / renter(s) expectations are in concert with what WindSong has to offer and to clarify to the prospective buyer(s)/renter(s) what WindSong’s expectations are of them. It is also an opportunity for the team running the gathering, and for the purchaser, to discover whether or not the prospective buyer(s)/renter(s) is a ‘good fit’ for our community and whether they will be happy living here.

Post Move-In Requirements for Renters & Owners & Becoming a FULL MEMBER of WindSong
• A Full Member of WindSong is eligible to vote at all meetings and to participate fully in all activities at WindSong.
• Attend a welcoming pot luck dinner
• Team up with a buddy
• Attend a consensus-training workshop prior to attaining full membership privileges and voting rights. This requirement could be done prior to move-in if a training session were already scheduled. However, the training must have been taken within 6 months prior to move-in.
• CCS orientation and tasks assigned to each adult member of the household together with payment of the CCS deposit of $135 per adult.
• Six-month check-in to see how it is going, to be done by orientation team.

Requirements for Temporary Residents/Caregivers
There are no requirements for someone living at WindSong for a period of one month or less. For temporary residents or caregivers who are expecting to live at WindSong for longer than one month they would need to go through a basic orientation with the orientation team. The orientation would include familiarizing the individual with all appropriate policies, such as recycling, parking etc. and would also, on a case-by-case basis, decide whether or not the individual needed to participate in the CCS.

WindSong’s First Right of Refusal
“121  (1) A bylaw is not enforceable to the extent that it... prohibits or restricts the right of an owner of a strata lot to freely sell, lease, mortgage or otherwise dispose of the strata lot or an interest in the strata lot.”

As noted, a bylaw will not be enforceable, so the best you can do is have an informal policy that (hopefully) you can get each of the owners to adhere to.

Windsong homeowners would have nothing to lose because they would get the same price from either an outside purchaser or WindSong residents.

Note that a refusal to approve a purchaser on account of any of the grounds of discrimination set forth in the B.C. Human Rights Code (i.e. race, colour, ancestry, place of origin, religion, marital status, physical or mental disability, sexual orientation or sex) could result in a complaint to the Human Rights Tribunal. There is very little you can do to insulate yourself against this kind of claim, other than avoid this kind of activity.

This is the more sensitive area and so the policy would need to address this somehow.

- Develop criteria as to what would create a ‘Red Flag’ (see below)
- In order to avoid this scenario, the ideal situation is that the expectations gatherings occur prior to a home coming up for sale. However, as that is not always possible, this option would only come into effect where this has not happened and where the expectations gathering has raised some ‘red flags’ for the community.
- If the community felt strongly that the prospective buyer(s) were wrong for WindSong then one solution would be for a group of individuals within the community to purchase the home instead and either rent it out and/or re-sell it at a later date.

Red Flags

‘Red flags’ act as a guideline only and would just alert the team that further exploration is required in these circumstances.

- Individual/family has ‘care needs’ expectations eg: childcare, elder care, financial assistance or disability care.
- Individual/family wants to ‘change’ or ‘fix’ WindSong
- Individual/family is already struggling with substance abuse
- Individual/family who is already or intends to foster care troubled youth
- Individual/family obviously does not have time to participate in community

Orientation of teens & young adults prior to move-in and when they become an adult after move-in

- For 13-18 year olds attend a simplified orientation meeting and be made aware of any policies that could affect them. This would include an informal graduated process for them to include themselves in CCS.
- If 19 years or older at move-in required to sign off on all policies and become oriented into the CCS system. This would include a deposit of $135 and being assigned a specific task.
- If 19 after move-in, attend an orientation to sign off on all policies and become integrated into the CCS system. This would include an initial deposit of $135 and being assigned a specific task.
New Residents Welcoming and Orientation Package - Windsong

We hope these notes make it a little easier for you to settle into your new home at Windsong. This packet is not meant as a comprehensive guide to living at Windsong. Rather it represents a brief overview of important information.

GOVERNANCE AND DECISION MAKING

Windsong is a legal strata and is thus subject to the Strata Property Act. We do not elect a strata council as described in the Act. Our by-laws allow us to include every Windsong resident in our decision making process. All decisions in Windsong are made by consensus at community meetings unless an individual or a group has been delegated particular decision making authority by the Community Meeting.

Community meetings are held on the first Friday of every month, starting at 7:30 pm.

The Facilitation Team meets about two weeks ahead of the meeting to prepare the agenda. Any Windsonger may suggest agenda items. Such items must be received by the Team before or at their planning meeting. The Team can assist in the preparation of agenda items. The agenda is then posted on the main bulletin board by the mailboxes one week ahead of the meeting. It is also sent out via email. At the Community Meetings, we use a colour card system to prioritize the order of speakers and for determining whether we have agreement on a proposal. Rather than go into detail about how this works, we warmly invite you to see it in action at a community meeting. All Windsong members are urged to attend meetings. Renters have equal say in all decision making, and they are encouraged to voice their opinions along with owners. The members of the Facilitation Team are responsible for facilitating the Community Meetings and recording the proceedings. Minutes of the meetings are posted on the front bulletin board prior to the next meeting and, once they have been approved are filed in binders in the Community Office where they are available for any resident to read.

FINANCES

The community’s operating expenses are paid for from monthly maintenance fees paid by all owners of units in Windsong. The fees are based, by law, on the size of units. These fees pay for insurance, utilities, inspections, repairs, cleaning equipment and supplies, landscaping expenses, some social activities, our newsletter, etc. Budgets are approved by the community annually. Copies are filed in the Minute Books. Included in the monthly fee is the basic maintenance fee, $5 for the LAN, which provides a connection to the internet, and a fee for gas. We chose to have only one gas meter to take advantage of lower rates. So charges for gas are also calculated according to the size of the units. Windsongers are asked to submit 6 post-dated cheques for the fees to the Treasurer starting August 1, which is the beginning of our fiscal year. In January, the Finance Team reviews the accounts and if they think it is necessary, recommends to the community an adjusted amount to cover the operating expenses for the remainder of the year and asks for another six post-dated cheques for the same or the adjusted amount. Submitting post-dated cheques relieves the Treasurer of having to remind everybody to pay their fees. Because of previous problems, we have passed a by-law that states that the community is to be informed if anyone is more than 2 months in arrears with their maintenance payments.

Over the years we have accumulated money in a Capital Fund. Decisions about how to use this fund is determined by discussions and decisions by all community members.

COMMUNICATION SYSTEMS

Thanks to some expert technical Windsongers, we have several ways of communicating with each other.
VOICE MAIL-PHONE MESSAGE SYSTEM
At Windsong, all homes which have voice mailboxes are linked. Anyone on the system can put out one phone message to a group or to the whole community. Following are directions for sending a message to the entire community.

- *98
- Hear your name
- Press * then 604-888-1158
- Press our password, 7664 (or SONG)
- Press 2
- Record you message
- Press #
- Press 11,#,# (south end)
- Press 12, #,# (north end)
- Press * Hang up.

COMPUTER MESSAGING SYSTEM
Most Windsongers are connected by computer to our Local Area Network (LAN). A Yahoo group has been set up so that one e-mail message can go to everyone. See Yonas #15 to be included in the group and to learn how to access it. Everyone that is connected to the LAN which gives you access to the Internet pays $5 per month as part of the maintenance fee.

BULLETIN BOARD AND MAILBOX COMMUNICATION
We also communicate about meetings and events through our bulletin boards in Hancock Square, and the North and South Atriums. Each bulletin board contains information about what kind of messages should go on that board. Look at the top of the board for this.

You can also give a person a written message in their mailbox. Each box has a slot in it. This is a great way to deliver notes, cheques or proposals to your neighbours.

ENTERPHONE
This is the board outside the front door with names and code numbers. When your visitors arrive at Windsong, they can punch in the code beside your name on the enterphone. (Your phone will ring 2 short rings- this is someone buzzing you at the front door.) You may then talk to them from your phone. To let them in, press “6” on your phone, for at least 10 seconds. This opens the front door. People who haven’t been to Windsong will not know your unit number, as it is not recorded on the enterphone board. Let your guests know that when you press “6” to let them enter the front door, they should not yank on the door right away, but wait a few seconds until they hear a click before opening. To pull on the door too much will break it. Windsongers sometimes use this system to speak from the Common House to someone in their home.

SECURITY SYSTEMS
Gradually over the last few years, we have found it necessary to increase security of our building. No exit doors in the building except for the ones that can be opened by key pads or key fobs (see below) can be opened from the outside, so be careful that you don’t find yourself locked outside. Someone checks all doors and windows in the common areas every night to be sure they are securely closed. It is up to the residents to check the doors and windows in their own units.

KEY FOBS
Windsongers have installed a door opening system which is much more secure than everyone having a key to the front door. Each adult is issued a key fob (a plastic oval which you can put on your key ring). To open the Hancock Square front door, simply pass the fob across the red light on the little box to the right of the enterphone name board. To open the parking garage door, pass the fob over the light in the hanging devices installed for that purpose on either side of the door. Each key fob is coded with your name and a specific number. If you lose your key fob, you must report the loss immediately. Then the key fob can immediately be disabled on our computer, so if it is found and used by someone else it won’t open the door. A deposit of $15 is required for each fob.

KEY PADS
Because we didn’t want children to carry around key fobs, we installed a key pad system on 3 Windsong doors. There is a key pad at the front (Hancock Square) door, the south lower atrium door, the north lower atrium door and the people door to the parkade. These pads have numbers and a # and * key. The key pad code, a 4 digit number, is known by all Windsongers, including children. They are able to come in any of these doors by punching in the code and then pressing the * key. The key pad code is changed periodically, and the code is not written down anywhere, for obvious security reasons. You must memorize it. To find out what the current key pad code is, talk to Susan or Chris McFee in Unit #8. The key pads work only from 7 am - 11 pm. After these hours, they are turned off by people who do the nightly security checks. So if you come in before 7 am or after 11 pm, you must use a key fob to get in.

ENTERPHONE
Do not let anyone you don’t know into Windsong through the enterphone. This will undermine our security system. We highly recommend that you go to Hancock Square to meet any of your guests. This is an important security measure that not only makes Windsong secure; it also ensures the integrity of your guests, should an incident arise. The same security precautions pertain to trades people.

COMMUNITY CONTRIBUTION SYSTEM:
SEE ATTACHED NOTE

WINDSONG COMMUNITY MEALS:
Windsong community meals are held occasionally in the common house dining room. Cooks put notices of their planned meals in the book outside the dining room. If you wish to attend a meal, check off your name in the same book and indicate how many persons will be attending, whether they will want a whole or half serving and if there is more than one option, what your preferences are. The cost of the meals' ingredients is divided up amongst those attending. If you would like to prepare a community meal, you can either assemble a team yourself, and decide what to cook, or volunteer to assist on another team. The main cooks do not have to pay for their meals. There are also various supper clubs that you can join and occasionally neighbours will organize a pot luck.

SOCIAL GET TOGETHERS
Various social activities are organized from time to time by Windsongers. They are usually open to everyone in the community. News about them is communicated through all our various communication systems.

BOOK CLUB
This club has been meeting monthly for several years. Members read and meet to discuss their current book, usually on the evening of the last Sunday in each month. See Kerry (Unit 22) if you are interested in participating.

**SHARED EQUIPMENT AND SERVICES**

**LAUNDRY**
Many Windsongers do not have their own laundry facilities and therefore choose to use the common laundry in the common house by joining the “laundry club”. Members of the club pay for their washing and drying in advance, by writing a cheque made out to Windsong Laundry Club and giving it to Tricia Carpenter (#27). Laundry fees are .50 per load for both washers and dryers. You will be assigned a sheet in the black binder that is kept in the laundry room to record your usage. The fees pay for machines, maintenance and utilities. Many club members use the Melaleuca Melapower environmentally friendly soap, that is available in the laundry room at 30c per load. You are responsible for paying for your laundry activity in advance, and for recording your washing and drying on the sheets in the black binder. This is a self managing honour system.

**PHOTOCOPYING**
Windsong residents have the use of a common photocopy machine, located in the office in Hancock Square. To make photocopies, register a personal number code (5 digits) with Howard Staples (#30) and deposit money, in advance, with him. The photocopy code box keeps track of how many copies you make.

**OTHER OFFICE EQUIPMENT**
There is a FAX machine in the office and a book to record usage. Alan Carpenter (#27) manages the funds for this service. The FAX number for receiving messages is 882-9331.
Also available in the office is a large paper cutter and a 3-hole punch.

**FILTERED WATER**
Filtered water is available from a designated tap in the dining room. Those persons who use it regularly pay $20 a year to Vesanto (#34) to cover the cost of filters.

**KITCHEN EQUIPMENT**
Kitchen equipment may be borrowed for very short time periods. A book is kept on a counter in the kitchen for recording your usage.

**CLEANING EQUIPMENT**
A vacuum cleaner is kept in the pantry. Please be sure to check the filter before using. Other cleaning equipment is kept in the cupboard at the end of the hallway in the Common House. Please return immediately after use in clean condition. Supplies are not to be used in private homes.

**MOVING CART**
A metal cart for moving stuff from the Common House to your own Unit or elsewhere is kept in Hancock Square for everyone’s use. Please return it as soon as you are finished with it, so that it always available for everyone’s use.

**SHARED SPACES**
**BOOKING COMMUNITY SPACES:**
There are several areas in the common house that can be reserved for either community functions or private functions such as the dining room, multi-purpose room, boardroom., teen room and craft room.
All of these areas can be booked by Windsong members, free of charge, for community events such as meetings, performances etc. Each room has a calendar. Just write your name and your event on the calendar. If you are booking any of these spaces for a private function, there are some existing and pending policies on this. An event in the dining room, for example, has to also be open to residents. However, if you want to restrict access to a particular group then the multi-purpose room is recommended for that.

If the space is generating an income for a member of the community, there is an understanding that 10% of the earnings should go to Windsong for the use of the space.

GUEST ROOM
Windsong has a community guest room, upstairs in the common house, which is available to all community members. It can be booked by writing your name on the dates you want to reserve on the calendar at the bottom of the stairs. There is no charge for relatives or friends. It is the responsibility of the host to ensure that the linens are washed and the room cleaned after each use. The key to the guest room can be obtained from Patrick Meyer in unit #7 and must be returned to him as soon as your guests have vacated the suite and the cleaning has been completed.

If someone has already booked the room for the dates you want, it is common practise to discuss your need with the person who has previously booked it. Sometimes other arrangements can be made. Also there are other common spaces that may be used occasionally and some Windsongers have spaces which they are sometimes willing to offer to accommodate guests.

Should your guest wish to give Windsong a donation to help cover the costs related to maintaining this space, that is very much appreciated. However, if someone books the guest room for someone other than a friend or relative of a Windsong member – for example someone doing research on cohousing – there is a charge of $25.00 per night.

WORKSHOP
Windsong has a well-equipped workshop for use by community members. In order to obtain a key to the workshop see Alan Carpenter in unit #27. A requirement for being a user of the workshop and having a key is receiving an orientation by Alan Carpenter.

GARDENS
Garden plots have been set up north of the building. Residents who would like to have a private garden should watch for the notice for requests each spring and contact the person in charge of the bookings at that time. A watering system has been set up for the use of all gardeners. No pesticides are to be used. Compost bins are available for depositing appropriate material. See the notice inside the north lower atrium door for allowed material in the compost. Finished compost can be used on the garden plots.

RECYCLING
RECYCLING IN OUTDOOR GARBAGE ENCLOSURE
• Newsprint: Please remove all glossy page supplements from inside your newspaper BEFORE placing in the blue bins in the garbage area. This extra effort is greatly appreciated.
• Mixed Paper: All other paper including the glossy page supplements, magazines, cereal boxes, detergent boxes, receipts, stationery, newsletters etc. go into the appropriate blue bin in the garbage area.
- Containers: Please rinse all plastic, glass and tin containers before putting them in the appropriate blue bins. Please check the inside cover of the blue bins to find out which plastics can be recycled and which cannot.
- Plastic Film: A bin is provided for plastic film. Please make sure it is clean.
- Corrugated Cardboard: NO cardboard is to be placed in the outdoor garbage enclosure.

**RECYCLING IN SOUTH LOWER ATRIUM**
Corrugated Cardboard: Allan Laity (#2) recycles corrugated cardboard outside of the community. You may leave your broken down cardboard in the storage bins in the cupboard by his lower basement door.

**RECYCLING IN SOUTH ENTRANCE TO PARKADE**
Pop and Beer cans / bottles (Canadian): Only those cans that are marked RECYLCABLE AND RETURNABLE are to be placed in the labeled blue bins.
Miscellaneous

Behavior

Loaned/donated things - Columbia Ecovillage 2009
1: Donated Items - Items donated to the community belong to the community free and clear. Related teams will decide if a donated item will be accepted.
2: Loaned Items – Columbia Ecovillage individuals or families may loan items to the community. Related teams will decide if an item will be accepted. The community is not responsible for any loss or damage for the loaned items.
3: Waiver - All community members will sign a waiver releasing the community from any liability for loss or damage to loaned items:
   I waive any claim for damages against Columbia Ecovillage Condominium Owners’ Association, and its unit owners, residents and guests for any damage that may happen to personal property that I have loaned to the Ecovillage. This means that if any of my loaned personal property is lost, stolen, or damaged, I will not expect anyone other than myself to incur the cost of its replacement or repair.
4: Loaned items must be labeled by the owner with name and phone number. The owner is responsible for making sure the label is maintained.
5: If a loaned item is no longer needed by the community, the owner will have the opportunity to reclaim the item. Notice will be posted for 14 days before the item is sold or given away.
6: Teams with loaned items will maintain an up to date list of such items.

Illegal Activities - WindSong

No illegal activity is allowed on Windsong property, including:
- Fires that do not conform to the fire regulations
- Underage drinking
- Possession or use of illegal drugs in common spaces
- Noise outside of that permitted by applicable noise bylaws
- Damage to common or private property

This is stated in Windsong’s Bylaws, and is consistent with federal, provincial, municipal and strata law.

To address ongoing safety concerns, it is proposed that two designated tobacco smoking areas are identified for a two month trial period. People using these areas are responsible for keeping them litter free. This arrangement will be reviewed at the September Community meeting.

- A bench with ashtray in front of the Craft Room wall.
- Behind the knoll where there will be appropriate seating and receptacle for cigarette butts.

Consequences: Protocol for Perceived Illegal Activities

Our first response to a perceived boundary violation is to check it out directly with the individual(s) concerned in a respectful manner. Respectful communication means:
- ask permission to speak to the individual at that time
- speak without yelling
- avoid personal attack, rather speak about the behaviour that is unacceptable
If responding to the immediate situation is uncomfortable or if it feels unsafe for the observer or the perceived violator, speak to the family or designated support people ASAP. Individuals who have agreed to be support people: Kurtis Conlinn, Howard Staples, Alan Carpenter, Tricia Carpenter, Nancy Bean, Carolyn Johnston, Carollyne Conlinn.

If the illegal behavior is a perceived safety threat and does not stop, phone the police.

**Behavioral Standards - Pioneer Valley**

**General Standards**

1. Occupancy in and use of the Condominium and its common areas is limited to owners, their guests, and such renters as are permitted.
2. These Agreements and bylaws shall apply to all owners, renters, and guests residing within or using the common areas or facilities of the Condominium.
3. Unit owners and their guest and tenants shall comply with all laws of the United States, the Commonwealth of Massachusetts, and ordinances of the Town of Amherst.
4. These bylaws may be amended by the Cherry Hill Condominium Association in accordance with its Bylaws, and these agreements may be changed by consensus of the Pioneer Valley Cohousing Community.

**Behavioral Standards**

1. No unit owner shall do or permit to be done anything in or about his or her unit or in common areas which will interfere with the rights, comfort or convenience of other unit owners, it being the intent that the Cherry Hill Condominium shall be a residential community wherein all residents shall live in a peaceful and tranquil environment.
2. No unit owner shall cause or permit to be caused any excessively loud noise which shall cause unreasonable disturbance to any other unit owner. Noises penetrating beyond the private property of the unit owner shall not be permitted between the hours of 10:00 p.m. and 8:00 a.m.
3. No smoking shall be permitted in common buildings.
4. All alcohol use shall be controlled so as not to cause disturbance to other unit owners.
5. Unit owners shall be responsible for the actions of their children, tenants, guests, licensees, and invitees.
6. All firearms shall be locked within the units, unloaded, and registered with the Association.

**Smoking**

**Smoking - Quayside Village 2006**

All residents must ensure that no secondhand smoke from their units enters other units or common areas. AGM- May 27, 2008

Smoking is not permitted in indoor common property. Smoking is not permitted in outdoor common property. This rule about outdoor smoking may be relaxed for occasional social events. Smoking is only permitted in limited common property if it is infrequent and if no one else is exposed to or objects to that smoke.
**Noise**

**Quiet Hours - Trillium Hollow**

**Quiet Hours and Privacy Cards**
The community has a Quiet Hours policy that asks people not to do construction, use power tools, or make big noises between 9 PM and 9 AM. There is a request not to use power tools in the courtyard after 6 PM.

Noise has not been too much of an issue. The insulation in the walls and the design of where the closets are seems to cut most of the sound out between units side to side. The sound does travel through the floors especially on hard surfaces and stairs. Keep that in mind and check in with your neighbors once in a while to make sure it’s working for them. Sometimes a slight change in your habits can keep the peace for and between neighbors. If your neighbor makes unpleasant noises, please approach them with kindness and understanding to find out if there is a solution that can work for both of you.

Some residents use a “card” system to indicate their preferred level of privacy. The color of the card displayed on or near the entrance of a unit is an indicator of how much privacy the resident desires:
- Green card – OK to visit.
- Yellow card – Privacy desired, but please knock if there is an urgent issue.
- Red card – please do not disturb.

Ready-made card-kits are available in the Common House.

**Noise Guidelines - WindSong 2009**

**Noise Guidelines**
- If there is a noise concern, communicate, in the moment, directly and respectfully (use eye contact, gentle tone and words and with kids to get on their eye-level).
- Consult the feedback book if unsure about how to communicate to one another re: noise.
- Post a sign outside your unit for more quiet as needed.
- It is the responsibility of WindSong residents to communicate these guidelines to their adult and child guests.

**Hancock Square**
- The Square is a hub of activity for kids play and is used by all residents to socialize, have conversations & informal meetings, collecting mail, accessing the front door, parking lots & atria.
- Use quiet, soft-wheeled riding toys only
- Limit screaming and screeching whenever possible.
- Hancock Square is the preferred location (over the atria) for more boisterous play; meetings can use the boardroom as needed.
- Post a notice about events that produce more noise than usual (after 10pm).
- WindSong hosts of guests may place a sign in Hancock Square to request quiet time as needed.
- Create a sign with a “shh finger” to the lips or a colour coded sign for Quiet/Moderate/Loud to be posted in the Square during meetings as needed.
Dining Room/Kitchen
• The Dining Room and Kitchen are used for meals and meal preparation, formal and informal meetings and events, socializing, stage performances, parties and is used constantly by members to get water.
• No wheeled toys in DR or kitchen when there are meals or events
• No running/laps in DR or kitchen when there are meals or events
• Post a sign if a quiet time is requested

Atria
• The Atria are quieter residential areas used to access each of our homes and are the front porch to everyone’s home at WindSong. The noise from activities tends to impact more residents than other common areas. Atria are also used for café parties and children playing.
• Quiet time from 10pm-8am
• Use quiet, soft-wheeled riding toys only
• Encourage fun and play, but limit screaming and screeching whenever possible.
• Move more boisterous activity to Hancock Square or outside areas when possible.
• If possible, when kids are screaming/screeching, take them inside and close the windows and doors.
• No sticks running on the railing
• Create signs on lower and upper atria doors as reminders to noise guidelines
• Sound-proof your unit as much as is possible/reasonable

Storage
Garage Storage Agreement - Trillium Hollow 2007
Goals of Agreement:
To ensure that the garage is safe for residents, vehicles, community and personal property.
To encourage equity in use of garage for storage of personal items.
To assure this common area is maintained and attractive for visitors and future purchasers.

Policy Detail
• The garage is intended for the parking of mechanically working motor vehicles and bikes.
• Personal storage is limited to the space in front of a unit’s assigned parking space. Items must be stored so the rear of the vehicle is in approximate alignment with the neighboring vehicles.
• Storage of oversized items or a large quantity of items that prevent use of a parking space may not exceed a 30 day storage period.
• A resident may elect to loan their storage space to another resident or the community for a length of time of their choosing.
• Please refer to the Parking Diagram for a map of whose car and storage are where. In general we have tried to have the unit’s primary parking spot correspond with the location of their storage wall. Due to car size and personal preferences, there are some exceptions to this.

Compliance
• The agreement is valid for all current owners, renters and guests. It is enforced by self-monitoring.
• Residents are encouraged to speak with those who they believe may not be in compliance.
Any resident may ask the board / steering team or its designated parking team to encourage compliance.

The board has ultimate responsibility for gaining compliance.

**Indoor Storage - WindSong 2006**

**Indoor Storage Safety**

A. Definitions:

1. "Combustible items" are items that will readily catch on fire and consist of, but are not limited to; paper, cardboard and cloth items (e.g.: carpeting, drapes, fabric)

2. "Flammable items" are liquids and fuels that will readily catch on fire and consist of, but are not limited to, gasoline, propane, solvents and cleaners which have the "flammable" symbol on their containers.

3. "Toxic items" and "corrosive items" are compounds that are hazardous either through ingestion, skin contact, or inhalation and include, but are not limited to, antifreeze and cleaners which have the "toxic" or "corrosive" symbol on their containers.

A. Upper atria: The purpose of the objects in the upper atrium is to be a further extension of our homes. There are certain items that are not to be stored in the upper atrium which will be listed below.

   - Personal items are to be kept in the area directly in front of each unit, and may extend only as far into the atria as the railings beside the stairwells (i.e. until the end of the first concrete block in front of the unit). Items are to be kept in a neat and orderly fashion.
   - Cleaning teams are not responsible for cleaning personal items in front of units.

3. The upper atria should not be used for storage, garbage, or for anything in cardboard boxes or plastic bags. (i.e. Cardboard, plastic bags, dried out / dead plants, visible garbage / visible recycling, loose papers or large volumes of anything that can be easily lit with a match.)

B. Designated storage areas: There are designated areas for storage of bikes, canoes, tools and equipment. Anyone owning or using these items is expected to return them to their designated area after use so as not to clutter common areas.

C. Nodes: The purpose of WindSong common use alcoves or "nodes" is for meetings and social activities. And just as the front of our homes is an extension of our homes, the nodes are an extension of our common house and therefore could be decorated with plants and other furnishings. The nodes are not considered storage areas.

   - These should include furnishings that are agreed to by those households using those areas and are not to be used for storage. Anyone using common areas is expected to return the area to a tidy condition immediately after use or within 24 hours maximum.

D. Other Common Areas within WindSong: There is to be no storage of propane or gasoline in other common areas within WindSong.

E. Lower atria: The purpose of the lower atrium is for exercise, air flow, and access into, out of and around WindSong, an emergency escape exit, and a limited storage of items in enclosed plastic containers or lockers.
1. There is to be no storage of combustible items in the lower atriums unless these materials are stored in a metal storage locker, or plastic boxes with sealed lids.
2. There is to be no storage whatsoever of flammable items in the lower atriums. Toxic and corrosive items must be stored in a metal storage locker or in plastic boxes with sealed lids.
3. Storage lockers in the lower atriums may consist of: a. Wooden storage lockers or cupboards that predate the enactment of this policy, b. Metal storage lockers or metal storage boxes obtained after the date of enactment of this policy. Such metal storage lockers must be affixed to the wall with at least 2 metal bolts.
4. Area of Storage for each unit in the lower atrium may not exceed dimensions of 3 feet high and 8 feet wide along the wall of the unit, and 2 feet 2 inches deep out from the wall of the unit. In any event no items will be stored within 4.5 feet below the level of any sprinkler head. Any locker that exceeds any of the above storage dimensions will need community approval prior to installation. A four drawer vertical filing cabinet, 1 per household, may be stored in the lower atrium provided (i) the filing cabinet is stored flush against the wall of the owner's unit and (ii) the filing cabinet is not stored within 4.5 feet of any sprinkler head. There is to be no storage of items around or beside the center columns in the lower atrium - all storage is to be flush to the walls.
5. Rules for additional storage containers in the parkade are the same as the above rules for the lower atriums. Building of storage lockers in the parkade requires community approval prior to installation.
6. Items which may be stored in the lower atriums and parkade that do not have to be stored in a storage locker consist of: a. Bicycles and bicycle trailers. Such will be leaned against the wall of their respective owner's unit or stored in an approved bicycle storage area, b. Working freezers and working refrigerators are to sit parallel to and flush to the wall of the owner's unit and are not to sit perpendicular to that wall, c. Oversize sports equipment (safely stored, such as skis, snowboards, and golf clubs) d. Furniture that is in use as an extension of the living space in your home.

F. Parkade: 1. Residents who do not have a storage locker may not store combustible items in the parkade. Other items of the resident in question than those listed in Section E (5) above may be stored as follows:
   1. The resident may store items in a limited area of their own parking spot, b. Items stacked upon each other must form a stable structure. The height of such a structure may not exceed 3 feet in height, the width of the parking spot and 2 feet 2 inches in depth. These dimensions must be reduced if the length of a vehicle of the property owner extends beyond the end of the property owner's parking space to an extent that it impedes the movement of other vehicles.
   2. Residents who have a storage locker may not store combustible items in the parkade outside of their storage locker.
   3. Flammable items may not be stored in the parkade outside of storage lockers.

G. Enforcement Procedure Note: because of the fire and other safety implications of storage in WindSong's lower atria and parkade areas, the following enforcement procedure will be in effect for Part E and F within this bylaw.
   1. The Safety Team will conduct enforcement of part E and F of this bylaw.
2. A Safety Team member who encounters a violation of the bylaw will take the following steps:
   a. Two members of the Safety Team will place a notice on the improperly stored item(s). The notification will carry a time and date of placement, details of the violation of this bylaw and the names of both members of the Safety Team issuing the notice. The Safety Team members will document the placement of the notice and notify the Safety Team Coordinator. If the improperly stored item(s) consist of flammable items, such will be immediately removed.
   b. The Safety Team members referred to in 2(a) above will locate the owner of the improperly stored item(s). Once the owner is located and informed of the Indoor Storage Safety Bylaw violation in person, the owner will have one week to remove the item(s) from the lower atrium/parkade. The Safety Team members will document the location and notification of the owner and will inform the Safety Team Coordinator of such,
   c. The WindSong member who is told about the notice has three options.
      Option 1: The owner is to remove or properly store the items in question within 7 days.
      Option 2: The owner can make an agreement with the contact person of the safety team to create an extension to the time that it will take to remove or properly store the items. This extension is to be a maximum of two weeks.
      Option 3: The owner can do nothing and so receive a fine of $50.00 levied by our WindSong Cohousing strata (through our finance team). The owner then has another 7 days to remove or properly store the items to avoid another fine. Should the owner fail to remove the improperly stored items after 7 days, a $50.00 fine will again be levied against the owner and this process will repeat every 7 days thereafter where the owner does not remove the improperly stored items.
   d. The removal and disposal of the improperly stored item(s) is the responsibility of the owner. The Safety Team will not remove such unless leaving the item(s) in place will immediately compromise the safety of WindSong,

H. Exceptions:
   1. Renovations: Owners of units who wish to conduct renovations to their units may receive an exemption from the Indoor Storage Safety Bylaw set out in Sections A and E(1) above provided the following criteria are met:
      a. The unit owner and the Safety Team Coordinator mutually agree upon a completion date for the storage of renovation materials.
      b. The unit owner informs the Safety Team Coordinator of any delays in the renovation process. An extension of the renovation period may be granted provided the renovations are actively proceeding,
      c. Should the renovation become inactive for more than ten days, the exemption to the storage rules will be revoked and the owner must immediately adhere to the Indoor Storage Safety Bylaw.
      d. All items stored during the renovation period must be stored in a safe manner. Items may not extend into the centre of the lower atriums and, if stacked, must form a stable structure not more than 3 feet high, 2 feet 2 inches deep and along the wall of one’s unit which can vary from 4 feet to 8 feet wide.
2. Moving: When members are moving in or out, there is a grace period of one month for completing that process unless otherwise agreed to by the five closest neighbours. This does not include any storage or use of the common areas that the Safety team deems to be a hazard, such as storage of flammables.

3. Other exceptions: Anyone wanting to be excepted from the terms of this policy must get approval from their five closest neighbours. There will be no exceptions which create a hazard to the community. All decisions regarding the above made by the fire marshal supercede any and all sections of this Indoor Storage Safety Bylaw.
Participation and Work

Participation - Columbia Ecovillage 2009

Participation
The following proposal is intended as a point-of-departure. The Participation Team developed this system based on a review of other cohousing communities and input from Columbia Ecovillage members. The initial system will be reviewed periodically and refined as appropriate.

Preamble
Residents of Columbia Ecovillage enjoy a wonderful landscape and network of buildings, paths, and other elements that are held in common by the Community. Care and improvement of these elements are necessary so that the property is maintained and quality of life for residents enhanced. Meals are also a central component of community life. A participation system is important for getting the work done, building community through working with our neighbors, and minimizing Homeowners Association dues. The Columbia Ecovillage participation system is designed to facilitate joyful and equitable sharing of the work necessary for a functioning community.

Requirements
The following participation requirements should be viewed as the minimum or basic amount of work necessary to keep Columbia Ecovillage running. Residents are encouraged to consider how the community thrives when members contribute beyond the minimum.

Adult community members 18 and over are required to:

- Actively participate on at least one Team.
- Participate in four ½ day work parties per year, or equivalent work party related hours.
- Work eight hours per month on tasks defined by Teams, including at least one task pertaining to meals (e.g., cook, prep, clean) per month. Board members’ work counts toward their monthly hours except they must still sign up for at least one food task per month.
- Renters – Participation by renters is strongly encouraged. As per the By-laws, it is the responsibility of renters and homeowners to determine whether the renter will complete the participation requirements assigned to the Unit, and if so, for the Owner to notify the Board in writing of such agreement. In the event that the renter does not fulfill the participation requirements for the Unit, the Owner is solely responsible for any fees or penalties accrued.
- Children – A requirement for children will be developed in consultation with the Children’s Team. This is likely to include requirements for a range for ages (e.g., 5 to 8 years old, 9 to 13, and 14 to 18).

Accountability
Periodic review – The Participation Team will periodically check in with residents and Teams regarding how the system is working and propose revisions to the system as appropriate.

Tracking
Participation requirements will be tracked for the first few years as a way to organize tasks and assess what is required for the Village to run well. The Participation Team may propose eliminating the tracking of hours if this seems appropriate and in the best interest of the Community.

Barter, Buy, Bank
Residents may barter (trade tasks) or buy (pay someone) with other residents, or bank (stock) their participation hours, except for one meal task per month. A cap or other restrictions may be placed on banking (e.g., not cleaning the bathroom every day for 4 days to stock up the month of bathroom cleaning). When residents barter or buy, the hours are entered in the ledger of the person for whom the hours are accruing (e.g., I take care of Sally’s cat while she is on vacation so she works 2 hours for me and enters the 2 hours in my ledger). The intent of this option is to accommodate circumstances when it is difficult to fulfill participation requirements; the option is not intended to provide residents a mechanism to regularly opt out of participation in the functioning of the Village.

Incentives – On a quarterly basis, each resident’s participation hours will be calculated and residents who have not completed their hourly participation commitments will be assessed $20 per hour not completed. The payment of fees is not meant to be a regular means of fulfilling monthly participation requirements. Residents are encouraged to reflect upon how the Community is impacted by their participation (or lack thereof). A reward system for residents who consistently go “above and beyond” may be developed.

Unique Circumstances – Special dispensation will be made on a case-by-case basis with residents who are unable to fulfill their requirements (in consultation with the Process Team if appropriate).

Defining, Signing Up For, and Recording Jobs/Tasks

• Teams identify and define jobs/tasks, including a clear description of what the job entails and how many “hours earned” the job is worth.

• Teams are responsible for “quality control” – e.g., did the job get done and was it completed properly. If there are questions or issues, the Team attempts to reconcile this with the person that signed up for the task (e.g., check-in about what happened, gentle reminder about what the job entails). If necessary, the Team can request assistance from the Participation and/or Process Team.

• Each quarter/season, Teams will identify the regular jobs that need to be completed for that quarter. The Participation Team will work with Teams to help develop a list of tasks/jobs that is appropriate to the total number of person hours available.

• A system will be devised to handle ad hoc jobs.

• Jobs will be posted on a common area board where people can sign up for the jobs that they want. (A sign up rotation system may be instituted in the future, e.g., alphabetical, or by unit).

• When a person completes a job/task they will record their job on a record sheet kept near the sign up board. They will also record any volunteer hours contributed.”

• When a person completes a job/task they will provide the Team with their name and the hours it took to complete the job. This information is collected so that the Team can confirm that the defined hours earned are on track and modify if appropriate. The collection system for these “chits” will also be stored by the sign up board and personal time sheet records.

• One job will be to record person hours into a master database for the purposes of calculating required quarterly hours and other record-keeping.

• Appropriate Teams need to be identified for care and cleaning of common interiors, building and facility maintenance (including trash and recycling), and animal care.

Banking Hours

Hours accumulated in addition to the quarterly requirement may be banked for future use. Residents can bank up to 3 months’ worth of hours to be used at the resident’s discretion, with no expiration of banked hours. Banking more than 3 months worth of hours may be negotiated with the Participation team and approved by the Participation team and the CEV Board of Directors. The Banking policy will be reviewed in January 2011.
Labor Policy - EcoReality 2008

Labour Policy

• Each resident/member is required to work one hour per day on co-op administration and/or operations. (Capital improvement projects have their own budget for hours and those hours can be exchanged for Class B shares).

• Non-resident members are required to work 10 hours per month on co-op administration, co-op meetings, farm operations or activities on members weekends.

• Hours other than group meetings, work parties or activities must be worked on approved operational and administrative tasks. Tasks get approved by submitting a project page to the wiki, as determined (and recorded) in operational meetings or by a steward determining an immediate need and consulting with the project manager.

• Should a member not work the required hours in one month, they will be required to pay $15 per hour for the hours short to the co-op. This is due on the 15th of the following month.

• Hours must be recorded monthly and sent to the finance steward no later than the 15th of the following month.

• Community labour is intended to be performed in the month required. In special circumstances, a member may request beforehand that their hours be 'banked' for some period of time. This request will be approved (or not) by the steward of a particular project, or by the members if the excess labour is of a general nature.

Work – Pioneer Valley 2001

Work

All community members are asked to honor the guideline of 6 1/2 hours of community work per month, and Associates four hours of work per month. Community work includes all work done through work teams, committees or independently.

REQUIRED WORK/EVERYONE REPORTS TO SOMEONE

• Each community adult member is expected to do community work. This agreement will be implemented in a way which 1) minimally intrudes on people’s privacy, and 2) assures the community as a whole that, if some person is doing little or no community work, the situation will be brought to that person’s attention and discussed (in a private forum).

• Everyone will either join one of the four existing work teams or choose one of the work team coordinators to be her coordinator (without being on the work team). People not on a work team will have to make sure that their coordinator knows what they are up to.

• Each Work Team Coordinator will keep track (formally counting hours or just keeping a pulse on each individual’s situation) of all the work done by people on her work team and by the people that they coordinate who are not on the team. If work hours are short, a Work Team Coordinator will aim to get the essential work done first and may encourage people to work more when circumstances call for it.

• There will be no penalties for not working “enough” hours, but the Work Team Coordinator will inquire into the situation whenever an adult is working less. For that reason it is important that each adult on a work team be comfortable with his or her coordinator.
COMMITTEE LEADERS

- Each of the committees (Kitchen, Common House, B&G, etc) will designate one Leader who will oversee the work for the committee and communicate the work needs of the committee to the four Work Team Coordinators. The Leader is also responsible that nothing falls through the tracks in that committee’s area of responsibility. A committee may consist of just the Leader.

- Formalizing the roles of Committee Leader and Work Team Coordinator is aimed at creating a culture of responsibility. We believe that individuals are accountable, rewardable and communicable in ways which groups are not.

- The HUB will consist of at least the four work team coordinators and the Kitchen Leader.

- The Hub will make sure that every adult neighbor has someone to whom to report and that each committee has a leader.

- The Hub will designate one of its members to be the liaison to committees.

- The Hub will investigate and report on the current status of committees and explore a mechanism to assist people in changing their committee memberships.

- The Hub will meet regularly, aiming to coordinate all the community’s work.

Work Share - Trillium Hollow 2007

Work Share

A fundamental tenet of Trillium Hollow is that residents should all feel vested in this place we call home. Participation in work share at Trillium Hollow is a requirement set forth in the by-laws. As part of living at Trillium Hollow, all residents are expected to participate in work share because it fosters a sense of community and it saves money that would otherwise need to come out of HOA dues for maintenance of the buildings and grounds.

As of February 2007, the community agreed to work with a policy for six months that requires each unit to contribute to work share five (5) hours of time per month, plus 3 hours per resident 16 years old and older. In September 2008, the community began conversations to review and/or adjust the work share policy as needed to insure the upkeep and maintenance of all aspects of the community assets, processes and relationships.

Tracking work share hours is a vital part of the process for evaluating the work share policy and budget. Residents (both owners and renters) are expected to report monthly work share hours by e-mail or hard copy to Joan B. Work share projects are identified by team leads and posted on the door of the common house at least once per month. The first Saturday of every month there is a work party where a group effort drives towards completing a big task such as removal of invasive plant species, sweeping the property, landscaping, etc. There is a community lunch served on work party days and all residents (not just those who are working in the work party – some residents contribute to work share without participating in the work party) are encouraged to eat together to build a sense of community and to honor everyone’s contributions toward the maintenance of Trillium Hollow. There are many jobs that need doing on a regular basis including: keeping the laundry room neat, regular cleaning of the garbage area, keeping walkways, stairs and the courtyard clear of leaves and debris, etc.

For more specific instructions on available work share tasks seek out the team leads for the Landscape, Common House, BAG and R&M teams.
Some community activities do not count toward monthly work share hours such as:

- attending team meetings, except for one meeting per month for the Board and the Steering Committee.
- Meal Club is a separate activity and does not count as work share hours except when you do double duty (step in and cook or clean up beyond your expected time).
- Participation in community events does not count but hours spent preparing for the event or cleaning up after the event do count.
- Meal club coordinators hours do count towards work share.
- The After School program, organized under the umbrella of the Children’s Team, also does not count toward Work Share, unless a person covers more than one day per week or fills in for another person.

The above is meant to help residents understand what work share entails. Clearly there is much to be done to keep our home beautiful. In addition, one can take the initiative if he/she sees something that needs to be taken care of by bringing the task to the appropriate team lead for approval as an appropriate work share task.

For the specific terms of the community agreements about work share, see the policy, below:
Community Work Share Policy, Consensus February 4, 2007

Trillium Hollow was founded as a participatory, self-governing and self-maintaining community. This policy provides the basic framework for defining our goals, setting our standards, and guiding our participation in the work of the community. Guidelines for implementing this policy are published as part of the Trillium Hollow Resident’s Handbook.

Defining Community Goals
As a community our goals include maintaining the physical structures that house the community as well as the intangibles that make up our social, intellectual, and spiritual life. The community as a whole will define our goals through the Home Owners Association meetings, community teams and the annual budgetary process. While a large part of our work will be directed toward the physical upkeep of our physical plant and property, efforts directed toward the enrichment of community life will also be recognized as work.

Categories of work—Tasks and projects
The community teams will define, prioritize and assign an estimated time for the completion of the tasks within their areas of responsibility. A community member who identifies a task that is not listed can request that the appropriate team add it. If there is some question as to which team the task should fall under, the Steering Committee will work with the team leads to determine what team the task will fall under. Once a task is accepted by a team it will be added to the task list for that team.

In addition to tasks there will be projects. Projects are activities that are not reoccurring, generally involve several phases such as planning, consensus, and implementation, and may have a separate budget. Projects need to be scheduled, have an assigned coordinator, and have milestones to assist with tracking progress.

In general tasks not on the list and projects not sponsored by a team, the Board or the Steering Committee should not be undertaken and will not count toward fulfilling an individual’s commitment.
An exception is allowed in order for an individual to prepare a proposal to be presented to the community. As a general guideline no more than three hours should be claimed for the development of a proposal.

Hours required
Each of the 29 units at Trillium Hollow will contribute five workshare hours monthly plus three additional workshare hours for each resident 16 years or older. For example, a unit with one adult resident would contribute five hours for the unit and three hours for the adult, for a total of eight hours. For a unit with two adult residents it would be five for the unit and three for each adult for 11 hours.

Hours will be recorded by the month and tallied every six months. A single adult unit would be expected to contribute 48 hours every six months and a two adult unit would contribute 66 hours. This will allow flexibility for personal work or travel schedules, for changes in seasonal workload, and for those unexpected events that sometimes pop into our lives.

Claiming and Monitoring Tasks and Recording Hours
The community teams will have the responsibility for seeing that tasks within their area are claimed by a community member and that each task is completed successfully. The team leaders will assist with maintaining a task list of claimed and unclaimed tasks that will be posted in the Common House. Community members may claim a task on an ongoing basis or they may select from unclaimed tasks each month.

New Residents
An orientation that lays out the specific requirements of the workshare policy will be included as part of the Path to the Neighborhood. Once a new community member (whether owner or renter) has established residency at Trillium Hollow they will have two months to determine what team(s) they would like to join and what tasks they wish to take on. The Steering Committee, their New Resident Buddy, and the Team leads will assist the new member in becoming familiar with available tasks and how to record hours. At the end of two months the new community member will be expected to fully participate in workshare and to maintain membership on at least one committee.

Non-participation
If a new resident is not participating after their first two months or an established resident fails to fulfill their obligation for two straight months without making prior arrangements with the Steering Committee, the Steering Committee will request that a small group of facilitators visit with the person to discuss the situation. Efforts to assist a member will continue for two months. If after that time the member still does not fulfill their obligations to the community the matter will be referred to the Board of Directors.

Trillium hosts monthly Saturday morning work parties which everyone is encouraged to participate in. It’s as much fun as it is work, provides a sense of accomplishment and pride, and a great way to get some outdoor exercise and connect with your neighbors. There’s always a yummy lunch provided for those who participate.

Note 1: The Trillium Hollow by-laws state that each resident must participate in at least one team.
Community Contributions Policy - WindSong 2001

Community Contributions Policy
WindSong is a community that values contributions. It is our desire that every household participate in the following system.

Purpose: The Community Contributions System is designed to inform, facilitate and coordinate contributions.

1. Building maintenance, outdoor maintenance, cleaning and administration functions are the responsibility of the community.
2. Every household in the community must contribute to carrying out the above responsibilities.
3. Each household’s contribution is based on the number and ages of the people in the household. The rationale for this item is that children should be included in the calculation of each household’s contribution and that the contribution should be based on a particular number of hours per person.
4. Each household has the option of contributing work, money (to pay for others to do their part of the work), or a combination of work and money.
5. Each grouping of tasks has two or more coordinators whose responsibilities would be:
   - identifying tasks and standards, informed by other members of the group as well as the wider community.
   - making sure tasks are done to agreed upon standards and on time.
   - being the liaison and communications person for the area and reporting to the community on a regular basis.

Each person who lives at WindSong will choose how to contribute in a way that they feel comfortable with and in consultation with WindSongers.

Implementation:
Cleaning and Maintenance cover 8 basic areas and will involve about 3 hours per person per month.
A team structure for accomplishing tasks was approved.
CCS time can be averaged over 6 to 12 months instead of contributing 3 hours every month.
Pay option for CCS (not a part of the policy at this time).

Community Contribution System (CCS) Policy

1. The intention of this proposal is to restructure the CCS to more equitably distribute the workload for sustaining Windsong as a community that is secure and comfortable and fun. The proposal includes structures to identify the characteristics of the various jobs that need to be done, to identify jobs that are not done, and to gather information needed to make decisions about what to do about work that is not done. This proposal is not intended to address all the issues of the CCS at this time. Other factors such as expectations of cleanliness will be addressed by the community later. It is hoped that through this restructuring we can enhance our communal life at Windsong through pooling our collective spiritual, physical, and intellectual energies. The spirit and intent of this CCS proposal is "Not about who is watching whom, but about who is watching what." Think about the analogy of being lost in a forest. Alone, we each have a limited field of view, and to be able to understand where we are in this forest we can help each other out and borrow each others' eyes to see the total perspective of the forest, the trees - right down to seeing the leaves. This proposal is about borrowing upon each other’s eyes to increase the collective intelligence of knowing where we are at, and how to best sustain the environment upon which we depend for our communal existence.
maintenance is simply too big for two or three people to look out for. We need to borrow everybody’s eyes to really know what needs doing to maintain the fullness of WindSong’s well-being, including social connections and social events. The idea is that we would all depend on each person at Windsong: on you, to use your eyes to take on a particular area, look after it, and tend it in the best way you knew how, and to get help to keep it well when you thought that this area needed some help. You would also be in the best position to let other people know, those who wanted to know, how this area was doing. Other people would ask you "How is your area doing? Is their stuff in your area that concerns you? How might Windsong help with this? What do you think your area needs help with?" Windsong is also simply too big a place for two or three people to handle, they simply do not have enough hands /energy / time to look after all of Windsong. So we need to borrow each other’s hands by having people handle their particular areas in the way they think will best help Windsong thrive (cleaning, maintenance, social connections), or to borrow people’s alternate energy source, money, to hire extra hands in order to ensure that Windsong is handled well.

With respect to an honour system, no one is going to be questioning anyone about submitted hours. However, it would be useful to know how much time it takes to take care of Windsong in all of its dimensions (cleaning, maintenance, social connections). We are each different in the way we see things. Some of us see "things" better than others. We see when things are "out of whack" or broken, or need fixing. Some of us see "energy" better than others. We notice when the energy in Windsong needs tending. And some of us see social connections and disconnections better than others and can tell what needs doing. We can use everybody’s different way of seeing things. All of these ways of contributing one’s eyes and hands matter.

This is the intended spirit of the CCS Proposal.

2. Accountability. Each household must do an amount of work based on a minimum amount of 3 hours / month for each adult above the age of 19, or the equivalent of $30 / month. (e.g. a household consisting of three adults over 19 will need to account for its minimum quota of 9 hours / month total, or $90 / month).

How It Works: A "descending balance" 3-month quarterly CCS system is proposed. Let's take the example of a household consisting of one adult over 19. This household writes a cheque to the CCS admin team for $90 at the beginning of a three-month CCS period ($30 x 3 months). This cheque is cashed. This household keeps track of a detailed list of jobs done, with times taken to complete these jobs, and submits this list at the end of each month to the CCS team. The rationale for individuals and households submitting these detailed lists is to facilitate team coordinators to know what is getting done, and equally importantly what is not getting done so that these gaps can be addressed. In trying to create a sustainable and do-able system, we need to use everyone’s eyes so that the team coordinators and overall CCS admin coordinators can focus more on addressing gaps. Team and admin coordinators will not have time to check all areas and address gaps. Let’s say that for this 3-month period, this household met its overall quota for two of the three months, i.e. 6 hours of the required 9 hours were contributed. At the end of this 3-month period, this household will need to write another cheque for $30 to top up their contribution dollars for the next CCS period. (i.e. based on 6 hours worked, this household would have a remaining positive balance of $60 and would owe $30 to CCS for 3 hours not worked).

In the case of households that have renters, it is the owner’s responsibility to issue cheques for that household, as well as submitting a detailed list of jobs done and hours contributed per month to the CCS admin team for accounting.

Outstanding Accounts: Any household’s CCS contributions that are owing will be cumulatively added to that household’s strata fees, and will be treated the same as strata fees that are in arrears, with a lien placed against the unit, to be settled prior to the resale of that unit.
• If a household's CCS account is in arrears of one CCS quarter, the situation will be brought to a community meeting.

• Each CCS quarter, a community wide list of all areas and jobs getting done and not getting done will be posted for the community to view the overall tracking of Windsong.

• Names of Windsongers responsible for individual areas (e.g. laundry room, gutter maintenance etc.), of team coordinators responsible for larger areas (e.g. North Outdoor Team, Common House Team etc.) and of overall admin CCS coordinators for Windsong will also be posted so that members will know who to communicate concerns about gaps noticed and/or appreciations for the tasks getting accomplished in these areas.

• Household contribution hours will be tracked separately from tasks getting done/not done and will be the sole concern of CCS admin coordinators as necessary to maintain the CCS accounts.

• How households choose to contribute is their choice based on the jobs available through the team system and work bees.

• A household may choose that one adult member of that household will contribute most or all of that household's minimum CCS quota.

• Households who contribute a greater number of hours than the minimum during a certain CCS quarterly period can apply these additional hours to another CCS quarter as judged by the individual. (e.g. A household of 2 adults may have contributed a total of 35 hours in one CCS quarter, due to a building and maintenance project that required intensive work. This household can apply the surplus of 17 hours to another quarter).

3. "Who Is Included in CCS."

• All adults 19 and over will be expected to contribute time and/or money to the CCS system. This includes renters and adult children.

• Residency- After one month of living in Windsong, any adult over 19 is considered a resident and is automatically included in his/her household's monthly CCS quota requirement.

• Children under 19 are expected to contribute but are not required to give a specific amount of time or money towards CCS.

4. Coordination & Tracking System.

The CCS team proposes that a 3-level coordination system be used to track which jobs are getting done, and more importantly which jobs are not getting done and that need to be filled, or brought to the community's attention for further decision. Does the community want to invest the effort of time and/or money to ensure that the job gets done, or are we willing to let this job go?

Level 1: Individuals. All Windsong adults are responsible for the ownership of a particular job and/or area that they have signed up for. That individual keeps track of how consistently the job gets done, how long it takes to do the job, and his/her own CCS hours that become a part of his/her household's total monthly CCS quota. Since the definition of CCS is broad, individuals are encouraged to find some kind of job that fits their ability. At a minimum, it is the individual's responsibility to communicate any gaps that he/she notices to the team coordinator, including if their job is not getting done. e.g. A Windsonger has taken on the responsibility for the laundry room. He regularly sweeps, mops, and empties the garbage, but notices that behind the machines is very dusty. He doesn't want to take this on as well, and communicates to the common house coordinator that this is something that probably should be done, but that he's not going to do it. As well, when he is too busy in his personal life to maintain the laundry room, or when he is going to be away on vacation, or sick, he communicates this gap to the common house coordinator who will then seek to address this.) In this way, team coordinators can track gaps in
the system and enlist help to get the job done, either by letting the community know that this job is available, or by hiring someone to get the job done.

Level 2: Team Coordinators:

Each team coordinator is responsible for tracking a particular area of the current CCS job sign-up sheet. Depending on the area or team, it may be preferable to have 2 coordinators for a given team. If team coordinators cannot be found, we may consider paying someone. Team coordinators are responsible for supporting individual coordinators in tracking gaps, as well as what is getting done, and have the power to hire out and pay people to do jobs that no one in Windsong is willing or able to do. Team coordinators are also responsible for tracking their overall area with respect to minimum standards, and to communicate such standards, and can request support from the CCS coordinators (see below for definition). Team coordinators are also responsible for organizing blitzes periodically. The time spent coordinating will be tracked by team coordinators, and submitted as part of their own household's CCS monthly quota. In tracking the time that coordination takes, the community will be able to see how many hours it takes to run and maintain Windsong.

Level 3: CCS Admin Coordinators:

CCS coordinators will create and track the overall accountability system, create the communication systems that will help individual coordinators and team coordinators track gaps, support the team coordinators to help fill job gaps, orient new people to the system, and keep track of and balance the quarterly CCS household accounts.

• We propose that 2 CCS coordinators share this task.
• The CCS admin team is responsible to the community to maintain and track the overall CCS system.
• Any community member can approach the CCS admin team with any questions regarding the status of any particular area or job concern in the overall maintenance, sustenance and well being of Windsong.
• The time spent coordinating the overall CCS system will also be submitted by the coordinators as part of their own household's CCS monthly quota.

Maintaining accountability 2008

Background:
"One of the most common sources of conflict in a community occurs when people don't do what they say they'll do." (Diana Leaf Christian) This policy establishes a protocol for creating a system of accountability at Windsong.

Policy:

When Windsong or a committee agrees to have a task done the following steps occur:

• A task is identified
• The task gets assigned to a committee and a specific person(s). The committee defines the tasks and the amount of time to complete the tasks.
• The tasks gets reviewed at each meeting until it is complete.
• Each committee (team) creates a buddy system, where everyone is assigned another group member to call and courteously inquire, "Did you do that task yet?" without shame or blame.
• When the task is complete the person(s) is (are) acknowledged.
• If someone still frequently fails to do what they say they'll do then the "Graduated Series of Consequences" will be used (this policy still to be established).
Property Management - Yarrow Eco-Village

Property Management

Purpose
1.1 Effective and efficient property management will support our vision and the strategies related to minimizing ecological impacts and conserving resources. It will ensure that:
• tenants have a point of contact about maintenance issues;
• necessary maintenance is done on a timely basis;
• the property is clean and in good order;
• the storage of trailers and other items on the property is managed in YES’ best interests, and
• visitors to the ecovillage are referred to the appropriate contact person.

Objectives
2.1 In carrying out property management tasks, all members will strive to see that:
• property management matters are dealt with effectively;
• there is accountability for property management to the YES community through the Land Stewards;
• property management services are economical; e.g., determining the least costly means of completing work either through use of members’ labour or competitive bids;
• emergency repairs are completed quickly;
• ES members are involved as much as possible in property management;
• work parties are organized encouraging YES members to volunteer time.

Property management administration
3.1 The Land Stewards are responsible for overseeing the property management function and reporting to the general membership.
3.2 The Land Stewards will select a property manager from among members who live on, or in close proximity to, the farm.
3.3 The Land Stewards will act as a resource and meet with the property manager on a regular basis to discuss property management issues. The property manager will itemize issues that need attention and will bring the list to the Land Stewards for discussion.
3.4 The property manager will be paid monthly based on their recorded hours of time spent doing work. The property manager will be remunerated at the rate of $15.00 per hour for property management tasks, the breakdown will be $10.00 cash and $5.00 sweat equity, unless the manager wishes a greater share paid in sweat equity. Work other than property management will be paid at the rates stipulated in the payment schedule section (5.3). The maximum cash payment will be $150.00 per month (at least $50.00 of the monthly budget being dedicated to purchases), unless authorized by the Land Stewards and Admin Teams.
3.5 Major property management tasks (i.e., of more than one or two hours duration) will be advertised to the entire membership.
3.6 The property manager may share the role of property management as long as there is only one point person accountable to the group.

Duties of the property manager
4.1 The property manager will:
• Carry out maintenance tasks for houses and buildings or hire members to do the work.
• If there is no member to do the work or the objectives are better met by contracting the work, the property manager will obtain quotes and select a contractor to complete the work.
• Oversee that work is carried out in accordance with job specifications or a contract.
• Manage the rental of trailers to ensure good service to clients and maximize revenue for YES.
• Arrange for lawn mowing, brush cutting and general yard work for the common property.
• In consultation with the Land Stewards, set up lists and define tasks for workbees.
• The Property Manager’s responsibilities are limited to the residential area, i.e. the front five acres of the Ecovillage property.

4.2 The property manager will hire members to do maintenance work including, but not limited to:
• Removal of garbage from clean-up and demolition activities;
• building tasks such as creating workshops and working on spaces that may generate revenue. Note: This does not include work for the farm team, which would be arranged separately by the farm team;
• maintenance tasks.

4.3 The property manager will facilitate work parties.
• A work party consists of members who are willing to volunteer work without any set time or arrangement.
• Work party participants do not commit to completing the job but offer whatever time and skills they have.

Payment
5.1 Payment for work is determined when the property manager has set standards for the performance of the work within a particular time frame. The property manager will negotiate a value for the work to be performed by estimating the number of hours and level of skill required for the work.
5.2 The value of the work is to be determined before the work starts. If during the course of the work the job changes significantly then a new price will be determined prior to continuing with the job.
5.3 The following rates will be used as a guide for predetermining the price for the work, depending on the ability of the person doing the work:
• Unskilled labor (such as clean-up) - $10.00/hr.
• Semi-skilled labor - $15.00/hr
• Skilled labour and trades - $20.00/hour

Example: Assume a cleanup job is estimated to take 8 hours. The contract price for the job would be $80.00. If the person does it in 6 hours then they still get $80.00. If it takes 12 hours they still get $80.00. If the job has significantly changed it can be renegotiated prior to completing the changed work.
5.4 Payments for work will be made in sweat equity credits towards home/business purchase. The administration team and land stewards require prior approval if cash payment is required.
5.5 The property manager will keep records of the work done and the amounts paid (in cash or sweat equity) for all jobs.
5.6 If the property manager wants to do work other than property management a “designated” property manager will negotiate the value of the work with the property manager prior to work commencing.

Approval of Work
6.1 The Land Stewards will approve maintenance work, including materials, over $150. The administration team and land stewards will approve any work over $500. Any work over $2,000 will be approved at a general meeting.

Tenants’ responsibilities
7.1 Tenants are responsible for keeping gardens, steps, walkways and driveways adjacent to their house/business in order.
7.2 Tenants will contribute to yard work (e.g., leaf raking) along with other members on a voluntary basis.
7.2 Tenants are responsible for minor repairs of up to $30.00 per month, plus taxes, in material expenses. This includes minor items like light bulbs, furnace filters etc.

Budget
8.1 A budget for property management will be established on an annual basis.
8.2 Funds will be dispersed from the property management budget.
8.3 General construction funds will come from budgets established for particular projects.

Payment
9.1 Project management work will be paid 50% in cash and 50% in sweat equity. Other work will be paid in sweat equity unless we cannot find members to do the work for sweat equity.
Pets

Pet Policy - Creekside Commons 2005

Pet Policy - Creekside

Background:
Ronaye provided background information and a sample pet policy which was distributed to members via e-mail. A group of members, representing 8 of the 10 equity members, met in person and with written comments on September 25 and drafted a pet rule. This was presented to the General Meeting on October 3 and adopted unanimously.

Values:
• Clarity: We want prospective equity members to know what is expected of them in regard to pets at Creekside.
• Timeliness: It is important to have this in place so that new members can make their decisions based on current information.
• Consistency: We want everyone to be treated fairly.

Rationale:
Because we believe pets are an important element of a healthy balanced community and that some people are uncomfortable with animals in their personal space, it is important to have these rules in place so that equity members know our intentions.

Proposal:
Principles
• Pets are an important element of a healthy balanced community and people have a right to enjoy pets within our community. We welcome the inclusion of pets and value them as teachers and companions.
• People have a right to live in our community without being disadvantaged, made uncomfortable and/or endangered by pets. Some people are afraid of unleashed dogs and some people are allergic to pets, with a wide range of severity.
• Unsupervised pets can be destructive to the environment. This impact can include:
  - Destruction of members’ gardens
  - Reduction in the wild bird population
  - Disturbance of natural plan communities
  - Disturbance of fish and other wildlife in wetlands or creeks

Guidelines
The following restrictions on pets will apply:
• Domestic cats, dogs, small birds, small fish, and small caged animals are welcome in the community.
• No animal that has attacked a human or domestic animal without provocation will be welcomed into the community or allowed to stay if it is already in the community. As well, Staffordshire Bull Terriers, American Pit Bull Terriers and any dog generally recognized as a pit bull or pit bull terrier including a dog of mixed breed with predominantly pit bull or pit bull terrier characteristics will not be allowed in the community.
• Any animal that does not fit the above needs to be approved by the community as a whole.
• A maximum of two dogs OR two cats OR one dog and one cat will be allowed in each private unit. NOTE: We want this statement in our strata by-laws
• All pet owners are expected to maintain their animals in disease free condition either through vaccination or by implementing naturopathic methods of pet care.
• Dogs are only allowed on common property when on a leash. This includes the non-developed areas, in particular the creek and covenanted areas (where cumulatively they can cause significant environmental impact). Exceptions MAY be granted if it can be demonstrated that the dog is sufficiently trained to be under control at all times. Exceptions must be approved by the community.
• Dogs are allowed to be unsupervised in limited-common space back yards, provided they are not annoying other members by barking.
• Cat owners are responsible for the actions of their cats and for ensuring that they do not adversely affect other residents. Owners are expected to control their cats, and to ensure that other residents are not negatively affected by their cats’ behaviour.
• Due to concerns about birds, members are encouraged to bring their cats inside from dusk until dawn (when primarily they hunt). It is strongly encouraged that cats acquired after moving into the community be “inside” cats.
• Pet owners must retrieve and dispose of their pets’ excrement on ALL common property and other members’ private yards. In the event that it is not clear which pet is the culprit, any owner of an outdoor pet can be considered responsible for cleaning up pet excrement in outdoor common areas upon notification.
• All cats and dogs must be either spayed or neutered, unless specifically granted an exception by the community.
• No pets will be allowed inside common buildings.
• Pet owners are responsible for repairing any damage done by their pets in the common areas.
• Any behaviour by pets, which concerns a resident, should first be discussed with the owner. If the problem cannot be resolved directly, it can be brought to the community.

**Pet Policy Clarification 2007**

Background: Members expressed concern that once the maximum of 12 dogs (as per the pet bylaw) is reached, new members with dogs could be refused equity membership. It is of high priority that remaining units be sold before move-in. A concern was also expressed that the bylaw in no way dictates a distribution of dogs throughout the community. Currently there are significantly more dogs in the third cluster and significantly fewer dogs in the first.

Values: Self-selection process for new members has worked very well to date. Our value of beauty and peace may be facilitated by attempting a balanced distribution of dogs throughout the community.

Rationale: It is of high importance that this clarification be made so that the sale of units can proceed once we reach the quota of 12 dogs.

Proposal:
1. The pet bylaw will stand as currently written in the disclosure statement.

The clause: “Any pet other than those noted above must be approved by the strata council” is interpreted to mean that the strata council (before we become a strata, Creekside Commons
Development Inc. and all its directors serve this role) has the power to decide if more than twelve dogs will be permitted at Creekside Commons at any given time.

2. The Development Committee will be given the power of deciding if the twelve dog limit needs to be passed in order to sell the remaining units.

3. The Pet Committee will keep count of the number of dogs owned by equity members and will inform the Development Committee of the number and distribution of dogs when the number reaches twelve.

4. To attempt to balance dog numbers throughout the community members of the Development Committee who facilitate equity member meetings will ask potential equity members who own dogs to consider selecting home locations in clusters that have fewer dog owners. This discussion will take place before their equity meeting.

**Pets - Quayside Village 2006**

*Pets*

1. Pets are valued members of the community. Members of the community should be able to enjoy pets.
2. Pet owners must take primary responsibility to ensure that their pets do not disturb or become a nuisance to others. Other community members may take responsibility.
3. Pet owners are responsible for cleaning up after their pets.
4. The Common House Dining Room/Kitchen and Dome Room are dog-free areas.
5. All indoor common areas are cat-free areas.

**Strata Rules- May 27, 2008**

1. All cats and dogs must be spayed or neutered unless they are indoor animals.
2. The keeping of exotic animals is not allowed. “Exotic” is determined by community agreement.
3. Pit bulls and other attack dogs are not allowed.

**Pet Policy - Trillium Hollow 2006**

*Pet Policy*

**Pet Policy / Community Expectations**

After eight years of careful thought and consideration Trillium Hollow adopted a pet policy in February, 2006. While not wanting to restrict our choices we have learned some lessons over the years and found it necessary to record these lessons in the form of a policy. In summary, unescorted pets are not allowed outdoors both for their safety, as well as the protection of our vibrant natural wildlife.

Pets are a personal choice but it is good to keep in mind the needs of the community when making pet choices. While we do have a good degree of privacy, sound carries within the courtyard. Therefore, loud pets tend to get annoying rather quickly. Also keep in mind that only a few units have direct access to the outside so it is necessary to take a dog out and downstairs any time it needs to go outside. This also tends to limit exercise so very energetic breeds are not a good choice for pets.
Other than treating all animals with respect and kindness we do not have many additional restrictions. Please see the Pet Policy for more details.

Trillium Hollow Pet Policy Final 2/25/06
Overview Statement:
We as individuals have chosen to live in community at Trillium Hollow in order to emphasize and nurture personal relationships and to live harmoniously with each other and our environment. Therefore, when making decisions we must consider not only our own needs and desires but must also take into account the needs and desires of each other even when those needs may be different from or in conflict with our own.

When making decisions regarding pets, consider the following. Many of us take great joy in the companionship offered by animals and this must be respected. For some the natural environment is of principal importance, therefore we prefer that pets do little or no harm to the vegetation and no harm to the animals that share our community space. To others the tranquility of Trillium Hollow is of primary importance, so it should be kept in mind that barking has been a major issue in the past and created serious problems for the community. To others respect for living creatures is paramount, therefore the harming or killing of any animal will not be tolerated.

What follows are the guidelines we have agreed to for keeping pets in the Trillium Hollow community. While the community is reluctant to impose absolute restrictions or limitations on the ownership of pets, there are some situations that justify exceptions. An exception will be made when the needs and desires of different groups are in conflict. When a compromise does not serve the interests of either group or the community, an absolute restriction will be imposed. Two examples are the banning of certain dog breeds and the prohibition against free roaming pets.

Guidelines:
- All applicable laws regarding the ownership, vaccination, treatment, abuse and/or neglect of pets and other animals must be followed. Community bylaws must be followed and in the event that the pet policy and the community bylaws are in conflict the bylaws will supersede the pet policy.
- No pets are allowed in the Common House (except service animals), in the wetlands, the bio swale, and in the creek or along its banks.
- Pets are not allowed to be free roaming. Pets must be accompanied by their owner or designated caretakers at all times but are not required to be on a leash. However, the community may require that you keep your pet on a leash at all times while in common areas for the following reasons:
  - Habitually entering off-limit areas
  - Aggressive or unruly behavior
  - Chasing or stalking other animals
  - Failure to be accompanied by owner or caretaker
- Cats who occasionally escape from their owner’s units should be kindly corralled and returned to their owners. Cats who habitually and frequently escape will be considered to be in violation of this guideline.
- No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior are:
  - Pets whose behavior causes personal injury or property damage.
  - Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
  - Pets who make noise continuously for a period of ten minutes or intermittently for 1 hour or more, creating a disturbance at any time of day or night.
-Pets who relieve themselves on walls or floors of common areas.
-Pets who are conspicuously unclean or parasite infested.
-Pets who kill or injure other animals.

- Residents are responsible for the pets of guests who visit their unit; these pets are subject to the same restrictions as resident pets.
- The permitted areas for your dog’s daily toiletry are the berm east of the cob bench and off property. All feces must be cleaned up immediately both on and off property. Feces and litter should be bagged and placed in the garbage dumpster only. Cat litter may not be disposed of in toilets.
- The types of pets you may keep at Trillium Hollow are not regulated except for the following dog breeds. These breeds are banned: Rottweilers, Pitbulls (American Staffordshire Terrier, Pitbull Terrier, Staffordshire Bull Terrier, English Bull Terrier, Bull Terrier), Fighting Dog Breeds (such as Dogo Argentino, Tosa Inu, Filo Brasileiro/Brazilian Mastiff and Perro de Presa Canario) and Akita. All other breeds must be covered under their owner’s or caregiver’s homeowners’ or renters’ insurance policy or other liability insurance.
- Some animals that are legal to purchase are acquired through illegal or unethical means. This is particularly true of tropical birds and saltwater fish and saltwater invertebrates. When choosing a pet, Trillium Hollow favors the purchase of captive bred animals. Not only will this assist in protecting the natural environment but you are also likely to get a healthier pet. Do your research and make informed choices.

Policy Compliance/Enforcement

- Most of the requirements of this policy reflect on the behavior of the pet owner/caregiver in the training and management of their pet. When the owner’s management of a pet’s behavior results in problems as described in this policy, the steps described in the paragraphs below indicate the process to be taken to resolve the issue and if possible, bring the pet’s behavior back into compliance with this policy.
- Any resident observing an infraction of any of these rules is encouraged to discuss the infraction in a neighborly fashion with the pet caregiver/owner in an effort to secure voluntary compliance.
- If the complaint is not resolved, the complaining resident and/or the pet caregiver/owner should bring it to the Steering Committee. If the Steering Committee is in agreement with the complaint, the pet caregiver/owner will receive written notice of the violation. If, upon three violations, the problem is still unresolved, arrangements will be made for mediation.
- If violations continue after mediation, the Board of Directors may require the permanent removal of the noncompliant pet. If this is the resolution of the issue, the pet caregiver/owner will have 30 days to remove the pet from Trillium Hollow.
- At the Board of Directors’ or Steering Committee’s discretion, immediate arrangements for a meeting by the Board may be made if the nature of the complaint involves injury or the imminent threat of injury to a person or animal or the abuse or neglect of a pet. In the case of the imminent threat of injury to a person or animal, the Board of Directors may require the permanent removal of any pet. In that case, the pet caregiver/owner will have 3 days to remove the pet from Trillium Hollow. In the case of injury to a person or the abuse, neglect or injury of a pet the board will take immediate steps to correct the problem.
- Note: While it would be nice to treat all animals with the same respect there are a few exceptions. Wild rats and wild mice are excluded from protection; however we should attempt to eliminate anything that might attract them and only turn to extermination as a last resort.
**Pets - WindSong 2000**

**Pet Policy**

*Intent/Background*

1. Animals are an important element of a healthy balanced community and people have a right to enjoy animals within our community. We welcome the inclusion of animals and value them as teachers and companions.
2. Animals have a right to enjoy living in our community. All animals in Windsong are to be treated humanely, according to the law and Windsong community standards.
3. People have a right to live in our community without being made uncomfortable and/or endangered by animals.

*Policy*

1. All cat and dog owners in Windsong will automatically be members of the Pet Club, and their names, along with the names of their pets, will be posted on the community bulletin board. The Pet Club meets whenever a problem involving pets in the community needs to be discussed.
2. Dogs are only allowed on Windsong common property, including the atriae and outdoor common areas, when supervised by the owner or a responsible person. Dogs are allowed to be unsupervised in private back yards.
3. Dog owners must retrieve and dispose of their pets' feces from Windsong outdoor areas.
4. Every effort shall be made to keep cats out of the atriae and the Common House. Windsong residents shall feel free to report cats in these areas to their owners.
5. Windsong pet owners are jointly responsible for cleaning up pet mess in common areas immediately upon notification, and repairing any damage done by cats or dogs in the atriae or Common House. Any mess or damage can be reported to any member of the Pet Club to activate a response.
6. New pets shall be introduced to the community by their owners through the notice boards, e-mail, or newsletter.
7. Any other behaviour by pets that concerns Windsong residents should first be discussed with the owner. If the problem is not resolved, the individual can ask for a meeting of the Pet Club. Only if the problem is not resolved at this stage should it be brought to the community.

**Pets - Yarrow Eco-Village**

**Pets**

- Up to 4 pets (cats & dogs) are allowed in each home (birds, fish, etc. not counted).
- Farm animals are allowed but must be separately negotiated with the Farm team.
- Cats must be kept in homes (an exception is made for current residents whose cat has been an “outside cat”).
- Dogs must be on leash when outside the owner's home or yard.
- Owners must clean up after their pets.
Rentals

Rentals - Columbia Ecovillage 2009

Rentals

The rental policy is guided by the By-laws, sections 8.1 to 8.7.
In order to rent a unit, an owner will:
1) Notify the Board (per Bylaws, section 8.1.5), the members of the Rental Team and the community.
2) Give the description of the rental to the Membership Team for publication.
3) Determine rental fee. (This does not have to be consistent with other units.)
4) Begin the selection process.

Renter Application and Selection Process: The renter chosen by the owner of the unit will become a member of the Ecovillage community, possibly for a long time. It is important that this choice is made carefully.
1) The owner will present Columbia Ecovillage to potential renters. To ensure that tenants are aware of the intentional community aspect of Columbia Ecovillage, an owner should request that potential rental candidates attend a village business meeting and meet several of the community members before entering into the rental agreement.
2) Use a standard rental application form, such as a Steven's and Ness form.
3) The owner will screen potential renters for credit, criminal and civil history, using a screening company such as Prospective Renters - (503) 655-0888.
4) The prospective renters will receive from the owner a Renters' Packet that includes Columbia Ecovillage Vision and Values, Bylaws, Handbook and the six Columbia Ecovillage cohousing questions. (This packet will be returned to the owner at the Renters' Review.)
5) After studying these documents, the prospective renters will write their responses to the six questions.
6) The Rental Team will set up a Renters' Review with the prospective tenants and selected community members to go over the responses and allow further discussion about living at Columbia Ecovillage. The Rental Team will forward notice of the upcoming Review with the names of the prospective renters to the community.
7) The feedback from the Renters' Review will be given to the Rental Team and the owner.
8) The owner will select and notify the renters.
9) A rental contract will be signed. The Rental Team recommends that owner and renters also sign the “Columbia Ecovillage Addendum to Rental Agreement”.
10) After the agreement is signed, the owner will notify the community of the new residents, and make arrangements for their addition to the internet group site.

Renters in the Community
Renters are encouraged to join the community of Columbia Ecovillage through discussions, gatherings and group activities such as common meals and shared work. CEV will welcome the renters into the community.
1) After renters have been chosen, the Rental Team will select a Host for them, to provide information and be available for guidance after the tenants move in. The Host will familiarize renters with their rights and responsibilities. The Host will organize and support the introduction of the new tenant(s) into the community.
2) The Rental Team will post the renters’ answers to the six questions on the CEV internet group site. 
3) The renters are expected to follow the Vision and Values and all current rules, procedures and policies of CEV as stated in the Handbook, Bylaws and other documents and public postings of CEV. 
4) It is recommended that renters be active members of at least one team, participate in work parties, and complete participation hours in accord with current Participation Policy. The Bylaws state that an owner and tenants may divide participation requirements as decided by the owner. A space is provided in the Addendum to Rental Agreement to indicate how owner and renter divide the hours. However, in order to enhance renters’ engagement in community life, it is strongly suggested that renters do a full complement of participation hours. 
5) Renters are encouraged to participate in discussions at community meetings. 
6) The tenants will be given access to the CEV internet group site. They shall have access to all privileges and facilities of the community and the site. 
7) The owner and tenant will decide between themselves how the allotment for reservations of common spaces will be divided. 7-18-10

Columbia Ecovillage Cohousing Questions for Renters 
1. What attracts you to the Ecovillage and cohousing aspects of the community? 
2. What skills do you bring to the Ecovillage cohousing community? 
3. What do you want from living in community? 
4. How do you envision community enriching your life? 
5. The best way for others to give you feedback is... 
6. What are your concerns about living in an intentional community? 

Rentals - Quayside Village

Rentals 
1. It must be the intention of any purchaser that the unit is being purchased as his/her principal residence, and not for rental purposes. 
2. It is understood that an owner may need to rent his/her unit from time to time. If that need arises, it is agreed that all the attempts possible will be made to find a cohousing friendly renter. 
3. Any potential renter will be provided a cohousing orientation. 
4. It is understood that renters have full participation at community and committee meetings and can represent that unit as part of the consensus process. 
5. For voting at the AGMs and SGMs, a formal proxy is required, and owners may give their proxy to their tenant.


**Vision, Mission, Values**

**Vision - Columbia Ecovillage 2010**

**Our Vision**
We are an urban cohousing ecovillage cultivating supportive relationships with each other, the larger community and the Earth.

**Our Values 2008**
1. We find beauty and wisdom in nature’s design and seek to emulate it in our village.
2. We value caring and respectful interactions with members of our village, guests, the surrounding neighborhood, society, all living things, and the earth.
3. We approach change and challenges with open-minded rather than dogmatic attitudes.
4. We have an egalitarian power and decision-making structure.
5. We make and honor agreements with great care and sincerity.
6. We balance participation in the village with individual needs, and welcome the opportunities for engagement, fun and enjoyment that community life brings.
7. We steward and nurture the land on which we live, its natural and human communities, its productive farm, and its role in the ecosystem around it.
8. We balance the stewardship of our land with areas for food production, human habitation and recreation, and restoration of the native ecosystem.
9. We steward personal and community energy and resources responsibly with moderation, innovation, and sharing.
10. We engage in ecologically and socially sustainable practices to meet our needs.
11. We actively engage and participate with the surrounding neighborhood, city, and region, in education and work that nurtures and sustains our common society and environment.
12. We value diversity and invite all who share our vision to explore participation and/or membership in our village.
13. We strive to continually learn and grow in ways that support our vision and values.

**Vision - Creekside Commons**

**Vision**
We have co-created a sustainable neighbourhood of beauty and peace where we can grow as individuals while supporting each other, the land on which we live and the wider community. We foster a sense of belonging, meaning and purpose, sharing the fullness of ourselves and celebrating the gifts of life with integrity.

Our community intention and values:
- Encouraging positive connections while honoring personal privacy
- Taking responsibility individually and communally for our actions
- Using the consensus process to enhance community decision-making
- Using resources wisely to care for the earth
- Serving others, the community and the world around us
• Supporting personal growth and community evolution, utilizing the power of spiritual practices from all of our traditions
• Celebrating life together

Our actions:
Encouraging positive connections while honoring personal privacy by:
• Designing community activities that cross age, gender, and ability
• Supporting all family structures within the community
• Providing for and respecting personal boundaries
• Respecting individual and community property
• Addressing interpersonal issues in a timely and respectful way
• Following Creekside’s conflict resolution guidelines

Taking responsibility individually and communally for our actions by:
• Challenging ourselves and the community to live our values
• Using clear, open and honest communication
• Talking to people rather than about them
• Recognizing that what we perceive outside ourselves often mirrors what’s inside ourselves. Committing to look at these elements within before expressing them as criticisms or irritations of others
• Maintaining high standards of personal integrity, congruence of thought, word and action
• Being willing to listen to constructive criticism and to offer constructive feedback to others in a caring and appropriate fashion
• Keeping agreements we have made
• Speaking out about inappropriate behaviours
• Giving appreciation and encouragement to each other

Using the consensus process to enhance community decision-making by:
• Listening
• Participating
• Practicing flexibility and openness
• Trusting the wisdom of the group
• Stopping to use a spiritual practice when the process is stalling
• Making every effort to resolve disputes
• Respecting the care, integrity and wisdom that has been put into the decision making process

Using resources wisely to care for the earth by:
• Recycling
• Conserving energy
• Using alternative modes of transportation when possible
• Simplifying our lifestyles
• Sharing tools and equipment
• Growing plants and trees that are appropriate to the climate and local conditions

Serving others, the community and the world around us by:
• Being generous with our time, skills and resources
• Serving as a model of community for others
• Providing and seeking educational opportunities
• Buying locally when possible

Supporting personal growth and evolution of our community and utilizing the support and power of spiritual practices from all of our traditions by:
• Opening and closing meetings and gatherings with a spiritual practice
• Being willing to teach and lead personal spiritual practices
• Making the common space available for education and practice
• Regularly renewing/updating our commitment to Creekside’s values
• Focusing on positive thinking and action
• Taking responsibility for the human, environmental and spiritual effects of our thoughts and actions

Celebrating life together by:
• Having fun, laughing
• Eating and playing together
• Creating rituals
• Expressing gratitude
• Nurturing our children and elders
• Working together to build community projects

Vision - Manzanita Village Cohousing

Our Vision
To sustain and promote a thriving, cohousing community in Prescott, Arizona, whose members develop and participate in an inter-generational, intentional community which nurtures creativity, neighborliness, collaboration, consensus governance, environmental stewardship and global awareness.

Our Mission
The members of MVCC individually and collectively commit to the realization of our vision by:
• Sharing in the governance of the village, using consensus as our primary decision-making process recognizing that the wisdom of the whole is greater than that of us individually.
• Sharing in the work of the community, contributing our time, talent and effort in committees and work groups.
• Being reliable members who can be counted on to step forward to take responsibility and to follow through on our commitments.
• Being good stewards of our community resources including our economic, ecological and human resources.
• Respecting and celebrating our differences in age, beliefs, backgrounds, sexual orientation and physical abilities.
• Being good neighbors developing a mutually supportive environment that encourages interaction while honoring each person’s privacy.
• Developing a culture of community and individual self-care that encourages the health, safety and well-being of each of our members and the community as a whole.
• Engaging actively in the life of the Prescott community and beyond, as we live our creatively collaborative values in the wider world.
Values - O.U.R. Ecovillage

Values and Agreements

One of our residents writes: “Truly it is auspicious to find this place and time together to create what we need most in our lives. To go the full mile together in this space (and beyond) requires a personal commitment to awareness.” To support this commitment and to help us to realize our needs over the long term we have identified a number of guidelines that serve as points of reflection and reference from which to model our communication and actions.

- Responsibility - In all situations we intend to take responsibility for our own feelings. Ultimately, no one can make us feel. If we feel badly we take credit for that. If we feel good, we take credit for that too. Our words and actions may trigger and impact others, however, we take responsibility for using them in a way that doesn’t manipulate or hurt others.
- Openness - There are few absolutes in this world. Various ways exist to interpret and work with a situation. When we actively let go of our fixed beliefs about ourselves, others, or the world, we are more open to the “truth” as communicated through our experience and the experience of others in the group. From this place anything is possible. We strive to remain open to negotiate, communicate and dance in all situations.
- Respect - Respect is a two-way street. When we act with respect, we strengthen each other. This means we are conscious about not charging into people’s mental or physical space without permission. Respect also means leaving the physical environment (land and dwellings) in the same or better condition than you found it, so all may enjoy.
- Mutuality - The more we give, the more we are open to receiving. It’s as simple as that.
- Honesty - Just be real. If you are happy, be happy, if you are sad, be sad. Through honesty we develop a deep trust in ourselves, which we can use to help others be honest.
- Fun - Fun and humor keep things light and flexible so we can go beyond negativity. In fun environments we can relax, appreciate our lives together and learn from our experience. No matter what, we make time for fun in our lives.

2.1.1 O.U.R Covenant for the Earth - Statement of Sustainability

- Ecology of Living - Integrate labour, community contribution, personal maintenance and creative endeavors.
- Community Living - Live in a supportive, cooperative setting with people of like intent. Work toward a common path and live a deep commitment to self, others and the earth.
- Voluntary Simplicity - Enhance quality of life by consuming less and living simply. Encourage ourselves to receive daily nourishment from renewable, preferably organic, green plants.
- Right Livelihood - Know the social and environmental impact of our work. Work or volunteer in only those efforts that enhance the quality of all life.
- Environmental Action - Practise nonviolent action in defence of the Earth. Know the facts and implications of an action and ‘stay the path’.
- Spiritual Practices - Perform a daily practice that encourages attunement with those encompassing powers that nourish the Earth and intuitively guide all human endeavours.
- Scientific Understanding - Know the basic universal laws of ecology and apply them to a specific bioregion and be able to extend such understanding to others.
• Cultural Diversity - Study past and present cultures who live in harmony with the Earth. Know the psychological, sociological and cultural roots of one’s own tradition.
• Education of the Citizenry - Use every action, insight and interaction to share environmental understandings. Be a model world citizen. Spend time with children, elders and people of all ages.
• Personal Growth - “Know thyself” with and through the universe. Search, find and accept a path of insight and action that will assure peace, love and truth for all life.

Mission - Pacific Gardens

Mission and Vision
Our Mission
To establish a sustainable cohousing community in Nanaimo, which successfully embodies the principles of community, cooperation, consensus and respect.

Our Vision
Pacific Gardens is an inclusive community celebrating a connection to nature and social action in a sharing, caring and cooperative environment.

Mission - WindSong 2008

Mission and Vision
Mission: Deepening connections: Making a Difference Socially & Environmentally

Vision: WindSong is a cohesive community of self-responsible contributors who value each other’s uniqueness. We are reducing our ecological footprint and sharing what we’ve learned with other communities.

Values: Connecting, sustaining the environment, learning and growth, balancing community support and individual responsibility.
Zoning
Zoning Ordinance Amendment – Chester County, PA
Provided by Janet Hesselberth Pelletier, Three Groves Ecovillage, West Grove, PA

Our Zoning Amendment, which augments the "Rural Residential" zoning here in London Grove Township, can be found below. As an overview, if the design meets specified green standards, one gets higher density, a Common House, lesser parking requirements, etc.

LONDON GROVE TOWNSHIP
CHESTER COUNTY, PENNSYLVANIA

ORDINANCE NO. _______

AN ORDINANCE OF THE TOWNSHIP OF LONDON GROVE, CHESTER COUNTY, PENNSYLVANIA, AMENDING THE LONDON GROVE TOWNSHIP ZONING ORDINANCE OF 1995, AS AMENDED, BY AMENDING SECTION 201 (ENTITLED “DEFINITION OF TERMS”) THEREOF TO ADD DEFINITIONS OF “ECOVILLAGE”, “ECOVILLAGE DWELLING UNIT”, “ECOVILLAGE INTERNAL ACCESSWAY”, “CARPORT” AND “COMMON HOUSE” THERETO; BY AMENDING SECTION 500 (ENTITLED “PURPOSE AND SPECIFIC INTENT”) TO ADD THE INTENT OF AN ECOVILLAGE TO THE R-R RESIDENTIAL RURAL DISTRICT; BY AMENDING SECTION 501 (ENTITLED “PERMITTED USES”), SUBSECTION B THEREOF TO ADD A NEW SUBSECTION 3 THERETO TO PERMIT AN ECOVILLAGE AND A COMMON HOUSE BY CONDITIONAL USE IN THE R-R RESIDENTIAL RURAL DISTRICT; BY AMENDING SECTION 502 (ENTITLED “AREA AND BULK REGULATIONS”) TO ADD A NEW SUBSECTION F THERETO TO PROVIDE AREA AND BULK REGULATIONS FOR AN ECOVILLAGE; BY AMENDING SECTION 1703 (ENTITLED “PROJECTIONS INTO REQUIRED YARDS”), SUBSECTION A THEREOF TO ADD A NEW SUBSECTION 8 THERETO TO PERMIT CARPORTS IN AN ECOVILLAGE TO PROJECT INTO REQUIRED YARDS; BY AMENDING SECTION 1736 (ENTITLED “RESIDENTIAL DENSITY AND OPEN SPACE DETERMINATION USING THE NET TRACT AREA APPROACH”), SUBSECTION B (ENTITLED “PERMITTED NUMBER OF DWELLING UNITS”) AND SUBSECTION C (ENTITLED “MINIMUM OPEN SPACE”) THEREOF TO PROVIDE STANDARDS FOR THE DETERMINATION OF MAXIMUM NUMBER OF PERMITTED DWELLING UNITS AND MINIMUM OPEN SPACE REQUIRED FOR AN ECOVILLAGE; BY AMENDING SECTION 1906 (“PERMITTED PARKING LOCATIONS”), SUBSECTIONS E AND F THEREOF TO PROVIDE FOR THE LOCATION OF COMMON PARKING AREAS IN AN ECOVILLAGE; AND BY AMENDING SECTION 1908 (“PARKING STALL REQUIREMENTS”) THEREOF TO PROVIDE PARKING REQUIREMENTS FOR AN ECOVILLAGE.

WHEREAS, London Grove Township desires to encourage the development of environmentally and socially sustainable and responsible neighborhoods; and

WHEREAS, London Grove Township recognizes that in order to encourage the development of environmentally sustainable communities, specific environmentally responsible design standards addressing are necessary; and

WHEREAS, London Grove Township has determined that Ecovillages are appropriate in the R-R Rural Residential District of the Township and consistent with other uses permitted in the R-R District such as cluster development.

Cohousing Resources – Useful Documents, Page 178 of 189
NOW, THEREFORE, BE IT ENACTED AND ORDAINED, this _____ day of ________________, 2010, by the Board of Supervisors of London Grove Township, Chester County, Pennsylvania, as follows:

SECTION 1. ZONING TEXT AMENDMENTS.

A. The London Grove Township Zoning Ordinance of 1995, as heretofore amended, Section 201 (entitled “Definition of Terms”) thereof, is hereby amended by adding the following definitions of “Ecovillage”, “Ecovillage Dwelling Unit”, “Ecovillage Internal Accessway”, “Carport” and “Common House” thereto:

ECOVILLAGE –

An Ecovillage is defined as a single-family residential development of attached and/or detached dwellings which meets the following criteria:

1. An Ecovillage shall be located on a previously developed site or an in-fill site.
   a. “Previously developed site” is defined as: a site having pre-existing paving, construction, or altered landscapes that would typically have required regulatory permitting to have been initiated. This does not apply to altered landscapes resulting from current or historical agricultural or forestry use, or use as preserved natural area.
   b. “Infill site” is defined as: a site that meets any of the following three conditions: 1) at least 75% of its perimeter borders sites have been previously developed; 2) the site, in combination with any set of adjoining parcels, forms an aggregate parcel whose perimeter is 75% bounded by previously developed sites; or 3) at least 75% of the lands within a ½ mile radius of the project perimeter are previously developed. For the purpose of this definition, a street does not constitute previously developed land; instead the status of property on the other side of the street is considered. Any fraction of the perimeter that borders waterfront other than a stream will be excluded from the calculation.

2. The project shall be located near existing neighborhood shops, services, and facilities so that the project boundary is within 1/2 mile walking distance of at least seven (7) unique and diverse uses or a walkable commercial district containing at least seven (7) unique and diverse uses listed below:
   a. Adult/senior care (licensed)
   b. Bank
   c. Child care (licensed)
d. Clothing store or department store selling clothes

e. Coffee shop

f. Community/recreation center

g. Convenience store

h. Cultural arts facility (museum, performing arts)
i. Educational facility (K-12, vocational, community college, adult education, university)
j. Family entertainment venue (theater, sports)
k. Farmer’s market

l. Fire station

m. Florist

n. Government office where the public is served on-site

o. Gym/Health club/Exercise studio

p. Hair care

q. Hardware store

r. Laundry/dry cleaner

s. Legal office

t. Medical or dental clinic or office where patients are treated

u. Pharmacy

v. Place of worship

w. Police station

x. Post office

y. Public library

z. Public park

aa. Restaurant/café/diner (excluding establishments with only drive-throughs)

bb. Social services center

c. Supermarket or other food store with produce

dd. Any other use which, in the discretion of the Board of Supervisors, is similar to those listed above.

3. Each Ecovillage Dwelling Unit shall meet and receive appropriate certification of achieving the following performance standards:

a. LEED (Leadership in Energy and Environmental Design) Gold for Homes.

b. HERS (Home Energy Rating System) score of 50 or lower.

c. 50% or more of the annual energy required to operate the Ecovillage Dwelling Unit must be supplied by on-site renewable energy generation.

4. Any Common House shall meet and receive appropriate certification of achieving the following performance standards:


b. 50% or more of the annual energy required to operate the Common House must be supplied by on-site renewable energy generation.

5. The project shall include establishment of a Homeowners’ Association or other governance structure as may be approved by the Township for maintenance of common grounds and amenities.
ECOVILLAGE DWELLING UNIT – A building or other structure designed for, and occupied exclusively for, residential purposes, excluding an apartment and rental units in a motel, rooming house, tourist home, institutional home, dormitory and the like. Dwelling types, include:

a. **Single-family Detached.** A building designed for and occupied exclusively as a residence, containing one Ecovillage Dwelling Unit and having no common or party wall with an adjacent dwelling.

b. **Single-family Attached (townhouse).** A building designed for and occupied exclusively as a residence, containing three (3) but not more than six (6) dwelling units each accommodating one (1) family and which are attached by a vertical common party wall.

c. **Single-family Semi-Detached (twin).** A building designed for and occupied exclusively as a residence, containing two (2) dwelling units separated by a vertical common or party wall.

ECOVILLAGE INTERNAL ACCESSWAY – A private roadway within a tract of land used as an Ecovillage which is designed to serve multiple Ecovillage Dwelling Units or structures.

CARPORT – A structure used for the storage of motor vehicles and ancillary household storage materials in an Ecovillage, which is owned by a homeowners or condominium association created for the Ecovillage and which is used by the residents, employees or visitors of an Ecovillage with no commercial gain.

COMMON HOUSE – A structure for the use of residents and facilities in an Ecovillage, which is owned by a homeowners or condominium association created for the Ecovillage and which may include but is not limited to:

1. a kitchen
2. a meeting room
3. guest rooms for resident use
4. a workshop
5. a play room for resident children
6. an exercise room
7. administrative offices
8. a mail room
9. a computer or business center
10. bathrooms
11. storage
12. a community deck or patio
13. a community pool
14. a community greenhouse
B. The London Grove Township Zoning Ordinance of 1995, as heretofore amended, Section 500 (entitled “Purpose and Specific Intent”) thereof, is hereby amended to add a new sentence as follows:

The District also offers the opportunity to promote environmentally sustainable land development and building strategies and technologies through “Ecovillage” development intended to promote community through land use patterns that foster interaction between the Ecovillage residents and with residents in surrounding developments and to promote a healthy, safe and sustainable lifestyle for Township residents.

C. The London Grove Township Zoning Ordinance of 1995, as heretofore amended, Section 501 (entitled “Permitted Uses”), Subsection B thereof, is hereby amended to add a new Subsection 3 thereto as follows:

3. Ecovillage, Common House and the following other uses customary and incidental to an Ecovillage:
   a. bike lockers
   b. bike shed
   c. gardening shed
   d. greenhouse
   e. bus stop
   f. gazebo
   g. Any other use which in the discretion of the Board of Supervisors is similar to those set forth in this section and which would further compliment the Ecovillage use.

D. The London Grove Township Zoning Ordinance of 1995, as heretofore amended, Section 502 (entitled “Area and Bulk Regulations”) thereof, is hereby amended to add a new Subsection F as follows:

F. Standards for Ecovillage Development


2. Each Ecovillage Dwelling Unit in an Ecovillage may be conveyed either as a condominium unit pursuant to the Pennsylvania Uniform Condominium Act or as an individual unit in fee simple.

3. Single-family Attached Ecovillage Dwelling Unit buildings shall contain no more than six (6) Ecovillage Dwelling Units each accommodating one (1) family and which are attached by a vertical common party wall.

4. Maximum permitted density and minimum required open space shall be based on net tract area as determined in accordance with § 1736 of the Zoning Ordinance.
5. Public sewer shall be provided by the London Grove Township Municipal Authority.

6. Public water shall be provided.

7. Net Tract Area (min.): 5 acres

8. Building Coverage of Net Tract (max.): 15%

9. Total Impervious Coverage of Net Tract (max.): 35%. Pervious pavements, which allow infiltration of stormwater, shall not be considered Impervious Coverage, for purposes of calculating Total Impervious Coverage under the Zoning Ordinance, but shall be considered impervious for purposes of complying with Township stormwater management requirements.

10. Building Separation Distances (min.): 25 ft.

11. Building Setbacks from Perimeter Property Lines (min.): 35 ft.

12. Building Height (max.): 35 ft. or 3 stories, whichever is less

13. Screening: Where an Ecovillage abuts a residential use, a buffer of a minimum of 25 ft. wide shall be provided along the perimeter property lines of the tract except along public streets in areas where common off-street parking areas serving the Ecovillage use are located. An Ecovillage Internal Accessway may be located within the required buffer so long as said Ecovillage Internal Accessway is constructed of a reinforced pervious or vegetated surface and so long as the applicant provides a 5 ft. wide vegetated screening strip between the property line and the Ecovillage Internal Accessway. All areas of the buffer not containing an Ecovillage Internal Accessway shall be landscaped.

14. In order to encourage the use of environmentally sustainable design, Ecovillage Internal Accessways shall be constructed of reinforced pervious or vegetated surfaces designed with the structural integrity and geometric layout to handle emergency vehicles. No permanent parking shall be permitted on an Ecovillage Internal Accessway. Use of an Ecovillage Internal Accessway for loading and unloading is permitted.

15. Private ownership of Ecovillage Internal Accessways shall be required.
E. The London Grove Township Zoning Ordinance of 1995, as heretofore amended, Section 1703 (entitled “Projections into Required Yards”), Subsection A thereof is hereby amended to add a new Subsection 8 thereto as follows:


F. The London Grove Township Zoning Ordinance of 1995, as heretofore amended, Section 1736 (entitled “Residential Density and Open Space Determination Using the Net Tract Area Approach”), Subsection B (entitled “Permitted Number of Dwelling Units”) and Subsection C (entitled “Minimum Open Space”) thereof are hereby amended to add requirements for an Ecovillage to the RR District as follows:

<table>
<thead>
<tr>
<th>Zoning District</th>
<th>Density Factor (dwelling units/net acre, unless otherwise indicated)</th>
</tr>
</thead>
<tbody>
<tr>
<td>RR Residential Rural</td>
<td>1.00</td>
</tr>
<tr>
<td>Base density</td>
<td>1.00</td>
</tr>
<tr>
<td>Clustering</td>
<td>1.25 (DR* per acre)</td>
</tr>
<tr>
<td>TDR Density</td>
<td>7</td>
</tr>
</tbody>
</table>

C.

<table>
<thead>
<tr>
<th>Zoning District</th>
<th>Open Space Percent of Net Tract Area</th>
</tr>
</thead>
<tbody>
<tr>
<td>RR Residential Rural</td>
<td>-0-</td>
</tr>
<tr>
<td>Base density</td>
<td>50%</td>
</tr>
<tr>
<td>Clustering</td>
<td>50%</td>
</tr>
<tr>
<td>Ecovillage</td>
<td></td>
</tr>
</tbody>
</table>

G. The London Grove Township Zoning Ordinance of 1995, as heretofore amended, Section 1906 (entitled “Permitted Parking Locations”), Subsections E and F thereof, are hereby amended as follows:

E. For residential dwellings other than Ecovillage Dwelling Units, the spaces shall be within one hundred (100') feet of the dwelling unit they serve. Parking spaces within an Ecovillage may be more than one hundred (100') feet from the Ecovillage Dwelling Unit they serve provided that said spaces are located in a common parking area containing parking spaces for five (5) or more vehicles. Common parking areas in an Ecovillage shall be permitted within the perimeter property line setback along public streets and shall be screened with landscaping or other structures acceptable to the Township when abutting a public street.
F. A garage may be located wholly or partly inside the walls of the principal building, or may be attached to the outer walls. If separate from the principal building, the garage shall conform to all accessory building requirements and shall not be located in the required yard space except that Carports which are part of common parking areas in an Ecovillage shall be permitted to abut public streets and when abutting public streets may be constructed within the perimeter property line setback area. The garage may be constructed under a yard or court, when authorized as a special exception, but may not extend within ten (10’) feet of any lot line. The space above the underground garage shall be deemed to be part of the open space on the lot on which it is located to the extent determined by the Zoning Hearing Board when authorized as a special exception.

H. The London Grove Township Zoning Ordinance of 1995, as heretofore amended, Section 1908 (entitled “Parking Stall Requirements”), the first paragraph thereof, is hereby amended as follows:

In all districts, the residential parking requirements, excluding an Ecovillage, shall be two (2) spaces per dwelling unit including single-family and two-family dwellings, except when townhouses and single-family dwellings in lots less than 18,000 square feet are proposed, in which case there shall be four (4) parking spaces per dwelling unit, two (2) of which shall be off-street and two (2) of which shall be either off-street on the lot, or in an off-street visitor parking area, or on-street if the street is determined by the Board of Supervisors to be wide enough to accommodate such parking along with safe travel lanes. The residential parking requirement for an Ecovillage shall be a minimum of two (2) spaces per Ecovillage Dwelling Unit; however, Applicant shall be required to construct only a minimum of 1.75 spaces per Ecovillage Dwelling Unit where at least one (1) car sharing space is provided per twenty (20) Ecovillage Dwelling Units and shall set aside sufficient area in reserve for construction of the remainder of the required parking spaces. The remainder of the spaces shall be constructed only if and when they are deemed necessary by the Applicant. During land development, Applicant shall demonstrate where the remainder of the spaces could be located on tract. The parking requirement for a Common House in an Ecovillage shall be 1.75 spaces per guest room.

SECTION 2. APPLICABILITY. The provisions hereof shall supercede any ordinances or parts of ordinances which are inconsistent herewith.

SECTION 3. SEVERABILITY. If any provision, sentence, clause, section or part of this ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts hereof. It is hereby declared as the intent of the Board of Supervisors that this Ordinance would have been adopted had such unconstitutional, illegal or invalid provision, sentence, clause, section or part thereof not been included herein.
SECTION 4. EFFECTIVE DATE. This Ordinance shall become effective five (5) days after enactment as by law provided.

Zoning Amendment to Allow For Cohousing-like Projects – Amherst, MA
The following amendment was added to the zoning in Amherst MA in response to the success of Pioneer Valley Cohousing, and a desire to facilitate similar projects. It does require a certain percentage of units to be under agreement – discouraging speculative development.

SECTION 4.5 OPEN SPACE COMMUNITY DEVELOPMENT
4.50 General Description & Purpose
An Open Space Community Development (OSCD) shall mean a principally residential development located on contiguous land and including dwelling units and accessory facilities owned individually and/or in common. In comparison to Conventional Residential Subdivision Development, an Open Space Community Development (OSCD) shall allow a mix of housing types and may allow the concurrent development of selected non-residential uses compatible with and supportive of the residential development. An OSCD may allow organized groups of households to construct dwelling units and common facilities for their collective and individual ownership and use. It is intended that an Open Space Community Development (OSCD) be a Development Method that is flexible in nature and allows for modification of lot size, bulk or type of dwelling, density, intensity of development, or required open space in the regulations of any district established by this Zoning Bylaw, so as to result in patterns of land use that are more compact and more efficiently laid out on a smaller area of a site, while preserving more open space and other natural and cultural features elsewhere. Land not used for residential, approved non-residential or accessory purposes shall be permanently preserved as open space according to the methods hereinafter described.

It is expected that the following benefits may be gained through use of this Development Method:

4.500 Compact, economical and efficient layout, installation, construction and maintenance of buildings, streets, utilities and public facilities.
4.501 Efficient allocation, distribution and maintenance of common and public open space.
4.502 Land development and uses that are harmonious with and which conserve, protect and enhance:
   4.502.0 Natural resources of the land, including critical resource areas such as wetlands, floodplains, wildlife habitat, greenbelts and farmland.
   4.502.1 Traditional resource-based land uses and practices, including farming, logging, aquaculture, and similar uses in order to preserve the cultural heritage of such uses in Amherst, as well as the traditional land development patterns and recreational opportunities resulting from and enabled by these traditional resource-based land uses.
   4.502.2 Historical and archeological resources, including buildings, structures, sites and materials.
4.503 Efficient use of land so as to increase the options for and the supply of affordable housing.
4.504 Housing development that allows for integration of a variety of housing types, including handicapped accessible housing, appropriate to various social and economic groups within any given development project.

4.51 Use Standards
4.510 The following Principal uses shall be permitted in an Open Space Community Development (OSCD):
   4.5100 One-family detached dwelling
   4.5101 Two-family or semi-detached dwelling
   4.5102 Subdividable dwelling
   4.5103 Buildings or structures comprised of multiple dwelling units, as permitted under Section 4.534.
   4.5104 Kindergarten, day nursery or other facility for the day care of children.
4.5105 If allowed in the underlying zoning district(s), buildings containing dwelling units in combination with stores or other permitted business or commercial uses (Section 3.325), where the Special Permit Granting Authority finds that, in addition to meeting the provisions of Section 10.38, the proposed use provides goods and/or services which will appropriately serve the households in the proposed residential development and the surrounding neighborhood.

4.511 The following aggregated accessory uses and facilities shall be permitted in an OSCD:

4.5110 Community building or common house including meeting rooms, kitchen and dining facilities for the use of residents and guests.

4.5111 Library

4.5112 Laundry

4.5113 Place of meditation or worship

4.5114 Office space

4.5115 Workshop/studio/trades building

4.5116 Other shared or common facilities for maintenance and other ancillary purposes serving the residential community.

4.52 Density Standards

4.520 The maximum density allowed in an Open Space Community Development shall be calculated as follows:

1. Determine the Net Parcel Area by subtracting 75% of the area of all Unbuildable Land Area from the total parcel acreage. Unbuildable Land Area shall consist of the combined acreage of all wetlands, FPC District and 100-year floodplain areas. 100-year floodplain areas shall consist of those areas so designated on federal flood insurance maps.

2. Subtract 8% of the Net Parcel Area for roadways, parking and utilities.

3. Divide the remaining buildable land area by the minimum lot area required in the applicable zoning district(s).

4. Multiply the resulting lot count by 1.2 (120%) to derive the maximum density. See Section 4.12.

5. Where no lots are to be provided in an OSCD, the maximum density resulting from this calculation shall serve as the total base dwelling unit count.

4.521 See Section 4.55 for density bonus provisions.

4.53 Dimensional Standards

4.530 Separate lots for residential dwellings shall be permitted, but are not required. If provided, the lots shall meet or exceed the minimum lot area requirements for cluster subdivisions for the applicable zoning district(s).

4.531 Where individual building lots are proposed, frontage need not be provided on an established way, nor shall the rear and side yard setbacks in Table 3 apply, except that non-zero lot line buildings shall be separated as required by applicable fire and building codes.

4.532 For buildings containing no more than two dwelling units, zero lot lines shall be allowed in an OSCD, and side yards need not be provided on that side of a dwelling unit that shares a party wall or double wall with an adjacent dwelling unit. Where zero lot lines are proposed, maintenance easements and covenants shall be provided to ensure access for maintenance and utility repairs or replacement.

4.533 Single-family dwelling units shall not comprise more than 50% of the total number of dwelling units.

4.534 Up to four (4) dwelling units may be allowed in a single building in the R-N District. In other Residence districts, the number of units per building shall be as provided in the bylaw.

4.535 Front setbacks shall be observed for the applicable zoning district(s), but the Special Permit Granting Authority may modify lot frontage and side and rear setback requirements to meet the needs of the development and public safety. Buildings shall be separated as required by applicable fire safety and building codes.

4.536 A buffer zone of private property, common land and/or usable open space for active or passive recreation shall be provided along any edge of the residential portion of an OSCD that abuts adjacent or on-site farmland, in accordance with Sections 3.2855 and 3.2856.
4.54 Sanitary Sewer
4.540 The entire development shall be connected with the public sanitary sewer system, except that where such sewer connection is not reasonably available, the Board of Health may, in accordance with state and local health regulations, authorize development of and connection to a package sewage treatment plant, or individual or shared septic systems. The option of individual or shared septic systems shall not be available in the Aquifer Recharge Protection (ARP) or Watershed Protection (WP) overlay districts.

4.55 Density Bonuses
It is the intention of this bylaw to encourage the provision of both affordable and handicapped accessible housing. Toward that end, where affordable and/or accessible units are proposed, additional housing units may be added to an OSCD above and beyond the maximum density provided for under Section 4.520.

4.550 Affordable Units
4.550.0 In any OSCD that includes affordable dwelling units in accordance with Sections 4.333-4.334, the maximum density established under Section 4.520 may be increased by the number of affordable units proposed. Additional units allowed under this provision shall not exceed 20% of the maximum otherwise permitted under Section 4.520.
4.550.1 Affordable units shall be geographically dispersed throughout the development, except that the Special Permit Granting Authority may, for compelling reasons of development function and site design consonant with the purposes of this Bylaw, allow such units to be clustered.

4.551 Accessible Units
4.551.0 In any OSCD that includes dwelling units fully handicapped accessible under the provisions of Massachusetts Architectural Access Board regulations (521 CMR), as amended, the maximum density established under Section 4.520 may be increased by the number of accessible units proposed, except that no accessible units may be counted as part of such a density bonus unless separate affordable dwelling units are also being provided. Additional accessible units allowed under this provision shall not exceed 10% of the maximum otherwise permitted under Section 4.520.
4.552 The combined additional number of affordable and accessible units allowed under this section shall not exceed 20% of the maximum otherwise permitted under Section 4.520.
4.553 Any dwelling unit which is both affordable and handicapped accessible shall, for purposes of calculating a density bonus under this section, be counted either as a single affordable unit or as a single accessible unit, but not both.

4.56 Common Land Standards
4.560 The following minimum percentages of total parcel area in an OSCD shall be retained as substantially undeveloped Common Land kept open and undeveloped for buildings, roadways and walkways, parking and utilities:

<table>
<thead>
<tr>
<th>Zoning District</th>
<th>Minimum %</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-LD R-O R-N R-VC R-G</td>
<td>Open Space 75 65 60 50 50</td>
</tr>
</tbody>
</table>

4.561 A minimum of 50% of the Common Land in an OSCD shall be upland exclusive of wetlands, FPC District and 100-year-floodplain.
4.562 Common Land shall be laid out in large, contiguous areas as appropriate to its natural or cultural characteristics and its proposed use(s), as set forth under Sections 4.35, 4.38 and 4.502.
4.563 Common land ownership shall be as provided for under Section 4.35.

4.57 Open Space Community Development (OSCD) Design Requirements
4.570 Within an Open Space Community Development (OSCD), a minimum of 2,000 square feet per dwelling unit shall be usable open space for active and passive recreation. Usable open space shall be defined to include contiguous open space developed and available for play areas, tot lots, gardens, off-road trails (including but not limited to hiking, jogging, bridle and bicycle trails, as well as those paths and easements which provide access or connection to such trails, regardless of location), ball or playing fields, basketball or tennis courts or similar facilities as are appropriate to the needs of the development. Usable open space shall not include parking areas, roadways,
sidewalks or land within wetlands as determined by the Conservation Commission (except as hereinafter provided). Up to 40 percent of total usable open space may be located in an FPC District and/or wetlands, as appropriate to the intended recreation use(s), in accordance with the provisions of Section 3.22, and as permitted by the Conservation Commission.

4.571 The design requirements of Section 4.38, Cluster Development Design Requirements, shall apply to an OSCD.

4.572 For an OSCD within the FC district, the design requirements of Section 3.285 shall apply. For an OSCD outside of the FC District, the provisions of Sections 3.2850, 3.2853, 3.2854, 3.2857-3.2859 shall apply.

4.573 Vehicular access, internal circulation and related parking shall be located and designed so as to minimize their impact on adjacent residential uses outside the OSCD.

4.58 Review and Approval Process

4.580 At the time of application for a Special Permit under this section, a minimum of thirty percent (30%) of the total dwelling units in an OSCD shall be under agreement for conveyance to parties who will occupy said dwelling units. At the time of occupancy of the first unit, and thereafter, a majority of the total dwelling units in an OSCD shall be owner-occupied, as defined under Article 12. Said requirement shall be enforced through covenants in homeowners or condominium association agreements, or similar documents, the review and approval of which documents shall be a condition of permit approval. The express intent of these provisions is to encourage the early and continuing involvement of residents in the design, development and management of an OSCD. These requirements shall be ongoing and shall be made a condition of the Special Permit.

4.581 The Special Permit Granting Authority for an Open Space Community Development (OSCD) shall be the Planning Board, in accordance with the provisions of Section 10.3, the purposes, standards and requirements of Section 4.5, and such other requirements of this bylaw as may be applicable.

4.582 Subsequent approval of such portion(s) of an OSCD as constitute a subdivision shall be required as set forth in the Subdivision Control Law, including approval of the streets and utility system. A favorable action which may be made by the Planning Board on a Special Permit application shall not, therefore, be deemed either to constitute subdivision approval under the Subdivision Control Law or the Rules and Regulations Governing the Subdivision of Land, nor to imply that subdivision approval will be granted.

4.583 Each application for an Open Space Community Development (OSCD) containing land within the Flood-Prone Conservancy (FPC) District shall be accompanied by an additional set of plans and documents for transmittal to the Conservation Commission. Within ten (10) days of receipt of the application, the Planning Board shall transmit a copy thereof to the Conservation Commission. The Commission shall, at its discretion, investigate the proposed development and report in writing its recommendations to the Planning Board within 35 days of the date of application. The Planning Board shall not take final action on approval of the application until it has received a written report from the Conservation Commission or until the 35 day period has passed without receipt of such a report.