

O C C U P A N C Y A G R E E M E N T

Pioneer Park Cooperative Housing Association

27111 0 Avenue, Aldergrove, BC V4W 2T6

S C H E D U L E A T O T H E R U L E S

OCCUPANCY AGREEMENT

Pioneer Park Cooperative Housing Association

SCHEDULE A TO THE RULES

Table of Contents

SCHEDULE A TO THE RULES	6
--------------------------------------	----------

RECITALS

A	The Purpose of the Co-op	7
B	Granting of the Occupancy Agreement	7
C	Right to Possession	7
D	Operating Principles	7

1 Conditions of Possession

1.01	Breach of conditions	8
1.02	Rules	8
1.03	Foreclosure.....	8
1.04	Trustee has no right to possession of the Pad	8

2 Right to Possession

2.01	Term.....	9
2.02	Common area.....	9
2.03	Family members	9

3 Parking

3.01	Parking Policies	9
------	------------------------	---

4 Housing Charge

4.01	Payment of Housing Charge	9
4.02	Payment of all charges	10

4.03	Setting the Housing Charge	10
4.04	Considerations in setting the Housing Charge.....	10
4.05	Failure to pay Housing Charge	11
4.06	Problem in payment of Housing Charge.....	11
4.07	NSF payments.....	11
4.08	Payment by bank draft	11
5	Payment of Utilities	
5.01	Utilities.....	11
6	Rules and Policies	
6.01	Comply with Rules and Policies.....	12
6.02	Rules and Occupancy Agreement govern.....	12
6.03	Uniform application.....	12
7	Use as Principal Residence	
7.01	Principal residence.....	12
7.02	Good neighbour provision	13
8	Insurance Hazards	
8.01	Responsibility for hazards.....	13
9	Alterations to Property	
9.01	Alterations require consent	13
9.02	Restoration costs.....	14
9.03	Municipal compliance of alterations.....	14
9.04	No compensation for alterations	15
9.05	Compliance with alteration procedures	15
10	Exterior Maintenance and Repair of Unit	
10.01	Exterior condition	15
10.02	Damage caused by leakage	15
10.03	Liability for damage.....	15
10.04	Repairs as required.....	16
10.05	Reports defects.....	16
10.06	Repairs on leaving	16
10.07	Inspection on withdrawal or termination	16
11	Personal Insurance	
11.01	No liability of Co-op for injury.....	16

11.02	Requirement for personal insurance	17
11.03	Member may not claim under the Co-op's insurance policy	17
12	Liens	
12.01	Member not to permit liens	17
12.02	Co-op may pay lien	17
13	Assignment and Subletting and Failure to Reside	
13.01	Subletting and assignment is not permitted	19
13.02	Failure to reside	19
14	Signs or Notices	
14.01	Signs not permitted	19
15	Termination of Membership and Occupancy Agreement	
15.01	Right of occupancy	19
15.02	Material conditions	19
15.03	Oppression remedies and arbitration do not apply	20
16	Notice and Delivery of Vacant Possession	
16.01	Termination of Occupancy Agreement	20
16.02	Vacant possession	20
17	Withdrawal	
17.01	Withdrawal from membership	20
17.02	Share redemption	21
18	Rights and Remedies/Waivers	
18.01	Cumulative rights	21
18.02	Failure to pursue remedies	21
18.03	Non-waiver of remedies	21
18.04	Waiver to be in writing	21
19	Termination on abandonment	
19.01	Termination on abandonment	22
20	Management of the Co-op	
20.01	Duty to pay	22
20.02	Management of Development	22
20.03	Co-op to repair	22

21	Insurance of Development	
21.01	Insurance by Co-op.....	22
21.02	Damage appraisal.....	23
22	Right to Enter	
22.01	Entry for emergency	23
22.02	Costs on emergency entry.....	23
22.03	Entry for non-emergency.....	24
22.04	Definition of “reasonable purpose”	24
22.05	Time of entry	24
22.06	No refusal to enter Unit	24
23	Serving Notices	
23.01	Service of notice by the Co-op or by the Member.....	24
24	Limitation of Liability	
24.01	Liability limited	25
25	Miscellaneous Provisions	
25.01	Part of the Rules.....	25
25.02	Amendments to the Occupancy Agreement	25
25.03	Interpretation.....	25
25.04	Successors and assigns.....	25
25.05	Visitors.....	26
25.06	Notification of Sale.....	26

Definitions: please refer to Rules

SCHEDULE A TO THE RULES

THIS OCCUPANCY AGREEMENT is SCHEDULE A to the Rules of Pioneer Park Cooperative Housing Association and is effective as and from the date on which the Rules come into effect and governs

PIONEER PARK COOPERATIVE HOUSING ASSOCIATION, a
co-operative association incorporated under the laws of the Province of British Columbia,

(the “**Co-op**”)

- AND -

Each member of the Co-op in respect of the Unit assigned to the member by the Co-op as
recorded in its records

(the “**Member**”)

in relation to use and occupation of certain residential premises.

RECITALS

WHEREAS:

A The Purpose of the Co-op

The Co-op has been incorporated under the Act as a not for profit housing co-operative for the purposes of acquiring and leasing residential housing units on land leased by the Co-op and more particularly known and described as: Pioneer Park Cooperative Housing Association, Box 246-27111-Zero Avenue, Aldergrove, B.C. V4W 2T6 (the “**Lands**”) for the use of the members (the “**Development**”);

B Granting of the Occupancy Agreement

This Occupancy Agreement is granted to the Member, subject to and under the Memorandum and Rules of the Co-op.

C Right to Possession

The right of the Member to possession or occupancy of a residential housing unit assigned to the Member hereunder is dependent upon the Member complying in all respects with the obligations of the Member under this Occupancy Agreement and continuing to be a member in the Co-op and to hold the number of Shares of the Co-op required by the Rules.

D Operating Principles

The Co-op is founded on the international principles of co-operation as set out in the Statement on the Co-operative Identity originated by the International Co-operative Alliance. In particular, the Co-op relies on the active engagement of its members to foster good governance and principled leadership in the exercise of democratic member control.

In consideration of the mutual promises set out in this Occupancy Agreement, the parties agree as follows:

1 Conditions of Possession

1.01 Breach of conditions

This Occupancy Agreement and the term hereby created shall be subject to the conditions herein set forth, and shall come to an end upon withdrawal from or termination of membership.

1.02 Rules

The term of the Occupancy Agreement and possession of the Pad by the Member is subject to:

- [a] the terms and conditions set out in the Rules of the Co-op as amended from time to time;
- [b] relevant and applicable zoning, health, or other laws of the municipal, provincial, or federal governments; and
- [c] the terms and conditions of any mortgages or other agreements between the Co-op and any federal, provincial or municipal authority; and
- [d] the terms and conditions of the Head Lease dated as of the 1st day of September, 2023 and made between Matsqui First Nation, as lessor, and Pioneer Park Cooperative Housing Association, as lessee.

1.03 Foreclosure

If an order of foreclosure is made by any court of competent jurisdiction foreclosing the interest of the Co-op in the Lands or the Development, this Occupancy Agreement shall thereupon immediately cease and be void and of no effect at the option of the foreclosing party.

1.04 Trustee has no right to possession of the Pad

No trustee or receiver of the Member or the Member's Shares or person claiming any interest in the Shares pursuant to any bankruptcy assignment, pledge or security is entitled to any right to or possession of the Pad.

2 Right to Possession

2.01 Term

The Co-op grants to the Member the Pad for the term (the “**Term**”):

- [a] commencing with the date on which occupancy of the Unit is granted by the Co-op to the Member;
- [b] ending with the earliest of the withdrawal from, termination or cessation of membership of the Member and the death of the Member; and
- [c] subject always to earlier termination as herein provided.

2.02 Common area

The Co-op hereby grants to the Member during the Term, in common with the other members of the Co-op, the non-exclusive use for their proper purpose, of the entrance, passageways, roadways, sidewalks, common grounds and other common areas of the Development throughout the Term.

2.03 Family members

If the Member shall cease to be entitled to occupy the Unit, the right of persons in the Member's household, whether or not members of the Co-op and all other persons occupying or visiting the premises, to continue to occupy or use the Unit shall come to an end at the same time and without further notice being required.

3 Parking

3.01 Parking Policies

The Member agrees to comply with Co op Policies respecting parking, as are applicable from time to time.

4 Housing Charge

4.01 Payment of Housing Charge

The Member shall pay the Co-op on the first day of each and every month, commencing on the first day of the month the Member takes possession, during the Term of the Occupancy Agreement, a Housing Charge as determined and assessed by the Co-op from time to time and notified to the Member in writing.

4.02 Payment of all charges

The Member shall pay when due to the Co-op the Housing Charge, any additional or supplemental charge and any other amounts due to the Co-op under this Occupancy Agreement and the Rules to the Co-op:

- [a] at the office of the Co-op; or
- [b] at such other place as the Co-op may from time to time designate in writing; and
- [c] in the form and manner determined by the Directors of the Co-op with no right of set-off or abatement under any circumstances.

4.03 Setting the Housing Charge

The Directors of the Co-op shall recommend to the members, at a general meeting duly called for that purpose, the monthly Housing Charge payable hereunder, which shall be approved by an Ordinary Resolution of the members.

4.04 Considerations in setting the Housing Charge

In recommending to the members the monthly Housing Charge payable hereunder, the Directors shall take into account the amount of money which, in the opinion of the Directors, shall be required by the Co-op during each fiscal year for:

- [a] the maintenance of the corporate existence of the Co-op;
- [b] the carrying charges on the Lands and the Development, including taxes, and the sums in lieu of taxes;
- [c] licenses, assessments, insurance, repairs, replacements, upkeep, maintenance and operations;
- [d] adequate contributions to a capital replacement reserve fund and to any other reserve funds established by the Co-op;
- [e] all other fees, costs and expenses incurred in the management of the Lands and the Development;
- [f] the amount, if any, as may be required to meet any deficit in the preceding fiscal year; and
- [g] any other amounts reasonably required to accomplish the purposes for which the Co-op was incorporated.

Notwithstanding the above, if the Co-op is bound by statute or contract to set or maintain the monthly Housing Charge at a specified level or amount, the Directors, not the members, shall set the monthly Housing Charge payable hereunder by taking those obligations at law or contract into consideration.

4.05 Failure to pay Housing Charge

Failure of the Member to pay the Housing Charge, any additional or supplemental charge or any other amounts owing to the Co-op in accordance with this Occupancy Agreement and the Rules shall be cause for termination of membership under the Rules.

4.06 Problem in payment of Housing Charge

If the Member anticipates a problem in making any payment of the Housing Charge or any other charge on time, the Member shall notify the Co-op of this likelihood in advance of the due date of the Housing Charge. Notice by the Member shall not excuse the Member from any obligation hereunder and shall be without prejudice to an action or proceeding which the Co-op may wish to undertake including termination of membership under the Rules.

4.07 NSF payments

If the Member's payment for monthly Housing Charges is not honoured by the Member's banking institution:

- [a] the Member will be deemed to have failed to make payment of Housing Charges as required hereunder; and
- [b] this may be cause for termination of membership under the Rules.

In addition, the Member shall be liable for bank charges incurred in the processing of dishonoured payments and any penalties or fines set by the Directors.

4.08 Payment by bank draft

If the Member's payment is not honoured as contemplated in subsection 4.07 the Member may be required to make all future payments of Housing Charges and supplemental and additional charges by bank draft or money order payable to the Co-op.

5 Payment of Utilities

5.01 Utilities

The Member shall pay all applicable gas, water and electrical, telephone and any utility, internet/cable, or similar charges or accounts, except for those costs incurred in respect of the common areas.

6 Rules and Policies

6.01 Comply with Rules and Policies

The Member shall comply with and cause the Member's family, guests and any other person occupying or visiting the Unit to comply with all the terms, conditions and provisions of this Occupancy Agreement and

- [a] the terms and conditions set out in the Memorandum, the Rules and the Policies of the Co-op as amended from time to time; and
- [b] all changes and additions to the Occupancy Agreement,

to the same extent as if they were herein incorporated.

6.02 Rules and Occupancy Agreement govern

If there is a conflict or inconsistency between the Rules, the Occupancy Agreement and the Policies of the Co-op, the Rules and Occupancy Agreement govern.

6.03 Uniform application

Unless otherwise specifically provided therein, all Rules, this Occupancy Agreement and Policies shall apply to all members of the Co-op uniformly and without preference or discrimination.

7 Use as Principal Residence

7.01 Principal residence

The Member shall use the Unit, the Pad and all parts thereof only:

- [a] as the Member's principal residence; and
- [b] for no other purpose except as provided by Co-op Policy or as provided herein without the prior written consent of the Directors.

Without limiting the generality of the foregoing, the Member shall not permit any other person occupying or visiting the Unit or the Pad to use or conduct from the Unit or the Pad any active or daily trade, business or profession except as provided by Co-op Policy or as provided herein.

7.02 Good neighbour provision

The Member shall not use the Unit or the Pad and shall not permit any person occupying or visiting the Unit or the Pad to use the Unit or the Pad in any way or engage in conduct which:

- [a] interferes with or disturbs other members' quiet or peaceful enjoyment of the Development;
- [b] unreasonably annoys or interferes with the other members of the Co-op by sound, conduct or other activity;
- [c] obstructs or interferes with the rights of other persons;
- [d] obstructs the roads, sidewalks or areas designated as common areas;
- [e] injures the reputation of the Co-op; or
- [f] in any other way breaches this Occupancy Agreement or any Policy.

8 **Insurance Hazards**

8.01 Responsibility for hazards

The Member shall not:

- [a] cause or permit any nuisance, or activity in the Unit or in any part of the Development; or
- [b] suffer anything to be done or kept therein,

which shall increase the cost of fire, liability and other hazards insurance upon the Lands or the Development or the contents therein.

9 **Alterations to Property**

9.01 Alterations require consent

Except with the prior written consent of the Directors by way of a Pioneer Park Permit, the Member shall not make or permit:

- [a] any structural alterations, changes or additions to the exterior of the Unit or on the Pad; or
- [b] any alterations, changes or additions in or to the exterior of the Development or any building or structure forming a part thereof, or any part of the interior thereof.

Consent shall not entitle the Member to reimbursement for any amount expended by the Member for alterations, additions or changes.

9.02 Restoration costs

The Member shall pay all costs of repair and restoration of the Unit which result from alterations, changes or additions made by the Member if the alterations, changes or additions have not been approved by the Directors. If the Member refuses or neglects for a period of thirty days following receipt of written notice from the Directors to repair and restore the Unit to its original condition, then the Directors without further notice to the Member may:

- [a] cause repair and restoration of the Unit to be made; and
- [b] enter or cause their agents or servants to enter the Unit for that purpose.

All expenses and costs incurred by the Co-op in doing so shall be due and payable by the Member to the Co-op immediately upon written notice to the Member.

9.03 Municipal compliance of alterations

When consent is given for alterations as provided herein:

- [a] All alterations, changes or additions made by the Member shall comply with applicable municipal by-laws and regulations and provincial and federal building codes and requirements;
- [b] The Directors may require such proof of compliance as may be necessary, including further improvements, to bring the said alterations, changes or additions to the standards required, with all costs to be borne by the Member;
- [c] If the Member fails to comply with the standards required the Directors may cause all measures to be taken so as to comply and may cause their agents and servants to enter the Unit for that purpose; and
- [d] All expenses and costs incurred by the Co-op in doing so shall be due and payable by the Member to the Co-op immediately upon written notice to the Member.

9.04 No compensation for alterations

Upon withdrawal from or termination of membership:

- [a] the Member shall not receive any compensation from the Co-op for alterations, changes or additions left in, on or affixed to the Development or the Unit by the Member;
- [b] if the Member chooses to remove the alterations, changes or additions, the Unit must be left in the same condition as it was prior to the alterations, changes or additions having been made; and
- [c] if the Member refuses or neglects for a period of thirty days following receipt of written notice from the Directors to repair and restore the Unit to its original condition, then the Directors without further notice to the Member may cause repair and restoration of the Unit to be made, and may enter or cause their agents or servants to enter the Unit for that purpose.

9.05 Compliance with alteration procedures

The Member shall comply with the procedures established by the Co-op from time to time for authorization and installation of alterations, changes or additions to the Unit.

10 Exterior Maintenance and Repair of Unit

10.01 Exterior condition

The Member shall at the Member's own expense, keep the exterior of the Unit in good condition and repair and in keeping with the character of the rest of the Development.

10.02 Damage caused by leakage

The Co-op shall not be answerable or chargeable for any decorations nor for any damage caused to contents of the Unit by leakage or overflow of water, electricity, gas, steam or vapour from any water, steam, drain, or gas pipes or electrical conduits, or from any other source, belonging or appertaining to any other part of the Development.

10.03 Liability for damage

The Member shall be liable for any damage to any part of the Lands, Unit, the Pad or the Development caused by a pet of the Member or by those for whom the Member is responsible in law or caused by the negligent act or omission of either the Member or the Member's family, guests, agents, employees or any other person occupying or visiting the Unit.

10.04 Repairs as required

The Member shall make all repairs as required by the Occupancy Agreement in a manner acceptable to the Directors. If the Member at any time fails, refuses or neglects for a period of thirty days after having received written notice from the Directors to make repairs, or to maintain the Unit in good condition, the Directors may:

- [a] cause the repairs to be made, or restore the Unit to good condition; and
- [b] enter or cause its agents or servants to enter the Unit for that purpose.

All expenses and costs incurred by the Co-op in doing so shall be due and payable by the Member to the Co-op immediately upon written notice to the Member.

10.05 Report defects

The Member shall immediately report in writing to the Directors any failure or defect of electrical, mechanical, or structural components or systems of the Unit or the Development of which the Member has notice or knowledge.

10.06 Repairs on leaving

Upon withdrawal from or termination of membership in the Co-op, the Member shall surrender and deliver up to the Co-op vacant possession of the Pad in the same condition and state of repair as at the date the Member took possession, (reasonable wear and tear and damage or loss by fire, tempest, earthquake, the King's enemies, and acts of God excepted). Any additions or improvements must have an approved Pioneer Park building permit and follow current building policies.

10.07 Inspection on withdrawal or termination

The Directors shall cause the Pad to be inspected on, before, or within a reasonable time after withdrawal from or termination of membership and provide the Member with a written list of cleaning, repairs, changes, alterations and restorations which the Co-op requires to be carried out at the Member's expense or if accepted, in writing, by the purchaser.

11 Personal Insurance

11.01 No liability of Co-op for injury

The Co-op shall not be liable for any loss of property or personal injury for which a Member or any other person occupying or visiting the Unit is responsible at law and the Member shall hold the Co-op harmless from any claim with respect thereto.

11.02 Requirement for personal insurance

The Member shall at the Member's expense:

- [a] take and keep in force third party liability, standard fire and comprehensive insurance coverage on the member-supplied fixtures and improvements, furniture and all other contents of the Member's Unit under an insurance policy satisfactory to the Directors; and
- [b] provide the Directors with a copy of the insurance policy or other evidence satisfactory to the Directors on written request for the same,

but no acceptance by the Directors of any insurance policy shall constitute any approval or liability in respect of the adequacy or suitability thereof by the Directors or the Co-op.

11.03 Member may not claim under the Co-op's insurance policy

A Member may not make any claim or require or expect the Co-op to make a claim under the Co-op's insurance policy for any matter for which the Member has or ought to have insurance coverage under the Occupancy Agreement. If in the discretion of the Directors it is in the best interests of the Co-op to make a claim under its policy, the Member shall be liable for any applicable deductible of the Co-op.

12 Liens

12.01 Member not to permit liens

The Member shall not cause or permit any builders' liens or any other lien to be placed upon or against the Lands, the Development or the Unit on account of any material or labour used in the making of any decoration, alteration or repairs to the Unit.

12.02 Co-op may pay lien

If any lien is filed, or an attempt is made by any person, corporation or firm to file a lien against the Member's Unit by reason of the action, conduct or omission of the Member, the Co-op may, at its option:

- [a] pay and discharge any such lien or purchase any such lien; and
- [b] add the amount so paid to the Housing Charge due or to become due hereunder.

The amount shall be immediately due and payable by the Member to the Co-op upon written notice to the Member.

Page left blank on purpose

13 Assignment and Subletting and Failure to Reside

13.01 Subletting and assignment is not permitted

The Member shall not:

- [a] assign this Occupancy Agreement;
- [b] sublet in whole or part the Unit or the Pad;
- [c] otherwise part with possession of the Unit or the Pad; or
- [d] encumber any interest in the Occupancy Agreement.

13.02 Failure to reside

The Member shall reside in the Unit on a full-time permanent basis as the principal residence of the Member and shall not without the written consent of the Directors, cease or fail to reside in the Unit on a full-time permanent basis for a period exceeding six (6) months.

14 Signs or Notices

14.01 Signs not permitted

Unless otherwise permitted by law, the Member shall not place signs or notices on any door, window or wall or other part of the Unit where they may be visible from the outside of the Unit without prior written consent of the Directors, consent to be in the sole and absolute discretion of the Directors.

15 Termination of Membership and Occupancy Agreement

15.01 Right of occupancy

The Occupancy Agreement and the right of the Member, and that of any person residing in the Unit, to possession or occupancy of the Unit or the Pad shall terminate if the membership of the Member is terminated under the Rules.

15.02 Material conditions

For the purposes of the Rules and this Occupancy Agreement, material conditions of this Occupancy Agreement include, without limitation, Section 3 to Section 14 inclusive and Section 22 in their entirety.

15.03 Oppression remedies and arbitration do not apply

If the membership of the Member is terminated, the Member agrees that Sections 156 (i.e. oppression remedy) and 208 (i.e. arbitration) of the Act, and any grievance or dispute procedure that may exist in the Rules or the Policies of the Co-op do not apply and are expressly waived and shall not be invoked by the Member.

16 **Notice and Delivery of Vacant Possession**

16.01 Termination of Occupancy Agreement

This Occupancy Agreement shall be automatically terminated:

- [a] in the case of withdrawal from membership in the Co-op, at 12:00 noon on the effective date of withdrawal; or
- [b] in the case of termination of membership in the Co-op, at 12:00 noon on the date determined by the Co-op pursuant to the termination proceedings under the Rules.

16.02 Vacant possession

The Member agrees to immediately quit and give-up vacant possession of the Pad upon the effective date of withdrawal from or termination of membership. If the Member does not immediately quit and give up vacant possession, then the Member shall pay to the Co-op:

- [a] an amount equal to the Housing Charges herein prorated on a daily basis for each day that the Member fails to quit and deliver vacant possession; and
- [b] any loss or damage the Co-op may suffer as a result of the failure to quit and deliver possession.

17 **Withdrawal**

17.01 Withdrawal from membership

Withdrawal of the Member from the membership of the Co-op shall terminate the Occupancy Agreement, and withdrawal shall occur:

- [a] at any time by written agreement signed by the Member and the Co-op;
- [b] in the circumstances provided for withdrawal specified in the Rules of the Co-op.

17.02 Share redemption

Upon withdrawal from or termination of membership, the Co-op shall redeem the Member's Shares in the Co-op in the amount and in the manner specified in the Rules.

18 Rights and Remedies/Waivers

18.01 Cumulative rights

The rights and remedies hereby created are cumulative and are in addition to all common law and statutory rights and remedies. The use of one remedy shall not be taken to exclude or waive the right to the use of another. Said remedies may be proceeded under simultaneously or successively.

18.02 Failure to pursue remedies

Any failure by the Co-op to terminate the Member's membership because of any breach by the Member of any of the provisions of the Occupancy Agreement or any extension of time granted to the Member for the payments of any amount due under the provisions of the Occupancy Agreement, shall not in any way be construed as a waiver of any of the Co-op's rights hereunder or as an implied future waiver or extension on any subsequent default by the Member.

18.03 Non-waiver of remedies

The failure of the Co-op to insist in one or more instances upon a strict performance of the Member of any covenant herein contained, or the failure of the Co-op to exercise any right or option herein contained, or to serve any notice, or to institute any action or proceeding hereunder shall not be construed to be a waiver or relinquishment for the future of such covenant, option or right, but, on the contrary, every such covenant, option and right shall continue and remain in full force and effect.

18.04 Waiver to be in writing

The receipt by the Co-op of any sum due by the Member, with the knowledge on the Co-op's part of any breach by the Member of any term, covenant or provisions hereof shall not constitute a waiver of the breach, and the Co-op shall not under any circumstances be considered to have waived any breach unless the waiver shall have been expressed in writing signed by two of the Co-op's officers pursuant to authority thereunder given by a resolution approved by the Co-op's Directors.

19 Termination on abandonment

19.01 Termination on abandonment

If the Member has abandoned the Unit, the Co-op may terminate the Member's membership under the Rules.

20 Management of the Co-op

20.01 Duty to pay

The Co-op shall pay insurance premiums on policies of insurance required to be held by the Co-op in accordance with this Occupancy Agreement, and shall pay the lease payments and any mortgage interest and principal amounts due and owing by the Co-op from time to time.

20.02 Management of Development

The Co-op shall maintain and manage the Development, keeping it and the grounds surrounding in good condition and repair, free from obstruction, and shall keep the passageways, roads, sidewalks and common grounds in good repair and order and well lighted.

20.03 Co-op to repair

The Co-op shall keep in good repair the foundations, walls, supports, roof, gutters, beams, pipes, electrical conduits and other equipment or machinery required for the proper operation and safety of the Development. The Co-op may, upon notice as herein required, enter into and upon any portion of the Unit for any of the purposes aforesaid.

21 Insurance of Development

21.01 Insurance by Co-op

With regard to insurance:

- [a] The Co-op shall keep the Development insured (except that this does not include insurance of personal property of the Member) against loss or damage by fire and other perils as the Directors in their discretion may determine.

- [b] In case any of the Development shall be partially damaged by fire or otherwise, the Co-op shall have the same repaired as speedily as possible at the Co-op's expense and in conformity with the plans and specifications on which the Development was erected, except as may be required by law or by Special Resolution of the members, and subject to the provisions of any lease or mortgage charging the Lands.
- [c] In the case of destruction of all or substantially all of the Development by fire or otherwise, this Occupancy Agreement shall thereupon terminate. If the insurers shall elect to rebuild within a reasonable time, the Member shall be entitled to a replacement Unit in the rebuilt Development.

21.02 Damage appraisal

The Co-op shall have an appraisal made of any damage done to each Unit by reason of fire or otherwise. In repairing such damage it shall expend any insurance moneys collected by the Co-op proportionately in accordance with the ratio shown by the appraisal, subject however, to the provisions of any lease or mortgage charging the Lands and Development.

22 **Right to Enter**

22.01 Entry for emergency

If any Co-op employee or agent, including the Co-op co-ordinator or manager, or any Director determines that an emergency exists in or about the Pad or the Unit and the Member cannot be immediately contacted to authorize entry to the Pad or the Unit, then any Co-op co-ordinator or manager, or any Director may, and is hereby authorized by the Member, without notice, to enter the Pad or the Unit to remedy the emergency.

22.02 Costs on emergency entry

Any costs associated with the emergency, the entry or remedial measures shall be borne by the party or parties responsible, as shall be determined by the Directors and the costs to be paid by the Member shall immediately become due and payable by the Member to the Co-op upon written notice to the Member.

22.03 Entry for non-emergency

Where an emergency does not exist, a Co-op employee or agent, including the Co-op coordinator or manager, or any Director shall enter the Member's Unit or Pad only if:

- [a] the Member consents; or
- [b] the Directors give the Member 24 hours' written notice that access is required for a reasonable purpose.

22.04 Definition of "reasonable purpose"

"Reasonable purposes" shall include:

- [a] entry to access, inspect, or repair structures or systems of the Development;
- [b] entry for the purpose of determining if the Member has ceased to occupy the premises or has otherwise abandoned same.

22.05 Time of entry

Entries except in cases of emergency shall be between the hours of 8:00 a.m. and 7:00 p.m.

22.06 No refusal to enter Unit

The Member may not refuse entry to the Unit where Sections 22.01 to 22.05 apply.

23 **Serving Notices**

23.01 Service of notice by the Co-op or by the Member

The Co-op and the Member must serve any notices as required under this Occupancy Agreement in the manner set out in the Rules.

24 Limitation of Liability

24.01 Liability limited

The Member shall indemnify the Co-op against, and save the Co-op harmless from all liability, loss, damage and expenses arising from injury to persons or property caused by the failure of the Member or any person occupying or visiting the Member's Unit or Pad to comply with any provisions of this Occupancy Agreement, or done wholly or in part to any act, default or omission by the Member or any person occupying or visiting the Member's Unit or Pad.

25 Miscellaneous Provisions

25.01 Part of the Rules

This Occupancy Agreement is Schedule "A" to, and forms part of, the Rules of the Co-op and is binding on the Member and the Co-op.

25.02 Amendments to the Occupancy Agreement

This Occupancy Agreement may only be amended or modified by a Special Resolution.

25.03 Interpretation

Wherever the singular or masculine are used in this Occupancy Agreement, the same shall be construed as meaning the plural or feminine or body corporate where the context or the parties hereto so require. Where there are two or more members party hereto, all obligations to be performed by the Member shall be deemed to be joint and several.

25.04 Successors and assigns

The obligations in this Occupancy Agreement shall be binding upon the Member, the respective heirs, executors, administrators, and successors of the Member as if the same had been signed and sealed by the Member. This Occupancy Agreement shall be binding upon and enure to the benefit of the permitted assigns of the respective parties hereto and replaces in its entirety any agreement entered into heretofore with respect to occupancy and use of the Unit.

25.05 Visitors

Any person residing in the Unit who is not accepted as a member of the Co-op shall have visitor status and the Member shall promptly submit to the Directors the name of any adult person with visitor status who is planning to visit the Member for more than 30 days, in aggregate, during the calendar year of the Co-op.

25.06 Notification of Sale

The Member(s) shall notify the Office of Pioneer Park Cooperative Housing Association by filling out a withdrawal form when selling their Unit, within seven (7) days from the date of making the Unit available for sale. A Director who offers their Unit for sale to move out of the Park must resign his/her board seat on the date their unit is listed for sale.