**ISLAND COHOUSING COMMUNITY POLICIES**
**Last revised: January 2025**

**PREAMBLE**

The spirit of Island Cohousing's CommunityPolicies is drawn from the Island Cohousing Guiding Principles and is based on shared purpose, common sense and respect for one another. The intent of these Policies is to outline accepted community principles and standards, alter and change these as necessary, and allow disputes or disagreements that may arise to be settled through a dispute resolution process as outlined in the Association By Laws. These Policies are in addition to and consistent with the 1) Island Cohousing By Laws (our governing document) 2) the Covenants, Conditions, and Restrictions of the Island Cohousing Community Association (which govern what we can do with our properties) and 3) in the case of the four deed-restricted houses, the Deed Rider that is attached to them.

All residents, homeowners, and tenants are bound by these policies and expected to comply with them.

**1. GENERAL STANDARDS**

1.1 Occupancy in and use of the Community and its common area is limited to Members, their guests, and such renters as are permitted in accordance with paragraphs 9.1 through 9.7 herein.

1.2 These Policies shall apply to all Members, tenants, contractors, occupants, and guests residing in or using the common areas or facilities of the Community.

1.3 These Policies may be amended by consensus of the Member Households, or a 75% majority affirmative vote, in accordance with the By-Laws.

1.4 A member in good standing is a household who is no more than $300 behind in payments owed to Island Cohousing. (3/18)

**2. BEHAVIORAL STANDARDS**

2.1 No Member shall do or permit to be done anything in or about his or her house or in common areas which shall interfere with the rights, comfort or convenience of other Member Households, it being the intent that the Community shall be a residential community wherein all residents shall live in a peaceful and friendly environment.

2.2 No Member shall cause or permit to cause any excessively loud noise, which shall cause disturbance to any other Member or occupant. Objectionable noise that extends beyond the private property of the Member Household or common house shall not be permitted between the hours of 10:00 p.m. and 8:00 a.m.

2.3 No smoking shall be permitted in common buildings.

2.4 Members shall be responsible for the actions of their children, tenants, occupants, guests,

contractors and pets, and shall be responsible for educating them about the use of the common buildings,

2.5 No firearms shall be permitted to be discharged on the property. If a resident possesses one or more firearms, the community should be informed and the resident should always keep firearm(s) in a lockbox.

2.6 Any child found to have committed an act of vandalism or theft shall: 1) take full financial responsibility, 2) perform 2-3 hours of community service, and 3) lose privilege to use all common property including but not limited to the pond, basketball court, field, playground, center green, and common house for a period of two weeks. *Following any incident of theft or vandalism, it shall be the responsibility of the current facilitators to see that the terms of the policy are carried out. The facilitators shall select two appropriate adult volunteers to participate in 2-3 hours of community service with the perpetrators.*

2.7 Any child found to be engaging in bullying or aggressive behavior may be sent home and the parent notified. Particularly hurtful or objectionable behavior may result in the child losing privileges to use common property (including pond, basketball court, center green, field & playground) for a limited time and/or requiring the child to do community service, as up the discretion of the Parents Committee.

2.8 Every child resident who wishes to use the common facilities and to play on common property shall attend a minimum of one kids meeting per year, to be attended with an adult. The purpose of this meeting is to review guidelines and discuss behavioral conduct.

**3. LOTS**

3.1 All areas surrounding the houses shall be kept well cared for and free from storage of items not in immediate use.

3.2 Any additions or major exterior changes must be in conformance with the Covenants, Conditions, and Restrictions.

3.3 All garbage and recyclables shall be stored in designated areas .

**4. MOTOR VEHICLES & PARKING**

4.1 No vehicles may be parked except in designated parking areas.

4.2 On the pedestrian ways, emergency vehicles and regularly scheduled delivery vehicles (such as propane and fuel oil trucks) shall be permitted. Household members shall also be permitted to drive vehicles on the pedestrian ways when articles must be moved that are too heavy, cumbersome, or large to fit into carts, or for other such purpose. The Community agrees that this is an occasional and exceptional right that should be exercised as seldom as possible.

4.3 Vehicles shall drive on pedestrian paths at no more than 4 MPH and all repairs necessitated by vehicles shall be the responsibility of the driver. There shall be no overnight parking on the path or

alongside the homes.

4.4 Each house is limited to three (3) cars. Additional and inactive vehicles must be parked in the storage yard if there is room there; otherwise they must be off-site, or an additional vehicle can be allowed if approved by the General Meeting. Individuals may designate parking spots for themselves with the approval of the Design Review Committee. (11/15)

4.5 Due to limited space and concern over abandoned items, all vehicles and other items in the storage yard must be registered and approved with the Admin committee. Unregistered/unapproved items will be billed monthly to the homeowner at $20/day and the cost of towing and any other cost of removal (1/2025).

**5. PETS**

5.1 All pet owners shall act responsibly so as not to allow their pets to cause unreasonable disturbances in occupied common areas and/ or facilities which shall interfere with the rights, comfort or convenience of other Member Households.

5.2 No outdoor livestock or structures for livestock can be located on house lots. Livestock is defined as any animal other than cats or dogs. Livestock can only be kept in the field or garden area of the common lands, and only with the approval of the community. (10/04)

5.3 Dogs must always be leashed, except in the field, and must be supervised at all times. See 9.5 for clause about pets and rentals.

**6. HOME OCCUPATION**

6.1 Home businesses shall be limited to no more than one hired employee per Member Household.

**7. WAIT LIST**

7.1 Island Cohousing maintains a standing wait list for those who wish to join the community by renting or purchasing a home.

7.2 The following steps must be taken to join the wait list:
a. Meet with or talk to a member of the Administration Committee to ask questions, tour the community, and go over the basic dynamics of the community.
b. Send a letter to announce your intentions and give brief background about yourself (and other household members) and why you are considering moving to ICoho.
c. Attend at least one general meeting.
d. Attend at least one social event or Community dinner.
e. Request acceptance to the Wait List.
f. Pay the $20.00 annual fee (to Island Cohousing Community Association) to cover copying and mailing. Keep fees current each year to demonstrate continuing interest.
g. An applicant officially becomes a member of the Wait List upon receipt of a letter from the Icoho Administration Committee.

**8. HOME SALES**

8.1 Island Cohousing is a community of year round homes. Island Cohousing wants to remain a year round community. All members are strongly encouraged to sell homes only to those who expect to occupy them year round. All members are encouraged to sell (or rent year round) their home if at any time they are occupying their home less than nine months per year for two years in a row except in the case of special circumstances. The rental and resale of subsidized homes must comply with Deed Rider and follow the process outlined in the Subsidized Home Sale and Rental Selection Process document.

8.2 If a home is for sale, the owner shall first notify the community, to see if a community member wishes to purchase it. At the same time, the Owner shall notify the Administration Committee, who in turn shall notify all members of the Wait List, if any. Wait List members shall deal directly with the Owner.

8.3 Before a home is sold, the prospective purchaser shall go through steps a-d of the wait list process and be provided a copy of the Covenants, Conditions, and Restrictions (CC&R); Island Cohousing Community Association By-laws, Community Policies, and Guiding Principles (and Deed Rider in the case of the subsidized homes). It shall be the responsibility of the owner to make sure this happens.

8.4 Prior to waiving its option to purchase a house via right of first refusal, the Community will require the purchaser to sign a notarized statement indicating that they have read, understood, and agree to abide by the Community Policies.

8.5 The following policy is a recommended process for Island Cohousing homeowners who are planning to sell their house (9/04). The purpose is to give the community sufficient time to find a suitable buyer before houses go on the open market.

1. A specific process governs the sale of the four subsidized houses, but the remaining 12 have no constraints except that the community has a right of first refusal that it may exercise. But it is difficult and expensive to exercise that right, and rather than reaching that point the process below may achieve the goal by being beneficial to <u>both</u> the seller (avoid some or all real estate commissions) and the community (find a compatible buyer) if followed.

2. Member household should have one or two market analyses done by real estate brokers to determine price (hire only to set price, not to handle sale). Even better is to hire a real estate appraiser to do an actual appraisal of value.

3. Once the price is set, offer the house to the community for a period of two months to find a buyer who will *meet the set price*. This is a key variable. If Owners set an unrealistically high price, we will have a hard time finding a buyer.

4. Once the house is offered, the Admin Committee will notify all parties currently on the wait list (if any) to give them an opportunity to meet the price. Potential buyers will speak directly to the owner unless the owner requests that the Admin Committee help them with this.

5. If nobody on the wait list responds positively, Admin will notify the community and all will try to find a suitable year round buyer who might be an asset to the neighborhood.

6. If a buyer is found, real estate commissions (normally 6% of the sale price, payable by owner),

can be avoided.

7. Once a buyer is found, the Owner has the following options: 1) deal with all complexities of the sale personally, thereby avoiding all real estate commissions (it is recommended that sellers will donate 1% to Icoho for doing the work of finding a buyer who meets the price); 2) ask Admin to handle the sale in exchange for 1.5% of the sale price; 3) hire a realtor to complete the sale (indications are that a realtor, once buyer is found, will handle the rest for a 2% commission.

8. If no buyer is found who meets the price (or a lower price acceptable to the seller) within 60 days of notifying the community, seller would begin work with their selected realtor.

**9. RENTAL OF UNITS**

9.1 Island Cohousing is a community of year round homes. Island Cohousing wants to remain a year round community. All members are strongly encouraged to rent homes only to those who expect to occupy them year round. All members are encouraged to rent their home year round if at any time they are occupying their home less than nine months per year for two years in a row except in the case of special circumstances. The rental and resale of subsidized homes must comply with Deed Rider and follow the process outlined in the Subsidized Home Sale and Rental Selection Process document.

9.2 Any person or persons who intends to live at Island Cohousing or lives at Island Cohousing (with or without a lease) for a period of more than 60 days is considered a resident.

9.3 Before a home is rented, or a portion of the home rented for more than 60 days, the prospective resident must with or talk to a member of the Administration Committee to ask questions, tour the community, and go over the basic dynamics of the community, provide the owner with a CORI report, attend at least one general meeting, (5/24) be provided with a copy of the Community Policies and Guiding Principles, and sign the policies and return. If the resident has children they shall meet with a member of the Parents Committee to review the guidelines and are strongly encouraged to attend Parent Committee meetings. Furthermore, each adult resident shall be expected to contribute to community work. It shall be the responsibility of the owner to make certain that all the parts of this section are carried out.

9.4 Member Households may rent a portion of their house if the house is owner occupied without approval from the Member Households of the Community. The tenant shall sign a lease that incorporates these Policies and obligates the tenant to comply with them. A signed copy of the lease with the attached and referenced policies shall be provided to the Community.

9.5 In an effort to minimize disturbance Member Households shall not be permitted to lease to tenants with dogs or cats without the prior approval of the Community.

9.6 Community compatibility is most important in the selection of tenants. Year-round rentals shall be encouraged and summer rentals shall be discouraged. A 60-day minimum lease provision shall be required to encourage longer-term participation within the community by renters, and this shall be varied only when there are extenuating circumstances that the group deems worthy of exception. Low turnover is essential, and all Member Households shall be encouraged to have no more than one tenant per year.

9.7 The rental policy does not apply to loaning of houses to friends or families, but in these cases it is still the responsibility of both Owner and Occupant to comply with community responsibilities. Any time a house is to be loaned out (or otherwise occupied by other than the Member household) the owner shall provide an email introduction to the community.

9.8 If any owner rents or leases their house for less than 60 days without prior community approval they will be fined $200 per day for each day the house is rented and their tenants and guests will not be allowed to use community facilities. (11/15)

9.8.1 For fully rented houses with absentee landlords, an additional $15/per bedroom per week assessment will be charged. (12/2024).

9.9 When a portion of one of the four subsidized house is rented, and the Owner remains in residence, the Owner need only comply with these policies. The Dukes County Regional Housing Authority shall not be involved when an Owner rents only a portion of their house, but must approve rental of the entire house.

9.10 fees for not following any of these policies. per day? portion of the rental amount? must be less than 9.8.

**10. WORK**

10.1 Everyone is expected to share in the work of keeping Island Cohousing functioning, well-maintained, and orderly.

10.2 People contribute in many different ways (physical, organizational, etc.), with the understanding that the more work we do, as a group, the less costs we incur that must be paid for as part of our assessments.

10.3 There is a designated work coordinator.

10.4 When there is work to be done, the work coordinator is notified. The work coordinator then attempts to find people to do the work, and follows-up to assure that it is complete.

10.5 If the work coordinator is unable to find enough people, with sufficient skills, to get a job done, and if the work coordinator believes it is important to get the job done, they will bring the matter to Administration to see if someone should be hired to do the work.

**11. COMMON HOUSE**

11.1 All use of the Common House will be cleared with the Common House Coordinator(s) (CHC)

11.2 Cleaning: All households will share CH cleaning on a rotating basis as determined by the CHC. In addition, there will be twice yearly deep cleanings by a Work Party organized by the CHC. All event sponsors will be responsible for being certain that CH is cleaned after use.

11.3 In the event that the assigned household does not fulfill cleaning duties, that household will be obligated to pay for the cleaning.

11.4 Common House Rental Fees: Can be found in the rental agreement, and are subject to change at the CHC's discretion. (3/23)

11.5 All Common House renters must be sponsored by a resident who takes responsibility for communicating with CHC. (3/18)

11.6 CHC has the discretion to raise the hourly rental fee if it seems appropriate.
(3/18)

11.7 CHC receives 20% of proceeds (split between all members of CHC equally). (3/18)
(3/23)

11.8 All CH users must take full responsibility for cleaning.

**12. GUEST ROOMS**

12.1 Guest rooms are primarily intended for sleeping and relaxation when visiting an Island Cohousing household (not as "bedrooms" for "living" in the CH).

12.2 The sponsoring household is fully responsible for set-up and post-occupancy cleaning.

12.3 The sponsoring household is fully responsible for communicating to guest(s) the ways of the neighborhood the Common House (no smoking!).

12.4 Each guest room rents for a fee of $15 per night to coho residents, $78.19, tax included, per night for those sponsored but not directly connected to a coho resident. (3/18) (3/23)

12.5 Sign-up calendar is on the ICoho Calendar and is on a first come, first serve basis. Please limit use during busy times of the year (not more than one consecutive weekend at a time in June, July, August, September, without permission of the community) so everyone gets an opportunity to use the rooms.

12.6 CHC receives 20% of proceeds (split between all members of CHC equally). (3/18) (3/23)

12.7 No one may book or use a guest room if they are not a member in good standing. (3/18)

**13. UNCOLLECTED BILLS**

13.1 All individual cohousing bills (for assessments, meals, etc.) shall be paid promptly.

13.2 Due to a variety of circumstances, households may fall behind in money due to Island Cohousing. When these amounts become excessive, Cohousing is negatively affected. The following consequences are standard procedure. Should additional consideration be needed in a particular case, it is the responsibility of the household in arrears to approach the Administration Committee with a proposed agreement for repayment. With or without a proposal for repayment, the following procedures are in place:
a. A 1.5% late fee is applied to balances more than 30 days past due.
b. For amounts in excess of $1,000 that are more than 60 days past due, household will lose

access to guest room rentals until the balance due is an amount that does not exceed 2 monthly payments for that household.
c. For residents who use common house spaces for income-producing purposes, we are sensitive to not wanting to limit options for income, but, if amounts more than 60 days past due exceed $3,000, all use of the common house will be suspended, guest rooms as well as other common house spaces.
d. For non-residents using rental spaces, amounts in excess of $500 that are more than 60 days past due will result in loss of rental privileges until 30 days after the bill is paid in full.
e. Liens may be filed for debts that exceed these guidelines at the discretion of the community. (4/22)

**14. MISCELLANEOUS**

14.1 All proposed agenda items for General Meetings must be submitted to Facilitation Committee in advance of the meeting (3/18)