

CARDIFF HOUSING CO-OPERATIVE INC.

BY-LAW NO. 13

MAINTENANCE AND IMPROVEMENTS BY-LAW

Passed by the Board of Directors: June 18, 1986

Confirmed by the Members: June 24, 1986

CARDIFF HOUSING CO-OPERATIVE INC.

BY-LAW NO. 13

MAINTENANCE AND IMPROVEMENTS BY-LAW

ARTICLE 1

GENERAL

- 1.01 (a) The purpose of this by-law is:
- . to set out the respective responsibilities of the Co-op and of individual members for the maintenance, repair and improvement of Co-op property; and
 - . to establish guidelines concerning what alterations members may undertake within their individual units.
- (b) The By-law does not deal with the management procedures ("Procedures") that will be used to implement the provisions of the By-law. Such Procedures are established by the Board in consultation with the Maintenance Committee and Co-op staff.
- 1.02 (a) The Co-op is generally responsible for the routine maintenance, repair and improvement of the buildings interior, exterior, and grounds in order to:
- . ensure that buildings are structurally sound, safe and secure;
 - . keep mechanical systems and appliances in good working order;
 - . ensure that the Co-op is in compliance with all health, safety, maintenance and occupancy standards required by law;
 - . provide property-related services and facilities to meet the needs of members; and
 - . maintain and enhance the appearance of the property.
- (b) The Co-op may perform its maintenance responsibilities by using Co-op staff, contractors or through the participation of members.
- (c) Members are individually responsible for the upkeep of their units including:
- . cleaning;
 - . carrying out minor repairs;
 - . reporting promptly to the Co-op any problems which they become aware of;
 - . redecorating; and
 - . where applicable, maintenance of private outdoor space.

- (d) **Members** who are unable to carry out unit maintenance or other responsibilities under this By-law because of ill-health, disability or similar reasons may request that the Co-op perform the work by submitting a written request to the Maintenance Committee. In no case, however, will the Co-op assume responsibility for routine cleaning and upkeep of the unit.
- (e) Members are responsible for complying with all municipal property-related by-laws (e.g. prohibiting barbequing on balconies).
- (f) **Members** will be responsible for any costs resulting from repair or replacement of Co-op property which is necessitated by:
 - . the removal by the member of Co-op owned property or equipment;
 - . undue wear and tear caused by the member; and
 - . damage caused wilfully or through negligence by the member.

ARTICLE 2

MAINTENANCE OF UNITS

2.01 Decorating

- (a) Members will be responsible for repainting their units. The Co-op will not **require** members to repaint their units unless repainting is necessary because of undue wear and tear.
- (b) The Co-op will supply members with paint (or reimburse members for the cost of paint) to repaint units every three years and/or, if in the opinion of the Co-op it is necessary when there is a change of occupancy. This allowance may be claimed in installments if the whole unit is not painted at one time. The paint will be provided from a selected range of types and colours. The Maintenance Committee will determine the amount of paint allowable for each size of unit.
- (c) Members who purchase their own paint will be reimbursed the amount that the Co-op would have paid if it had purchased the paint from its supplier. Members who purchase their own paint will be expected to use reasonable discretion when choosing a paint colour. If a dark colour is used, the cost of extra coats of paint required when repainting will be deducted from the Member Deposit when the member moves out.
- (d) Painting equipment and supplies such as brushes and rollers must be supplied by members at their own expense.
- (e) Only surfaces previously painted may be painted unless the prior written permission of the Co-op has been received. Pre-finished window frames must not be painted.

- (f) Members are expected to take due care when painting. Dropcloths or similar protective coverings must be used. Cover plates on outlets, hardware, controls, fixtures, etc. must be masked before painting.
- (g) All wallpaper must be dry-strippable and must be removed when the member vacates the unit unless the member moving in has requested, in writing, that the wallpaper be left in place. Existing wallpaper must be removed before application of any new wallpaper.
- (h) Other wall finishes (such as cloth, tiles, etc.) may be used with the prior written permission of the Co-op, and only if their application will not damage the wall surface. Any damage caused by their application must be corrected by members at their own expense before the unit is vacated. Mirror tiles may not be applied.
- (i) Stucco or textured paint may only be applied to surfaces previously finished with such material unless the prior written permission of the Maintenance Committee has been received.
- (j) Before vacating their unit, members are responsible for the repair of damage caused to walls and ceilings by picture hanging devices, ceiling hangers, etc.

2.02 Floors

- (a) Members are expected on a regular basis to clean and maintain hardwood, vinyl tile and carpet floor coverings.
- (b) The Co-op will periodically renew the finish on hardwood floors. Members may not refinish hardwood floors without prior, written permission from the Co-op.
- (c) Any carpet installed by a member must be installed so as not to cause permanent damage. Rubber-backed carpeting and area rugs must have underlay.

2.03 Appliances

- (a) Co-op owned appliances and their accessories belonging to the Co-op may not be removed or moved from one unit to another or replaced without prior written permission from the Co-op.
- (b) The Co-op is responsible for maintaining Co-op owned appliances in working order and replacing them, as necessary.
- (c) Members are required, on a regular basis, to clean both the interior and exterior of their refrigerators and stoves, in accordance with the recommendations of the manufacturer. Damage to any appliance which is caused by the failure of a member to carry out these responsibilities or otherwise caused by the member's neglect or abuse will be repaired by the Co-op at the member's expense.

- (d) Members may install additional appliances without consulting the Co-op provided no structural alterations or alterations or additions to existing circuits are required to do so. If structural alterations or additions to existing circuits are required, they must be approved, in advance, by the Co-op in accordance with Article 5 below.
- (e) Members may not refinish the surface of appliances.

2.04 Windows and Screens

The Co-op is responsible for the replacement of all broken windows and torn screens. The member will be charged for the cost of the repair if the damage is judged to be the member's fault.

2.05 Pest Control

- (a) In the event of a serious pest control problem in the buildings the Co-op will have the right to take such pest control measures as it considers necessary to deal with the problem. When determining what measure to take the Co-op will have regard for the health of members.
- (b) Exemptions to the general requirement that chemical pesticides be used in units will be allowed to members who obtain a letter from a doctor confirming an allergy or a susceptibility to these products. Members who are exempted from the use of chemical pesticides will be required to co-operate with the implementation of an alternative method of pest control recommended by the Co-op. Such exemptions will only apply to the member's unit, and not to common areas of the building.
- (c) Members must co-operate in the preparation of their units for the extermination services. If members are unable to prepare for extermination services, the Co-op will provide assistance.

2.06 Locking and Security

- (a) The Co-op will maintain all locks on entrance doors to the building and individual units. The Co-op will ensure that office copies of unit keys are securely stored and labelled only with coded identification numbers. The Co-op will ensure that access to unit keys is strictly limited and controlled in accordance with procedures established by the Board.
- (b) After entering or leaving the building, members must ensure that the door used is closed and locked. Members must not leave doors to the building propped open unless the area is supervised.
- (c) Members may not alter the locking system of their unit without the written permission of the Co-op
- (d) If a lock (or a lockable safety chain) is changed or added, a copy of the key must immediately be delivered to the Co-op office.

- (e) Safety chains must be installed in accordance with specifications established by the Co-op.

2.07 Hazards

- (a) Members are not permitted to store highly inflammable substances within their units.
- (b) Smoke detectors installed by the Co-op may not be painted, disconnected, or removed.
- (c) Members must not cause electrical circuits to be overloaded.

2.08 Move-out/Move-in Inspections

- (a) On receipt of notice from a member of intention to vacate, the Co-op has the right to carry out an inspection of the member's unit in accordance with the Occupancy By-law.
- (b) On completion of an inspection, the Co-op will provide the member with a list of repairs required (if any) to bring the unit up to a condition which, in the opinion of the Co-op, is acceptable.
- (c) Where a member is responsible for repairs, a follow-up inspection will take place to ensure that the repairs have been completed. If they have not been completed, the Co-op will arrange for the work to be done and the member will be charged for the expenses incurred.
- (d) The Member Deposit may be applied against the costs of repairs or cleaning which are judged to be the member's responsibility.
- (e) Soon after a new member moves in, a unit inspection will be carried out by the Co-op in accordance with the Occupancy By-law. A report on the condition of the unit will be signed by the member and the Co-op and will be made available to the member.

2.09 Annual Unit Inspections

- (a) As part of its routine maintenance program, the Co-op has the right to carry out an annual inspection of all units to identify present and possible future maintenance and renovation requirements.
- (b) The Co-op will give each household notice of the inspection in accordance with the Occupancy By-law.
- (c) Following the inspection, the member will be given a list of the repairs (if any) required and a follow-up inspection will be scheduled. If the member fails to carry out the necessary repairs, the Co-op will arrange for the work to be completed and the member will be charged for the expense incurred.

ARTICLE 3

MAINTENANCE OF INTERIOR COMMON ELEMENTS

3.01 General

- (a) The Co-op is responsible for:
- . the routine maintenance, repair and periodic redecorating of all interior common areas;
 - . maintaining and servicing mechanical systems, equipment and appliances in the common elements of the Co-op;
 - . relamping lights in the common areas; and
 - . regular testing of the fire alarm system.
- (b) Members must not permit anything to block fire exits, stairs and corridors or public thoroughfares. No footwear or other items may be left in the corridor outside members' units.

3.02 Garbage Disposal

- (a) Members must place garbage in the chutes provided. No boxes or other large items that may block the chute may be disposed of in the chute. All garbage must be in securely tied plastic bags and no garbage may be left in hallways or in garbage chute rooms. Members may only use the garbage chutes between 7:00 a.m. and 10:00 p.m.
- (b) Newspapers and magazines must be bundled separately and left in the collection area provided. They must not be disposed of in the chute or left in the chute room.
- (c) Bottles and aerosol cans must be placed in the collection area provided. They must not be disposed of in the garbage chutes.
- (d) Large items (such as unwanted furniture) must be placed by members in the area designated for City pick-up of such items. The items must be placed in the area only in the evening before the day scheduled for pick-up of such items.

ARTICLE 4

MAINTENANCE AND USE OF EXTERIOR ELEMENTS

4.01 Building

- (a) The Co-op is responsible for the routine maintenance, repair and renovation of the exterior of the building (for example, roofing, masonry, windows, light fixtures, etc.).

- (b) Members are responsible for periodically cleaning the exterior of all balcony windows.
- (c) The Co-op is responsible for periodically cleaning the exterior of all other windows in the building and the interior of common element windows.
- (d) Members are required to co-operate when window cleaning is scheduled (for example, by removing screens and providing convenient access to the unit).
- (e) Members are not permitted on the roof of the building except as may be required to carry out volunteer maintenance or other Co-op related responsibilities or for emergency reasons.

4.02 Grounds

(a) Co-op's Responsibilities

The Co-op is responsible for performing the following common area grounds maintenance (using Co-op staff, contractors or through the participation of members):

- . care of lawns and trees;
- . routine maintenance and repair of driveways, steps and walkways;
- . removal of litter from lawns, walkways, driveways and play areas;
- . maintenance of exterior drains;
- . routine maintenance, repair and replacement of exterior common area lighting, including periodic relamping;
- . regular removal of snow and ice and sanding of common walkways, steps and driveways.
- . all exterior painting, including balcony rails and partitions, inside and outside.

(b) Members' Responsibilities

- . Members are responsible for the reasonable maintenance and orderly appearance of any private outdoor space (including balconies) and walkways leading to their units. In order to maintain the attractive appearance of the property, balconies may not be used to store members' goods (apart from balcony furniture, bicycles and planters).
- . Members must receive prior, written approval of the Maintenance Committee to erect any structure on balconies or other private outdoor space.
- . Members must not paint balcony rails or partitions.
- . Members may not use the grounds of the Co-op for lawn sales except with the prior written permission of the Board.

ARTICLE 5

IMPROVEMENTS BY MEMBERS

- (a) Members must receive the prior written approval of the Co-op before undertaking any alteration to their units or private outdoor space which:
- . involves structural changes (e.g. removing walls);
 - . requires a building, electrical or other permit (e.g. making plumbing or electrical alterations);
 - . is to be left in place permanently (e.g. built-in bookcase);
 - . will affect the external appearance of the unit (e.g. erecting storage shed);
 - . involves changes in the equipment in the unit (e.g. replacement of stove);
 - . alters the division of space in the unit;
 - . would limit Co-op access to the unit (e.g. changing lock or installing burglar alarm).
- (b) Application must be made to the Maintenance Committee and all information requested by the Committee concerning the proposed alteration must be provided.
- (c) The Maintenance Committee is authorized, in accordance with the terms of this By-law, to approve or reject requests and to attach such conditions to approved requests as it considers appropriate. Members may appeal to the Board of Directors if their request is turned down.
- (d) The Board of Directors will establish Improvement Procedures which will set out guidelines for the Committee to use when reviewing requests. These guidelines will be designed to ensure that any alteration undertaken is safe, meets all applicable codes and regulations, does not adversely affect the future marketability of the unit, will be of an acceptable quality and, generally, is in the interests of the Co-op.
- (e) If the Maintenance Committee finds it necessary to employ the services of a consultant in order to determine whether an improvement request should be approved, the member submitting the request will be responsible for the costs involved. (Prior to hiring the services of a consultant, the Co-op will advise the member of the costs and determine whether the member wishes to proceed.)
- (f) The Maintenance Committee may require a member to pay a deposit to the Co-op prior to undertaking an improvement. The deposit may be held pending and returned following satisfactory completion of the work or, in the case of a temporary but major alteration, it may be held by the Co-op until the unit has been restored to its original condition.
- (g) Members are responsible for obtaining and paying for the cost of any permits required by the local municipality. The Co-op must be provided with a photocopy of any permit received.

- (h) The Co-op may, from time to time, set standards of design, materials and quality of work for improvements which members carrying out such improvements must meet.
- (i) Members will not be compensated for the cost of improvements to their units unless the improvements are undertaken at the initiative of the Co-op.
- (j) Fixtures in place are the property of the Co-op. Members may, on a temporary basis, replace Co-op owned fixtures with their own but are responsible for storing the original fixtures and replacing them, in good condition, before they move out.
- (k) If a member undertakes any alteration of the type referred to above without the prior written approval of the Maintenance Committee, or if, at the time of final inspection, the work is judged to be unsatisfactory, the member may be required to restore the unit to its previous condition at his or her own expense.

ARTICLE 6

REIMBURSEMENT FOR EXPENDITURES BY MEMBERS

The Co-op will reimburse members for maintenance-related expenditures which they have made only if they have received the prior approval of the Co-op for the expenditures. Receipts must be provided.

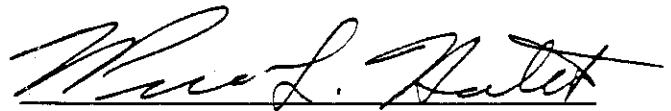
ARTICLE 7

TOOLS AND EQUIPMENT

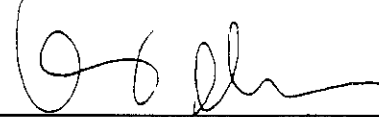
- (a) Maintenance tools, supplies and equipment owned by the Co-op may not be borrowed or used by members for their own use, except for maintenance or repair of their units or of other private space in the building and only on terms established by the Co-op. Such terms may include restriction on the loan of specific items to members.

- (b) Members will be responsible for loss of or damage to any tools or equipment borrowed from the Co-op while in their custody, however caused.

PASSED by the Board of Directors and sealed with the corporate seal of the Co-operative, this 18th day of June, 1986.




President



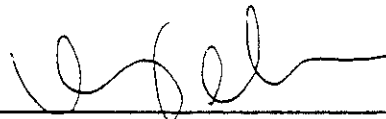
c/s

Secretary

CONFIRMED by at least two-thirds of the votes cast at a general meeting of members this 24th day of June, 1986.



President



c/s

Secretary