

Britannia Glen Co-operative Homes Inc.

Maintenance and Improvements By-law

By-law # 12

Date Approved by the Board of Directors: July 13, 1993

Date Confirmed by the Members: August 12, 1993

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The Co-op's staff co-operates with the Board of Directors to administer this By-law by following its terms.

Article 1 General

- 1.01 (a) The aim of this By-law is:
- to set out the responsibilities of the Co-op and of individual members for the maintenance, repair and improvement of Co-op property; and
 - to set up guidelines about alterations members may do within their own units.
- (b) The By-law does not deal with the procedures ("Procedures") for carrying out the terms of the By-law. The Board sets up procedures in consultation with the Co-op staff and/or any other Co-op Committee designated by the Board .
- 1.02 (a) The Co-op is generally responsible for the routine maintenance, repair and improvement of the buildings' interior, exterior, and grounds to:
- ensure the buildings are structurally sound, safe and secure;
 - keep mechanical systems and appliances in good working order;
 - ensure that the Co-op complies 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 improve the appearance of the property.
- (b) The Co-op may carry out 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 their units, keeping their floor, wall and ceiling surfaces free from a lot of grease, dirt or trash;
 - carrying out minor repairs;
 - reporting promptly to the Co-op any problems they become aware

- of; and
• redecorating.
- (d) Members unable to carry out maintenance and other responsibilities under this By-law may request that the Co-op do the work. This may be because of ill health, disability or similar reasons. They submit a written request to the Board of Directors. The Co-op will not take responsibility for routine cleaning and upkeep of the unit.
- (e) Costs from the repair or replacement of Co-op property are the responsibility of members. Examples of repair or replacement are:
 - the removal by the member of property or equipment the Co-op owns;
 - undue wear and tear caused by the member; and
 - damage caused deliberately or through negligence by the member.

Article 2 Maintenance of Units

2.01 Decorating

- (a) Members are responsible for repainting their units. The Co-op will not tell members to repaint their units unless it is necessary because of undue wear and tear.
- (b) Only surfaces previously painted may be painted unless members receive written permission from the Co-op in advance. Pre-finished window-frames must not be painted.
- (c) Members are expected to take care when painting. Members must use drop cloths or similar protective coverings. Cover plates on outlets must be removed before painting, and all hardware, controls, fixtures, etc. masked before painting.
- (d) Members must remove existing wallpaper before applying any new wallpaper. All wallpaper must be dry-strippable. All wallpaper must be removed when the member vacates the unit. The member moving in may request, in writing, that the wallpaper be left in place.
- (e) Other wall finishes such as cloth, tiles, mirrors, etc. may be used only if they will not damage the wall surface. Members must correct any damage

caused by wall finishes at their own expense, before vacating the unit.

- (f) Stucco or textured paint may only be applied to surfaces previously finished in this way.
- (g) Before vacating their unit, members are responsible for the repair of damage caused to walls and ceilings by hanging devices. If a member fails to do this, the Co-op will repair any damage at the member's expense.

2.02 Floors

- (a) Members are expected to regularly clean and maintain hardwood, vinyl tile and carpet floor coverings.
- (b) The hardwood floors are finished with a varathane finish. The Co-op will periodically renew the finish on the hardwood floors. Members may not refinish their hardwood floors without, written permission from the Co-op in advance.
- (c) Members must install carpet in a way that will not cause permanent damage. Rubber-backed carpeting and area rugs must have underlay.

2.03 Appliances

- (a) Co-op appliances and their accessories belonging to the Co-op may not be removed or replaced without written permission from the Co-op in advance.
- (b) The Co-op is responsible for maintaining appliances it owns in working order and replacing them, as necessary.
- (c) Members must regularly clean both the interior and exterior of their refrigerators and stoves, according to the recommendations of the manufacturer. The Co-op will repair damage caused by a member's neglect of these responsibilities or abuse. The member must pay for these repairs.
- (d) Members may install additional appliances except dishwashers and washing machines without consulting the Co-op if no structural changes or changes or additions to existing circuits are needed. If structural changes or additions to existing circuits are needed, they must be approved, in advance, by the Co-op according to Article 5.

2.04

Windows and Screens

- (a) The Co-op is responsible for replacing 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 case of a pest control problem in the building, the Co-op has the right carry out pest control measures that it considers necessary to deal with the problem. The Co-op will consider for the health of members when choosing the method.
- (b) Chemical pesticides do not have to be used in units of members who have a letter from a doctor saying that the members have an allergy or are sensitive to them. Members who are exempt must agree to another method of pest control recommended by the Co-op. Exemptions will only apply to the member's unit, and not to common areas of the building.
- (c) Members must prepare their units for the extermination services. The Co-op will provide assistance to members who are unable to do the preparation.

2.06

Locks

- (a) The Co-op will maintain all locks on entrance doors to the building and individual units.
- (b) Members must not change the locks on their unit without the advance written permission of the Co-op.
- (c) If a lock is changed or added, members must give a copy of the key to the Co-op immediately.

2.07

Hazards

- (a) Members must store flammable substances (such as cleaning fluids) safely in their apartments.

- (b) Smoke detectors installed by the Co-op must not be painted, disconnected, or removed.
- (c) Members must not overload electrical circuits.

2.08

Move-out/Move-in Inspections

- (a) When a member notifies the Co-op that it intends to vacate, the Co-op will carry out an inspection of the member's unit according to the Occupancy By-law. The member must allow the Co-op to inspect the unit.
- (b) After an inspection, the Co-op will provide the member with a list of repairs needed (if any) to bring the unit up to a condition which the Co-op finds acceptable.
- (c) If a member is responsible for repairs, a follow-up inspection will take place to ensure that the repairs have been completed. The member will be charged for expenses the Co-op incurs for repair work.
- (d) The Member Deposit may be used for the costs of repairs or cleaning which are judged to be the member's responsibility. Where there is no Member Deposit, members are charged for these costs.
- (e) Soon after a new member moves in, the Co-op carries out a unit inspection according to the Occupancy By-law. The member and the Co-op sign a copy of the report on the condition of the unit. The member is given a copy.

2.09

Regular Maintenance Inspections

- (a) The Co-op can carry out a bi-annual inspection of all units as part of its routine maintenance program. The purpose of the inspection is to help in planning for the maintenance and renovation requirements of the Co-op.
- (b) The Co-op will give each household notice of the inspection as stated in the Occupancy By-law.
- (c) Following the inspection, the Co-op will give the member a list of the repairs (if any) needed and will set a date for a follow-up inspection. If

the member does not do the necessary repairs, the Co-op arranges for the work to be completed. The member will be charged for the expense of the work.

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;
 - re-lamping lights in the common areas; and
 - regular testing of the fire alarm system.
- (b) Members must not allow anything to block fire exits, stairs and corridors or public thoroughfares. This includes corridors in the laundry area.

Article 4 Exterior Maintenance

4.01

Garbage Disposal

- (a) Members must put garbage down the garbage chute or in the bin provided. All garbage must be in securely tied plastic bags. No garbage may be left in hallways or common areas.
- (b) Members must place large items (such as unwanted furniture) in the area set aside 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.
- (c) Members will be expected to participate in a recycling program, using the facilities provided by the co-op.

4.02

Building

- (a) The Co-op is responsible for the routine maintenance, repair and

renovation of the outside of the building (for example, roofing, masonry, windows, light fixtures, etc.).

- (b) The Co-op is responsible for periodically cleaning the outside of all windows in the building and the inside of common element windows.
- (c) Members must co-operate when window cleaning is scheduled (for example, by removing screens and providing easy access to the unit).

4.03 Grounds

(a) Co-op's Responsibilities

The Co-op is responsible for doing the following **common area** grounds maintenance (using Co-op staff or contractors):

- routine maintenance and repair of driveway, steps and walkways;
- maintenance of exterior drains;
- routine maintenance, repair and replacement of outside common areas lighting, including periodic re-lamping;

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

- care of lawns and trees;
- removal of litter from lawns, walkways and driveways;
- regular removal of snow and ice and sanding of common walkways, steps and driveways;

Article 5 Improvements by Members

5.01 (a) Members must get the written approval of the Co-op before undertaking any alteration to their units which:

- involves structural changes (e.g. removing walls);
- needs a building, electrical or other permit (e.g., making plumbing or electrical alterations);
- is to be permanent (e.g., built-in bookcase);
- will effect the external appearance of the unit;
- 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) Members must apply to the Board of Directors, or other person or committee which the Board so designates, and give all information the Committee asks for about the proposed alteration.
- (c) The Board of Directors can, according to the terms of this By-law, approve or reject requests. The Board can attach such conditions to approved requests that it considers appropriate.
- (d) The Board of Directors will set up Improvement Procedures which will set out guidelines to be used when reviewing requests. These guidelines will ensure that any alteration is safe, meets all codes and regulations that apply, and does not adversely affect the future marketability of the unit. Alterations will be of an acceptable quality and generally in the interests of the Co-op.
- (e) The Co-op may need to employ a consultant to decide whether an improvement request should be approved. The member submitting the request will have to pay for the costs involved. (Before hiring the services of a consultant, the Co-op will tell the member the costs. The member will decide if they wish to go ahead.)
- (f) The Board of Directors may require a member to pay a deposit to the Co-op before undertaking an improvement. It can hold the deposit until the work has been completed satisfactorily. In the case of a temporary but major alteration, until the unit has been restored to its original condition.
- (g) Members must obtain and pay for the cost of any permits required by the local municipality. The Co-op must receive a photocopy of any permit. Where a permit is required for electrical work, the member is to ensure that an inspection is performed by the applicable governing body. A copy of the inspection certificate is to be provided to the office.
- (h) The Co-op may, from time to time, set standards of design, materials and quality of work for improvements. Members carrying out these improvements must meet the standards.
- (i) Members will not be compensated for the cost of improvements they

arrange for their units.

- (j) Fixtures in place are the property of the Co-op. Members may temporarily replace fixtures owned by the Co-op. Members are responsible for storing the original fixtures and replacing them, in good condition, before they move out.
- (k) The Co-op may require members to restore their unit to its original condition at their own expense, if:
 - members make any alteration without the written approval of the Board of Directors or
 - the work is judged to be unsatisfactory in the final inspection.

Article 6 Reimbursement for Expenditures by Members

6.01 The Co-op will reimburse members for maintenance-related expenses only if the Co-op gave prior written approval for the expenses. Receipts must be provided to the Co-op.

Article 7 Tools and Equipment

7.01 Members will be responsible for loss of or damage to any equipment borrowed from the Co-op while in their custody, however it was caused.

PASSED by the Board of Directors and sealed with the corporate seal of the Co-op on
(date). *July 13/93.*

John Ferguson

President
c/s

Aimee Bejman

Secretary

CONFIRMED by at least two-thirds of the votes cast at a General Meeting of the
Members on (date). *August 12/93.*

John Ferguson

President
c/s

Aimee Bejman

Secretary

BRITANNIA GLEN CO-OPERATIVE HOMES INC.

Change of Address By-law

By-law # 13

Date Approved by the Board of Directors: August 12, 1993

Date Confirmed by the Members: August 12, 1993

Change of Address By-law

By-law # 13

This By-law of Britannia Glen Coperative Homes Inc. changes the the location of the head office of the Co-operative from:

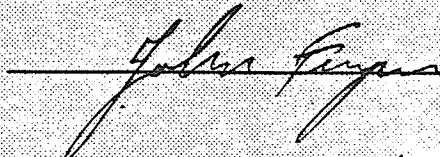
c/o 22 Mowat Avenue, Suite 100
Toronto, Ontario
M6K 3E8

to:

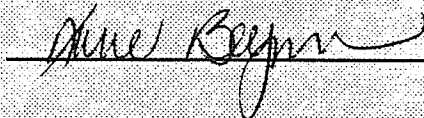
5995 Glen Erin Drive,
Mississauga, Ontario,
L5M5P7

effective September 1, 1993

PASSED by the Board of Directors and sealed with the corporate seal of the Co-op on (date). *August 12/93.*



President
(corporate seal here)

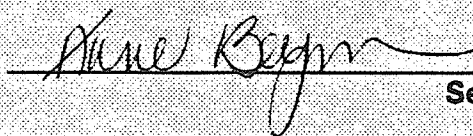


Secretary

CONFIRMED by at least two-thirds of the votes cast at a General Meeting of the Members on (date). *August 12/93*



President
(corporate seal here)



Secretary