

COOPÉRATIVE D'HABITATION BEAUPARLANT INC.

BY-LAW NO.10

MAINTENANCE AND IMPROVEMENTS BY-LAW

Passed by the Board of Directors on the 7 day of February, 1994.

Confirmed by the Members on the 24 day of January, 1995.



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PREAMBLE

Preamble

Co-operative housing is based on the principles of self-management and self-reliance:

Individual Members contribute to the financial soundness of their Co-op community:

The maintenance of the actual physical buildings is a keystone of sound Property Management and fiscal responsibility:

Individual participation by the membership is the most direct and practical method of achieving these goals:

The Co-op has decided that in order to keep housing charge increases to a minimum, you as a member of the Co-op are responsible for the routine maintenance of your unit. This is similar to the way home owners perform many of their own repairs in order to keep their costs down.

Routine items such as the changing of washers, caulking of bath and kitchen areas, replacement of screens, lubrication of locks and hinges are your responsibility as an individual member.

Where and when possible the Co-op may assist you with advice, tools, physical or material help. But, at no time will the Co-op assume the responsibility for the general upkeep and repair of your unit.

The following by-law will outline the specific duties and responsibilities of the co-operative and the members in more detail but the basic premise is one of individual members participating for the common good.

Article 1: General Information

1.01

- (a) The purpose of this By-law is:
 - i) to set out the responsibilities of your co-op in providing a place for you to live that is clean, well maintained and which meets all standards of effective property management:
 - ii) to set out your responsibilities and obligations as a member of your co-operative.
 - iii) to set guidelines about what alterations members may make to the units and what conditions must be met before any alterations may be made.
- (b) This By-law does not deal with the procedures that will be used by the co-op for management of the property. The procedures must be developed by the board, the Property Management Committee and Maintenance staff. These procedures must be made available to the members and should either accompany these by-laws or be put into the Member Handbook of the Co-op.

1.02

- (a) The Co-op is generally responsible for the routine maintenance, repair and improvement of the buildings - interior, exterior, and grounds. This obligation of the Co-op will be met by the Property Management Committee, any sub-committees that are established and maintenance staff. The Board, the committee and the members will undertake this management function in order to:
 - i) be sure that buildings are structurally sound, safe and secure;
 - ii) keep mechanical systems and appliances in good working order;
 - iii) be sure the Co-op is in compliance with all health, safety, maintenance and occupancy standards required by law;
 - iv) provide property-related services for you as a member of the co-operative; and
 - v) maintain and enhance the appearance of the property.
- (b) The Co-op must make a reasonable effort to provide member education so that you will know and understand what is required of you. The education should also provide you with the hands-on training that will allow you to meet your obligations in the upkeep of your unit.

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2.01

2.01 Decorating

Note: You CANNOT paint or paper your unit until the first year inspections have been completed. This usually occurs within the first 16 months of the Co-op being occupied. The builder's warranty may be invalidated for the entire co-op if you or any members have painted or papered before the final inspection. If you paint or paper, cracks or imperfections cannot always be seen during the final inspections. If you have put up any wallpaper, it will be removed during the inspections.

- (a) You will be responsible for the (physical) painting of your unit. The co-op will not make you repaint unless your unit is showing signs of wear and tear.
- (b) The Co-op will subsidize some of the cost of the paint to repaint your unit (this applies to all units in the co-op and is not to be confused with rent-geared-to-income subsidies). Your unit should be completely repainted every three years; but it will depend on whether it is needed or not. You may have to paint it more often if it is considered necessary such as when you move out if it is looking worn. The co-op may subsidize part of the cost of paint for your unit when you move in. The board will decide if it is needed.

You do not have to paint the whole unit at one time; it can be done a room at a time if you wish. The committee will decide how much paint subsidy is required for your size unit or the individual rooms within the unit. You will have to pay for any extra paint beyond this amount. The co-op will not pay for wallpaper; that is your cost.

- (c) The Co-op will set the methods by which the paint subsidies are administered in the attached Maintenance Procedures Manual.
- (d) Oil-based / alkyd paints may only be used in kitchens and bathrooms. All other interior areas must use Latex paints. You are expected to choose a paint that is a reasonable colour. Pastels and pale colours are preferred. Yellow should be avoided because of the difficulty in covering it but you can choose it knowing that it will cost you more to repaint later. If you choose a dark colour, you will have to pay for the extra cost of paint to return the unit to a pale, neutral colour when you move out or repaint. Remember, the co-op sets how much paint it should take to paint the unit. You will be responsible for repainting before you move out if it is necessary.
- (e) You must buy your own painting equipment and supplies such as drop cloths, brushes and rollers. The co-op does not supply

these items and will not pay for them.

- (f) You may only paint surfaces that were painted when you moved in. This means that you cannot paint such things as cabinet faces, pre-finished window frames and factory finished metal surfaces.
- (g) You must take care of the co-op property while you are painting. You must use drop-cloths and other protective coverings. All duplex and switch-plate covers must be removed before you paint. All hardware, controls and fixtures must be masked before you paint.
- (h) You cannot put up any new wallpaper until all of the old wallpaper and its backing have been removed. You may only use dry-strippable wallpaper. You must remove the wallpaper when you move out unless the new member agrees (in writing) to have it left in place.
- (i) DO NOT put up any other wall-coverings such as cloth, tiles, mirrors etc. until you have the written permission of the board to do so. If the materials damage the wall by their application or removal, you will have to pay for any repair to the surface and have the work done before you move out.
- (j) Stucco or textured paint CANNOT BE REPAINTED without prior written permission.
- (k) BEFORE you move out, you will have to fix and/or paint over damage caused to walls and ceilings by the use of picture hangers, traverse/drapery rods, ceiling hangers etc. All repairs must meet the standards established by the Co-op.
- (l) You must return the unit to at least the state it was in when you moved into it. The unit must be in reasonable condition when you move out.
- (m) If you are making an internal move, the condition of the unit that you are moving into will have no bearing on your obligations to leave your unit clean and in a good state of repair.

2.02 Floors

- (a) You are expected to clean and maintain any floor coverings and materials in your unit.
- (b) The co-op will periodically replace floor coverings and materials. You cannot install any floor covering or change any flooring materials without express, prior, written permission.

2.03

Appliances

- (a) The co-op owns the appliances and their accessories and you must not move them from one unit to another without written permission. You cannot replace co-op appliances without written permission. If you own appliances and wish to move them into the unit, you must meet all by-law requirements about storage of unwanted items and about replacing co-op appliances. (Members are not encouraged to bring appliances such as fridges and stoves to the co-op).
- (b) It is the co-op's responsibility to maintain the appliances in good working order and to replace them as needed.
- (c) You must keep the inside and outside of the appliances clean through regular cleaning as recommended by the manufacturer. You will have to pay to repair or replace any appliances or their accessories damaged by your negligence or abuse.
- (d) You CANNOT INSTALL additional appliances without consulting the co-op. This would include dishwashers (built-in), air conditioners and butane / propane heating equipment. If it is discovered that you have done so, the co-op will cause you to remove the appliance(s) and return the unit to its original state. The co-op will then consider your request to install the appliance.

2.04

Windows and Screens

The Co-op is responsible for replacing all torn or damaged screens and broken windows. However, you will be charged with any costs of repair if it is judged that it is your fault the window is broken or the screen is torn. (See also Community Living by-law, pet policy)

2.05

Pest Control

- (a) If we ever have a serious pest control problem, the co-op has the right to take whatever measures are needed to correct the problem. The co-op will consider the health needs of the members when making a decision about what measures are needed.
- (b) You may get an exemption from the use of certain types of pesticides in your unit if you have a letter from your doctor proving that you have an allergy or a susceptibility to these products. However, you will be required to co-operate with

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whatever alternate method is chosen. The exemption will only apply to your unit and will not apply to any common areas of the co-op.

- (c) You must co-operate with pest control by preparing your unit for the extermination services. If you are not able to prepare for this, the co-op may assist you.

2.06 Locks

- (a) The Co-op will maintain all locks. This includes locks for buildings and for your unit.
- (b) You cannot alter the locking system for your unit without written permission from the co-op. Any new locks you are allowed to install must be keyed to the master for the co-op.
- (c) When a lock is changed or added, you must give a copy of the key to the co-op office.
- (d) The co-op is not concerned about you making copies of your keys for your family but you must report how many keys you have made and to whom they have been given. Please notify the office when you or your family lose a key. On move-out, you must return all keys - including copies - to the Co-op office.

2.07 Hazards

NOTE: You cannot violate any Federal/Provincial/Local Fire codes, Environmental Protection Acts, Propane codes, Hazardous materials storage regulations, building codes etc., which may cause an undue safety hazard to you or the co-op., e.g., no bicycles in the hall-ways, no propane tanks (gas barbecues) on balconies/patios, no alterations to existing wiring.

- (a) You are not permitted to store highly flammable substances within your unit.
- (b) Smoke detectors installed by the Co-op may not be painted, disconnected, or removed. Smoke detectors must be disposed of as per the manufacturer's recommendation. (Smoke detectors contain minute radio-active particles which are hazardous to the environment.)
- (c) You must not cause electrical circuits to be overloaded.
- (d) The co-op will leave it to local authorities to deal with you if you deliberately cause a false fire alarm, park in a fire lane, falsely discharge a fire extinguisher or deliberately cause any reckless endangerment to the co-op and its members.

2.08

Plumbing and Electrical

- (a) Bathroom exhaust fans MUST NOT BE DISCONNECTED and must be kept in proper working order at all times.
- (b) Bath and kitchen area caulking must be maintained. Silicone caulking must be used. Tub-surround surfaces must be kept sealed at all times (if applicable). It is recommended that this be done every 6 months.
- (c) Floor drains must be kept clear and free-flowing.
- (d) You must keep all FLAMMABLE MATERIALS AWAY FROM ALL SOURCES OF COMBUSTION. (Sources of combustion include stoves, heaters and water heaters. Flammable materials include paper, paint and solvents.)
- (e) You must have a clear path and free access to your electrical breaker panel.
- (f) Kitchen exhaust filters must be kept clean at all times. The frequency of cleaning will depend on factors that include your cooking style. If you fry foods often, you will have to check the filter almost weekly.

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chairperson of the Maintenance Committee or her/his representative. It is your responsibility to determine to whom you will return the keys. (Members moving into a unit should not expect to move in before 4:00 p.m. on the first of the month so that any needed cleaning and repairs can be completed.)

- f) When a new member moves into the unit, an inspection will be held which will determine the state of the unit at the time of move - in. This inspection report will be considered against the move-out inspections to determine which items existed at the time of move-in and therefore are not the responsibility of the vacating member. It is in your best interests to take a quick survey of your unit on move-in to determine which items of needed repair or damage may exist. You will sign a copy of the move-in inspection report so read it carefully to see that it included all items you noted.

3.02

Annual Unit Inspections

- a) As part of an effective Property Management program, the Co-op will conduct yearly inspections of each unit for the purpose of budgeting needed maintenance costs and to maintain the physical property of the co-operative. The inspections will identify any current maintenance needs and help the Property Management Committee prepare for future needs.
- b) You will receive proper notice of the annual inspection as laid out in the Occupancy By-law. Notices will announce the General timing of the inspections and you will receive notice of the actual date/time of the inspection for your unit. You are responsible for having someone from your household available to let the inspection team enter the unit to conduct the inspection OR for arranging a more convenient time for the inspection. The person will be asked to sign the inspection form; it is best if that person has some authority in the household to do so.
- c) After the inspection, you will be given a list of the repairs that are considered your responsibility. It is up to you to complete these repairs before a follow-up inspection is conducted. If you fail to complete the repairs, the co-op will arrange to have the work done and you will be charged for the costs as outlined in 3.01 (c).

3.03

Damage Control Inspections

From time to time, it may be necessary for the Co-op to inspect your unit. This would happen when there is cause to believe that some

3. INSPECTIONS OF UNITS AND PROPERTY

problem in your unit is causing damage to Co-op property. These inspections may only be done by direct written orders of the Board of Directors. The Board will first determine whether a situation of harassment exists.

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4. ACCESS BY REPAIR PERSONNEL

Article 4: Access by Repair Personnel

- 4.01** From time to time, repairs will have to be made to your unit by outside tradesmen, co-op staff and maintenance committee members. You MUST PREPARE A CLEAR, UNCLUTTERED PATH to those parts of the unit or any equipment that may need repair. Emergency situations (real or apprehended) are covered by the Occupancy By-law Article 5.6.

Article 5: Maintenance of Interior Common Elements

5.01

General

- (a) The Co-op is responsible for:
 - i) routine maintenance, repair and periodic redecorating of interior common areas;
 - ii) maintaining and servicing mechanical systems, equipment and appliances in the common areas of the Co-op;
 - iii) re-lamping lights in the common areas; and
 - iv) regular testing of the fire alarm systems.
- (b) You are responsible for keeping all fire exits, stairs, corridors and public thoroughfares free and clear.

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Article 6: Garbage Disposal

6.01

It is important that the co-op maintain a clean, litter-free environment for its own members and for its image in the larger community. Just a reminder; You are the Co-op.

- (a) No boxes or other large items may be placed at the curb until the night before pick-up.
- (b) Newspapers and magazines must be bundled separately and left in the Recycling collection area. (Where recycling is being done in the co-op).
- (c) Bottles must be placed in the designated area provided on the day specified. (Where recycling is being done in the co-op).
- (d) All garbage must be in securely tied plastic bags.
- (e) Large items, such as unwanted furniture or appliances, cannot be stored on patios or balconies of the units.
- (f) You are responsible for picking up any litter that you encounter. It is important that you explain to your family and visitors that this is your home and that it is important to you and the other members of the co-op that it be kept neat and tidy.

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Article 7: Exterior Maintenance

Note: In the first year of occupancy, you cannot tamper with the grading of the land in any way. This would include planting or digging in significant areas of the grounds that would affect water drainage etc. IN ALL CASES, you must have 'locates' done before any digging can occur, i.e., gas, hydro, phone lines etc. This does not mean that you cannot put in small flower gardens or similar small plantings. Check with the maintenance committee or your maintenance staff.

7.01 Building

The Co-op (the membership) is responsible for seeing to the routine maintenance, repair and renovation of the exterior of the buildings. This includes such things as roofing, masonry, etc..

7.02 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):

- i) care of lawns and trees;
- ii) routine maintenance and repair of parking areas, steps and walkways;
- iii) maintenance of exterior drains;
- iv) routine maintenance, repair and replacement of exterior common area lighting, including periodic re-lamping;
- v) regular removal of snow and ice and the sanding of common walkways, steps, parking and roads;
- vi) all exterior painting.

(b) Members' Responsibilities

You are responsible for the reasonable maintenance and orderly appearance of any private outdoor space such as balconies, patios, driveways and walkways leading to your unit. (remember your co-op's image in the larger community)

You are also responsible for assisting with the Annual Spring and Fall Clean-up days/weeks as set by the Co-op. You are free to determine what your involvement will be as long as it constitutes

7. EXTERIOR MAINTENANCE

a fair share of the work. Exemption from this requirement may be granted by the Board of Directors if you qualify for reasons of health or ability.

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Article 8: Improvements by Members

8.01

You must receive the prior written approval of the Co-op before you undertake ANY alteration or improvement to your unit or private outdoor space. (i.e):

- i) any structural changes such as removing walls;
- ii) changes which require a building or other permits such as gas, electrical or plumbing alterations. (see also: 8.07, 2.03 d)
- iii) anything that is left in place permanently, e.g. built-in bookshelves;
- iv) anything that will affect the external appearance of the unit such as a storage shed;
- v) any changes to any equipment in the unit such as replacing stoves or fridges;
- vi) anything that would change the division of space in the unit;
- vii) anything that would limit Co-op access to the unit such as changing the lock or installing a burglar alarm;
- viii) any change in light fixture(s) or installing a ceiling fan.

This list does not include everything that may be changed; it is important that you clear any changes before you do anything to the unit. You will likely be required to restore your unit to its original state before you move out; permanent changes are not likely to be approved.

8.02

You must apply to the Maintenance Committee for an Improvement Permit and you must provide all the information that the committee may need to make its decision. This can include estimates of costs for the work, how you will return the unit to a reasonable state and any permits as needed. The Co-op will be responsible for supplying you with a request form. You cannot undertake any work until you have received the permit to do so; the act of applying for permission is not enough. The co-op must give you its decision within a reasonable time. The reasonable 'time' may vary from a quick, "Yes, go ahead; here's your permit." to a longer appraisal process as listed below.

8.03

The Maintenance Committee is authorized, in accordance with the terms of this By-law, to approve or reject any requests at a duly constituted committee meeting, in consultation with staff. Maintenance staff does not have the authority to approve any requests

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- i) The committee can put conditions on any request it approves and these conditions must be met.
- ii) You may appeal a rejection of your request by sending a letter of appeal to the Board of Directors. You are encouraged to talk with the committee to see what can be worked out before going to the Board.

The Board of Directors will establish Improvement Procedures which will set out guidelines to help the Committee in making its decisions about requests by members. These guidelines will be designed so that:

- ## 8.05

If the Maintenance Committee must hire a professional for consultation about your request for an improvement, you will be responsible for paying the consultation fee and any other costs that may be involved. (mileage, etc.) The co-op will contact you before any consultant is hired and you can decide whether you wish to proceed and pay these costs.

The committee may require you to pay a deposit before you make any alterations.

- i) The deposit may be held by the co-op until your alteration is safely and satisfactorily completed.
- ii) If your improvement is Temporary but appears to be a Major Improvement, the co-op may hold your deposit (without interest being paid to you as per Occupancy By-law, 3.2(e) until the unit has been returned to the state it was in when you moved in.

8.07 You are responsible for obtaining and paying for any permits or inspections you may need. The Co-op must be given the original permit and will be responsible for making a photocopy of the permit to go into the records. The original will be returned to you.

8.08 The Co-op may set standards of design, materials and quality of work for improvements. (The minimum standards will be as per CMHC approved for materials; minimum standard for design will be the Ontario Building Code. The Co-op may insist on materials and designs which exceed these minimum standards. You will be expected to meet all of these requirements and will not receive your deposit back unless you do meet these standards.

8.09 You will not be compensated for the cost of improvements that you have chosen to make on your own. The Co-op will only reimburse you for changes that are initiated by the Co-op. The Co-op retains all rights as outlined in this article no matter who will pay for the improvements.

8.10 You are allowed to change the fixtures in your unit as set out in this by-law BUT, the co-op owns the fixtures that are in place when you move in. You are responsible for the safe-keeping of any co-op materials that you may be storing while using your own. You must also replace the co-op fixtures before you move out. (except where a new member agrees in writing to accept the fixture and responsibility for storing the Co-op fixture. This is referred to as subrogation of responsibility, i.e., passing on of responsibility. [similar to article 2.01 h])

8.11 If you make any changes or alterations without the prior written permission of the committee, you will likely be required to restore the unit to its original condition at your own expense. The co-op will not be unreasonable in assessing these situations but it cannot allow members to randomly make changes because of the precedent that would be set. The Co-op may require you to pay a fine for failing to meet the conditions of prior approval as set out in this by-law.

- a) If you fail to meet any standards as set by the co-op you will also be required to restore the unit (or part of the unit) to the condition it was in when you moved in.

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Article 9: Reimbursement for Expenditures by Members for Improvements to Units

- 9.01 This Co-op may choose to reimburse you for some improvements that you have made if the committee feels that the improvement is of benefit to the co-op and should be left in place when you move out. This will not generally be the case. You must supply receipts to receive this money. The co-op will only cover the cost of materials; not labour. Members are reminded that they will never be paid for time/labour they provide for the co-op; either in the units or the common areas. You as a member benefit from the contributions made by all members where this can reduce costs to the Co-operative.
- 9.02 Due to the limits set by the co-op budget, generally, you should not expect to be reimbursed for improvements you choose to make.

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10. TOOLS AND EQUIPMENT / USE OF WORKSHOP SPACE

Article 10: Tools and Equipment / Use of Workshop Space

- 10.01** a) Normally, you cannot borrow the tools and equipment owned by the co-op for your personal use.
- b) You must get written permission to use the Co-op workshop and must leave the workshop clean each time you leave. A refundable deposit will be required for use of the room. You are responsible for any damage caused while you are there. The shop will only be available for personal use when it is not being used for Co-op purposes.
- 10.02** The Maintenance Committee will set out terms and conditions under which co-op-owned equipment and the workshop may be used.
- 10.03** You will be responsible for the loss or damage to any Co-op equipment you have. This will apply no matter how the damage occurs.

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11. MEMBER EDUCATION

Article 11: Member Education

11.01 The Co-op is responsible for providing Maintenance Education for all members. This may be in the form of seminars and/or a Member Maintenance Handbook.

11.02 You are required to attend any training events which may be scheduled and to be aware generally, of the contents of this by-law.

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12. COMING INTO FORCE

Article 12: Coming Into Force

12.01 This By-law will come into force after it is passed by the Board of Directors and confirmed by a meeting of the members.

MAINTENANCE AND IMPROVEMENTS BY-LAW

CERTIFIED to be a true copy of By-law No. 9 of Coopérative d'habitation Beauparlant Inc., passed by the board of directors at a meeting held on the 7th day of February, 1994 and confirmed by a two-thirds majority at a meeting of members held on the 24th day of January, 1995.

President

c/s

Secretary

AMENDING BY-LAW No.22

(By-law to amend the Maintenance and Improvements By-law No.10)

BE IT ENACTED as By-law No.22, of Coopérative d'habitation Beuparlant Inc., that the Maintenance and Improvements By-law No.10, Article 2.01, Decorating, be replaced with the following:

2.01 Decorating

NOTE: You may choose to paint your unit, in accordance with the co-op paint policies during the course of your membership. However, once move-out notice is given; you may paint yourself as long as it is done properly. If the paint job does not pass inspection, you will be charged to get it redone.

- (a) The Co-op will subsidize some of the cost of the paint to repaint your unit (this applies to all units in the co-op and is not to be confused with rent-geared-to-income subsidies). Your unit should be completely repainted every five (5) years. The Co-op will not subsidize the cost of paint within a three (3) year period. You may have to paint it more often if it is considered necessary such as when you move out if it is looking worn. The Inspection Committee will decide if it is needed.
- (b) The Co-op will set the methods by which the paint subsidies are administered in the attached Maintenance Procedures Manual.
- (c) If you choose to paint during the course of your membership, you may only use latex paints. Neutral colours are preferred. If you choose a colour that is difficult to cover, you will be responsible for the cost of a primer sealer such as **KILZ** primer.
- (d) You will be responsible for the cost of repainting to co-op colours if the new member does not like the colours.
- (e) You must buy your own painting equipment and supplies such as drop cloths, brushes and rollers. The co-op does not supply these items and will not pay for them.
- (f) You may only paint surfaces that were painted when you moved in. This means that you cannot paint such things as cabinet faces, pre-finished window frames.
- (g) You must take care of the co-op property while you are painting. You must use drop-cloths and other protective coverings. All duplex and switch-plate covers must be removed before you paint. All hardware, controls and fixtures must be masked before you paint.
- (h) You cannot put any new wallpaper until all of the old wallpaper and its backing have been removed. You may only use dry-strippable wallpaper. You must remove the wallpaper when you move out unless the new member agrees (in writing) to have it left in place.
- (i) DO NOT put up any other wall-coverings such as cloth, tiles, mirrors etc. If any materials

damage the wall by their application or removal, you will have to pay for any repair to the surface and have the work done before you move out.

- (j) BEFORE you move out, you will have to fix and/or paint over damage caused to walls and ceilings by the use of picture hangers, traverse/drapery rods, ceiling hangers etc. All repairs must meet the standards established by the Co-op. If there are excessive damages due to the installation of wall fixtures, you will be charged back for cost of repairs.
- (k) You must return the unit to at least the state it was in when you moved into it. The unit must be in reasonable condition when you move out.
- (l) If you are making an internal move, the condition of the unit that you are moving into will have no bearing on your obligations to leave your unit clean and in a good state of repair.

CERTIFIED to be a true copy of By-law No.22 of Coopérative d'habitation Beauparlant Inc., passed by the Board of Directors at a meeting held on the 27 day of MAY, 2015, and CONFIRMED by a two-thirds vote at a meeting of members held on the 22 day of JUNE, 2015.

Rene Racicot
President

c/s

Wayne Martin
Secretary