

CITY PARK CO-OPERATIVE APARTMENTS INC.

BY- LAW NO. 5

MAINTENANCE AND IMPROVEMENTS BY- LAW

A By-Law relating generally to the responsibilities of the Co-op and its members for the repair and maintenance of the Co-op's land and buildings.

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TABLE OF CONTENTS

	Page Number
ARTICLE 1 – GENERAL	
1.1 Purpose	
1.2 Reference to Other By-Laws	
1.3 Designations by the Board	
1.4 Members' Liability	
1.5 Residential Tenants	
1.6 Commercial Tenants	
1.7 Coming Into Force	
ARTICLE 2 – DIVISION OF RESPONSIBILITY FOR MAINTENANCE	
2.1 General	
2.2 The Board of Directors	
2.3 The Maintenance Committee	
2.4 The Members	
2.5 The Property Management Staff	
ARTICLE 3 – MEMBERS' ONGOING MAINTENANCE RESPONSIBILITIES	
3.1 General	
3.2 Members' General Responsibilities	
3.3 Members' Responsibilities: Within Their Units	
3.4 Unit Inspections	
3.5 Members' Responsibilities: Mechanical and Electrical Systems	
3.6 Members' Responsibilities: Exterior Maintenance	
ARTICLE 4 – MEMBERS' MAINTENANCE RESPONSIBILITIES ON MOVE-OUT	
4.1 General	
4.2 Inspection Procedure	
4.3 Detailed Tasks on Move-out	
4.4 General Move-out Responsibilities	
4.5 Move-out Responsibilities: Unit Interior	
4.6 Move-out Responsibilities: Unit Exterior	
4.7 Damage	
ARTICLE 5 – CO-OP'S MAINTENANCE RESPONSIBILITIES	
5.1 General	
5.2 Co-op's Responsibilities: Within Units	
5.3 Co-op's Responsibilities: Interior Common Elements	
5.4 Co-op's Responsibilities: Exterior Maintenance	
ARTICLE 6 – INSPECTION OF UNITS	
6.1 Purpose and Notice of Inspections	
6.2 Determination of Repairs and Assessment of Charges	
6.3 Appeal Procedure	
ARTICLE 7 – ALTERATIONS TO UNITS	
7.1 General	
7.2 Approval Procedure	

- 7.3 Application Procedure**
- 7.4 Alterations Deposit**
- 7.5 Building Permits**
- 7.6 Alterations Improperly Undertaken**

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MAINTENANCE AND IMPROVEMENTS BY- LAW

The following is enacted as a By-Law of City Park Co-operative Apartments Inc. (the "Co-op").

1. ARTICLE 1 – GENERAL

1.1 Purpose

- a) This By-Law deals with the responsibilities for the repair and maintenance of the Co-op's land and buildings.
- b) The Occupancy By-Law (Paragraph 5.4) requires the Maintenance and Improvements By-Law to set out:
 - i) members' maintenance responsibilities for their units and common areas of the Co-op;
 - ii) standards of cleanliness and repair to be observed by members when vacating their units;
 - iii) conditions under which members may make alterations to their units.
- c) Added 13.09.92 For the purpose of this By-Law, the following definitions will apply as they relate to the wear and tear of the Co-op Property including appliances, cabinets and drawers, cupboards, curtain rods and tracks, electrical fixtures, plumbing fixtures, doors, windows, ceilings, floors, walls, balconies:
 - i) "wear and tear", "normal wear and tear" and "expected wear and tear" mean the damage, loss or deterioration deemed by the Co-op to be the result of ordinary use having regard to the age of the property and the length of occupancy.
 - ii) "undue wear and tear" means damage, loss or deterioration deemed by the Co-op to be over and above that described in para. 1.1 (c)(i).

1.2 Reference to Other By-Laws

Many provisions of this By-Law also appear in the Co-op's Organizational and Occupancy By-Laws and in the event of any conflict, the latter By-Laws shall prevail.

1.3 Designations by the Board

The Board may designate to the Maintenance Committee, to the Property Manager or to other employees or persons, responsibility for approvals, exemptions, damage assessments and determination of amount of Alteration Deposits and another matter referred to in this By-Law.

1.4 Members' Liability

Members shall be responsible for the acts, omissions and behaviour of their household, guests or sub-occupants and all persons invited or permitted into the unit, common elements or other property of the Co-op by the Members, their household guests or sub-occupants; in accordance with Articles 5.5 and 8.2, Occupancy By-Law.

1.5 Residential Tenants

This By-Law is deemed to apply to residential tenants of the Co-op except where their relationship to the co-op is governed by the Landlord and Tenant Act.

1.6 Commercial Tenants

The Co-op's relationship to commercial tenants shall be governed by whatever lease or tenancy agreement has been entered into between them and the Co-op.

1.7 Coming Into Force

This By-Law shall come into force only after being passed by a resolution of the Board and confirmed by at least two-thirds majority of the votes cast at a meeting of the Members. Any original fixtures, including light fixtures, that are missing from a unit at the time this By-Law comes into force, and any additional appliances that were already installed or other changes which, under this By-Law, would require the Co-op's approval or would create a cost of repair or replacement charge on move-out, should be reported by the Member(s) occupying that unit on a form to be provided by the Co-op.

2. ARTICLE 2 – DIVISION OF RESPONSIBILTiy FOR MAINTENANCE

2.1 General

The following share responsibility for maintenance of the Co-op:

- the Board of Directors
- the Maintenance Committee
- the Members
- the Property Management Staff
- external contractors

In the sections below, the role of each is defined.

2.2 The Board of Directors

In accordance with the Organizational By-Law, the Board of Directors, as the body elected by the Members, has the legal responsibility for overseeing the management of all areas of the Co-op's operation, including maintenance and repair.

2.3 The Maintenance Committee

The Board may appoint a Maintenance Committee whose purpose is to:

- a) provide advice to the Board on the maintenance spending priorities or other matters which may be referred to it by the Board;
- b) develop maintenance-related policies and projects at the direction of the Board;
- c) review the implementation of the maintenance program by the Property Manager to ensure that the policies and procedures for meeting the maintenance objectives are working effectively;
- d) develop recommendations for change where policies or procedures appear not to be working;
- e) organize specific maintenance tasks delegated to it by the Board, such as inspections;
- f) review maintenance projects.

2.4 The Members

The responsibilities of the Members are described in specific detail in this By-Law and cover:

- a) general ongoing responsibility for the upkeep of Members' units;
- b) responsibility for reporting damage in common areas;
- c) responsibility on move-out.

2.5 The Property Management Staff

Replaced 21.09.12

As authorized under Paragraph 8.1, Organizational By-Law, the Board may carry out the Co-op's management functions by hiring employees or entering into a contract with a property management company.

3. ARTICLE 3 – MEMBERS' ONGOING MEINTENANCE RESPONSIBILITIES

3.1 General

The purpose of this Article is to set out the responsibilities of the members for the maintenance, repair and improvement of Co-op property.

3.2 Members' General Responsibilities

a) Upkeep by Members

Members are generally responsible for the upkeep and cleaning of their units including;

- i) carrying out minor repairs (e.g. replacing lightbulbs);
- ii) reporting maintenance problems to the Co-op promptly;
- iii) re-decorating over and above that done by the Co-op;
- iv) reporting pest control problems;
- v) adherence to rules and regulations regarding units and balconies.

b) Damage by Members

Members will be responsible for any costs resulting from repair or replacement or painting of Co-op property which is necessitated by their actions or those of their guest, and sub-occupants resulting in:

- i) the removal of property or equipment owned by the Co-op;
- ii) undue wear and tear;
- iii) damage caused wilfully or through negligence.

c) Some Specific Responsibilities

Members are responsible for taking action as follows:

- i) For unit repairs: completing a maintenance request form and placing it in the maintenance mailbox in the office.
- ii) For damage to common areas of the Co-op such as front lobby doors, laundry room facilities, garage, etc.: advising the Co-op office or, in emergencies, contacting the duty Superintendent.

d) Tools and Equipment

Maintenance tools and supplies owned by the Co-op may not be borrowed or used by members for their own use.

3.3 Members' Responsibilities: Within their Units

a) Painting

- i) The Co-op has standard colours for the interior of units:
 - white for ceilings
 - white/off-white for doors and walls

If a darker colour has been used, any extra cost to refinish in the Co-op's standard colours at the time of move-out will be deducted from the member Deposit.

- ii) Oil based paints are not to be used on bedroom or living room or hallway walls, only in bathrooms and kitchens, and for trim including interior doors.
- iii) Members who do their own painting must supply painting equipment (e.g. brushes, roller, thinner) at their own expense.
- iv) When painting, walls must be washed and properly prepared according to the paint manufacturer's instruction before painting.
- v) Members are expected to take due care when painting. Drop cloths or similar protective coverings must be used. Switch and cover plates must be removed and all non-removable hardware, controls and fixtures masked before painting.
- vi) Only previously painted surfaces may be painted.
- vii) The suite entrance door may not be painted or otherwise altered on the exterior surface.
- viii) Stucco or textured paint may not be used.

b) **Other Wall Coverings**

- i) The Co-op will not contribute to the cost of wallpaper. All wallpaper must be dry-strippable. All walls must be sized with inorganic sizing such as Prepcoat before papering. It will be the responsibility of the Member to remove wall coverings before vacating the unit.
- ii) Other wall finishes such as cloth, files, mirrors, etc. may be used only if their application will not damage the wall surface. These materials must be removed and any damage caused by their application or removal must be corrected by the Member at his/her own expense before the unit is vacated.
- iii) Before vacating their units, Members are responsible for the repair of damage caused to walls and ceilings by picture-hanging devices, ceiling hangers, etc.

c) **Floors**

- i) Members are expected to clean and wax composition tiles and wood floors which are not urethaned.
- ii) Members must not soak parquet floors when cleaning. Damage to parquet floors caused by excessive soaking when cleaning will be the responsibility of the Member.
- iii) Members may not glue carpet onto the floors. Any damage caused to the floor by installing broadloom will be the responsibility of the Member.

d) **Curtain Rods and Tracks**

Amended 13.06.92

- i) Members are responsible for providing and installing curtain rods and tracks. However, when the Member is physically unable to install them for reasons satisfactory to the Co-op, the Co-op will do so.

- ii) If a member installs his/her own rods/tracks or removes those that exist, the Member must patch and repair any damage to the ceiling or walls and return Co-op provided rods/track to their original place upon vacating.

Added 15.01.00

- iii) Members must not insert nails or screws into windows/door frames or doors. Inserting nails or screws into windows and door frames will affect the insulation factor of the windows and doors. If a member inserts nails or screws in the window and/or door frames, the member will be responsible for the full cost of repairs/replacement of the windows, doors and door frames. The Co-op will provide information as to how blinds, draperies and other coverings can be installed on window frames and doors, and in such a manner that the door can be readily opened and closed.

e) **Appliances**

- i) Appliances together with their accessories which belong to the Co-op may not be removed from a unit without the prior permission of the Property Manager.
- ii) Members are required, on a regular basis, to clean both the interior and exterior of their refrigerators and stoves, including cleaning of refrigerator cooling coils, in accordance with the recommendations of the manufacturer. Damage to any appliance which is caused by failure to carry out these responsibilities or otherwise caused by the Members' neglect or abuse will be repaired by the Co-op at the Members' expense.
- iii) Members may not install non-portable appliances without the written approval of the Property Manager.
- iv) Laundry washers are not permitted in housing units due to the limitations of the Co-op's plumbing infrastructure. Clothes washers can cause problems and serious inconvenience to other units. The use of such equipment already in units at the time this paragraph comes into force must be discontinued by December 31, 2004. Meanwhile in the event of serious inconvenience to another unit, the Co-op will require the immediate discontinuance of use of the laundry equipment deemed to be causing the problem.
- v) Members may install air conditioners at their own expense provided they are properly grounded and supported. The installation may be inspected by the Co-op.
 - When installed in a window, the part not taken up by the air conditioner must be covered by glass. If the air conditioner is removed on move-out, the window must be re-installed.
 - When installed in an existing wall sleeve, if the air conditioner is removed on move-out, the sleeve must be filled with insulation, covered and sealed on both the exterior and interior to the Co-op's satisfaction.

f) **Fixtures**

- i) No doors, cupboards, hardware or other fixtures may be replaced or removed without the written permission of the Property Manager.
- ii) The Member will be responsible for storing any original light fixtures, etc. which are removed and for re-installing same upon vacating.

g) **Locks**

- i) The Co-op will maintain all locks on entrance doors to the building and individual units.

- ii) If an additional locking system is added and/or an existing lock is changed, written approval must be received from the Property Manager and a copy of the key must immediately be delivered to the Co-op office.
- h) **Hazards**
 - i) Members are not permitted to store highly inflammable substances within their units.
 - ii) Smoke/heat detectors installed by the Co-op may not be disconnected, removed or painted.
 - iii) Door closers installed by the Co-op may not be disconnected, removed or painted.
 - iv) Interference with the operation of smoke/heat detectors and/or door closers will result in a charge to the member per Article 6 of this By-Law.
- i) **Windows and Screens**
 - i) The Member is responsible for periodically cleaning interior windows and balcony doors and the exterior of all accessible windows.
 - ii) The Co-op is responsible for the replacement of all broken windows and torn screens. The Member will be charged for the cost of such repair if the damage is deemed to be the Members' fault.
- j) **Pest Control**
 - i) In the event of a pest control problem in the building 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 measures to take the Co-op will have regard for the health of Members and measures that Members have taken themselves upon special application to the Board.
 - ii) 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 Members' unit, and not to the common areas of the building.
 - iii) Members must co-operate in having their units prepared for the extermination services upon being given 48 hours notice.

3.4 Unit Inspections

Inspections will be carried out as defined in Article 6 (Inspections of Units),

3.5 Members' Responsibilities: Mechanical and Electrical Systems

Members are responsible for reporting any mechanical or electrical problems (e.g. leaking faucets) to the Co-op as soon as detected. Members may not have access to main breaker panels or plumbing valves outside of their units.

3.6 Members' Responsibilities: Exterior Maintenance

a) Grounds

Members are not permitted to remove plants, pick flowers, dig holes, install decorative objects, cut down trees or otherwise alter the landscaped grounds of the Co-op without Co-op's approval

b) Painting

The Co-op will maintain the finish of all exterior doors (including unit entrance doors) window trim, and railings. Members may not paint or otherwise decorate the balcony floors or any part of the exterior of their suites with the sole exception of window frames

which may only be painted in a colour prescribed by the Co-op provided the window, sash and frame are not painted shut so as to prevent window from being opened.

c) **Balconies**

Members may not:

- i) paint balcony floors or walls except as permitted in (b) above
- ii) affix any type of floor covering to balcony floors, whether by glue, nails, screws or other means
- iii) break through floor waterproofing membrane
- iv) block or restrict drainage areas
- v) permit loose floor coverings to remain on balcony floors throughout the winter season

4. ARTICLE 4 – MEMBERS’ MAINTENANCE RESPONSIBILITIES ON MOVE-OUT

4.1 General

- a) For the purpose of this Article, “move-out” includes moving out of one unit on transfer to another, as well as moving out of the Co-op.
- b) If the unit is found to be in an unsatisfactory condition after a Member has moved out, the Co-op will arrange to have the necessary work completed and the costs involved will be deducted from the Member Deposit or, if in excess, charged to the Member.
- c) There will be no cost charged to the Member, however, if the new occupant requests in writing to the Co-op that he/she wishes the paint colour, wall covering, or other condition(s) to remain which would otherwise incur a charge to the moving-out member. The new occupant must undertake, in writing, to restore the unit to the standard defined in paragraph 4.2(b) when he/she vacates the unit.
- d) In the matters that follow, consideration will be given to the expected wear and tear of the unit. ONLY those repairs that the Co-op (based on most recent inspection) deems to be the responsibility of the vacating Member will be charged to that Member.
- e) A Member who disputes all or part of the damage assessment may appeal as set out in paragraph 6.3.

4.2 Inspection Procedure

- a) Upon a Member giving the required sixty-five (65) days notice of move-out, and inspection of that Member's unit will be carried out by the Co-op within fifteen (15) days.
- b) Upon completion of the inspection, the Co-op will provide the Member with a list of repairs required (if any) to bring the unit up to a move-in standard established by the Co-op.
- c) The Co-op will conduct a second inspection upon move-out.
- d) Money on deposit will not be refunded until after the Co-op has conducted its' final inspection and the Board has received a satisfactory report on the condition of the unit.
- e) The deposit may be applied against the cost of repairs or cleaning if required.
- f) On move-in, the new occupant(s) will be advised in writing that the unit has been inspected and they must report any repairs that are necessary within thirty (30) days.

4.3 Detailed Tasks on Move-Out

To help ensure that a unit is left in good condition and ready for occupancy by new occupants, tasks described in paragraphs 4.4, 4.5 and 4.6 should be carried out.

4.4 General Move-Out Responsibilities

- a) Carry out any repairs identified as being necessary during the Move-Out inspection of the unit.
- b) Remove any temporary alterations made to the unit (e.g. bookshelves attached to the wall).
- c) Ensure that all doors, cupboards, fixtures, hardware, shelving and other fittings originally in place are present and in good condition. Repair or replace, as deemed necessary by the Co-op.
- d) Replace any Member-owned fixtures which have been installed with the original fixtures or fixtures of equivalent quality as agreed with the Co-op.
- e) Any area painted in a dark colour that will require additional coat(s) if paint to cover, repaint in standard Co-op colour, such that the Co-op can finish in one coat.
- f) Leave the unit and storage locker in a clean, uncluttered condition, free of any garbage, trash, discarded furniture or other goods and effects.

4.5 Move-Out Responsibilities: Unit Interior

- a) **Walls and Ceilings**
 - i) Walls should be left clean and free of marks and scratches.
 - ii) Wallpaper, decorative mirrors, cook board, or other wall finishes which have been applied by the Member must be removed and the wall surface restored, unless the new occupant requests in writing to the Co-op that he/she wants these to remain and will restore wall surfaces when he/she moves out.
 - iii) Nails and picture and ceiling hooks should be removed.
- b) **Woodwork**
 - i) All woodwork, including baseboards, must be left clean and free of marks;
 - ii) Ensure unpainted woodwork is free of paint splatters.
- c) **Doors**
 - i) Interior Doors:
 - should be left clean, free of marks, decals, etc. and in good condition;
 - Any doors which have been removed must be re-hung.
 - ii) Exterior Doors:
 - Each door and frame should be left clean and free of marks, decals, etc. and in good condition;
 - Screen/patio door: screen and window should be clean and in good condition, screen and window to be intact.
- d) **Windows and Screens**
 - i) Clean window sills, window tracks, and frames;
 - ii) Windows and screens must be present and in good condition;
 - iii) Windows and screens should be left closed and locked.
- e) **Floors**

Vacuum and clean all floors.
- f) **Fixtures**
 - i) All light fixtures must be present, clean and in good condition;
 - ii) Switch plates and outlet covers should be free of marks, paint splatters, cracks or chips;

- iii) Painted or damaged covers must be replaced by the Member;
- iv) Television and cable outlets should be clean and free of paint splatters;
- v) Exhaust grills in bathroom and kitchen should be cleaned;
- vi) Smoke/heat detector should be clean, free of paint and functional;
- vii) Door closers should be clean, free of paint and functional.

g) **Bathroom**

- i) Clean basin, tub/shower, toilet, toilet tank;
- ii) Decals must be removed;
- iii) Clean medicine cabinet;
- iv) Towel bars, shower rod, soap dishes, etc. should be clean and in good condition;
- v) Chrome fixtures, tile and caulking should be clean and in good condition;
- vi) Walls and floor should be washed;
- vii) Ensure that taps are turned off.

h) **Kitchen**

- i) Stove:
 - Clean inside and out using appropriate cleansers;
 - Oven and burner controls, oven racks, broiler pan, drip pans and burner rings should be clean, free of grease and intact.
- ii) Refrigerator:
 - Clean inside and out;
 - Ice cube trays, racks, crisper, etc. should be clean and intact;
 - Leave at medium setting with door(s) closed securely.
- iii) Floor and Walls:
 - Floors and walls should be cleaned
- iv) Cupboards:
 - Cupboards and counter should be left clean and in good condition.
- v) Sink:
 - Sink and chrome fixtures should be left clean and in good condition;
 - Ensure that taps are turned off.
- i) **Storage Locker**
 - Remove all items from storage and leave clean.

4.6 Move-Out Responsibilities: Unit Exterior

- a) Balcony: Ensure balcony is free of debris and swept clean.
- b) Parking Space: Ensure that the space is clear and the vehicle(s) removed.

4.7 Damage

Damage judged by the Co-op to be in excess of normal “wear and tear” will result in the Member being charged and/or having a deduction applied to the Member Deposit – per Article 6 (Inspection of Units). Article 6 also incorporates an appeal process if the damage charge is disputed.

5. ARTICLE 5 – CO-OP’S MAINTENANCE RESPONSIBILITIES

5.1 General

This article sets out the responsibilities of the Co-op for the maintenance, repair and improvement of Co-op property. The Co-op is generally responsible for the routine maintenance, repair and improvement of the building’s interior, exterior, and grounds in order to:

- a) Ensure that buildings are structurally sound, safe and secure;
- b) provide property-related services and facilities to meet the need of Members;
- c) keep mechanical and electrical systems and appliances in good working order;
- d) maintain and enhance the appearance of the property.

5.2 Co-op’s Responsibilities: Within Units

a) Painting and Decorating

The Co-op will paint units on move-out if necessary.

b) Appliances

- i) The Co-op is responsible for maintaining Co-op owned appliances in working order and replacing them, as necessary.
- ii) Damage to any appliance which is caused by the failure of a Member to carry out his/her responsibilities or otherwise caused by the Member’s neglect or abuse will be repaired by the Co-op, but at the Member’s expense.

c) Windows and Screens

- i) The Co-op is responsible for the replacement of all broken windows and torn screens. The Member will be charged for the cost of such repair if the damage is deemed to be the Member’s fault.
- ii) The Co-op is responsible for cleaning in between the panes of double-glazed windows and doors as it deems necessary.

d) Pest Control

- i) The Co-op is responsible for pest control measures throughout the building.
- ii) In the event of a pest control problem in the building 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 measures to take, the Co-op will have a regard for the health of Members. (See “Exemptions...” under Members’ Responsibilities, 3.3(j)(ii).

e) **Locks**

- i) The Co-op will maintain all locks on entrance doors to the building and individual units.
- ii) The Co-op will change the lock on the unit entrance door on request of all resident Members in the unit at the Members' expense.

5.3 Co-op's Responsibilities: Interior Common Elements

a) **General**

- i) The Co-op is responsible for the routine maintenance, repair and periodic redecorating of all interior common areas (including lobby, corridors, offices, laundry rooms, meeting rooms, locker rooms, and parking garage),
- ii) The Co-op will carry out a maintenance inspection of all interior common elements at least annually.
- iii) The Co-op is responsible for replacing light bulbs in the common area.
- iv) The Co-op is responsible for periodic testing of all safety systems.

b) **Mechanical and Electrical Systems**

The Co-op is responsible for maintaining and servicing all common mechanical systems and equipment (e.g. elevator, laundry room, appliances, lights, etc.).

5.4 Co-op's Responsibilities: Exterior Maintenance

a) **Building**

- i) The Co-op is responsible for the routine maintenance, repair and improvement of the buildings (e.g. roofing, masonry, windows, light fixtures, etc.).
- ii) The Co-op will carry out a maintenance inspection of the exterior and common areas of the buildings at least annually.
- iii) The Co-op is responsible for all exterior painting.
- iv) The Co-op is responsible for periodically cleaning the exterior of all inaccessible windows in the apartment building, and the interior and exterior of common area windows. Members are expected to co-operate when cleaning is scheduled (e.g. by removing screens).

b) **Grounds**

The Co-op is responsible for the following common-area grounds maintenance:

- i) Routine maintenance and improvement of lawns and trees, bushes and other plants;
- ii) Routine maintenance and improvement of driveways, steps and walkways, including repair and resurfacing of pavement, cleaning and sweeping;
- iii) Removal of litter from lawns, walkways, driveways and maintenance of exterior drains;

- iv) Routine maintenance, repair and replacement of exterior common area lighting, including periodic changing of light bulbs;
- v) Regular removal of snow and ice and sanding of common walkways, steps and driveways.

6. ARTICLE 6 – INSPECTION OF UNITS

6.1 Purpose and Notice of Inspections

- a) As authorized in Paragraph 5.3(b) Occupancy By-Law, persons or classes of persons designated by the Board shall be permitted to enter each unit at any reasonable time on 48 hour notice for the regular or special maintenance inspections, for the performance of maintenance, repairs or renovations, or such other reasons as the Board may determine. Included are inspections to determine condition of units being vacated.
- b) As part of the preventive maintenance program, the Co-op may carry out inspection of units to identify present and possible future maintenance problems.
- c) While the Co-op is only required to give 48 hours notice to enter a unit according to the Occupancy By-Law, the Co-op will endeavour to give general advance warning of impending preventive maintenance inspections.
- d) In an emergency, the Co-op shall immediately enter a unit without notice to the Member and without the Member's permission. For the purposes of this By-Law, an emergency is defined as water, smoke, fire, loud noise or malodorous smell coming from, or deemed to be coming from a unit.

6.2 Determination of Repairs and Assessment of Charges

An inspection checklist, approved by the Board, and as changed from time-to-time by the Board as it deems necessary will be used. The Co-op will determine if repairs are necessary and if fixtures need to be replaced in each unit following inspection and will arrange for work to be done. The Co-op will ensure that those items which may result in continuing ongoing deterioration of the Co-op's property, such as leaks, are repaired, but will not commit to repairs of a cosmetic nature. The cost of repairs or replacements will be charged to the Members if they are deemed to be their responsibility under Article 3 (Members' Ongoing Maintenance Responsibilities), Article 4 (Members' Maintenance Responsibilities on Move-out) or Article 7 (Unit Alterations).

6.3 Appeal Procedure

A person or persons designated by the Board will assess the amount of damage or cost of replacement to be charged to a Member according to the preceding paragraph. A Member who disputes all or part of the damage assessment may appeal in writing to the Board within five business days of receiving notice of the damage assessment. The Board may, within 30 days, either confirm the damage assessment, reduce it or cancel it entirely.

7. ARTICLE 7 ALTERATIONS TO UNITS

7.1 General

Members will not normally be permitted to make alterations to their units. In very exceptional circumstances, however, the Board may permit alterations to be made following the rules and procedures set out in this Article.

7.2 Approval Procedure

Members must receive the prior written approval of the Co-op before undertaking any alteration to their units which;

- a) involves structural changes (e.g. removing walls); requires a building, electrical or other permit (e.g. plumbing or electrical alterations); any kind of electrical work, such as installation of additional outlets, must be done by a licensed electrician approved by the Co-op.
- b) is to be left in place permanently (e.g. built-in bookcase); will affect the external appearance of the unit (e.g. air conditioner wall sleeve);
- c) involves changes in the equipment in the unit (e.g. replacement of stove belonging to the Co-op.);
- d) permanently alters the division of space in the unit.

7.3 Application Procedure

- a) Proposals for unit alterations (accompanied, where appropriate, by a drawing of the proposed improvements) must be submitted to the Co-op through the Office in writing.
- b) In most cases a representative of the Co-op will visit the Member's unit prior to making a recommendation to the Maintenance Committee concerning the request which will ultimately have to be approved by the Board upon recommendation of the Maintenance Committee.
- c) A representative of the Co-op will inform the Member of the Board's decision and of any condition attached to the approval. A Co-op representative will inspect the work upon completion.
- d) The Co-op is authorized, in accordance with the terms of this policy, 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.
- e) The Co-op uses the guidelines described above when reviewing requests. These guidelines are 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.
- f) If the Co-op 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 cost involved. The Member will be advised of the cost and asked whether he/she wishes to proceed.
- g) The Co-op may, from time to time, set standards of design, materials and quality of work for alterations which Members carrying out such alterations must meet.

7.4 Alterations Deposit

The Co-op may require a Member to pay an Alternative Deposit to the Co-op and/or sign an agreement prior to undertaking an approved alteration. The deposit may be held pending, and returned following satisfactory completion of the work or, in the case of temporary but major alteration, it may be held by the Co-op until the unit has been restored to its original condition. No interest will be paid to a Member on an Alterations Deposit.

7.5 Building Permits

- a) It is the Member's responsibility to determine whether a permit is necessary.
- b) Members are responsible for obtaining and paying for the cost of any permits required by the local municipality. (Note: Permits are required for most substantial alterations, including the following examples: installation of partitions; plumbing alterations; mechanical alterations, electrical alterations).
- c) If requests for alterations that require permits are approved, the Co-op will provide Members with a copy of the original floor plans or other necessary records if such are available.
- d) The Member must provide the Co-op with a copy of any permit received by leaving it at the Office.
- e) The Member must advise the Co-op when the work is complete and a final inspection of the alteration will be carried out. If the work is not considered satisfactory, the Member will be required to upgrade it, or, if this is not possible, to return the unit to its original condition. If the Co-op undertakes the upgrade or the restoration of the unit to its original condition, the costs involved will be deducted from the Member's Alterations Deposit and any excess cost will be charged to the Member.

7.6 Alterations Improperly Undertaken

If a Member undertakes any alteration listed above without the prior written approval of the Co-op, or if, at any time of inspection, the work is judged to be unsatisfactory, the Member will be required to restore the unit to its previous condition at his/her expense.