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MIMICO CO-OPERATIVE HOMES INCORPORATED

BY-LAW NO15

MAINTENANCE AND IMPROVEMENTS BY-LAW

Passed by the Board of Directors: February 22, 1989

Confirmed by the Members: March 8, 1989

MIMICO CO-OPERATIVE HOMES INCORPORATED

BY-LAW NO15

MAINTENANCE AND IMPROVEMENTS BY-LAW

The Co-op's staff in co-operation with the Maintenance Committee will be responsible for administering the Co-op's responsibilities in accordance with the provisions of this By-law.

ARTICLE I

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 the 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 their units, including keeping their floor, wall and ceiling surfaces free from an aggravated accumulation of grease, dirt or trash;
 - . carrying out minor repairs;
 - . reporting promptly to the Co-op any problems which they become aware of; and
 - . redecorating.

- (d) Members who are unable to carry out unit maintenance and 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 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 willfully 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 make available sufficient paint to repaint units every three years and/or if in the opinion of the Board, 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 Maintenance Committee in consultation with Staff will determine the amount of paint allowable for each size of unit. The Co-op will not pay for or contribute to the cost of wallpaper. *N/A*
- (c) The Co-op will pay for paint from a selected range of types and colours. Members will not be reimbursed for the cost of paint which they have purchased themselves. *N/A*
- (d) Members who are purchasing their own paint are 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 charged to the member when the member moves out.
- (e) Painting equipment and supplies such as brushes, rollers, and dropcloths, must be supplied by members at their own expense.

- (f) 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.
- (g) Members are expected to take due care when painting. Dropcloths or similar protective coverings must be used. Cover plates on outlets must be removed before painting, and all hardware, controls, fixtures, etc. masked before painting.
- (h) Existing wallpaper must be removed before applying any new wallpaper. 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.
- (i) Other wall finishes such as cloth, tiles, mirrors, etc. may be used 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.
- (j) Stucco or textured paint may only be applied to surfaces previously finished in this way.
- (k) Before vacating their unit, members are responsible for the repair of damage caused to walls and ceilings by hanging devices. Failure to do this will result in the Co-op repairing any damage at the member's expense.

2.02 Floors

- (a) Members are expected, on a regular basis, to clean and maintain hardwood, vinyl tile and carpet floor coverings.
- (b) The hardwood floors will be finished with a varathane finish. The Co-op will periodically renew the finish on the hardwood floors. Members may not undertake to refinish their 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.

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 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 submit to the co-operative 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 Locks

- (a) The Co-op will maintain all locks on entrance doors to the building and individual units.
- (b) Members may not alter the locking system of their unit without the written permission of the Co-op.
- (c) If a lock is changed or added, a copy of the key must immediately be delivered to the Co-op office.

2.07 Hazards

- (a) Members must ensure proper storage of flammable substances (such as cleaning fluids) in their apartments. Members must store highly flammable substances (such as solvents) in their storage locker.
- (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 will be entitled 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. Where there is no Member Deposit, or the deposit is insufficient to cover the costs, members will be charged for these costs and, if necessary, the funds sought through legal proceedings as per By-law No. 8, 10.5.
- (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 copy of the report on the condition of the unit will be signed by the member and the Co-op, and a copy will be made available to the member.

2.09 Regular Maintenance Inspections

- (a) As part of its routine maintenance program, the Co-op will be entitled 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, including corridors in the laundry area.

ARTICLE 4

EXTERIOR MAINTENANCE

4.01 Garbage Disposal

- (a) Members in the apartment building must place garbage in the garbage chutes provided on each floor. Members in townhouses must place their garbage on the curb in front of their units on the days and at the times proscribed by the City. All garbage must be in securely tied plastic bags and no garbage may be left in hallways or common areas.

- (b) 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.

4.02 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) The Co-op is responsible for periodically cleaning the exterior of all windows in the building and the interior of common element windows.
- (c) Members are required to co-operate when window cleaning is scheduled (for example, by removing screens and providing convenient access to the unit).

4.03 Grounds

(a) Co-op's Responsibilities

The Co-op is responsible for performing 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 exterior common areas lighting, including periodic relamping;

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

(b) Member's Responsibilities

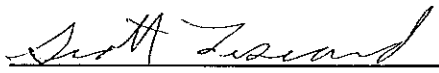
- . Members are responsible for the reasonable maintenance (snow removable, grass mowing, etc) and orderly appearance of any private outdoor space which is part of their unit (including stairs, walkways, driveways, yards, terraces, balconies, etc.).
- . Members must receive prior written approval of the Maintenance Committee to erect any structure on terraces, balconies or private outdoor spaces.

Amendment to By-Law #15, MAINTENANCE & IMPROVEMENTS

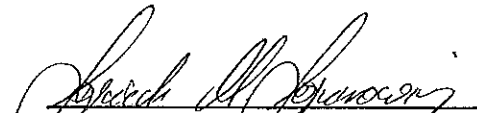
Add Article 4.01(c)-:

"A charge of \$25.00 (or such amount as the members may, by resolution, approve) will be levied on the household of any member, household member, guest of household found improperly disposing of garbage or recyclable items."

PASSED by the Board of Directors and sealed with the corporate seal of the Co-operative this 14th of SEPTEMBER, 1994.

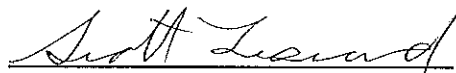


President




Secretary

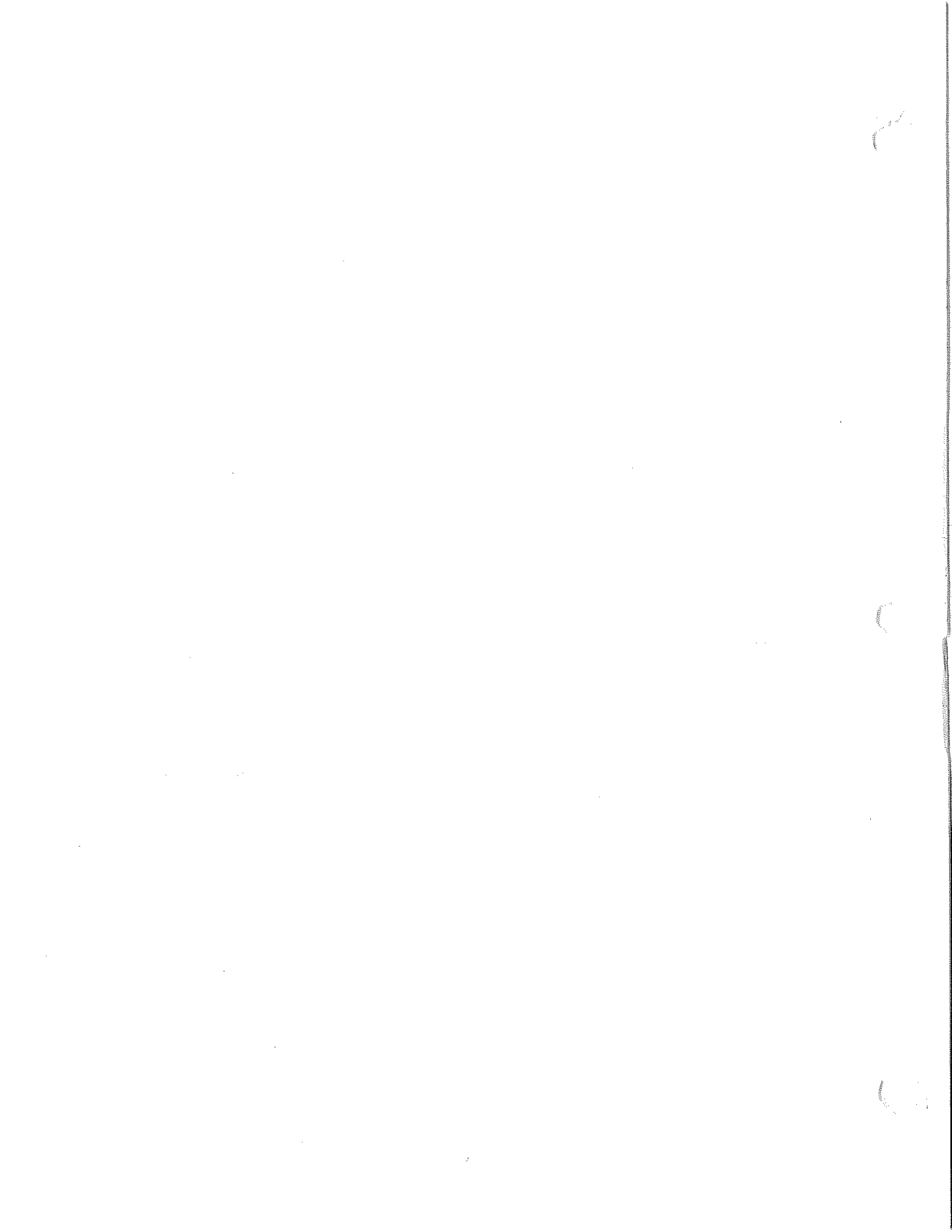
CONFIRMED by at least two-thirds of the votes cast at a General Meeting of Members, this 21st of September, 1994.



President



Secretary



ARTICLE 5

IMPROVEMENTS BY MEMBERS

- 5.01 (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;
 - . 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 it, 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

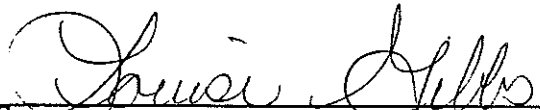
Members will be responsible for loss of or damage to any equipment borrowed from the Co-op while in their custody, however caused.

PASSED by the Board of Directors and sealed with the corporate seal of the Co-operative, this 22nd day of February, 1989.



President

c/s



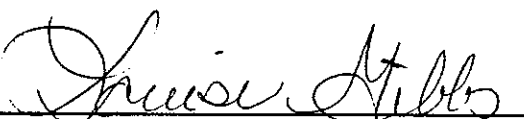
Secretary

CONFIRMED by at least two-thirds of the votes cast at a general meeting of members this 8th day of March, 1989.



President

c/s



Secretary

MIMICO CO-OPERATIVE HOMES INCORPORATED

BY-LAW NO. 16

A By-law to Amend the Occupancy By-Law No. 8

The following section will be added:

- 1.01 (c) Certain members are subject to a special occupancy agreement in a form approved by the Board because they were resident at 1 Summerhill Road before it was purchased by the Co-op. The Co-op and those members shall be bound by the terms of this special occupancy agreement.

PASSED by the Board of Directors and sealed with the corporate seal of the Co-operative this 8th day of March, 1989.



Chairperson

c/s



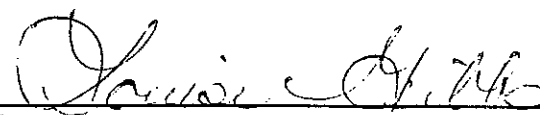
Secretary

CONFIRMED by at least two-thirds of the votes cast at a general meeting of the members this 8th day of March, 1989.



Chairperson

c/s



Secretary