

BRIAR ROSE CO-OPERATIVE HOMES INC.

MAINTENANCE BY-LAW #22

The purpose of this by-law is:

- To set out the respective responsibilities of the members and the Co-op for the maintenance, repair and improvement of Co-op property;
- To establish guidelines concerning what repairs and improvements members may undertake within their individual units.

The Board of Directors may, from time to time, strike a Maintenance Committee which will perform tasks, review requests and carry out other duties as requested.

1. GENERAL

- i) The Co-op is generally responsible for the routine maintenance, repair and improvement of the buildings' 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 needs of members
 - c) Keep mechanical systems and Co-op owned appliances in good working order
 - d) Maintain and enhance the attractive appearance of the property.
- ii) Members are responsible for the upkeep and cleaning of their units including:
 - a) Carrying out minor repairs, such as changing light bulbs
 - b) Reporting maintenance problems to the Co-op promptly
 - c) Re-decorating
 - d) Where applicable, grounds keeping and general maintenance of private yards
- iii) Members will be responsible for any costs resulting from repair or replacement of Co-op property which is necessitated by:
 - a) The removal by the member of Co-op owned property or equipment
 - b) Undue wear and tear caused by the member
 - c) Damage caused willfully or through negligence by the member

2. UNITS

- i) Decorating
 - a) When members wish to re-paint their units, they will be responsible for carrying out the work. The Co-op will not require members to re-paint their units unless re-

painting is necessary because of undue wear and tear, to be determined during an annual inspection.

- b) The Co-op will provide a purchase order for sufficient paint to re-paint units every three years or when there is a change of occupancy, at the discretion of Staff. This allowance may be claimed in installments if the whole unit is not painted at one time. Staff will determine the amount of paint allowable for each size of unit.
- c) The Co-op will provide the paint from a selected range of types and light colours. Members will not be reimbursed for the cost of paint which they have purchased themselves.
- d) If a dark colour is purchased by the member, the cost of extra coats of paint required when repainting will be deducted from the member deposit when the member moves out.
- e) Painting equipment and supplies (other than paint), i.e. brushes, rollers, thinner and drop-cloths, must be supplied by the members at their own expense.
- f) Only surfaces previously painted may be painted.
- g) Members are expected to take due care when painting. Drop-cloths 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) All wallpaper must be dry-strippable. The Co-op will not contribute to the cost of wallpaper. Members are expected to use reasonable discretion when choosing wallpaper.
- 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 the members at their own expense before the unit is vacated.
- j) Texture spray, stucco or textured paint may not be applied to any wall or ceiling unless approved by the Co-op.
- k) Before vacating their unit, members are responsible for the repair of damage caused to walls and ceilings by picture hanging devices, ceiling hangers, etc.

ii) Floors

- a) Members are expected, on a regular basis, to clean and maintain their flooring.
- b) Members may not refinish hardwood floors without prior, written permission from the Co-op.
- c) Members may not install (i.e. nail, staple or glue) flooring without permission. Rubber-backed area rugs or carpets must have underlay.

iii) Appliances: McCabe/Southworth Apartments

- a) Co-op owned appliances and their accessories belonging to the Co-op may not be removed 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 not install additional appliances, i.e. washer, dryer, dishwasher.
- iv) Windows and Screens
 - a) The Co-op is responsible for the repair of all broken windows and torn screens and the members will be charged for the cost of such repairs unless the members can prove they are not responsible for the damage.
 - b) Members must choose appropriate window coverings within a reasonable time after move-in.
- v) Pest Control
 - a) In the event of a serious pest control problem in the buildings, the Co-op will have the right to take such pest control measures as it considers necessary to deal with the problem. When determining what measures to take, the Co-op will have regard for the health of members.
 - b) Members must co-operate in the preparation of their units for the extermination services.
- vi) 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. Members must call in a work order if there is a problem with their locks.
- vii) Hazards
 - a) Members are not permitted to store flammable substances within their units.
 - b) Smoke detectors installed by the Co-op may not be painted, disconnected, removed or tampered with.
 - c) Members must not cause electrical circuits to be overloaded.
 - d) Flammable materials (i.e. loose laundry, newspapers) are not allowed within 5 feet of furnace and/or hot water tank.
 - e) Use of an extension cord is a permanent power supply is prohibited.
 - f) In multi-unit buildings, members may not store or use Bar-B-Qs (propane or charcoal) closer than 10 feet from the building.
- viii) Internal Transfers
 - a) Members may request an internal transfer in accordance with the terms and conditions of the Occupancy and Waiting List Policy.
 - b) The Board will require an inspection of the unit to be vacated and the member will be provided with a list of repairs, if any, to be done in addition to the cleaning required for a regular move-out.

- c) If the vacating member does not clean or do what was requested, the Co-op will have it done and the cost will be deducted from the member deposit.
 - d) The member will be required to repay this amount so that their member deposit account is equal to the housing charge at their new residence.
- ix) Move-In/Move-Out Inspections
- a) On receipt of a 65 day notice to vacate from a member, the Co-op will send out a letter outlining the member's responsibilities. It will include a checklist of cleaning/repairs to be made.
 - b) Prior to the move out date, staff will arrange for a move-out inspection to confirm compliance with the letter. Any further requirements may be communicated in writing to the member after this inspection.
 - c) Upon return of the keys, the unit will be re-inspected and any work/cleaning remaining will be charged against the member deposit or billed to the departing member.
 - d) The member deposit, all or in part, will be refunded to the departing member if applicable, in a reasonable time.
 - e) The condition of the unit will be electronically recorded when it is ready to be turned over to a new member for comparison purposes for the next move-out.
- x) Annual Unit Inspections
- a) As part of the preventive maintenance program, the Co-op will carry out an annual inspection of all units to identify present and possible further maintenance problems.
 - b) The Co-op will be responsible for giving each household advance notice of the date of the inspection in accordance with notice requirements set out in Occupancy By-Law #13, Section 5.6(b).
 - c) Following the inspection, the member will be given a list of repairs which are deemed to be their responsibility if any, and a date for a follow-up inspection will be set. 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 expenses incurred.

3: INTERIOR COMMON ELEMENTS: Apartment Buildings

- i) General
- a) The Co-op is responsible for the routine maintenance, repair and periodic redecorating of all interior common areas (including lobby, corridors, offices, laundry room, maintenance workshop, etc.)
 - b) The Co-op will inspect interior common elements on a regular basis.
 - c) The Co-op is responsible for maintaining and servicing all common mechanical systems and equipment (i.e. laundry room, appliances, etc.).
 - d) The Co-op is responsible for re-lamping lights in the common areas.
 - e) The Co-op is responsible for regular testing of all safety systems.

- f) Members must not permit anything to block fire exits, stairs and corridors or public thoroughfares, i.e., no bicycles or strollers in halls or stairwells.

ii) Garbage

Our Co-op is committed to encourage all members to take an active role in environmental protection. Members are urged to participate in available recycling and composting programs.

- a) Apartment residents must place garbage in garbage bins provided. All garbage must be in securely tied bags and no garbage may be left in hallways or beside bins.
- b) Large items (i.e. mattresses, unwanted furniture, etc.) must be disposed of by the member. Removal and costs for abandoned items will be charged back to the member.
- c) The Co-op is responsible for the regular cleaning and spraying of the garbage bins.

iii) Mechanical and Electrical systems

- a) The Co-op is responsible for the routine maintenance and repair of mechanical and electrical systems to ensure their effective functioning.
- b) Members are responsible for reporting any mechanical or electrical problem (i.e. leaking faucets) to staff as soon as detected.

4. EXTERIOR MAINTENANCE

i) Buildings

- a) The Co-op is responsible for the routine maintenance, repair and improvement of the exterior of the buildings (i.e. roofing, masonry, windows, light fixtures, etc.).
- b) The Co-op will carry out regular inspections of the exterior and common areas of the buildings.
- c) The Co-op is responsible for all exterior painting.
- d) The Co-op is responsible for periodically cleaning the interior/exterior of all inaccessible windows of the building. Members are expected to co-operate when cleaning is scheduled (i.e. by removing screens).
- e) Members are responsible for periodically cleaning the exterior and interior of all accessible windows.

ii) Grounds

a) Co-op's Responsibilities

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

- Routine maintenance of lawns and trees
- Routine maintenance and improvement of driveways, steps and walkways, including repair and resurfacing of pavement, cleaning and sweeping
- Removal of litter from lawns, walkways, driveways and play areas

- Maintenance of exterior drains
- Routine maintenance, repair and replacement of exterior common area lighting, including periodic re-lamping
- Regular removal of snow and ice and sanding/salting of common walkways, steps and driveways
- Painting and staining of fences and gates
- Repair of damaged fences. The cost of repair will be charged to the member if the damage was caused by neglect or abuse.

b) Member's Responsibilities

- Members are responsible for the reasonable maintenance and orderly appearance of their private yards and walkways leading to their units
- Members must receive the prior, written approval of the Co-op to erect/demolish any structure (i.e. fences, storage shed) in their back yard.

5. IMPROVEMENTS BY MEMBERS

- i) 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 (i.e. removing walls)
 - Requires a building, electrical or other permit (i.e. plumbing or electrical alternations)
 - Is to be left in place permanently (i.e. build-in bookcase)
 - Will affect the external appearance of the unit (i.e. erecting a storage shed)
 - Involves changes in the equipment in the unit (i.e. replacement of stove)
 - Alters the division of space in the unit.
- ii) Application must be made to the Board and all information requested concerning the proposed alteration must be provided.
- iii) The Board is authorized, in accordance with the terms of the By-law, to approve or reject requests and to attach such conditions to approved requests as it considers appropriate.
- iv) The Board will use the following guidelines when reviewing requests: 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.
- v) If the Board 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. The member will be advised of the costs and asked whether the consultant should be employed. If the member refuses to accept the costs, the request will be denied.
- vi) The Board 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.

- vii) Members are responsible for obtaining and paying for the cost of any permits required by the local municipality. Staff must be provided with a photocopy of any permit received.
- viii) All improvements done by members must meet all Municipal, Provincial or Federal codes, and be done to the satisfaction of the Board.
- ix) 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.
- x) Fixtures in place are the property of the Co-op. Members may, on a temporary basis, replace co-op owned fixtures with their own with the approval of staff, but are responsible for storing the original fixture within their units and replacing them at their own expense and in good condition before they move out.
- xi) If a member undertakes any alterations listed above without the prior written approval of the Co-op, or if, at the time of final inspection, the work is judged to be unsatisfactory, the member may be required to restore the unit to its previous condition at their own expense or be charged back if the Co-op carries out the remedial work.

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 staff for the expenditures. Receipts must be provided.

7. TOOLS AND EQUIPMENT

- a) Staff will determine from time to time what Co-op equipment, if any, may be loaned to members and on what terms.
- b) Members will be responsible for the loss of, or damage to, any equipment borrowed from the Co-op while in their custody, however caused.
- c) A deposit may be required.

Confirmed by the Board of Directors: September 12, 2011

Approved by the Members: October 26, 2011

BY-LAW No. 22

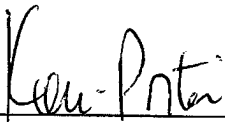
A By-Law to Replace the Maintenance By-Law
Being By-Law No. 8

MOVED by Garry LaPlante; SECONDED by Nicole Bullock;

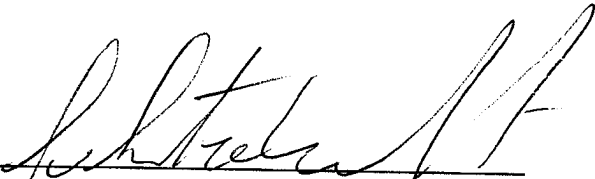
THAT By-Law No. 22 of the Co-op as passed by the Board of Directors be confirmed. By-Law No. 22 is as follows:

BE IT ENACTED that the Maintenance By-Law, By-Law No: 8, be repealed and replaced with a new Maintenance By-Law in the form presented to the meeting and initialed for identification by the Chairperson.

PASSED by the Board and sealed with the corporate seal of the Co-operative this 12th day of September, 2011.

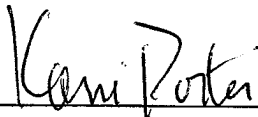


President

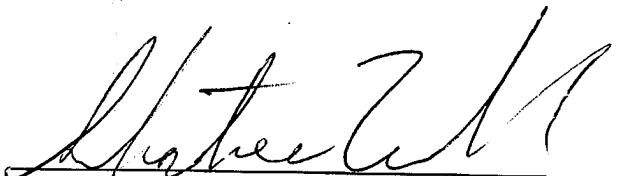


Secretary c/s

CONFIRMED by two-thirds of the votes cast at a general meeting of the members this 26th day of October, 2011.



President



Secretary c/s