



WESTWOOD PLACE CO-OPERATIVE HOMES INC.

6550-6600 Kalar Road, Niagara Falls, Ontario L2H 2T4
Telephone (905) 374-0533

BY-LAW NO. 6

MAINTENANCE AND IMPROVEMENTS BY-LAW

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WESTWOOD PLACE CO-OPERATIVE HOMES INC.

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TABLE OF CONTENTS

	Page
MAINTENANCE AND IMPROVEMENTS BY-LAW	
Article 1: General	5
Article 2: Maintenance Of Units	7
2.01 Decorating	7
2.02 Floors	8
2.03 Appliances	8
2.04 Windows	9
2.05 Pest Control	9
2.06 Locks	9
2.07 Hazards	9
2.08 Move-out/Move-in Inspections	10
2.09 Annual Unit Inspections	10
Article 3: Maintenance of Interior Common Elements	11
3.01 General	11
3.02 Garbage Disposal	11
Article 4: Exterior Maintenance	12
4.01 Building	12
4.02 Grounds	12
Article 5: Improvements By Members	13
Article 6: Reimbursement For Expenditures By Members	15
Article 7: Tools And Equipment	16

MAINTENANCE AND IMPROVEMENTS BY-LAW

Article 1: 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 the 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 that 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;
- carrying out minor repairs;
- reporting promptly to the Co-op any problems which they become aware of;
- redecorating; and
- where applicable, maintenance of private outdoor space.

(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.

GENERAL

- (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 the Co-op owned property or equipment;
 - undue wear and tear caused by the member; and
 - damage caused wilfully or through negligence by the member.

MAINTENANCE OF UNITS

Article 2: Maintenance of Units

2.01 Decorating

Note: No redecorating may be done in the first year of occupancy while the building is under builder's warranty.

- (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 supply sufficient paint to repaint units every three years from the date of occupancy 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 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.
- (c) The co-op will provide paint from a selected range of types and colours. Members will not be reimbursed for the cost of paint which they have purchased themselves.
- (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 costs of paint required when repainting will be deducted from the Member Deposit when the member moves out.
- (e) Painting equipment and supplies such as brushes, rollers, and drop cloths, 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. 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) 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.

MAINTENANCE OF UNITS

- (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 picture hanging devices, ceiling hangers, etc.

2.02 Floors

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

MAINTENANCE OF UNITS

2.04 Air Conditioners ¹

- a) All members will be allowed to install one air-conditioner per unit, to a size limited to 10,000 B.T.U.s (British Thermal Units) only.
- b) Installation is subject to the proper arrangements made with the maintenance office and the signing of an agreement with the co-operative, as per Schedule A of this by-law.
- c) A seasonal or monthly fee, as established by the Board of Directors on an annual basis, will apply to all units where an air-conditioner is installed. Such fee will be charged directly to members housing charge accounts during the period an air-conditioner is installed in the unit, including exceeding the time requirement as stipulated in (f) below.
- d) Fees collected for the use of air-conditioners shall not be considered as revenue to the co-operative, but shall be applied directly to cover and offset the cost of hydro usage.
- e) Members are not to use cardboard, wood, garbage bags/plastic film, styrofoam, etc. as trim, when a window is removed to install an air conditioner. **Clear plexi-glas** or a **similar material** must be used.
- f) Members must return the window and/or frame to it's original state after removal of an air-conditioner.
- g) Members will be held responsible to pay for any damage to co-op property caused by the installation and/or removal of an air-conditioner.
- h) Air-conditioners may not be installed before May 1st of each calendar year and must be removed no later than September 30th of the same calendar year.
- i) Members may not locate and install an air-conditioner so that it may cause damage to co-op property or impede on or cause inconvenience to any other member or unit, including the dripping of excess water on balconies and/or patios. A proper drip hose must be installed or a drip tray used on balconies.
- j) Members will allow for an inspection of the installation and removal of the air-conditioner by the Maintenance Co-ordinator and/or Maintenance Committee, or as directed by the Board of Directors, within 48 hours of installation or removal.

¹ *amended September 13, 2000*

MAINTENANCE OF UNITS

2.05 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.

2.06 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 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 co-operate 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.

2.07 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.

2.08 Hazards

- a) Members are not permitted to store highly flammable substances within their units.
- 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.

MAINTENANCE OF UNITS

2.09 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.
- 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 report on the condition of the unit will be signed by the member and the co-op and will be made available to the member.

2.10 Annual Unit 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;
 - re-lamping 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.

3.02 Garbage Disposal ²

- a) Members must place garbage in the designated garbage bins provided. No large items such as unwanted furniture, auto tires and parts, may be placed in the garbage sheds or bins. All garbage must be securely tied in plastic garbage bags and no garbage may be left on balconies or patios and in hallways or other common areas on co-op property.
- b) Newspapers, magazines and cardboard items must be bundled separately and left in the recycling bins so designated and located by the garbage shed of each building.
- c) Bottles (plastic and glass) and cans, must firstly be cleaned and then placed in the appropriate recycling bins so designated and located by the garbage shed of each building.
- d) Large items, such as unwanted furniture, auto tires and parts, must be disposed of by the members personally, by making arrangements for pick-up by a private carrier or disposing of such items at the local municipal garbage site. At no time may such items be kept/stored on balconies/patios of member units.

² *amended November 24, 1998*

EXTERIOR MAINTENANCE

Article 4: Exterior Maintenance

NOTE: In the first year of operation there may be no digging, planting, or tampering with the grounds surface in any way, in order that the builder's warranty will not be affected.

4.01 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).

4.02 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):

- care of lawns and trees;
- routine maintenance and repair of driveways, steps and walkways;
- 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 of common walkways, steps and driveways;
- all exterior painting.

- b)** Members Responsibilities:

Members are responsible for the reasonable maintenance and orderly appearance of any private outdoor space (including balconies) and walkways leading to their units.

Members must receive prior, written approval of the maintenance Committee to erect any structure on balconies or other private outdoor space.

IMPROVEMENTS BY MEMBERS

Article 5: Improvements by Members

- 5.01** 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 (e.g. erecting storage shed);
 - 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).
- 5.02** Application must be made to the Maintenance Committee and all information requested by the Committee concerning the proposed alteration must be provided.
- 5.03** 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.
- 5.04** 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.
- 5.05** 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.)
- 5.06** 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.

IMPROVEMENTS BY MEMBERS

- 5.07** 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.
- 5.08** 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.
- 5.09** 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.
- 5.10** 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.
- 5.11** If a member undertakes any alteration of the type referred to above without the prior written approval of the Maintenance Committee, 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 the members own expense.

REIMBURSEMENT FOR EXPENDITURES BY MEMBERS

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.

TOOLS AND EQUIPMENT


Article 7: Tools and Equipment

- 7.01** Generally, maintenance tools and supplies owned by the Co-op may not be borrowed or used by members for their own use.
- 7.02** The Maintenance Committee will determine from time to time what Co-op equipment, if any, may be loaned to members and on what terms.
- 7.03** Members will be responsible for loss of or damage to any equipment borrowed from the Co-op while in their custody, however caused.

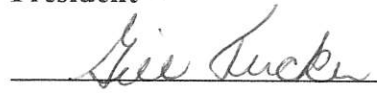
MAINTENANCE AND IMPROVEMENT BY-LAWS

PASSED, as amended, by the Board of Directors and sealed with the corporate seal of the Co-operative, this 29th day of August 2000.

CONFIRMED by at least two-thirds of the votes cast at a general meeting of members this 13th day of September 2000.




President



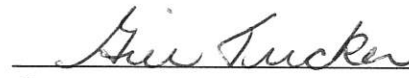
Corporate Secretary

Certified to be a true copy of **By-law No. 6, Maintenance and Improvements By-law of Westwood Place Co-operative Homes Inc.**, as amended and passed by the Board of Directors on 29th day of August 2000.

Confirmed by two-thirds majority of the members at a meeting held on the 13th day of September 2000.



President



Corporate Secretary

SCHEDULE A - AIR CONDITIONER INSTALLATION AGREEMENT

SCHEDULE A

AIR-CONDITIONER INSTALLATION AGREEMENT

I/we the undersigned apply to install an air-conditioner in Unit # _____ located at _____ Kalar Road, Niagara Falls, Ontario and in accordance with the co-operative's Maintenance and Improvement By-law, By-law No. 6, Article 2, paragraph 2.04 agree to the following terms and conditions:

- a) to install only one air-conditioner in my/our unit to a maximum size limit of 10,000 B.T.U.'s (British Thermal Unit) only.
- b) to pay a seasonal or monthly (whichever is applicable or less) fee, as established by the Board of Directors on an annual basis, with such fee being charged directly to my/our housing charge account and applied directly to the hydro usage costs of the co-operative.
- c) to use only **clear plexi-glas** or **similiar material** as trim when a window is removed to install the air-conditioner. Cardboard, wood, garbage bags/plastic film, styrofoam, etc. may not be used.
- d) to return the window and /or frame to it's original state after removal of the air-conditioner.
- e) to be fully responsible for all damage caused by the installation and/or removal of the air-conditioner and to compensate in full for the cost of all repairs incurred by the co-operative due to such damage.
- f) to install the air-conditioner no earlier than May 1st of the calendar year and to remove the air-conditioner by no later than September 30th of the same calendar year.
- g) to locate the air-conditioner such that it does not cause damage to co-op property or impede on cause inconvenience of any other member or unit, including the dripping of excess water on a balcony and/or patio. A proper drip hose will be installed or a drip tray if the air-conditioner is located over a balcony.
- h) to allow for an inspection of the installation and/or removal of the air-conditioner subject to 48 hours notice, or as mutually agreed, from the Maintenance Co-ordinator, Maintenance Committee or as directed by the Board of Directors, and to comply with all requests for applicable repairs.

Date: _____

Member

Member

Installation Approved: _____

Date: _____

Removal Approved: _____

Date: _____

MAINTENANCE AND IMPROVEMENT BY-LAW

WESTWOOD PLACE CO-OPERATIVE HOME INC.

BY-LAW NO. 16

A By-law to amend the Maintenance and Improvements By-law No. 6

BE IT ENACTED as By-Law No. 16 of Westwood Place Co-operative Homes Inc., that the Maintenance and Improvements By-law No. 6, Article 2.03(d) Appliances be **deleted**.

Members may install additional appliances without consulting the co-op provided no structural 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.

And be replaced with:

Members are not allowed to install the following appliances in their unit.

- a) Washing machines and or dryers
- b) Dishwashers

The following appliance may be installed in the unit. A monthly fee per appliance will be determined / changed by the membership.

- a) Air Conditioners

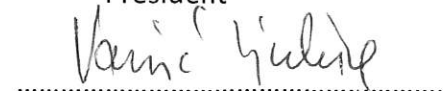
You may have ONE of the following appliances:

- a) Standard size fridge
- b) Standard size freezer

CERTIFIED to be a true copy of By-Law No. 16 of Westwood Place Co-operative Homes Inc., passed by the Board of Directors at a meeting held on the 25th January 2018 and confirmed by two-thirds vote at a meeting of members held on the^{31st}..... day of, May..... 2018.



President



Secretary

c/s