



Marine Heights Co-operative Homes Incorporated
21 Cliffside Drive, Unit 10
Scarborough, Ontario M1N 1K9
(416) 266-5865

By-law No. 28

A By-law to amend the Maintenance and Decorating By-law (By-law 27)
of
Marine Heights Co-operative Homes Incorporated
(the "Co-op")

WHEREAS the Co-operative enacted the Maintenance and Decorating By-law (By-law No. 27) on September 27, 2017.

AND WHEREAS it is desired to amend the Maintenance & Decorating By-law (By-law No. 27) to a new By-law number.

THEREFORE, the following is hereby enacted as a By-law of the Co-operative;

The Maintenance and Decorating By-law (By-law No. 27) is amended by:

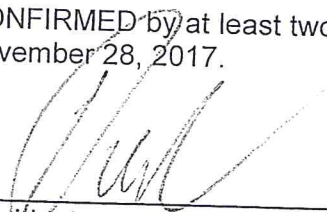
Change By-law No. 27

To

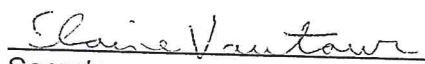
By-law No. 28

PASSED by the Board of Directors and sealed with the Corporate Seal of the Co-op on October 12, 2017.

CONFIRMED by at least two-thirds of the votes cast at a General Meeting of the Members on November 28, 2017.



President



Secretary



Marine Heights Co-operative Homes Incorporated
21 Cliffside Drive, Unit 10
Scarborough, Ontario M1N 1K9
(416) 266-5865

By-law No. 27

A By-law to amend the Maintenance and Decorating By-law
(By-law 7) of
Marine Heights Co-operative Homes Incorporated
(the "Co-op")

WHEREAS the Co-operative enacted a Maintenance and Decorating By-law (By-law No. 7) on May 9, 1995.

AND WHEREAS it is desired to amend the Maintenance and Decorating By-law (By-law No. 7) to add the Maintenance Guarantee Fee and delete references to the member Deposit.

THEREFORE, the following is hereby enacted as a By-law of the Co-operative;

The Maintenance and Decorating By-law (By-law No. 7) is amended by:

Change:

Article 2.16 (d) Move-Out/Move-in Inspections

- d) The member Deposit may be used for the costs of repairs or cleaning which are judged to be the member's responsibility. Where there is no Member Deposit, members are charged for these costs.

To:

- d) The Maintenance Guarantee Fee may be used for the costs of repairs or cleaning which are judged to be the member's responsibility. Where there is insufficient, or no Maintenance Guarantee Fee, members are charged for these costs.

PASSED by the Board of Directors and sealed with the Corporate Seal of the Co-op on September 20, 2017.

CONFIRMED by at least two-thirds of the votes cast at a General Meeting of the Members on September 27, 2017.

President

Secretary

MAINTENANCE AND DECORATING BY-LAW #7

The Co-op's staff co-operates with the committee responsible for maintenance issues to carry out this By-law.

ARTICLE 1 - GENERAL

1.1

AIMS OF THE BY-LAW

- a) The aim of this By-Law are:
 - to set out the responsibilities of the Co-op and of individual members of the maintenance, repair and improvement of Co-op property; and
 - to set up guidelines about alterations members may do within their own units.
- b) The By-Law does not deal with the procedures for carrying out the terms of the By-Law. The Board sets up procedures in consultation with the committee that looks after maintenance issues and Co-op staff.

1.2

CO-OP'S RESPONSIBILITIES

- a) The Co-op is responsible for the routine maintenance, repair, and improvement of the buildings' interior, exterior, and grounds. This is to:
 - ensure the buildings are structurally sound, safe, and secure;
 - keep mechanical systems and appliances in good working order;
 - ensure that the Co-op complies 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 improve the appearance of the property.
- b) The Co-op may carry out its maintenance responsibilities by using Co-op staff, contractors, or through the participation of members.

1.3

MEMBER'S RESPONSIBILITIES

- a) Members are individually responsible for the upkeep of their units including:
 - cleaning their units, keeping their floor, wall and ceiling surfaces free from a lot of grease, dirt or trash;
 - carrying out minor repairs to property they damage;
 - reporting promptly to the Co-op any problems they become aware of; and
 - redecorating.
- b) Members unable to carry out maintenance and other responsibilities under this By-law may request that the Co-op do the work. This may be because of ill health, disability, or similar reasons. They submit a written request to the committee that looks after maintenance issues. the Co-op will not take responsibility for routine cleaning and upkeep of the unit.

1.4

RESPONSIBILITY FOR COSTS

- Cost from the repair or replacement of Co-op property are the responsibility of members. Examples of repair or replacement are:
- the removal by the member of property or equipment the Co-op owns;
 - undue wear and tear caused by the member; and
 - damage caused deliberately or through negligence by the member.

ARTICLE 2 - MAINTENANCE OF UNITS

2.1

PAINTING

Members are responsible for repainting their units, unless prevented by illness, age or disability. The Co-op will not tell members to repaint their units unless it is necessary because of undue wear and tear.

2.2

MATERIALS

- a) The Co-op will supply 8 gallons of paint to re-paint units at least every three years or, if necessary, when there is a change of occupancy. Members can claim this allowance in instalments if the whole unit is not painted at one time.

2.2 MATERIALS

- b) The following areas are not to be painted:
 - rad bleeders
 - kitchen and bathroom cabinets
 - wood grain doors
 - metal trim around windows and patio doors
 - smoke detectors
 - switch and plug plates
 - door knobs
 - light fixtures
 - appliances

2.3 COLOURS

- a) It is recommended that pastel colours be chosen. Members will not be reimbursed for the cost of paint they purchase themselves.
- b) Members who are purchasing their own paint, or choose to tint the paint supplied by the Co-op, may paint in the colours of their choice. Members are expected to use reasonable discretion when choosing a paint colour. If, when they move out, their colour choice is unacceptable to the Co-op or to the new member they must restore the unit to the original colour. If dark or vivid colours are not repainted to the original unit colour, the cost of restoring the unit to its original colour will be deducted from the Member Deposit when the member moves out.
- c) Painting equipment and supplies (other than paint) such as brushes, rollers, thinner, and dropcloths must be supplied by the member at their own expense.
- d) Only surfaces previously painted may be painted unless members receive written permission from the Co-op in advance. Prefinished window-frames must not be painted.
- e) Members are expected to take care when painting. Members must use drop cloths or similar protective coverings. Cover plates on outlets must be removed before painting, and all hardware, controls, fixtures, etc. masked before painting.

2.4

WALLPAPER

- a) The Co-op will not pay for any of the cost of wallpaper.
- b) Members must remove existing wallpaper before applying any new wallpaper. All wallpaper must be dry-strippable. All wallpaper must be removed when the member vacates the unit. The member moving in may request, in writing, that the wallpaper be left in place.

2.5

OTHER WALL COVERINGS

- a) Other wall finishes such as cloth, tiles, mirrors, etc. may be used only if they will not damage the wall surface. Members must correct any damage caused by wall finishes at their own expense, before vacating the unit.
- b) Stucco or textured paint may only be applied to surfaces previously finished in this way.

2.6

DAMAGE TO WALLS

Before vacating their unit, members are responsible for the repair of damage caused to the walls and ceiling by hooks and nails. If a member fails to do this, the Co-op will repair any damage at the member's expense.

2.7

UPKEEP OF FLOORS

Members are expected to regularly clean and maintain hardwood, tile and linoleum.

2.8

HARDWOOD FLOORS

Hardwood floors are finished with a varathane finish. To clean use a damp mop with clear water and vinegar to retain the shine. The Co-op will periodically renew the finish on the hardwood floors, but only upon vacancy of a unit. Members may not refinish their hardwood floors without written permission from the Co-op in advance.

2.9

INSTALLING CARPET

Members must install carpet in a way that will not cause permanent damage. Rubber-backed carpeting and area rugs must have underlay. The only acceptable type of wall to wall installation is the removal and reapplying of the quarter round. Do not use staples, nails or nailboard when installing wall to wall carpet. Members are responsible for the cost of door sweeps when doors have to be cut to accommodate the new carpet.

2.10

APPLIANCES

- a) Co-op appliances and their accessories belonging to the Co-op may not be removed or replaced without written permission from the Co-op in advance.
- b) The Co-op is responsible for maintaining appliances it owns in working order and replacing them, as necessary.
- c) Members must regularly clean both the interior and exterior of their refrigerators and stoves, according to the recommendations of the manufacturer. The Co-op will repair damage caused by a member's neglect of these responsibilities or abuse. The member must pay for these repairs.

2.11

INSTALLING ADDITIONAL APPLIANCES

Members may install additional appliances except dishwashers and washing machines without consulting the Co-op if no structural changes or changes or additions to existing circuits are needed.

2.12

WINDOW AND SCREENS

The Co-op is responsible for replacing 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.

2.13

PEST CONTROL

- a) In case of a pest control problem in the building, the Co-op has the right to carry out pest control measures that it considers necessary to deal with the problem. The Co-

**2.13
PEST
CONTROL**

op will consider the health of members when choosing the method. The Co-op will use the safest most effective method possible.

- b) Chemical pesticides do not have to be used in units of members who have a letter from a doctor saying that the members have an allergy or are sensitive to them. Members who are exempt must agree to another method of pest control recommended by the Co-op (such as boric acid-based solutions). Alternate methods will only apply to the member's unit, and not to common areas of the building.
- c) Members must prepare their units for the extermination services. The Co-op will provide assistance to members who are unable to do the preparation. All units in an effected building must have their units treated, as well as the common areas.

**2.14
LOCKS**

- a) The Co-op will maintain all locks on entrance doors to the building and individual units.
- b) Members must not change the locks on their unit or add additional locks to doors of their unit.

**2.15
HAZARDS**

- a) Members must store flammable substances (such as cleaning fluids and paint thinner) safely in their apartments.
- b) Smoke detectors installed by the Co-op must not be painted, disconnected, or removed.
- c) members must not overload electrical circuits.
- d) storage of propane tanks is prohibited inside any building.

**2.16
MOVE-OUT/MOVE-IN
INSPECTIONS**

- a) When a member notifies the Co-op that they intend to vacate, the Co-op will carry out an inspection of the member's unit according to the Occupancy By-Law. The member must allow the Co-op to inspect the unit.

**2.16
MOVE-OUT/MOVE-IN
INSPECTIONS**

- b) After an inspection, the Co-op will provide the member with a list of repairs needed if any, to bring the unit up to a condition which the Co-op finds acceptable.
- c) If a member is responsible for repairs, a follow-up inspection will take place to ensure that the repairs have been completed. The member will be charged for expenses the Co-op incurs for repair work.
- d) The member Deposit may be used for the costs of repairs or cleaning which are judged to be the member's responsibility. Where there is no Member Deposit, members are charged for these costs.
- e) Soon after a new member moves in, the Co-op provides them with 2 copies of the final unit inspection. One to be signed and returned to the office. One to be retained by themselves.

**2.17
LOCKERS**

- a) Each unit is provided with a locker. Members must supply their own lock. Items must not be stored higher than 18" below the sprinkler system as per the Fire Code.

**2.18
REGULAR
MAINTENANCE
INSPECTIONS**

- a) The Co-op can carry out periodic inspections of all units as part of its planning program. The purpose of the inspection is to help in planning for the maintenance and renovation requirements of the Co-op.
- b) The Co-op will give each household notice of the inspection as stated in the Occupancy By-law.
- c) In the course of an inspection, if the Co-op representative notices a maintenance problem that is the member's responsibility, the Co-op will give the member a list of the repairs (if any) needed. A date will be set for a follow-up inspection. If the member does not do the necessary repairs, the Co-op will arrange for the work to be completed. The member will be charged for the cost of the work.

ARTICLE 3 - MAINTENANCE OF INTERIOR COMMON AREAS

3.1

GENERAL

The Co-op is responsible for:

- the routine maintenance, repair and periodic redecorating of all interior common area;
- maintaining and servicing mechanical systems, equipment and appliances in the common elements
- re-lamping lights in the common areas for the Co-op;
- and regular testing of the fire alarm system

3.2

KEEPING EXITS CLEAR

Members must not allow anything to block fire exits, stairs and corridors, or public thoroughfares. This includes corridors in the laundry area.

ARTICLE 4 - EXTERIOR MAINTENANCE

4.1

GARBAGE DISPOSAL

- a) Members must bring garbage to the garbage room. All garbage must be in securely tied plastic bags and placed in the garbage cans provided. If the green garbage bag is full, remove it from can, tie it closed and place another bag in the garbage can. No garbage may be left in hallways or common areas. Pet owners are responsible for the disposal of pet litter.
- b) Members must arrange for Special Pick-up of large items (such as unwanted furniture). The items must be placed by the curb the evening before the day scheduled for pick-up of such items.

4.2

CO-OP'S RESPONSIBILITIES

- a) The Co-op is responsible for the routine maintenance, repair, and renovation of the outside of the buildings for example, roofing, masonry, windows, light fixtures, etc.).
- b) The Co-op is responsible for periodically cleaning the outside of all windows in the buildings and the inside of common area windows.

**4.3
GROUNDS**

The Co-op is responsible for doing the following common area grounds maintenance (using Co-op staff, contractors or through participation of members):

- routine maintenance and repair of driveway, steps and walkways;
- maintenance of exterior drains;
- routine maintenance, repair and replacement of outside common area lighting, including periodic re-lamping;

The Co-op is responsible for performing the following common area grounds maintenance (using member participation, Landscape Committee, or Co-op staff) :

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

ARTICLE 5 - IMPROVEMENTS BY MEMBERS

**5.1
APPROVAL NEEDED**

- a) Members must get the written approval of the Co-op before undertaking any alteration to their units which:
 - needs a building, electrical or other permit (such as making plumbing or electrical alterations);
 - is to be permanent (such as built-in bookcase)
 - involves changes in the equipment in the unit (such as replacement of stove/refrigerator)
 - changes which alter the original finishes
- b) The Co-op may, from time to time, set standards of design, materials and quality of work for improvements. Members carrying out these improvements must meet the standards.
- c) Members will not be compensated for the cost of improvements they arrange for their units. Improvements initiated and completed by the member are done for the sole pleasure of that member.

5.1
APPROVAL NEEDED

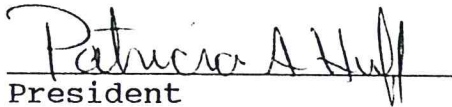
- d) Fixtures in place are the property of the Co-op. Members may temporarily replace fixtures owned by the Co-op. Members are responsible for storing the original fixtures and replacing them, in good condition, before they move out.
- e) The Co-op may require members to restore their unit to its original condition at their own expense if:
 - members make any alteration without the written approval of the committee that looks after maintenance issues or
 - the work is judged to be unsatisfactory in the final inspection.

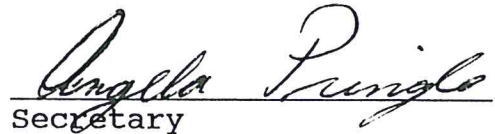
ARTICLE 6 - REIMBURSEMENT FOR EXPENDITURES BY MEMBERS

6.1
Co-op Approval
Needed

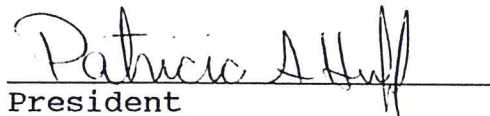
The Co-op will reimburse members of maintenance related expenses only if the Co-op gave written approval for the expenses. Receipts must be provided to the Co-op.

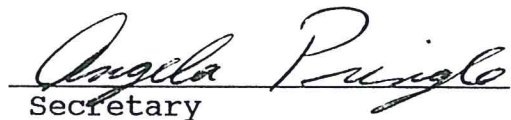
PASSED by the Board and sealed with the corporate seal of the Co-operative this 9th day of May, 1995


President


Secretary

CONFIRMED by at least two-thirds of the votes cast at a General Meeting of Members held on the 30th day of May, 1995.


President


Secretary