

5. **DOORS**

Doors must be kept in a state of good repair at all times.

6. **FENCE SPECIFICATIONS**

- a) All approved fence additions must conform to existing fencing material.
- b) All fence posts are to be of treated lumber and set in concrete to a height even with the ground surface. *(Amended by the owners by majority resolution on November 9, 2004)*
- c) Fence material shall be 10" channel siding and must match existing colour. (ICI Glidden Paints, desert castle walls per 5 gallons 4710; code BLK 2P 52, YOX 5P, OXR 1P16).
- d) Gates to swing into yard.
- e) Dividers to go to shrub line.
- f) Trees (or shrubs) to form part of rear fences.
- g) Gates to be built with knee braces running diagonally from handle side down to the hinge.
- h) There must be a minimum of 3 feet clearance, where new fence runs parallel to existing perimeter fence surrounding project.
- i) Finishing nails must be used on fence boards. *(Adopted by the owners by majority resolution on November 9, 2004)*

NOTE: Owners are responsible for painting their own fences within two (2) weeks of completion. If the fence is not painted within a reasonable time limit, Council will instruct the management company to proceed with the painting and bill the owner for labour and paint.

Fence Responsibilities

- a) **For all strata lots** - the first two fence panels on all strata lots, (three panels in the case of a corner lot) are the responsibility of the Strata Corporation for all repair issues.
- b) **Where a strata lot owner has added to the original 2 or 3 fence panels** - The owners who have enclosed limited common property are responsible for repairing and maintaining the fence improvements, and for maintaining the paint, according to Strata specifications, inside of the fence for the entire enclosed yard.

(see attached diagram)

(adopted by majority resolution by the owners on November 12, 2002)

7. **MOTION DETECTOR LIGHTS**

Motion detector lights are to be white in colour and installed in the rafters of the carport or where the existing carport light socket is located.

8. **PARTY ROOM REGULATIONS** *(Adopted by the Strata Council on January 24, 2006)*

- a) Resident owners only will be permitted to use these facilities, and must complete the Party Room rental form (attached).
- b) A fee of \$35.00 will be charged for rental of the Party Room.
- c) Any resultant damage repair costs will be charged to the individual owner's strata lot.
- d) It is the OWNER'S responsibility to ensure that the Party Room is cleaned by 12 noon of the day following the social function, and any extraordinary cleaning costs will be billed at a cost of \$35.00 per hour.
- e) Hours of use will be from 7:00 am to 2:00 am.
- f) Owners are responsible for their guests' actions and must ensure that guests leave quietly.
- g) It is the owner's responsibility to ensure that if the party room is rented for the use of minors (under 19 years), adult supervision is provided at all times. *(Adopted by the owners by majority resolution on November 9, 2004)*
- h) Minors shall not consume liquor on the premises. *(Adopted by the owners by majority resolution on November 9, 2004)*
- i) A refundable damage deposit in the amount of \$50.00 must be given to the clubhouse coordinator at the time of booking. The deposit will be returned once the clubhouse has been cleaned and no damage is evident. *(Adopted by the Strata Council at the meeting of February 28, 2006)*

9. **RECREATIONAL FACILITIES**

The Strata Council and management have the vested authority to deny use of any facilities to any owner or guest who contravenes the policies and guidelines in use for the Sunridge Estates recreation facilities. Owner's, resident's and guest's co-operation with the staff will make the common facilities more enjoyable for all.

- a) All owners, tenants or visitors shall comply with the bylaws and rules and regulations of the recreation areas.
- b) Rules of etiquette and proper speech and conduct shall be observed at all times. Unnecessary noise, rowdy behaviour, defacement or misuse of common property, and incivility to residents or staff is forbidden.
- c) Smoking or consumption of alcoholic beverages/drinks of any kind are not permitted in the saunas.
- d) The consumption of alcoholic beverages, other than at Council approved functions, is forbidden in all other areas.

- e) Bathing attire shall be worn in the sauna area.
- f) The Strata Corporation reserves the right to prohibit the use of the sauna facility by any owner or guest found in breach of the regulations.
- g) Owners/residents will be held responsible for all damages to common property caused by their children, guests and invitees.
- h) Street hockey is not permitted to be played with the complex.
- i) Rollerblading and skateboarding are permitted on the driveways so long as vehicular traffic is not impeded. Ramps are not permitted. All such activity is prohibited between the hours of 9:00 pm to 9:00 am.

10. **SATELLITE DISH INSTALLATION** *(Adopted by a majority resolution by the owners on December 5, 2006)*

Individual satellite dishes are permitted subject to the following:

- a) Written approval from Council must be obtained before any satellite dish is installed.
- b) The satellite dish must be anchored to a free standing pole and the top of the satellite dish must not exceed the height of the fencing material.
- c) The satellite dish must be installed by a professional installer (who must carry liability insurance to cover any costs of damage resulting from his or her work).
- d) Only one satellite dish is permitted to be installed at any one strata lot.
- e) The satellite dish or cables are not permitted to be installed so as to cause damage to the roof or exterior wood/vinyl surfaces.
- f) Satellite dishes shall not be larger than 19" X 32" (48 centimeters X 81 centimeters) and must be consistent with the color of the siding.
- g) All wiring must be run in a professional manner with wiring being hidden along siding seams or underneath fencing material. Where this is not possible only non penetrating water clips may be used so as not to damage the siding.
- h) Addition cables shall not cross the structure of another strata lot.
- i) Cables from the satellite dish into the unit must be neutral in color and hidden from view and under no circumstances shall any holes be placed in the exterior siding with the exception of one hole to allow the wiring to enter the unit.
- j) Holes for lag bolts must be drilled and caulking must be applied to the holes to prevent moisture or insects from entering the surface.
- k) Upon the sale of a strata lot, confirmation that the satellite dish will be purchased by the new owner must be presented to the Strata Council prior to the completion of sale. The satellite dish not sold to the new owners must be removed prior to the completion of sale.

- l) Upon removal of the satellite dish owners must ensure any holes caused by the installation are completely sealed with an exterior paintable silicon base sealer.
- m) Any damage to the building as a result of the satellite dish installation and/or subsequent cost or repair to the building remain the responsibility of the strata lot owner.
- n) An Indemnity Agreement must be completed and returned to the management office for registration in the Land Title Office. The cost of registration will be assessed against the account of the strata lot owner.
- o) The cost of installation as well as maintenance and repairs to the satellite dish and related equipment are solely the responsibility of the strata lot owner.
- p) If any satellite dish is installed in a manner that does not comply with the above rules, the strata lot owner will be charged for any repairs necessary and for re-installation of the dish in a manner which complies with the rules.
- q) The Strata Council shall be at liberty in its sole discretion to relocate or remove the satellite dish to ensure compliance with these rules. The cost associated with any relocation or removal of said satellite dish will be the sole responsibility of the strata lot owner.

11. STORM DOOR SPECIFICATIONS

- a) Must be dark brown in colour.
- b) Must be void of any decorative markings.
- c) Must be installed in a professional manner so as to not cause damage to the building
- d) The door, once installed, becomes a permanent chattel.
- e) Must be kept in good repair at all times

12. WASTE CONTAINERS

Garbage containers are to be stored only in the enclosures or inside an owner's unit.

13. WINDOWS

- a) Window frames must be dark brown in colour.
- b) Windows must be void of any decorative markings.
- c) Windows must be installed in a professional manner so as to not cause damage to the building.

- d) Replacement windows, which must conform to current building codes, are permitted to be installed by owners wishing to replace the old single pane windows. Any flange on the new double pane windows must be covered by the exterior building siding. *(Adopted by the owners by majority resolution on December 4, 2007)*

14. **WINDOW BOX SPECIFICATIONS**

- a) The box is to be constructed of cedar, and must be no greater than 10" in height by 10" in depth, and the same length as the window under which it will be placed.
- b) Box may not be permanently attached to the building, and is to be set upon "L-shaped" angle brackets that will be attached to the building in such a manner as to not cause damage to the structure.
- c) A vapour barrier must be installed between the box and the building to protect the integrity of the building.
- d) The box (including the L-shaped brackets) must be painted to match the existing structure.
- e) Boxes are restricted to the lower floor only.
- f) The box must be kept neat and tidy at all times. Dead plants must be disposed of immediately.

15. **CLUBHOUSE RULES** *(Adopted by a majority resolution by the owners on December 5, 2006)*

- 1. Persons using the clubhouse shall do so at their own risk and release and indemnify the Strata Corporation, Strata Council and all of its agents from any and all claims arising from the use of the facility.
- 2. Only an Owner whose strata fees and special levy payments are in good standing may use the clubhouse facility.
- 3. Owners may rent the clubhouse on behalf of their renters/tenants but are responsible for their actions, including damages.
- 4. The hours of use for the clubhouse shall be from 9:00 am to 11:00 pm, Sunday through Thursday; and 9:00 am to 1:00 am Fridays, Saturdays or the night preceding a statutory holiday. Owners must have the clubhouse cleaned and ready for the next occupant by 9:00 am the morning following their event.
- 5. The maximum capacity of the clubhouse is 80 persons and no Owner, tenant or occupant shall permit the use of the clubhouse by more than 80 persons.
- 6. At least one (1) owner of the strata lot being an adult (over 18 years) must be in attendance during the entire time the recreation centre is in use. *(Amended by the Strata Council on May 20, 2008)*

7. The cost of renting the facilities shall be \$35.00 per day, payable by cash or cheque in advance to the Strata Corporation (cheques made payable to Strata Plan NW 1316).
8. An Owner, tenant or occupant who reserves the clubhouse is responsible for:
 - a) Ensuring the clubhouse rules are adhered to;
 - b) Regulating the use of food and beverages by persons using the facilities;
 - c) Obtaining any necessary permits required by Municipal or Provincial authorities;
 - d) Ensuring all lighting, appliances and heating are turned down/off before leaving the premises;
 - e) Ensuring the clubhouse is left clean, tidy and in a secure condition. All floored areas – on both floors – should be swept, kitchen floor washed, all surface areas wiped down, and carpets vacuumed – including stairs. All food and personal items should be removed. Furniture should be placed in order for the next renter. Windows should be closed and locked, with curtains drawn, and both doors locked. The Strata Corporation is not responsible for items left behind after a booking. Cleaning supplies are not provided, you must bring your own.
 - f) Returning the clubhouse key to the Strata Council member.
9. The Owner, tenant or occupant who has reserved the clubhouse is responsible for the conduct of all persons attending the facilities during the booking. Unnecessary noise, rowdy behaviour, defacement or misuse of the common property, and incivility to residents or staff is forbidden.
10. Any decorations used in the clubhouse **must not** mark or damage the clubhouse. The use of tape, tacks, nails, pins, or staples on the walls or ceilings is prohibited. Decorations may be hung on the ceiling hooks on the second floor. No decorations are permitted on the exterior of the clubhouse.
11. Smoking is not permitted in the clubhouse, including the second floor balcony and playground.
12. Pets are not permitted in the clubhouse.
13. Use of the saunas (located in the washrooms) is prohibited.
14. Any costs incurred by the Strata Corporation as a result of cleaning up in or about the clubhouse, repairing damage caused to the facilities, common property or landscaping, or replacing items as a result of theft shall be assessed against the Strata Lot owner and shall become part of the strata fees of such owner for the month next following the date on which the cost was incurred, and will become due and payable on the due

date of payment of monthly strata fees. Owners are responsible for reporting any pre-existing damage or conditions to the Strata Corporation **prior** to their event.

15. A refundable damage deposit in the amount of \$100.00 must be given to the clubhouse coordinator at the time of booking. The damage deposit will be returned once the clubhouse has been cleaned and no damage is evident. Failure to adequately clean the clubhouse will result in all or a portion of the damage deposit being held by the Council to complete cleaning the clubhouse.

Owners renting the clubhouse must agree to the above conditions of use and sign this application acknowledging that the clubhouse rules will be adhered to.

Owner name: _____ Unit: _____

Phone No.: _____ Reservation date: _____

IMPORTANT: The smoke alarm in the clubhouse is activated by turning on the light switches on the second floor. The smoke alarm must be activated when the clubhouse is occupied. Fire extinguishers are located by the main door on the first level and beside the kitchen on the second floor.

16. **COMMUNITY BULLETIN BOARD**

(Adopted by the Strata Council at the meeting of April 8, 2008)

Owners wishing to post items on the community bulletin board may submit a 2" x 4" recipe card size due to limited space. No larger notices will be accepted. The notice must include the date, and unit or phone number. The notices will be removed monthly.

The board will be located behind glass at the Recreation Centre door.

Please put your notices in an envelope, and deposit at unit 81 in the outside mailbox.

17. **WINDOW MOUNTED AIR CONDITIONERS**

(Approved by the Strata Council on May 20, 2008)

1. All window mounted air conditioning units may only be installed on a temporary basis from June 1st through September 30th of each calendar year.
2. Window mounted air conditioning units are to be temporarily installed and not permanently attached in any way. The use of brackets, attachments or modifications to the exterior wood trim/siding and/or siding fascia boards or window assembly are not permitted.

3. Council reserves the right to remove the window mounted air conditioning unit in the event complaints of excessive noise are received from the neighboring units. All costs associated with its removal will be assessed against the account of the strata lot.
4. Any damage to the building (or the contents of an adjoining strata lot) as a result of the window mounted air conditioner will be the responsibility of the strata lot owner who has installed the window mounted air conditioning unit).
5. Under no circumstances shall any alterations be made to the window frame or window sill.
6. Subject to a written request of the Council permission to install window mounted air conditioners will be approved subject to the strata lot owner's full compliance with the following:
 - a) air ducts are not permitted on the exterior of the building, with the exception that the venting plate may be installed in an existing window that opens;
 - b) seer rating must be 12 or higher;
 - c) decibel rating 60 or lower;
 - d) applicant must provide equipment specifications;
 - e) the owner(s) will be required to have a qualified contractor install the air conditioning unit and provide proof of liability insurance;
 - f) all costs associated with installation are to be borne by the strata lot owner;
 - g) the owner(s) must correct any visual or noise issues that may arise after unit has been installed.

STRATA PLAN NW 1316 - SUNRIDGE ESTATES

PARTY ROOM RENTAL

Dear Resident:

Your reservation for the use of the party room on _____, is hereby acknowledged.

The fee for use of the party room is \$35.00. Please make your cheques payable to "The Owners, Strata Plan NW 1316".

The use of the party room is subject to the following terms and conditions:

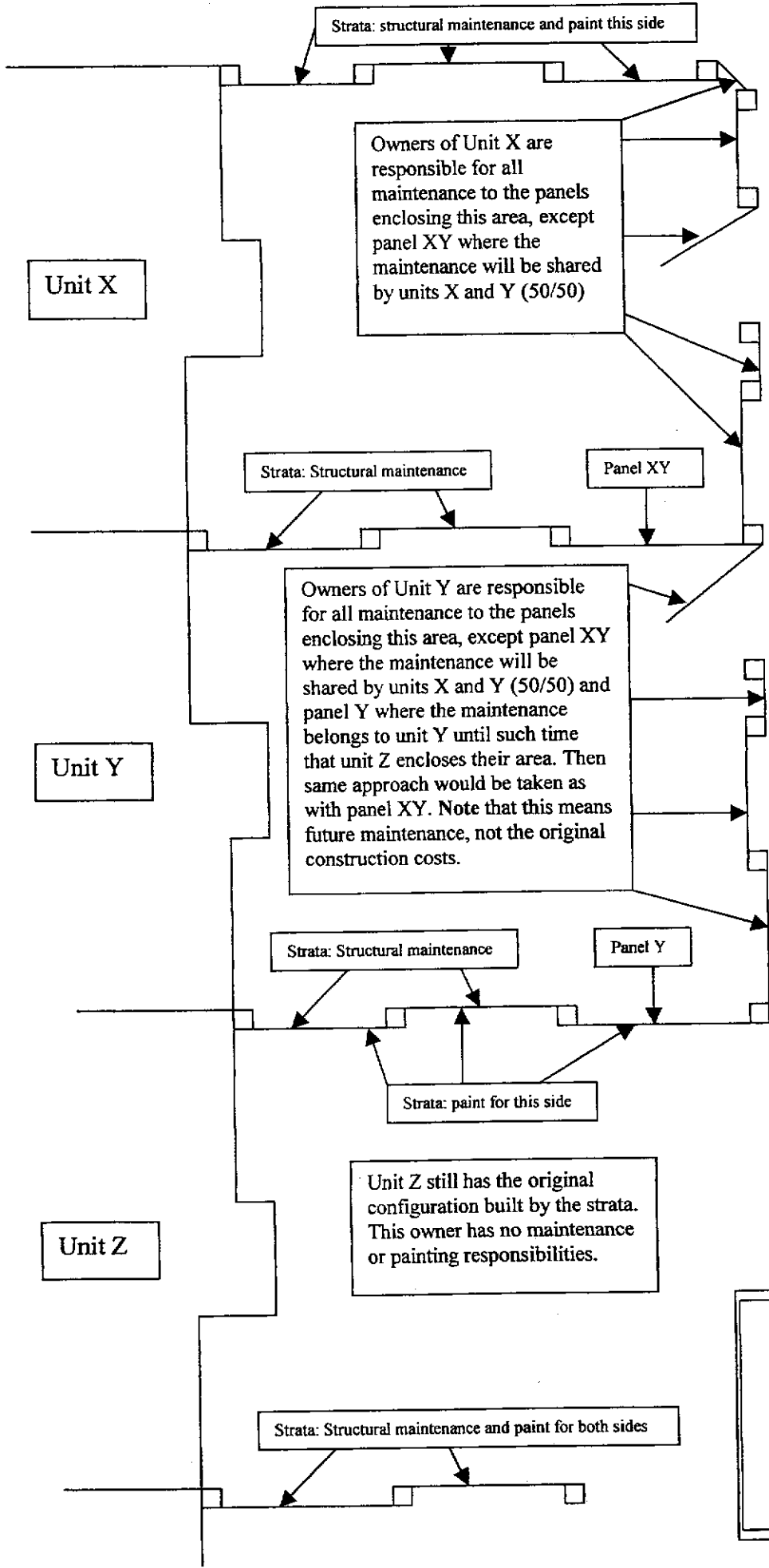
1. A fee of \$35.00 will be charged for rental of the party room.
2. All damage costs or additional cleaning costs shall be charged to the individual owner's strata lot.
3. It is the owner's responsibility to ensure that the party room is cleaned by noon of the day following the social function, and any extraordinary cleaning costs will be billed at a cost of \$35.00 per hour.
4. Hours of use will be from 7:00 am to 2:00 am.
5. Owners are responsible for their guests' actions and must ensure that guests leave the building in a quiet and orderly fashion.
6. Resident owners only will be permitted use of the facilities.
7. Owners are responsible to check that all fires, cigarettes, etc. are extinguished before leaving and that the room is properly secured at the end of the function.

All owners must agree to the above conditions of use and sign the application acknowledging that the rules and regulations governing the use of the party room will be adhered to.

Yours sincerely,

STRATA PLAN NW-1316

Per _____



On end units: Strata will be responsible for the maintenance of the first three sections of fence as well as painting the outside surface

Unit X

Owners of Unit X are responsible for all maintenance to the panels enclosing this area, except panel XY where the maintenance will be shared by units X and Y (50/50)

Strata: Structural maintenance

Panel XY

Strata: Paint for outer side

Unit Y

Owners of Unit Y are responsible for all maintenance to the panels enclosing this area, except panel XY where the maintenance will be shared by units X and Y (50/50) and panel Y where the maintenance belongs to unit Y until such time that unit Z encloses their area. Then same approach would be taken as with panel XY. Note that this means future maintenance, not the original construction costs.

Strata: Structural maintenance

Panel Y

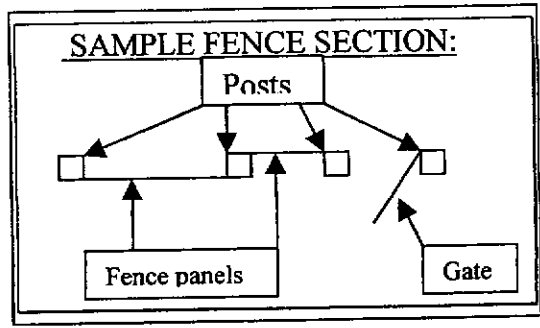
Units that have neighbours on both sides:
Strata will be responsible for maintenance of the first two sections of fence. Painting the fence will remain strata's responsibility as long as the area is not enclosed, then strata will only paint the outside of the enclosed area

Strata: paint for this side

Unit Z

Unit Z still has the original configuration built by the strata. This owner has no maintenance or painting responsibilities.

Strata: Structural maintenance and paint for both sides



STRATA PLAN NW 1316 - SUNRIDGE ESTATES

PAINT CODES

General manufacturer:		General Mills
Main walls		BM CC 500
	Product	72-049
	Formula	B-ly16, C-jy24, F-10, Kx-4y24
Trim		BM CC 542
	Product	70-052
	Formula	A-28, B-8y36, C-2y12, F-ly, Kx-44
Doors		BM CC 122
	Product	33-052
	Formula	B-ly6, C-40, F-3y20, V-5y36