

MANSION HOUSE ESTATES
OPERATING BUDGET
 Fiscal Year Ending December 31, 2014

		Actual Year ending Dec 31, 2013	Accrual Year Ending Dec 31, 2013	Approved 2013 Budget	APPROVED 2014 Budget
INCOME					
5030	Fines	2,000.00	\$ 2,000.00	\$ -	\$ -
5050	Interest Income	563.56	548.61	-	-
5060	Late Payment Charges	(1,100.00)	-	-	-
5080	Maintenance Fees	244,509.53	244,509.53	243,806	244,996
5120	Other Income	750.12	750.12	-	-
5170	Rental Income	0.00	-	-	-
TOTAL INCOME		246,723.21	\$ 247,808.26	243,805.61	244,996.00

EXPENSES

ADMINISTRATIVE					
6010	Administration	264.32	264.32	300	300
6036	Audit	5,580.75	5,580.75	5,000	5,500
6050	Bank charges included in #6180	0.00	0.00	-	-
6110	Insurance /Appraisal	14,476.37	15,826.37	16,200	16,600
6116	Insurance Deductible	0.00	0.00	-	-
6150	Miscellaneous	652.95	647.95	-	-
6160	Management Fees	18,627.00	18,627.00	20,073	18,300
6180	Post/Copies/Bank	1,712.53	1,712.53	1,000	1,700
6190	Professional fees	8,150.60	8,150.60	10,000	10,000
6191	Legal	739.90	739.90	2,000	2,000
TOTAL		50,204.42	51,549.42	54,573.00	54,400.00

6225	Rental Suite Repairs			-	
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BUILDING - INTERIOR					
8013	Carpet Cleaning	0.00	-	400	500
8025	Supplies	564.77	564.77	400	500
8030	Repairs & Maintenance - Electrical	565.43	565.43	2,000	1,000
8040	Elevator	825.95	825.95	2,000	5,000
8045	Emergency Generator	0.00	880.38	1,100	900
8050	Fire Safety Systems	3,114.98	3,114.98	900	1,000
8065	Repairs & Maintenance - General	10,966.76	12,500.00	8,500	10,000
8068	Leakage/Leak Repair	17,360.00	17,360.00	20,000	10,000
8080	Improvements	0.00	0.00	1,000	-
8100	Janitorial Services	10,775.94	12,852.84	13,500	13,500
8110	Laundry Equipment	1,816.06	1,816.06	500	1,500
8120	Locks & Keys	530.73	530.73	500	500
8125	Repairs & Maintenance - Interior	0.00	0.00	1,000	-
8130	Pest Control	99.75	99.75	500	200
8140	Plumbing	4,041.97	4,041.97	5,000	5,000
8141	Boiler/Mechanical	8,599.17	9,000.00	10,000	10,000
TOTAL		59,261.51	64,152.86	67,300	59,600

BUILDING - EXTERIOR					
8520	R & M General	4,508.64	3,637.14	5,000	5,000
8538	Painting	0.00	-	1,000	-
8540	Roof Repairs	840.00	840.00	2,000	1,000
8550	Window Cleaning	1,365.00	1,365.00	1,500	1,500
8551	Window Repairs	0.00	-	500	1,000
TOTAL		6,713.64	5,842.14	10,000	8,500

**MANSION HOUSE ESTATES
OPERATING BUDGET
Fiscal Year Ending December 31, 2014**

		Actual Year ending Dec 31, 2013	Accrual Year Ending Dec 31, 2013	Approved 2013 Budget	APPROVED 2014 Budget
EXTERIOR					
9020	Landscape - Improvements	266.37	266.37	300	300
9030	Landscape - Irrigation	566.63	566.63	650	600
9040	Landscape - Maintenance	7,333.76	9,038.76	8,000	9,000
9041	Concrete/Pool Deck Repairs	0.00	871.50	500	300
9046	Carport/Fencing	576.80	576.80	300	300
9060	Landscape - Equipment	137.02	137.02	300	200
9080	Snow Removal	0.00	0.00	100	100
9087	Landscape - Tree Pruning	1,307.75	1,307.75	1,500	1,500
	TOTAL	10,188.33	12,764.83	11,650	12,300
RECREATION CENTRE					
9330	Pool/Jacuzzi Mtnc	3,123.88	3,244.63	4,000	3,500
	TOTAL	3,123.88	3,244.63	4,000	3,500
UTILITIES					
9410	Electricity	6,872.02	8,300.00	8,200	9,000
9420	Enterphone	1,103.44	1,157.26	400	1,100
9430	Garbage Disposal/Recycling	3,524.64	3,705.77	3,500	3,700
9440	Natural Gas / Hot Water	20,454.26	23,500.00	30,000	25,000
9470	Water / Sewer	6,108.18	8,000.00	8,000	8,000
	TOTAL	38,062.54	44,663.03	50,100	46,800
OPERATING EXPENSES		167,554.32	182,216.91	197,623.00	185,100.00
6245	CRF Contribution: 7% of Operating Exp.	13,834.00	13,834.00	13,834	12,957
6248	2012 Deficit Recovery	1,362.00	-	1,362	19,701
6210	Net Property Tax	27,237.91	27,237.91	30,987	27,238
TOTAL EXPENSES		209,988	223,289	243,806	244,996
NET INCOME/LOSS (LESS RESERVES)		36,734.98	24,519.44	\$ -	\$ -

THE MANSION HOUSE ESTATES LTD.
CORPORATE STRUCTURE
and
HOUSE RULES

(Includes: Regulations, Special Resolutions & Board of Directors' Resolutions)

CORPORATE STRUCTURE:

The Mansion House Estates Ltd. was incorporated under the *Company Act of British Columbia* on the 12th day of May, 1960 by A.H. Hall, Registrar of Companies.

In 1991, at the request of The Ministry of Finance and Corporate Relations, the Law Reform Commission prepared a report on the legal framework, which provides a form of apartment ownership in older buildings such as Mansion House Estates.

The Minor Report, LRC 120 (excerpts) states that:

The expression "**apartment corporation**" has been adopted in preference to another term, which is, perhaps, used somewhat more widely: "**cooperative**". The other kind of "cooperative" is non-market housing, usually subsidized in some fashion, in which members do not profit from any increase in the value of the land and building involved. **It is desirable that they are not confused.**

The Mansion House Estates Ltd. (hereinafter called **MHE**) is an **apartment corporation** which holds the legal title to the land and building in which individual dwelling units are located. Each owner is a **Shareholder** in the corporation with the right to occupy a particular dwelling unit (private residence) under a long term **Lease** between the **Shareholder** and the **Corporation**. This is a unique type of ownership that pre-dates the Condominium Act.

The Mansion House Estates Ltd. is regulated by its **Articles of Association** as a not-for-profit private company and to the extent that anything is not covered by MHE's Articles, then by the **Business Corporations Act**. The **Act** takes precedence (or trumps) the Articles.

With respect to the Shareholders of Mansion House:

- a) **In their capacity as Shareholders:** they are governed by MHE's Articles of Association, and the *Business Corporations Act*, and again the *Act* trumps the Articles.
- b) **In their capacity as Lessee/Tenant:** (i.e. their rights with respect to occupancy), they are governed by the Lease and the MHE House Rules. The Lease takes precedence to the MHE House Rules.

Shareholders do not buy/sell their unit, they buy/sell **shares** linked to a unit considered as market housing by the Real Estate Board. Each "owner" is responsible for their own financing. Directors of MHE have the authority to **veto the sale of shares** to any potential buyer.

The **Board of Directors** is comprised of Shareholders who stand for office and are **elected** by the Shareholders of MHE (the **Lessor**). The Board has the duty and responsibility to carry out the Company's obligation in accordance with the MHE **Articles of Association** and the covenants of the long term Leases with its **Shareholder(s)/(Lessee(s))**.

THE MANSION HOUSE ESTATES LTD.

HOUSE RULES

(Includes: Regulations, Special Resolutions & Board of Directors' Resolutions)

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THE MANSION HOUSE ESTATES LTD.
HOUSE RULES

(Includes: Regulations, Special Resolutions & Board of Directors' Resolutions)

INTRODUCTION:

The following rules are a supplement to the Articles of Association of The Mansion House Estates Ltd. (Hereinafter called "MHE") and are intended to clarify certain terms in the leases of its members (hereinafter called "Shareholders").

House Rules are **guidelines** to promote quiet enjoyment and harmony among everyone living in or visiting The Mansion House apartment building. Please support these House Rules to maintain a pleasant environment and to protect your investment.

1. Suite Occupancy:

Each suite shall be occupied exclusively as a private residence by Shareholders and their immediate family.

Ref. Lease p. 3, item 5(c) & Lease p. 6 item 6(b)

2. Use of Suite:

- (a) An active business is not permitted. That is, a business with retail traffic at the apartment building (other than the Company's one rental suite).
- (b) Personal business is permitted. Shareholders, their family, guests and visitors may conduct business from a suite: via fax machine, telephone, computer modem or internet; also private business correspondence such as cheques, invoices, dealing with financial advisors, stockbrokers, charitable work, etc.. It would be difficult to regulate this. However, the no retail traffic (rule 2(a) above) does apply to this type of personal business.
- (c) Shareholders whose personal business matters involve employees (caregivers) and/or other people requiring regular access to the building/suite **must have permission** from the Board of Directors of MHE.
- (d) Advertising of a trade or professional services by anyone living in The Mansion House apartment building is not allowed in the suites or anywhere on the premises of MHE. However, a "Shareholders' bulletin board" is located in the laundry room for community info, giveaways and/or sales.
- (d) A suite is not to be used:
 - i. for any illegal or of improper nature
 - ii. in such a manner that is injurious to the reputation of the building
 - iii. by persons of objectionable character.

Ref. Lease p. 3, item 5(c)

3. Alterations/Renovations to Suite:

- (a) **Structural alterations** to individual suites require the **prior written consent**, in each case, from the Board of Directors of MHE.
- (b) An **Assumption of Liability Agreement** must be completed by the Shareholder prior to written consent by the Board for any alterations/renovations.

Directors' Resolution dated October 22, 2008

- (c) **Liens:** Any unpaid or disputed debts incurred by Shareholders for their suite on account of alterations, decorating or repairs etc. which are chargeable to the Shareholder should be **paid promptly** to avoid liens being placed against the building.
Ref. Lease p. 3, item 5 (g)

4. Building Security:

- (a) **Keys for emergency purposes:** It is recommended that you leave duplicate keys to your suite with the Board of Directors.
- (b) **Entry:**
*Shareholders are encouraged to be present in person at the building entry door(s) to admit entry to your visitors, tradesmen, couriers/postal carriers, grocery delivery and/or any other persons known to the Shareholder(s) into the building.
*The building entry doors are not to be opened for strangers and **NEVER** be left propped open.
***Intercom:** Do not admit anyone calling on the intercom until you have satisfactorily identified your caller. Also do not allow entry to or give any information to callers wanting to deliver or visit someone else's suite.
- (c) **Tradesmen:** When your tradesmen are expected, please notify the Board especially if work may interrupt services in the building and/or when control of the flow of materials/tools coming in and out of the building is necessary.
- (d) **Moving:** During moving times, Shareholders are required to arrange for someone to be present at the building entry door(s) while furniture, appliances, renovation/construction materials, etc. are being taken in or out. Reminder: Shareholder is responsible to install & remove the quilted protective elevator cab padding and floor covering just prior and immediately after to any movement of items that could damage the common property.
- (e) **Suite entry door:** Always keep your suite entry door(s) closed and locked.
- (f) **Locks:** Shareholders are responsible for the locks to their suite entry door(s) and assigned lockers.
- (g) **Damage:** Any damage to suite doors, door locks or appurtenance is the responsibility of the Shareholder.

5. Access to Shareholder's suite:

For the proper operation of the apartment building, any two Board Directors of MHE may, upon reasonable notice enter into and upon any portion of a Shareholder's suite.
Ref. Lease p. 8, item 11 (e)

6. Carport Parking: Ref. also (Parking #14)

- (a) If you rent your parking stall to someone else, you must complete a **Carport Rental Agreement form** and submit form to the Board of Directors.
- (b) If a guest, visitor or family member intends to park in your stall for a period of time (weeks), you must provide pertinent information to the Board.
- (c) There shall be no unlicensed vehicles in any parking space within the common property except where a Shareholder has a vehicle which is in good repair but he/she wishes to have the vehicle unlicensed and off the road the Shareholder may make application to the Board of Directors for permission to park the vehicle within an approved parking spot. With **written proof of storage insurance** the Board shall not withhold this permission unduly.
- (d) There shall be no derelict vehicles parked anywhere on the common property. A derelict vehicle is one which shall be defined as being not presently roadworthy.

- (e) A Shareholder shall not rent or lease their assigned parking space(s) to other than another Shareholder of the corporation.

Items (c), (d) and (e) Directors' resolution dated June 4, 2013.

7. Fire Regulations:

By order of the Fire Marshall, all doors from hallway to stairwells must be kept **CLOSED** at all times. In case of fire **DO NOT USE THE ELEVATOR**. Leave the building by the **stairwells**.

- (a) **Fire alarms** are tested the first week of each month.
- (b) **No smoking** in all areas of Mansion House. (*refer: to MHE House Rule #26*)
- (c) **No propane** allowed in the building.
- (d) **Do not store volatile or flammable substances** in suites, lockers or carports.
- (e) **Barbecues** - electric only on decks of suites #801, #805 and #901.
- (f) **Floor Mats** are not permitted in the corridors outside your suite entry door.

8. Common Areas, Balconies & Windows:

- (a) **Storage**: No person shall be allowed to store anything on the balconies, in the corridors, hallways, stairway landings, common area in locker rooms, boiler expansion tank room, laundry room or in the cabana room. This would also include any unauthorized structures.
- (b) **Cleaning**: No person shall clean and/or shake rugs, mops, dusters or whatever from the windows or balconies/decks.
- (c) **Windows**: No person shall throw or cause to be thrown and/or hang anything from the windows.
- (d) **Balconies/Decks**: Hanging planters, railing plant boxes, chairs are permitted on balconies/decks but must be secured against wind. Shareholders are responsible for damage resulting from falling articles and water overflow from their balconies/decks to lower balconies and/or roof overhang. No person shall throw or cause to be thrown and/or hang anything (other than items mentioned above) from balconies/decks railings.
- (e) **Birds & squirrels**: No person shall feed any wild creatures from the windows, balconies/decks or anywhere in close proximity to the apartment building.

9. Floor & Window Coverings:

- (a) **All floors** in each suite shall be adequately carpeted to minimize noise. Wall to wall carpeting is not required. If for reasons of health carpets are not advisable, please wear soft-soled shoes to minimize noise and please walk softly.
- (b) **Curtains and/or lining** of drapes or blinds must be white or neutral in color to present a uniform appearance to the exterior of the building.
- (c) Glass windows and doors must conform in color and design to the original ones.

10. Conservation of Water and Heat:

- (a) Everyone is encouraged to conserve water and heat. The Board of Directors and/or Property Manager should be notified promptly about water leakage from taps and/or the heating system.
- (b) Keep taps, thermostats and zone valves in working order.
- (c) Shareholders are liable for repairs to damage caused by the overflow of water from sinks, toilets, tubs, dishwashers, washers, overturned water filled buckets, etc. resulting from neglect or carelessness of any person in the suite.

- (d) Shareholders are liable for repairs to plumbing stoppages (drains) if caused by carelessness or neglect by anyone in the suite. Simple “tap washer” changes may be done by the Shareholder. Pitted tap seats require a plumber.

11. Laundry:

Laundry room hours are 8:00 a.m. to 10:00 p.m., and from 10:00 p.m. to midnight on Tuesdays, Wednesdays and Thursdays ONLY. Please adhere strictly to your allotted time. Each suite is permitted a 2-hour period of washing per week only. Please practice **Etiquette Rules** posted in the laundry room. As a courtesy, it is suggested that if your time is free, turn your suite tag over to indicate that your time is FREE.

- (a) Do not move suite ID tags about. Place small yellow tag over “Free time”.
- (b) Operating and care instructions of laundry equipment are in the laundry room.
- (c) The use of washing machines, clothes dryers and other equipment is at the user’s own risk. Damage arising out of careless handling is the responsibility of the Shareholder.
- (d) For sanitary reasons, do not use dryers for drying unwashed towels or bathing suits.
- (e) **Permanent laundry time changes:**
 - *When a suite is sold a request in writing for that laundry time is to be made to the Board of Directors. Ownership seniority has priority in choosing this laundry time slot.
 - *Other requests to change your laundry time should be made in writing to the Board of Directors.

12. Noise control:

- (a) Take special precautions to minimize noise between hours of 11:00 p.m. to 8:00 a.m..
- (b) Excessive noise of any kind caused by garburators, movement of furniture, repairs of any variety should be kept to a minimum. As a courtesy, alert your neighbors when unusual activity is expected.
- (c) Electronic equipment (TVs, stereos, radios, etc.) volume should not disturb your neighbors.

13. Pets:

- (a) Only small birds such as a canary or budgie are permitted as pets. The bird must be properly confined so as not to be a nuisance to anyone.
- (b) No other pets are allowed anywhere or at anytime on MHE premises.

14. Parking: Ref. also (Carport Parking #6)

- (a) Anyone parking temporarily (max. time: 5 minutes) must not obstruct the front or back entrance to the building, driveway, lane of traffic or keep the vehicle’s motor running.

15. Insurance:

- (a) The Company’s (MHE) insurance policy does not cover any property belonging to Shareholders, their family, guests or visitors. Shareholders must carry their own home insurance policy to ensure their suite against damage by water, moisture, fire, theft of personal property, etc.
MHE insurance policy only covers the apartment building and not the individual suites.
- (b) MHE is **not responsible** for articles missing from suites, lockers or laundry room.

16. Illness:

When a Shareholder of Mansion House seems to be incapable of caring for him/herself and after confirmation by a competent medical advisor and a majority vote of fifty-one percent (51%) of the

Shareholders of MHE, the said Shareholder must have 24 hour care until recovery and/or when satisfactory accommodations is found elsewhere.

17. Transfer and Transmission of Shares:

Shareholders wishing to transfer their shares and Assignment of Lease to their suite must understand that the following conditions apply:

- (a) Must notify the Board of Directors in writing stating share certificate number and number of shares – before engaging a listing agent;
- (b) Present your original share certificate for verification when you meet with the Board;
- (c) Ensure your suite is in good condition. Lessor (MHE) may upon reasonable notice enter into and upon any portion of the demised premises; **Ref. Lease 11(e)**
Repairs must be attended to at the cost of the Shareholder prior to showing the suite;
Ref. Articles 25.1, 25.2
- (d) All listing agents must meet with the Board of Directors prior to listing or showing the suite;
- (e) The Directors may refuse to register any person as a member whether as transferee or representative of a deceased or bankrupt member;
Ref. Articles 5.5 (a), (b), (c), (d), (e)
- (f) The Directors may refuse to register as a member any transferee of shares of whom they do not approve, whether or not the proposed transferee is already a member **Ref. Article 5.7**
- (e) **Other restrictions apply – Refer to Articles 5.1 to 5.12 inclusive.**
Please acquaint yourself with the Articles of Association of The Mansion House Estates Ltd. and the original Lease.
...Amendment to Item 17 dated February 13, 2003

18. Garbage & MHE Blue Bin Recycling Program:

- (a) **Blue Recycling Bins:** three **blue bins** are located on the left hand side as you exit the back entry door:
 - one cart for newsprint** (newspapers/inserts/flyers)
 - one cart for mixed paper products** (refer to guide)
 - one cart for containers** (refer to guide)

NO PLASTIC BAGS (clear or opaque, retail, produce bags, salad bags, etc.)

NO PLASTIC FOAM CONTAINERS + TRAYS (meat trays, egg cartons, foam clamshells, cups, bowls, etc.)

NO PLASTIC FOAM CUSHION PACKAGING (foam packing chips or noodles, blue/pink board insulation)

PLEASE FLATTEN ALL BOXES (big or small), **PLEASE FLATTEN ALL PLASTIC CONTAINERS** (big or small).

- (b) **Household waste:** six garbage bins are located on the right hand side as you exit the back entry door. These bins are used for household garbage.
- (c) **Dumpster:** located in the laneway for excess household garbage.
Key to dumpster is located on “Shareholders’ bulletin board” located at entrance to laundry room.
Note: Cardboard, office paper, newspaper and any hazardous materials are not allowed in dumpster.

19. Swimming Pool & Garden Area Regulations:

- (a) **Rules/regulations** for the common use of the pool and garden area are posted in two locations:
#1: interior - left side of exit door in cabana room; #2: exterior column by cabana room sliding door.
These rules and regulations must be strictly adhered to.

- (b) Pool water temperature to be maintained at a range of 80oF / 26.6oC to 82oF / 27.7oC.
 - (c) **Pool parties:**
 - *Shareholder must obtain written permission from Board prior to hosting a pool party.
 - ***Restrict** the number of guests to 6 – 8 people.
 - ***Comply** to all pool/garden area rules, especially rule #2 which states: *For your safety, **NO GLASS** containers/plates, glasses/cups, etc. are allowed in the pool area, pool and/or garden area.*
 - ***Be respectful** of other Shareholders using the pool, pool area &/or garden area while pool party is in progress.
 - ***To maintain** a safe and clean environment during and after pool party.
- Directors' minutes dated August 20, 2008*

20. Shareholder, Property Manager, Maintenance Personnel Relations:

It is essential that good relations are maintained and that everyone is aware of whom to approach when problems arise. The Property Manager is your first point of contact &/or the Board of Directors. Shareholders are not to interfere with light switches, time clocks, heating system, pool equipment or any other building appliance. If a dispute occurs, there should be no problem if the Property Manager, Board members and Shareholder(s) discuss the issue in a tactful and friendly manner. If the dispute remains unresolved, a formal complaint in writing to the MHE Board of Directors should be made for a resolution. Shareholders are not to give any instructions to maintenance personnel at MHE unless authorized to do so by the Board. Maintenance personnel are answerable only to the Board of Directors.

21. Shareholders' Expenses:

- (a) **Electricity and utilities** for your suite.
- (b) **Maintenance, repairs & replacement:** Light bulbs and fixtures, apartment appliances by private arrangement with tradesmen.
- (c) **Plumbing:** Repairs and replacement of tap fixtures and connection of taps to main copper pipes at the shut-off valves.
- (d) **Decorating & renovating:** All refurbishing, decorating, carpeting, etc. in your suite as for a private home.
- (e) **Windows:** Repairs or replacement of broken or damaged interior fixed/sliding windows and interior fixed/sliding doors.
- (f) **Suite entry door(s):** Repair of damage to suite entry door(s) resulting from burglary or attempts.
- (g) **Pest control:** within the Shareholder's suite.
- (h) **Damage:** Cost of any repairs required to the apartment building and/or other Shareholders' suites as a result of neglect or carelessness of Shareholder or anyone in a Shareholder's suite.

22. Service Charges:

- (a) A **late payment** service charge of **\$25.00** will be applied on a **monthly** basis to any late payment of monthly assessments, special assessments & charge-backs. MHE shall grant a fourteen (14) "grace period" for full payment of monies owing.
Directors' Resolution dated August 20, 2008
- (b) Upon any request by a Shareholder or Director to inspect or copy any account or book or corporate documentation of the Company, the Company shall have **48 hours**, not including Saturdays, Sundays and holidays, after the request and payment are received, to make the said document available for inspection or for copying.

- (c) The Company may charge up to **.50 cents** per page for copying plus an **additional charge** for time spent by an officer or employee or Director of the Company for searching and copying any corporate documents.
- (d) Blueprints of a particular suite or of a partial or of an entire floor of Mansion House will not be released to a Shareholder as this is corporate business under the domain of the Directors.
Items (b), (c) and (d) Directors' Resolution dated June 23, 2010
- (e) Any inquiries by Shareholder/Tenant which must be directed to The Mansion House Estates Ltd.'s corporate lawyer as corporate counsel will be at the Shareholder's/Tenant's cost.
- (f) Any Shareholder/Tenant taking the liberty to address their inquiries via (letter, e-mail, telephone or any such means) directly to The Mansion House Estates Ltd.'s corporate counsel will also be at the Shareholder's/Tenant's cost.
Items (e), and (f) Directors' Resolution dated July 6, 2010

23. General Information:

- 1) **Bulletin board** located in the mailroom is provided for posting current significant information to Shareholders.
- 2) **Minutes** of the Board of Directors' meetings are posted on the "MHE" bulletin board located in the laundry room. If you would like to have a "hard copy" please issue your request in writing or provide an "e-mail address" to the Board.
- 3) **Purchases:** Shareholders will not be reimbursed for any purchases made without **prior** consent/authorization from MHE Board of Directors.
- 4) **Bicycle rack rental:** Bicycle rack rental is a one-time fee of **\$25.00 per** bicycle in which a **Bicycle Rack Conditions form** must be completed by the Shareholder. MHE takes no responsibility for the security or safety of the bicycle racks and any bicycle mounted on the racks or left on Mansion House Property. The Visitors' bicycle rack located near the front entrance is for visitors' use ONLY.
- 5) **Shopping carts** are not allowed in the MHE apartment building.
- 6) **Balcony Lights:** The automatic timer will be programmed for balcony lights to turn on generally at 8:00 p.m. PST and shut off at approximately midnight PST (with adjustments to be made for Daylight Savings Time and Standard Time). **Special resolution – AGM dated May 28, 2009**
- 7) **Artwork displayed in corridors:** Present and future artwork must have the approval of the Board, as well as all Shareholders residing on that floor and must only be displayed at the North end wall and/or South end wall. Any loss or damages to the artwork while on display is the sole responsibility of the Owner and any costs for repairs and/or painting of walls as a result of the display other than the above locations or without approval of the Board and Shareholders residing on that floor shall be charged-back to the owner of the artwork. **Special resolution – AGM dated May 28, 2009**
- 8) **Monetary items are no longer accepted in the MHE internal mailbox.**

24. Changes to House Rules:
The above House Rules may be altered and/or added to by the Board of Directors provided that changes are <u>not in conflict</u> with the Lease and/or The Articles of Association of MHE. (Ref. Lease p. 9, item 14) and (MHE Articles p. 23/24, items 14.1-14.6)
A <u>dated copy of each revision</u> of the House Rules must be sent to each Shareholder.

25. Enforcement of Rules

In accordance with this new rule, unless otherwise provided for in the House Rules, MHE may fine a Shareholder as follows:

- (a) A maximum of up to \$200.00 for each contravention of a House Rule.
- (b) A maximum of up to \$500.00 for each contravention of House Rule #1:
(Each suite shall be occupied exclusively as a private residence by Shareholders and their immediate family).
- (c) In accordance with fines noted separately in various subsection in the House Rules.
Directors' resolution dated June 4, 2013

Liens:

Be it resolved that should a Shareholder become indebted to the Company then the Company shall:

- (a) Exercise its rights pursuant to **Article 4.3** for a lien on such shares, which lien shall remain in effect until such time as the monies owed to the Company are paid in full, and
- (b) Pursuant to **Article 4.4** the shares owned by the Shareholder shall be seized until such time as the monies owed to the Company are paid in full, and;
- (c) No Shareholder shall be entitled to vote such shares while such liens and seizure is in effect until such time as the monies owed to the Company are paid in full.

Directors' resolution dated June 30, 2010

26. Non smoking rule:

For the purposes of this rule, "smoke" and "smoking" means to inhale, exhale, burn or carry a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances.

- (a) A Shareholder, occupant or visitor must not smoke in the following areas:
 - i) a strata lot;
 - ii) the interior common property and limited common property, including but not limited to hallways, elevator, parking garages, electrical and mechanical rooms, stairs and storage locker areas;
 - iii) patios, decks and balconies;
 - iv) within 3 meters of a door, window or air intake; and
 - v) on any land that is a common asset.

Directors' resolution dated Sept. 30, 2013

27. Move In / Move Out Fees & Regulations:

For the purpose of this House Rule, "Resident(s)" means collectively, Shareholder(s), lessee(s), tenant(s), occupant(s) and renter(s).

- 27.1 Each new resident will be charged a non-refundable **move-in** fee in the amount of \$200.00.
- 27.2 Each resident must pay a refundable **move-out** fee of \$250.00 prior to moving and to be refunded if there is no damage as a result of the move. The resident moving and a Board member shall inspect all areas through which the pending move shall take place and make note of any existing damage. The resident and Board member shall make a follow up inspection and take note of any new damage. If damage has occurred and additional cleaning is necessary, the associated costs will be deducted from the move-out fee. If such costs exceed the move-out fee, the outstanding amount will be billed to the resident moving.

- 27.3 Resident must advise the Board of Directors of a date and time for the move. Resident is responsible to make all arrangements for security. At least two days notice is required for a move.
- 27.4 Resident is responsible to install & remove the quilted protective elevator cab padding **just prior** and **immediately after** to any movement of furniture, appliances, major renovation materials, tools, or fixtures that could damage the common property. (*padding located in lobby benches across from elevator*).
- 27.5 Moving is restricted to the hours of 8:00 a.m. to 5:00 p.m. Monday to Friday and 10:00 a.m. to 5:00 p.m. on Saturday. Moves outside these periods are prohibited unless approved by the Board. Sunday and statutory holidays are excluded from moves unless approved by the Board.
Special Resolution – A.G.M. dated July 29, 2014