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*Strata Property Act*

Form I

**AMENDMENT TO BYLAWS**

*(Section 128)*

The Owners, Strata Plan VR 2160 [*the registration number of the strata plan]* certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on December 6, 2005 *[month day, year]**:

That effective December 31st, 2005, the Strata Corporation Rule come into force and effect that registered Owners shall provide a set of post-dated cheques, each dated for the first day of each and every month in the calendar year, annually on or before the first day of the year for which the maintenance shares are due. Cheques are to be made payable to VR 2160. Alternatively, an Owner may elect to participate in the Preauthorized Payment Plan for the payment of the monthly maintenance shares during the calendar year, commencing January 1st of each year. Forms available from the Property Manager for VR 2160.

That effective December 6th, 2005, Strata Corporation VR 2160 require residents and their contractors to make use of the lower parking level lobby and garage access for the transport into and out of the building of new and waste construction materials when carrying out renovations within Strata Units.

Nancy J. Kirk
.....
Signature of Council Member

.....
Signature of Second Council Member

*Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

# BY-LAWS OF STRATA CORPORATION VR 2160

## Division 1 - Duties of Owners, Occupants and Visitors

### 1 Payment of Strata Fees

1.01 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

1.02 Common expenses shall be allocated to all strata lots and borne by the owners in proportion to the unit entitlement of their strata lots.

1.03 The monthly maintenance payments shall be made to the Strata Corp. VR 2160.

### 2 Repair and Maintenance of Property

2.01 An owner must repair and maintain the owner's strata lot including windows, doors and enclosed balconies, except for repair and maintenance that is the responsibility of the Strata Corporation under these By-Laws.

2.02 An owner who has the use of limited property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these By-Laws.

### 3 Use of Property

3.01 No owner shall do anything or permit anything to be done that is contrary to any of the provisions of these By-Laws, the Strata Corporation Rules and Regulations, or any statute or city bylaw.

3.02 An owner, occupant or visitor must not use a strata lot, the common property or common asset in a way that

a) causes a nuisance or a hazard;
b) causes unreasonable noise;
c) unreasonably interferes with the rights of other persons to use and enjoy common property, common assets or another strata lot;
d) is illegal; or
e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

3.03 An owner, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of the strata lots, which the Strata Corporation must repair and maintain.

3.04 An owner shall permit the Strata Corporation and its agents, at all reasonable times on notice, except in case of emergency, when no notice is required, to enter his strata lot for the purpose of inspecting the same and maintaining, repairing or renewing pipes, wires, cables and ducts capable of being used in connection with the enjoyment of any other strata lot or common property or other assets of the Strata Corporation, or for the purpose of ensuring that By-Laws are being observed.

3.05 An owner shall promptly carry out all work that may be ordered by the Strata Council or any competent public authority in respect of his strata lot other than work for the benefit of the building generally. In the event that the owner fails to carry out such work within a reasonable time, the Strata Council may carry out such work at the expense of that owner.

3.06 Residents shall not invite or keep any animals, reptiles or birds in or about the strata lots and the common property and shall not feed birds or animals from their strata lot and the common property. This provision does not apply to dogs that are required for medical reasons to assist an occupant.

3.07 An owner shall not sell his strata lot to persons that would occupy the lot with a family with a child or children under 19 years of age.

3.08 No signs, billboards or advertising material of any kind shall be placed on any strata lot or the common property, including the limited common property.

3.09 A resident shall have exclusive use of the parking space(s) designated to the strata lot by the Strata Council.

3.10 The number of strata lots that may be leased is limited to zero.

3.11 Strata lots shall be used exclusively as private dwelling homes for one family, which may include a live-in housekeeper or nurse.

3.12 A strata lot shall be occupied by not more than four (4) persons without the written consent of the Strata Council.

## 4 Inform Strata Corporation

4.01 An owner shall notify the Strata Corporation promptly of any change of ownership or of any mortgage or other dealing in connection with his strata lot.

## 5 Obtain Approval Before Altering Strata Lot

5.01 No structural alterations to the interior of any strata lot shall be made affecting the bearing or party walls, and the subdivision of strata lots shall not be permitted.

5.02 An owner must obtain the written approval of the Strata Corporation before making any alterations to his strata lot, including limited common property, which affect the exterior of the building.

5.03 The Strata Corporation shall not unreasonably withhold its approval under 5.02, but may require that the owner agree, in writing, to comply with all municipal requirements and to take responsibility for any expenses relating to the alteration.

5.04 Interior alterations to wiring, plumbing, piping and other services may be made by an owner provided that these alterations do not affect the other strata lots and comply with all applicable building codes and municipal requirements.

## Division 2 - Powers and Duties of Strata Corporation

### 6 Budget and Assessments

6.01 Before each Annual General Meeting, the Strata Corporation shall prepare a budget, setting out its best estimate of the common expenses, including a reasonable provision for contingencies and replacements, for the next fiscal year.

6.02 At least 15 days before the Annual General Meeting the Strata Corporation shall deliver or mail to each owner, at the municipal address of his strata lot, a copy of the budget for the following year, together with a notice of the assessments for his or her share of the common expenses for that year.

6.03 The Strata Corporation shall have the authority to raise by special resolution of the owners, a special assessment or levy upon the owners in proportion to the unit entitlement for the individual strata lots.

6.04 The Strata Council may impose a fine of one hundred dollars ($100.00) for each and every breach of these By-Laws and a fine of fifty dollars ($50.00) for each and every breach of a rule or regulation.

6.05 If an activity or lack of activity that constitutes a contravention of a By-Law or rule continues for longer than 7 days, a fine may be imposed every 7 days.

6.06 The Strata Corporation shall:

a) control, manage and administer the common property, common facilities or other assets of the corporation for the benefit of all owners;

b) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators and the social room, and other apparatus and equipment used in connection with the common property, common facilities, or other assets of the corporation;

c) maintain all common areas, both internal and external, including lawns, gardens, parking and storage areas;

d) maintain and repair, including renewal where necessary, pipes, wires, cables and ducts existing in the parcel and capable of being used in connection with the enjoyment of more than one strata lot or common property;
e) on the written request of an owner or mortgagee of a strata lot, produce to him or a person authorized by him in writing the insurance policies effected by the Corporation and the receipts for the last premiums;
f) maintain and repair the exterior of the building excluding windows, doors and balconies included in a strata lot;
g) collect and receive all contributions and assessments towards the common expenses and deposit same with a savings institution; and
h) pay all sums of money properly required to be paid for all services, supplies, maintenance and repairs pertaining to, or for the benefit of, the Strata Corporation.

6.07 The Strata Corporation may:

a) purchase, hire or otherwise acquire personal property for use by owners in connection with their enjoyment of common property;
b) borrow money required by it in the performance of its duties or the exercise of its powers;
c) secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid contributions, or mortgage of any property vested in it, or by combination of those means;
d) invest as it may determine in separate accounts money in the fund for administrative expenses, or in the contingency reserve fund;
e) make an agreement with an owner or occupier of a strata lot for the provision of amenities or services by it to the strata lot or to the owner or occupier;
f) make rules and regulations as it considers/necessary or advisable from time to time in relation to the enjoyment, safety, and cleanliness of the common property, common facilities or other assets of the Corporation and for the safety, health, comfort and well-being of the strata owners or occupants;
g) do all things necessary for the enforcement of the by-laws and the rules and regulations of the Strata Corporation and for the control, management and administration of the common property, common facilities or other assets of the Corporation;
h) join any organization serving the interest of Strata Corporation and assess the membership in the organization as part of the common expense.

6.08 If at any time it appears that the annual maintenance contributions towards the common expenses will be insufficient to meet the common expenses or such expenses may not have been included in the annual operating budget of the Corporation, the Strata Corporation may assess and collect a special contribution or contributions against each strata lot in proportion to the unit entitlement for the individual strata lots, following a 3/4 vote resolution of the owners.

## Division 3 - Strata Council

### 7 Powers and Size

7.01 The powers and duties of the Strata Corporation shall, subject to any restriction imposed or direction given at a general meeting, be exercised by the Council of the Strata Corporation.

7.02 The Council shall be elected by and from the owners and shall consist of not less than 3 or more than 7 members.

7.03 The Council shall keep in one location or in the possession of one person, and shall make available to an owner, or a person authorized by him

a) a copy of the *Strata Property Act* and of changes in the By-Laws of the Strata Corporation;
b) a copy of special unanimous resolutions;
c) a copy of all the legal agreements to which the Strata Corporation is a party, including management contracts, insurance policies, insurance trustee agreements, deeds, agreements of sale, licences or assessments;
d) a register of members of Council;
e) a register of the strata lot owners, setting out the strata lot number, the name(s) of the owner(s), the unit entitlement, the parking stall(s) allocated, and the name and address of any mortgagee who has notified the Strata Corporation;
f) the annual budget for each year; and
g) minutes of all general and council meetings.

7.04 The Council shall

a) keep minutes of its proceedings;
b) cause minutes to be kept of all general meetings;
c) cause proper books of account to be kept of all sums of money received and spent by it and the matters in respect of which receipts and expenditures take place; and
d) prepare proper accounts relating to all the money of the Strata Corporation and the income and expenditure of it, for each annual general meeting.

7.05 All acts done in good faith by the Council are, notwithstanding it is later discovered that there was some defect in the appointment or continuance in office of a member of Council, as valid as if the member had been duly appointed or had duly continued in office.

7.06 A member of Council is not personally liable for an act done in good faith in carrying out his duties as a member of the Council.

**8 Council Members Terms**

8.01 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

8.02 A person whose term as council member is ending is eligible for re-election.

**9 Removing Council Member .**

9.01 The Strata Corporation may, by a resolution passed by a 3/4 vote at an annual or special general meeting, remove one or more council members.

9.02 After removing a council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

**10 Replacing Council Member**

10.01 If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

10.02 A replacement council member may be appointed from any person eligible to sit on the Council.

10.03 The Council may appoint a council member under this section even if the absence of the member being replaced leaves the Council without a quorum.

10.04 If all the members of the Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25 percent of the Strata Corporation's votes may hold a special general meeting to elect a new Council by complying with the provisions of the *Act,* the regulations and the by-laws respecting the calling and holding of meetings.

**11 Officers**

11.01 At the first meeting of the Council held after each annual general meeting of the Strata Corporation, the Council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

11.02 A person may hold more than one office at a time, other than the offices of president and vice president.

11.03 The vice president has the powers and duties of the president
a) while the president is absent or is unwilling or unable to act, or
b) for the remainder of the president's term if the president ceases to hold office.

11.04 If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

11.05 The president of the Council shall have a casting vote in addition to his original vote.

11.06 In the absence of both the president and the vice president, the members shall from among themselves appoint a president for that meeting who shall have all the duties and powers of the president while so acting.

## 12 Calling Council Meetings

12.01 Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

12.02 The notice does not have to be in writing.

12.03 A council meeting may be held on less than one week's notice if

a) all council members consent in advance of the meeting, or
b) the meeting is required to deal with an emergency situation, and all council members either
    i) consent in advance of the meeting, or
    ii) are unavailable to provide consent after asonable atterripts to contact them.

12.04 The Council must inform owners about a council meeting as soon as feasible after the meeting has been called.

## 13 Requisition of Council Hearing

13.01 By application in writing, stating the reason for the request, an owner may request a hearing at a council meeting.

13.02 If a hearing is requested under subsection 13.01, the Council must hold a meeting to hear the applicant within one month of the request.

13.03 If the purpose of the hearing is to seek a decision of the Council, the Council must give the applicant a written decision within one week of the hearing.

## 14 Quorum of Council

14.01 A quorum of the Council is

a) 3, if the Council consists of 5 or 6 members, and
b) 4, if the Council consists of 7 members.

14.02 Council members must be present in person at the council meeting to be counted in establishing quorum.

## 15 Council Meetings

15.01 At the option of the Council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

15.02 If a council meeting is held by electronic means, council members are deemed to be present in person.

15.03 Owners may attend council meetings as observers.

15.04 Despite subsection 15.03, no observers may attend those portions of council meetings that deal with any of the following:

*a)* by-law contravention hearings under section 135 of the *Act;*
*b)* rental restriction by-law exemption hearings under section 144 of the *Act;*
c) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

16 **Voting at Council Meetings** 16.01 At council meetings, all matters shall be

d e t e e d by simple majority vote.

16.02 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

16.03 The Council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

## 17 Delegation of Council's Powers and Duties

17.01 The Council may employ for and on behalf of the Strata Corporation agents and employees as it thinks proper for the control, management and administration of the common property, common facilities, or other assets of the Corporation, and the exercise and performance of the powers and duties of the Strata Corporation.

17.02 Subject to subsections 17.03 to 17.05, the Council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the Council, and may revoke the delegation.

17.03 The Council may delegate its spending powers or duties, but only by a resolution that a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

b) delegates the general authority to make expenditures in accordance with subsection 17.04.

17.04 A delegation of a general authority to make expenditures must
a) set a maximum amount that may be spent, and
b) indicate the purposes for which, or the conditions under which, the money may be spent.

17.05 The Council may not delegate its powers to determine, based on the facts of a particular case,
a) whether a person has contravened a by-law or rule,
b) whether a person should be fined, and the amount of the fine, or
c) whether a person should be denied access to a recreational facility.

**18 Spending Restrictions**

18.01 Strata Council may not spend in excess of $5,000.00 over and above budgeted expenditures without the approval of a 3/4 vote at a special meeting of the owners.

18.02 A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these by-laws.

18.03 Despite subsection 18.01, a council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure/safety or prevent significant loss or damage.

## Division 4 - Annual and Special General Meetings

**19 Notice of Meeting**

19.01 An annual general meeting must be held once in each year and no later than one month after the fiscal year end.

19.02 A special general meeting may be convened by Strata Council whenever it thinks proper or within four weeks of receiving a request from 25% of owners. Both Council and owners must be specific as to the business to be transacted.

19.03 Seven days notice of an annual or special general meeting shall be given specifying the place, date and hour of the meeting and the general nature of any special business.

19.04 Accidental omission to give notice to an owner or failure to receive the notice by an owner does not invalidate proceedings at the meeting.

**20 Person to Chair Meeting**

20.01 Annual and special general meetings must be chaired by the president of the Council.

20.02 If the president of the Council is unwilling or unable to act, the meeting must be chaired by the vice president of the Council.

20.03 If neither the president nor the vice president of the Council can chair the meeting, a CHAIR must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

**21 Participation by other than Eligible Voters**

21.01 Occupants may attend annual and special general meetings, whether or not they are eligible to vote.

21.02 Persons who are not eligible to vote, including occupants, may participate in the discussion at the meeting, but only if permitted to do so by the Chair of the meeting.

21.03 Persons who are not eligible to vote, including occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

**22 Quorum**

22.01 One third of persons entitled to vote, present in person or by proxy, shall constitute a quorum.

22.02 Save as in these by-laws otherwise provided, business must not be transacted at an annual or special general meeting unless a quorum of persons entitled to vote is present or by proxy at the time of the commencement of the meeting.

22.03 If, within 'h hour from the time appointed for an annual or special general meeting, a quorum is not present, the meeting stands adjourned to the same day in the next week in the same place and at the same time. If at the adjourned meeting a quorum is not present within th hour from the time appointed for the meeting, the persons present or by proxy entitled to vote constitute a quorum.

**23 Proxies**

23.01 An instrument appointing a proxy must be distributed with the notice of meeting, signed by the owner and returned prior to the commencement of the meeting.

23.02 A proxy need not be an owner.

## 24 Voting

24.01 At an annual or special general meeting, voting cards must be issued to eligible voters.

24.02 At an annual or special general meeting, a vote is decided on a show of voting cards unless an eligible voter requests a precise count.

24.03 If a precise count is requested, the Chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

24.04 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the Chair and recorded in the minutes of the meeting.

24.05 If there is a tie vote at an annual or special general meeting, the Chair of the meeting is entitled to cast a deciding vote in addition to his or her original vote.

24.06 Despite anything in this section, an election of council or any other vote must be held by secret ballot if the secret ballot is requested by an eligible voter.

24.07 Except in cases where, under the *Strata Property Act* a unanimous resolution is required, an owner is not entitled to vote at a general meeting unless all contributions for his/her strata lot have been paid.

## 25 Order of Business

25.01 The order of business at annual and special general meetings is as follows:

a) certify proxies and issue voting cards;
b) determine that there is a quorum;
c) elect a person to chair the meeting, if necessary;
d) present to the meeting proof of notice of meeting or waiver of notice;
e) approve the agenda;
f) approve minutes from the last annual or special general meeting;
g) deal with unfinished business;
h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
*i)* ratify any new rules or regulations made by the Strata Council under section 125 of the *Act;*
j) report on insurance coverage in accordance with section 154 of the *Act* if the meeting is an annual general meeting;
k) approve the budget for the coming year in accordance with section 103 of the *Act,* if the meeting is an annual general meeting;
1) deal with new business, including any matters about which notice has been given under section 45 of the *Act;*
m) elect a council if the meeting is an annual general meeting;
n) terminate the meeting.

## Division 5 - Voluntary Dispute Resolution

### 26 Voluntary Dispute Resolution

26.01 A dispute among owners/occupiers, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:

a) all the parties to the dispute consent, and
b) the dispute involves *the Act,* the regulations, the by-laws or the rules.

26.02 A dispute resolution committee consists of:

a) one owner or occupier of the Strata Corporation nominated by each of the disputing parties, and one owner/occupier chosen to chair the committee by the persons nominated by the disputing parties, or
b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

26.03 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

## Division 6 - Marketing Activities by Owner

### 27 Real Estate Sales

27.01 The intent of the provisions restricting the advertising and showing of strata lots for sale is to preserve the security and the exclusive nature of the building and the private residences in Governor Point.

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tents only and through off-site advertising.

27.03 The placement of real estate "For Sale" signs on common property or on the boulevards of Governor Point shall not be permitted.

4 The holding of an open house for the purpose of showing a strata lot for sale shall not be permitted.

27.02 Strata lots shall be shown t o u g h yrivate

# RULES AND REGULATIONS
# OF
# GOVERNOR POINT

## 1. USE OF STRATA LOTS

1.01 No owner shall do anything or permit anything to be done that is contrary to any of the provisions of these rules and regulations, the Strata Corporation by-laws, or any statute or city by-law.

1.02 Balconies are limited common property for the exclusive use of the strata lot to which they are attached, subject to the right of the Strata Corporation to pass and re-pass for the purpose of maintaining and preserving the structure.

1.03 Storage of household items and bicycles on balconies is prohibited.

1.04 Hanging baskets on balconies are prohibited due to the risk of damage in the event of high wind.

1.05 Plant containers shall be placed in containers lined to prevent surplus water from running out on the balcony floor.

1.06 Washing of balconies is limited to damp mppping. Any excess water shall be mopped up and not swept out the drain.

## 2. SECURITY

2.01 The building shall be operated on a neighborhood watch basis. Owners are required to report to the manager any instances that may affect the security and welfare of the residents and the property of the Strata Corporation.

2.02 Owners and residents are required to question other person's business and right to be on the premises if such other person seeks to gain entry when an owner or resident unlocks a door for entry to the building or is leaving the building. No person shall be permitted to enter the building who does not have a proper entry key or approval of a resident.

2.03 The alarm system within a strata lot shall be the exclusive responsibility of the owner or resident. If such system involves monitoring or maintenance, the owner or resident shall give the name of a contact person with the alarm company to the manager.

3.04 The manager shall arrange for the use of the elevator key and the hanging of protective pads in the elevator.

3.05 All personal effects and moving cartons shall be removed from the building by the mover of the person moving in or out. Cardboard and cast-off belongings shall not be placed in the garbage room.

3.06 Moving shall take place on Monday to Saturday between the hours of 9 a.m. and 5 p.m.

3.07 The sum of $125.00 shall be paid to the Strata Corporation for each move in and each move out to cover expenses, including any cleaning or repairing of common areas.

3.08 Strata lots shall be shown through private appointments only.

3.09 The placement of real estate "for sale" signs on common property or on the boulevards shall not be permitted.

3.10 The holding of an open house to show a strata lot for sale shall not be permitted.

## 4. RESIDENT PARKING

4.01 Parking for residents shall be provided on level "D" of the parkade.

4.02 The parking stalls shall be held as common pfoperty and shall ,not form part of the individual strata lots.

4.03 The control and assignment of parking stalls shall be subject to review by the Strata Council.

4.04 Upon the purchase of a strata lot, a new owner must check with the manager to determine the parking stall(s) assigned to that owner.

4.05 Owners may rent parking stalls only to residents of the Strata Corporation and only with the approval of the Strata Council.

4.06 Parking in other than the designated stall(s) without the approval of the owner shall result in a tow-away situation without notice, and the owner of the towed vehicle shall be responsible for all charges.

4.07 Parking stalls shall not be used for storage and may be used only for the parking of a motor vehicle, motorcycle, electric cart or bicycle except with approval of the Strata Council.

2.04 Owners may change the lock and key for the private entry to their strata lot and on doing so, shall accept the responsibility for the loss of keys and for any additional costs for gaining entry to the strata lot in the event of an emergency that requires the Strata Corporation to gain entry to the strata lot.

2.05 In the parkade, after passing through the overhead door while going into or out of the secured parking area, the driver shall stop until the overhead door is closed. In the event of the entry of any unauthorized person to the restricted parking area, the driver shall immediately notify the police or, in the event of the failure of the door to close properly, shall promptly notify the manager.

For residents' own safety, the door between the car park and the elevator hall must be securely closed at all times to ensure that it is properly locked.

2.06 Loss of building door keys or door remotes shall be reported immediately to the manager or a member of Council.

2.07 In the event that Council rekeys the building for security reasons, one new key shall be issued for each old key turned in. Additional keys and remotes may be acquired at a price set by Council, which shall be repaid upon return of the key and remote.

2.08 The security keys supplied by the Strata Corporation, which open the front lobby door, the overhead door for parking, the storage locker doors, the stairwell doors and the social room shall not be duplicated.

2.09 Owners and residents shall inform the manager where a spare key to their unit may be located in their absence or in the case of an emergency.

2.10 Owners and residents, before being absent, shall make arrangements for the pick-up of any material left by their door.

## 3. **MOVING** INTO AND **OUT** OF **GOVERNOR** POINT AND **SALE** OF UNIT

3.01 The manager shall be notified at least two days before the moving date.

3.02 The manager shall be notified of:

a) the name of the moving company
b) the telephone number of the moving company
c) the time and date of the move

3.03 A person authorized by the manager shall monitor the lobby to ensure that no unauthorized person enters the building during the move and to ensure that the front door is never left open or propped open.

4.08 Unlicensed motor vehicles shall be insured, with proof of insurance to be supplied to the manager.

4.09 Vehicles shall not be parked or left unattended for any period of time on the travelled portion of the parking area.

4.10 The loss of a garage door electronic opener shall be immediately reported to the manager.

## 5. STORAGE LOCKERS

5.01 Owners shall be responsible for insurance coverage for items stored.

5.02 Owners shall be responsible for locking hardware on their individual lockers.

5.03 Dangerous substances and chemicals shall not be stored in lockers, nor toxic or odoriferous substances, including perishables.

5.04 Food stuffs that attract insects or vermin shall not be stored in lockers.

5.05 Lockers may be rented out but only to other owners, and the manager must be notified immediately of such rental.

The main doors leading into the storage areas shall be closed securely and the deadbolt secured.

5.06

## 6. BICYCLES, MOTORCYCLES AND ELECTRIC CARTS

6.01 Bicycles shall be-stored in the parking stall of the owner or in the storage locker of the owner.

6.02 Bicycles shall not be left in suites, corridors or on balconies.

6.03 Guest bicycles shall not be parked in the lobby or the corridors but may be left in a parking stall with the permission of the owner of the stall.

6.04 Electric carts shall, where possible, be parked in the owner's parking stall. If electric power is not readily available in the parking stall, the Strata Council may authorize the owner to have a power outlet installed by an approved electrician at the owner's expense.

6.05 If use of an electric cart in an owner's suite is necessary, the owner shall notify the Strata Council, which may levy a charge for any damage to the common areas resulting therefrom.

## 7. CLEANING SERVICES

7.01 Concerns about the cleaning of the common property, or the operations of the garden, which are the responsibility of the Strata Council, shall be registered with the manager or a member of council.

7.02 The manager shall be called immediately for any emergency cleaning required.

## 8. THE SOCIAL SUITE

8.01 The social suite is for the quiet enjoyment of all residents and shall be a non-commercial venue with a focus on multiple use for all residents.

8.02 When the social suite is not reserved for a resident's exclusive use, residents shall be able to enjoy its facilities on a casual basis.

8.03 Residents using the social suite exclusively, shall sign the ledger provided for this purpose.

8.04 Reservations for the exclusive use of the social suite shall be made with the manager.

8.05 A damage deposit in the amount of $50.00 shall be paid to tlie manager when the social suite is reserved, to be returned if n6 expense is required by the Strata Corporation after the event.

8.06 If the Strata Corporation incurs expense after an event to return the social suite to its condition before the event, such cost will be taken from the damage deposit, and any excess cost shall be charged to the exclusive user's strata lot account.

8.07 The resident reserving the social suite shall be present in the social suite throughout the event.

8.08 There shall be no smoking in the social suite.

8.09 Damage to or soiling of the facilities shall be reported immediately to the manager. No abrasives or sprays shall be used on the lamps as they require only dusting with a soft cloth.

8.10 The host resident shall provide coasters to protect tables.

8.11 The washroom in the social suite shall be for the exclusive use of residents and their guests. No tradesmen or service persons working in an owner's suite shall use the social suite washroom.

8.12 Before vacating the social suite, a resident user shall:

8.12.01 clean and tidy up
8.12.02 return stacking tables to the storeroom
8.12.03 return furniture and tables to their original positions
8.12.04 close all windows, doors and blinds 8.12.05 ensure that stove elements and oven are off 8.12.06 clean and check the washroom
8.12.07 remove all personal belongings and equipment
8.12.08 turn off all lights and turn down thermostats
8.12.09 close the door to the lobby firmly and secure the deadbolt

## 9. CLEANLINESS

9.01 An owner shall not allow her/his strata lot to become unsanitary, nor shall an owner harbor any item or thing that may be harmful to the safe and quiet enjoyment of other owners.

9.02 Residents shall double bag all garbage in leak proof containers before depositing it in the receptacle in the garbage room.

9.03 All recyclable material must be placed as required in the designated recycling bins outside the building. Plastic bags, pizza or other food boxes are NOT recyclable material.

9.04 Residents at their own expense shall remove from the building all waste and cast-off materials and other articles other than garbage and recycling material.

## 10. DISTURBANCE OF OTHER RESIDENTS

10.01 Residents shall not cause, nor allow anyone invited on the premises by residents, to cause willful or malicious damage to the premises, nor to use profane language when speaking to others.

10.02 Residents shall not permit or make disturbing noises, including jacuzzis, dishwashers and laundry machines between the hours of 11:00 p.m. and 8:00 a.m.

10.03 The sidewalks, walkways, passages and driveways shall not be obstructed or used for any purpose other than entering or leaving the strata lots and the parking areas. Residents making donations of clothing to charity shall not leave cartons in the lobby.

10.04 No mops or dusters shall be shaken and no refuse shall be thrown out of the windows or doors or from the balconies.

10.05 Canvassing the building for commercial, charitable or political purposes is not allowed.

10.06 Children shall not be permitted to play in the common areas of the building.

## 11. HAZARDS

11.01 Residents shall not do anything or permit anything to be done that will increase the risk of fire or the rate of fire insurance premiums on the building or any part thereof.

11.02 Residents shall not permit a condition to exist within a strata lot that results in wasting or excessive consumption of domestic water or electricity.

11.03 The installation of a waterbed shall be at risk of the resident, who shall be responsible for all costs and damages that may result from a leak in the waterbed.

11.04 Damage to common property, water or fire damage to a strata lot, and the occurrence of a break-in shall be reported immediately to the manager.

11.05 Flooding or electrical problems that could result in property damage or injury shall be reported immediately to the manager.

11.06 Common area hallways and corridors shall 6e kept clear of all personal items, including mats, umbrella stands, chairs, outdoor shoes and art objects.

11.07 No fireplace, stove or heater that uses any fuel other than electricity, shall be operated in any strata lot below the seventh floor of the building.

## 12. RENOVATIONS AND REPAIRS

12.01 Except in an emergency, renovations and repairs requiring hammering or drilling shall be carried out only between 9:00 a.m. and 4:00 p.m. Monday to Friday.

12.02 Building hall carpeting between the elevator and the suite undergoing repair or renovation shall be protected at all times. Should vacuuming be needed, it shall be done at the end of each day.

12.03 All paint cans and debris shall be taken from the premises and not left in the garbage.

12.04 Flooring areas of all strata lots other than the second floor that are carpeted shall remain covered with carpeting and underlay except for foyer, kitchen and bathrooms.

## 13. THE ROOF

13.01 Access to the roof shall be restricted to the normal servicing of equipment located there and to emergencies.

14. **FIREPLACES** 14.01 Owners of strata lots with fireplaces are responsible for their operation.

14.02 Owners of strata lots with fireplaces are required to pay a monthly charge for the gas service.

14.03 The strata corporation shall reserve the right to arrange for the cleaning of fireplace chimneys, and to charge the cost to each of the strata lots with fireplaces.

15. MAIL

15.01 Each strata lot shall have its own mailbox off the main entrance lobby and each owner shall have a key to the strata corporation mailbox.

15.02 Residents shall remove all of their mail, including junk mail, and shall not leave any of it in the common areas.

15.03 The mailbox of a strata lot is the exclusive property of the owner and any key or lock service work shall be at the expense of that owner.

15.04 Mail that has been mistakenly placed in a mailbox shall be returned to Canada Post or personally delivered to the rightful owner.

15.05 Pamphlets, newspapers or flyers left on the counter for pick-up by residents shall not be held in the lobby for more than two days.

15.06 Mail destined for the council or the manager may be placed in the designated strata corporation mailbox or in the drawer beside the refrigerator in the social suite.