

ELECTRA
RESIDENTIAL RULES
Strata Corporation LMS1866
989 Nelson Street Street, Vancouver, B.C. V6Z 2S1

DEFINITIONS

A Common Property", when referred to in these Rules, is as defined in the *Strata Property Act* and A means so much of the land and buildings comprised in a strata plan that is not comprised in a Strata Lot shown on the strata plan, and includes pipes, wires, cables, chutes, ducts or other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television services, garbage, heating and cooling systems and other services contained within a floor, wall or ceiling of a building shown on the strata plan, if the centre of the floor, wall or ceiling forms the common boundary of a Strata Lot with another Strata Lot or with Common Property";

"Limited Common Property", when referred to in these Rules, is as defined in the *Strata Property Act* and A means Common Property designated for the exclusive use of the owners of one or more strata lots".

A Management, when referred to in these Rules, means Strata Council, Management Company and/or Building Manager.

A Owner, when referred to in these Rules, means Owner of a Strata Lot and includes members of his/her or their family and any person who is a tenant, licensee (or successor in title to such tenant or licensee), agent, invitee, guest, resident, or any other occupier of a unit.

A Strata lot, when referred to in these Rules, is as defined in the *Strata Property Act* and A means a lot shown as such on a strata plan.

1. COMMON PROPERTY

- 1.1 No material substances or refuse, including cigarettes and matches shall be thrown out or permitted to fall out of any window, door, onto Common Property or out of any Common Property, common facilities or other assets of the Strata Corporation. No mops or dusters of any kind shall be shaken out of the windows or doors of The Electra.
- 1.2 No Owner shall do anything on Common Property likely to damage plants, bushes, trees, or flowers or to prevent their reasonable growth.
- 1.3 No part of the Common Property shall be used for storage or be obstructed.
- 1.4 No postings of any kind are permitted on any Common Property with the exception of the bulletin board in the mailroom.
- 1.5 Cycling, skateboarding, roller blading or commercial shopping carts are not permitted on Common Property. Roller blading, cycling or skateboarding inside the building or on the terrazzo will result in a \$50.00 fine. Bicycles are not permitted in or through the main lobby but must be brought through the Lower Main level only.
- 1.6 Smoking is only permitted in the outdoor barbeque area of the Social Club. Violators will be fined \$50.00.
- 1.7 The cost to repair any damage caused to Common Property or Limited Common Property by an Owner shall be charged to that Owner's Strata Lot. All such charges will be added to that Owner's next regular monthly assessment.
- 1.8 Warning letters or fines may be issued to Owners if an offence occurred which is damaging to Common Property.
- 1.9 Food or drink in transit within the Common Property, especially the elevators and Social Club must be in closed leak proof containers.

2. EXTERIOR APPEARANCE AND ALTERATIONS

- 2.1 No Owner shall alter the finish or appearance of the floors, walls or ceilings of the Common Property or Limited Common Property.
- 2.2 No Owner shall install any exterior door locks or latch protectors to their Strata Lot door unless it is in the form approved by Management.
- 2.3 No television antenna or similar structure shall be erected on or fastened to any portion of the Common Property or Limited Common Property.
- 2.4 No sign, "for sale" signs, billboards, notices or advertising of any kind shall be placed on Common Property other than the designated areas determined by Management. Real estate "for sale" signs are not permitted in the windows of Strata Lots.
- 2.5 No window coverings are permitted other than blinds which are white or off-white in colour.

3. FINES FOR BYLAW & RULE AND REGULATION VIOLATIONS

3.1 An infraction or violation of these Rules or of any of the Bylaws on the part of an Owner, his employees, agents, invitees, or tenants, may be corrected, remedied or cured by the Strata Corporation as follows, except where otherwise stated in the Bylaws or Rules:

First Violation: warning letter;
Further Violation: \$50.00 fine per violation.

The fine is levied against the Strata Lot where the violator resides. Any costs or expenses so incurred by the Strata Corporation shall be charged to the Owner. Such charges shall be added to the Owners next monthly assessment.

- 3.2 Violation notices issued by the Strata Corporation to the Owner shall be considered conclusive evidence of such violations.
- 3.3 Fines levied by the Strata Corporation will be added to and become part of the monthly assessment fee of that Owner and shall be come due and payable on the following due date of the Owner's monthly assessment fee.

4. GARBAGE DISPOSAL

- 4.1 Ordinary household refuse and garbage shall be deposited only in the appropriate chute and/or bin(s) provided for that purpose on the Lower Main level of The Electra.
- 4.2 Recyclable materials are to be placed in the appropriate containers and not in the garbage compactor (i.e. newspapers, glass, cans, cardboard boxes, etc.). Cardboard boxes are to be flattened. Violators will be fined \$50.00.
- 4.3 Any materials other than normal household refuse shall be removed from the Strata Lot and the Strata Corporation by the Owner at his/her own expense.
- 4.4 Garbage must not be left on Common Property or Limited Common Property. Violators will be fined \$50.00.

5. GENERAL

- 5.1 Live Christmas trees are not permitted at The Electra, on Common Property or Limited Common Property.
- 5.2 The duplication of any Common Property or Limited Common Property key(s) by Owners is not permitted. Authorization for Common Property or Limited Common Property keys is to be received from the Building Manager or Management only.
- 5.3 Communication between Owners and the Strata Corporation shall be in writing, signed and directed to the Council via Management or by delivery to the Building Manager's office or Strata Corporation mailbox LMS1866.
- 5.4 Any consent, approval or permission given under these Rules by the Strata Corporation must be in writing and shall be revocable at any time.
- 5.5 Should any portion of these Rules be deemed unenforceable by any court of competent jurisdiction, then for the purpose of interpretation and enforcement of the Rules, each subparagraph hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- 5.6 No combustible, flammable, perishable or offensive material, (i.e. barbecue fluid, propane and/or gasoline), shall be stored in any Strata Lot or on any Common Property or Limited Common Property.

6. LAUNDRY ROOM

- 6.1 The laundry room is for the use of **residents** only. Violation of this regulation will result in fines of up to \$50.00.
- 6.2 The laundry room may be used only between 8:00 a.m. and 11:00 p.m. daily.
- 6.3 All Owners using laundry facilities shall wipe down washer and dryer, clean dryer filters after use and turn off the lights when leaving the room.
- 6.4 Any problems with the laundry equipment shall be reported promptly to the Building Manager or Management.

7. PARKING

- 7.1 No vehicle shall park in the fire lanes at the front entrance or fire lanes at the rear entrance of The Electra.
- 7.2 Vehicles are allowed to load and unload at designated spots at the front and rear entrances of the building, such stop not being longer than thirty (30) minutes, after which they will be towed. Owners should make themselves aware of signs posted in parking areas.

8. SOCIAL CLUB, FITNESS CENTRE, CRAFT ROOM AND TABLE TENNIS ROOM

- 8.1 Owners shall abide by all Rules pertaining to the Social Club, Fitness Centre, Craft Room and Table Tennis Room. Those who are in violation of these Rules will be fined in accordance with Section 3.1 and may lose access to the facilities until the fine is paid. Unlawful entry to any area where access has been denied will result in further fines.

- 8.2 Use of these areas is restricted to Owners and their guests.
- 8.3 The recreational social club must be booked through the Building Manager for groups of 10 persons or more on a reservation system and at a fee of \$2.00 per person for any party of 6 or more persons. Any person found not booking the social club for groups of 10 persons or more will be charged \$5.00 per person plus applicable fines.
- 8.4 All areas should be left clean and tidy after use. Time spent by Strata Corporation staff to clean up will be levied to that Owner's Strata Lot.
- 8.5 Persons using these facilities do so at their own risk and release and indemnify the Strata Corporation and Management from any and all claims from the use of these facilities.
- 8.6 Social Club hours of operation are from 6:00 a.m. to 11:00 p.m.
- 8.7 All cooking should be completed by 10:00 p.m. The Social Club must be vacated by 11:00 p.m.
- 8.8 Owner requests to book the Social Club beyond regular hours should be made in writing to the Building Manager.
- 8.9 Social Club hosts are permitted no more than twenty-five (25) guests, except with the written permission of Management. No more than 55 guests shall be allowed.
- 8.10 Social Club guests must be accompanied by an Owner at all times.
- 8.11 Social Club tables and chairs are positioned for maximum comfort and enjoyment and may not be moved or rearranged without permission of the Building Manager, including the lounge chairs on the patio.
- 8.12 Food and drink must be consumed on the outdoor patio or table area in Social Club. No food or drink is allowed in carpeted areas or near upholstered furniture.
- 8.13 Social Club tabletops and counters must be wiped down, disposing of any food scraps to avoid attracting pests. Garbage must be taken to garbage compactor on Lower Main level. All utensils must be washed and put away. Violators will be fined \$50.00.
- 8.14 Social Club theatre choice of listening and/or viewing materials must be made on a first come, first choice basis with the exception of any special event programs. Times and dates for special events will be posted in advance by Management.
- 8.15 Social Club theatre door should be closed if volume levels disturb patrons in other areas of the facility.
- 8.16 Fitness Centre hours of operation are from 6:00 a.m. to 11:00 p.m. 24-hour access is available upon request to the Building Manager.
- 8.17 Persons under the age of 16 must be accompanied by an adult when using the sauna. Persons under the age of 12 must be accompanied by an adult when using the Fitness Centre.
- 8.18 No alcohol, glass objects, food or drinks are permitted in the sauna.
- 8.19 Persons with heart trouble or respiratory problems should contact their physician before using the sauna.
- 8.20 No soap products, oils, creams, gels or powders are permitted in sauna area as they create a safety hazard if spilled on the floor.
- 8.21 The saunas are the dry type. No water is to be used on the sauna heaters as this may create an electrical hazard.
- 8.22 Showers are intended for cleansing rinses before and after sauna and Fitness Centre use. They are not intended for daily grooming. Shower doors must be closed during use.
- 8.23 Sauna and showers are public areas and proper attire, such as bathing suits, must be worn at all times. Appropriate behaviour, as in all public areas, is expected.
- 8.24 Craft Room hours of operation are from 8:00 a.m. to 10:00 p.m. Access must be requested from Building Manager during office hours.
- 8.25 Noxious or flammable materials are not permitted in the Craft Room because of inadequate ventilation.
- 8.26 A minimum charge of \$35.00 applies if clean-up is required to the Craft Room after use.
- 8.27 Table Tennis Room hours of operation are from 8:00 a.m. to 10:00 p.m. Access must be requested from the Building Manager during their office hours.
- 8.28 Persons using the Table Tennis Room shall play only one game when others are waiting, return paddles and balls to their storage after use and limit themselves to a maximum of four persons playing at any time.

9. RENTALS OF STRATA LOTS

- 9.1 Failure to provide the Strata Corporation with a Tenant Undertaking (Form K), as required, prior to a new tenant moving into a Strata Lot, shall result in a fine of \$200.00 being levied against the Strata Lot of the offending Owner every thirty (30) days until such time as the completed and accurate Form K for that tenant is received by the Building Manager or Management.
- 9.2 Owners are responsible to ensure they provide their tenants with updated copies of Bylaws and Rules.

10. BUILDING MANAGER

- 10.1 The duties of the Building Manager except in cases of emergency, are restricted to Common Property only or as directed by Management.
- 10.2 The Building Manager, for security reasons, may not assist Owners to gain access to their units.
- 10.3 Owners are required to make their own arrangements for receiving personal deliveries. The Building Manager are not responsible for taking receipt of deliveries or allowing delivery personnel into the building.

11. SECURITY PROCEDURES

- 11.1 No Owner shall let another persons, including tradesmen or delivery people, into the building when entering themselves unless that person is known to them.
- 11.2 No Owner is permitted in any part of the Common Property of the Strata Corporation which is restricted such as the roof, boiler room, electrical rooms, mechanical rooms and locked rooms other than their own, except as allowed by Management.
- 11.3 Owners are requested to report any suspicious activity within the complex to the Building Manager or Management in writing. Suspected illegal activities should be reported directly to the police.
- 11.4 There shall be no solicitation anywhere in or about the property for any cause, charity, or for any purposes whatsoever, except as required by *The Elections Act (Canada)* and similar provincial legislation.
- 11.5 No Owner may electronically open the front door with the enter phone system for any person they do not know personally or for whom they do not have specific business with.
- 11.6 No Owner shall permit access to the building to any particular person, after notice to that effect has been given by the Strata Corporation.
- 11.7 Any Owner who tampers with building fire security systems, including in-suite smoke alarms, fire alarm speakers and sprinklers, will be prosecuted according to law, fined the sum of \$150.00 and held liable for any damages and/or expenses to common and private property.
- 11.8 Residents are required to produce proof of residency by showing their magnetic access fob when requested by a uniformed security guard and/or Management.
- 11.9 Access fobs may be obtained from the Building Manager at a cost of \$50.00 each.

12. GUEST SUITES

- 12.1 All guest suites are to be booked by the Owners with the Building Manager. **Owners who are in arrears in their strata fees will not be allowed to book Guest Suites.**
- 12.2 Owner's authorization is mandatory to rent the guest suite to any other party.
- 12.3 A deposit to cover one night's stay must be paid by cash, credit or debit card, money order or certified check at the time of reservation.
- 12.4 Guest Suite Rental Agreement must be filled out at the same time.
- 12.5 A credit card must be provided at a time of check-in or balance to be paid in advance in cash.
- 12.6 See Guest Suite Rental Agreement for cancellation policy. If a guest suite is cancelled within 48 hrs of the arrival date, no deposit will be refunded
- 12.7 All guests are responsible for keeping their suite clean during their stay. The maids clean the suites between guests only.
- 12.8 Any charges incurred to the Strata Corporation for damage to a guest suite will be levied to the owner's strata lot.
- 12.9 The regular rate for the guest suites is \$50.00 per night for single/double occupancy and \$60.00 per night for triple/quad occupancy.
- 12.10 All Guest Suites are non-smoking and have two beds.

13. STORAGE

13.1 Storage space may be rented at \$0.50 per square foot per month with a minimum charge of \$20.00.