

Condominium Corporation No. 0211484

“Windtower Lodge & Suites”

Rules & Regulations

2015

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Rules & Regulations

PRE-AMBLE

The following Rules, are made Board pursuant to the powers granted to it under Article 5 (h) of the corporation’s bylaws. The intent of these rules is to ensure that ability of the Owners to enjoy their property without interference and to further protect the rights of all Owners to be treated equally and fairly.

The necessity of a set of rules and regulations separate from the bylaws has become more necessary as a greater number of Owners chose to rent their Units to third parties who have no common bond with the interests of other owners in maintaining and enhancing the value of their Unit and the overall property.

In passing these rules it is hoped that Owners and tenants alike will appreciate that maintaining standards serves each parties interest and making each party aware of them will ensure self-compliance and make enforcement a rare occurrence.

Enacted on _____ 2015

Section 1. GENERAL

- 1.01 These Rules do not replace the requirements of the Bylaws of the Corporation enacted on May ___ 2002 or any subsequent amendments thereto and are intended only to enhance and improve the quality of life and safeguard the property at the Windtower.
- 1.02 The headings in the body of the Rules form no part thereof, but shall be deemed to be inserted for convenience of reference only.
- 1.03 **Word Usage:** The use of the masculine gender in the Rules shall be deemed to include the feminine and neuter genders;
- 1.04 The words Corporation, Board and Manger and their powers and authority are more broadly defined in the Bylaws of the Corporation. For the purposes of these rules and regulations each of them is empowered to act to implement and enforce these rules and regulations independent of the consent of the other when such authority is granted under the bylaws but not clearly stated herein.
- 1.05 The use of the singular shall be deemed to include the plural wherever the context so requires.
- 1.06 **Waiver:** These Rules, and all of their conditions, restrictions, provisions and obligations, shall remain in full force and effect regardless of whether they are enforced or not in any given circumstance and they shall not be deemed to have been waived by the Corporation, regardless of the number of times that they are enforced or not.
- 1.07 **Resident:** For the purpose of these Rules, the term Resident shall include an Owner, an occupant and/or a tenant and their family members residing in the same Unit.
- 1.08 Common Areas are defined under the bylaws of the Corporation but for the purposes of simple explanation the Common Area’s include all hallways, outer walls and surfaces, inner common walls, stairwells, landscaped areas, lobbies, elevators and the property confined within the boundary fence.

- 1.09 Exclusive Use Common Areas – The balconies on each unit are part of the Common Area owned by the Corporation, however each Owner is granted a license of exclusive use of their balcony and through a lease so too are the occupants.
- 1.10 Regulated Use Common Areas – These areas include the fitness centre, parking areas and storage areas and require either the use of a key, issuance of a permit or payment of a rental fee. Access to these areas may be controlled.
- 1.11 Maintenance of the Common Areas, Exclusive Use Common Areas and Regulated Use Common Areas, under the supervision of the Board, is the responsibility of the Manager, defects and deficiencies should be reported to the Manger when observed.
- 1.12 Any losses, costs or damages incurred by the Corporation by reason of a breach of any Rules in force from time to time by any Resident, or his family, guests, servants or occupants of his Unit, shall be borne and/or paid for by such Resident and may be recovered by the Corporation against such Resident in the same manner as Condominium Assessment fees.
- 1.13 No one shall harm, mutilate, destroy, alter or litter the Common Area, any of the landscaping work or another Resident’s Unit.
- 1.14 Nothing shall be removed from the Common Area by, or on behalf of, any Resident.
- 1.15 No tent, building or structure shall be erected, placed, located, kept or maintained on any Common Area or Exclusive Use Common Area.
- 1.16 Units shall be used only for such purposes as provided in the Corporation’s Bylaws and hereinafter provided. No immoral, improper, offensive or unlawful use shall be made of any Unit or Common Area including the use of Narcotics. All municipal by-laws and other government ordinances, laws, rules and regulations shall be strictly observed.
- 1.17 Violations of the regulation 1.16 may result in the Manager requiring any Owner to terminate the occupancy of any tenant.

Section 2. QUIET ENJOYMENT

- 2.01 Residents and their families, guests, visitors, servants and agents shall not create nor permit the creation or continuation of any noise or nuisance which, in the opinion of the Board may or does disturb the comfort or quiet enjoyment of the other Residents or their respective families, guests, visitors, servants and persons having business with them.
- 2.02 No excessive noise shall be permitted to be transmitted from one Unit to another. If the Board determines that any excessive noise is being transmitted to another Unit and that such excessive noise is an annoyance, a nuisance or disruptive, then the Resident of such Unit shall take such steps as shall be necessary to abate such excessive noise to the satisfaction of the Board.
- 2.03 Musical instruments may be played with moderation and at reasonable times of the day.
- 2.04 The volume level of stereos, radios, televisions, etc. must be reasonable and consistent with the time they are being played.
- 2.05 No wholesale, retail or auction sales, private showing or public events shall be allowed in any Residential Unit or the Common Area without the permission of the Board.

- 2.06 Firecrackers or fireworks of any kind are not permitted in/on any Unit, Exclusive Use Common Area or Common Area.
- 2.07 Any repairs to the Units or Common Area shall be made only between the hours of 8:00 a.m. to 8:00 p.m., Monday to Saturday, except emergency repairs with the Board's approval.

Section 3. SECURITY

- 3.01 Owners shall supply to the Manager the names of all Residents and/or tenants of all Residential Units.
- 3.02 Residents are responsible for the security of their personal property within their unit and the ensuring the security features of the entry points are functional and to report a malfunction to the Building Manager.
- 3.03 The Owner shall be responsible for control of the keys for their unit and must notify the Corporation of the installation of any new security device, lock, alarm, etc. and provide a means for the Building Manager to gain entry during an emergency.
- 3.04 The Owner shall report to the Corporation the storage of any weapons stored within the premises, including but not limited to firearms, bows, crossbows, hunting knives, axes, etc. Such information shall be securely stored and knowledge of same limited to the Managing Director and the President.

Section 4. HEALTH AND SAFETY

- 4.01 No Resident shall permit an infestation of pests, insects, vermin or rodents to exist in his Unit or Exclusive Use Common Area. Residents shall notify the Corporation of any such infestation in their Unit, Exclusive Use Common Area or Common Area. Residents shall cooperate and provide access to their Unit for the purpose of conducting a spraying program to eliminate such infestation.
- 4.02 The sidewalks, entrance, passageways, stairwells, lobby and driveways used in common by the residents shall not be obstructed by them or used for any purpose other than the regular ingress and egress to/from the building or Units.
- 4.03 The storage of hazardous materials and/or combustible liquids prohibited within any Unit, Exclusive Use Common Area or Common Area. No hazardous materials and/or combustible liquids shall be transported and/or stored in/on any vehicle within any part of the parking garage or on the property.
- 4.04 BBQ's
 - .1 No barbeques will be allowed within any Unit but a natural gas BBQ may be stored and used on the Unit Balcony. The BBQ will be of a size commensurate with the occupancy of the unit
 - .2 Barbeque users must ensure that regular maintenance is carried out as outlined by the manufacturer of their barbeque.
 - .3 Barbeque users will be responsible for any and all Cost Recovery Fees imposed by the Fire Department resulting from any problem assessed to their barbeque.

- .4 Barbeques must be located so that no portion of said barbeque shall cause damage to the buildings structure.
 - .5 Barbeque users will be responsible for any and all damages howsoever caused by their barbeque.
 - .6 Barbeque users must provide to the Corporation a copy their personal condominium insurance policy, within 30 days of the effective date of these rules, outlining that they are covered for any damages howsoever caused by their barbeque and that the Corporation or any other person will not be held liable for any costs related to said damages
- 4.05 Residents shall not overload existing electrical circuits.
 - 4.06 Water shall not be left running unless in actual use.
 - 4.07 Nothing, including smoking materials, shall be thrown out of windows or doors or from balconies and terraces.
 - 4.08 No Resident shall do, or permit anything to be done in his Unit or bring or keep anything therein which will in any way increase the risk of fire or the rate of insurance on any buildings, or on property kept therein, or obstruct or interfere with the rights of other Residents, or in any way injure or annoy them, or conflict with the laws relating to fire or with the regulations of the Fire Department or with any insurance policy carried by the Corporation or any Resident or conflict with any of the rules and ordinances of the Board of Health or with any statute or municipal by- law.
 - 4.09 Natural Christmas trees are not permitted in a Unit, Exclusive Use Common Area or on the Common Area in the building, unless protected by flame retardant chemicals.
 - 4.10 The Manager will conduct an annual inspection of all fire detectors and alarms in Units. Residents will be advised in advance and if an occupant is not be present, when it is scheduled, the Corporation will require a signed entry permission form in order that the inspection may be completed.

Section 5. KEYS and ACCESS to UNITS

- 5.01 No Resident may change or re-key the lock on his Unit door without the permission of the Board. The Resident shall provide the Corporation with a key to the new or re- keyed lock.

Section 6. ODOUR

- 6.01 No one shall permit the continuation of any odour, which, in the opinion of the Corporation, may disturb other Residents, his or her families, guests and visitors.

Section 7. SMOKING

- 7.01 All Common Area within the building are designated Non-smoking areas.
- 7.02 No smoking shall take place within 5 meters of a building entrance, window or air intake unit.

- 7.03 Each Unit's Exclusive Use Common Area (balconies and/or terraces) and the Common Area terraces will allow smoking. However do not throw any smoking material off of these areas. The occupier of any of these smoking areas must provide adequate and approved smoking receptacles (ashtrays, etc.) and these receptacles must be used and kept clean.

Section 8. GARBAGE and RECYCLING

- 8.01 Garbage of any kind must not be left in or on the Common Area.
- 8.02 Large items, such as furniture, etc., are to be disposed of by making pickup arrangements with the Property Manager for disposal.
- 8.03 Recycling is a compulsory activity for all Residents, intentional discarding of recyclable materials is prohibited.
- 8.04 All materials for recycling are to be sorted and placed in the appropriate blue bins at the Recycling Centre on each floor. Cardboard, that may be too large for the bins, is to be flattened, tied and placed in the large cardboard recycling bin at the rear of the building.
- 8.05 All household garbage must be contained in tied plastic bags (no larger than 15 pounds) and put into the garbage chute located near the elevators on each residential floor. Residents are limited to 20 pounds per month and subject to surcharges for exceeding these limits.
- 8.06 No garbage is to be left in the garbage chute rooms.
- 8.07 Any Resident wishing to recycle large items will make a request to the Manager who will collect and recycle the item without charge unless a fee is imposed by the municipality. Items will not be "left out" in lobbies for Residents to re-use. Such an act will be considered littering and the Resident subject to appropriate penalties.
- 8.08 NOT use the garbage chutes from 11:00 p.m. to 7:00 a.m.

Section 9. UNDERGROUND and ABOVE-GROUND PARKING

- 9.01 Each parking space is designed for one vehicle only.
- 9.02 Resident parking spaces are subject to the control of the Corporation by means of Parking Permits and other access control measures.
- 9.03 Parking spaces shall not to be used for storage.
- 9.04 Size of vehicles must not exceed 1.82m (6.1ft) in height. Resident parking is prohibited in the Hotel parking zone and visitor zones.
- 9.05 Parking is only allowed in marked parking spaces and vehicles must be parked **within** the marked lines and not protrude beyond the parking space perimeter.
- 9.06 Parking in designated handicap parking spaces is by valid permit only, which must be clearly visible.
- 9.07 All vehicles using the underground parking areas must be registered with the Corporation and display a valid permit.

- 9.08 Any vehicle, posing a security or safety risk in the opinion of the Board, may be required to be moved. In such case the Corporation shall endeavor to provide a written notice to the Resident to either attend to the vehicle or remove it.
- 9.09 Any vehicle, that does not meet the requirements set out in these rules, may be removed from the premises at the Resident's expense.
- 9.10 Any repairs or servicing of vehicles shall be made in such a manner so as not to stain or pollute the immediate environment or damage or inconvenience any adjacent Resident. Damage caused to the property or another Resident vehicle will be recoverable from the offending Resident. Vehicles must be in good working order and shall not leak fluids onto the parking spaces.
- 9.11 There shall be no riding of bicycles, tricycles, skateboards, inline skates, etc. within the underground and/or aboveground parking areas except in the process of egressing or entering the parkade. Helmets must be worn at all times.
- 9.12 All vehicles shall be driven within the posted speed limit, carefully and with headlights on.
- 9.13 Residents shall obey all parking restriction signs.

Section 10. BICYCLES

- 10.01 Bicycles shall be stored in the racks above the Residents parking stall or within the bicycle storage room. Bicycles must only enter and/or exit through the garage door.
- 10.02 The Corporation has provided a bicycle storage room and the use of such is by permit only on the complete understanding and agreement that the Resident will ensure that their bicycle is secured in the rack at all times.
- 10.03 The limit of the Corporation liability for any loss shall be \$500 and for such loss to be paid the Resident must have registered the bicycle, secured it and reported the loss to the RCMP.
- 10.04 Bicycles shall not be chained or fastened to any pipes, metal objects or any other devices located in/on the parking levels or the property. Any bicycle found will be removed without notice by the Manager.
- 10.05 No bicycles shall be stored anywhere on residential floors.
- 10.06 There shall be no riding of bicycles, tricycles, skateboards, inline skates, etc. within the underground and/or aboveground parking areas except in the process of egressing or entering the parkade. Helmets must be worn at all times.

Section 11. PETS

- 11.01 Pets are defined as dogs, cats, small caged birds (budgies, canaries) or other small caged animals and small fish (goldfish, tropical fish).
 - .1 A dog must be no larger than thirty-five (35) pounds.
- 11.02 All cats or dogs must be registered with the Corporation.
- 11.03 Any Resident in any Residential Unit shall keep no animal, which is deemed by the Corporation, in its absolute discretion, to be a nuisance. The Corporation may require that

- such Resident shall, within two weeks of receipt of a written notice from the Corporation remove such animal from the property.
- 11.04 Owners of cats or dogs shall ensure that their pet(s) is (are) licensed and vaccinated as required by the local municipality.
 - 11.05 No pet owner shall permit his or her pet to make excessive noise or offensive odor.
 - 11.06 All pets, while in the Common Area, shall be on a leash or carried. No pets are allowed in food areas or the exercise centre.
 - 11.07 Pet owners shall ensure that any animal feces and/or urine, left by their pet, be cleaned thoroughly and immediately in all Common Area areas.
 - 11.08 Pet litter shall be secured in a plastic bag and disposed of with household waste down the garbage chute.
 - 11.09 Should the Corporation be required to clean up animal waste or repair any damage caused by pets, all resident pet owners, unless the offender is identified, will be charged the full cost of such activities, collected in the same manner as Common Area fees.

Section 12. BALCONIES and TERRACES

- 12.01 No one shall attempt to enclose, screen or otherwise alter an Exclusive Use Common Area balcony or terrace area.
- 12.02 Permissible items on a terrace shall be limited to two chairs and a table, a reasonable size and number of planters made of natural materials, a BBQ and seasonal decorations.
- 12.03 No awnings, shades or other installation or structure shall be erected outside the windows, doors, balconies or terraces without the prior written permission of the Corporation.
- 12.04 Nothing shall be placed so that it projects beyond the railing. Christmas (or other occasion) lights may be used on railings but must be securely fastened with cable ties, plastic ties or cord but not with any type of tape.
- 12.05 No Resident shall permit any items to be blown, thrown or in any manner fall from balconies and/or terraces.
- 12.06 No mops, brooms, dusters, rugs, bedding or the like shall be shaken or beaten from a balcony or terrace.
- 12.07 Balconies and/or terraces shall not be used for storage except for normal balcony or terrace furniture.
- 12.08 Residents shall ensure that no water drips on Units below when watering plants or washing balcony and/or terrace floors.
- 12.09 Residents shall not hang Christmas (or other occasion) lights or decorations on ceilings and/or walls on balconies or terraces.
- 12.10 Nothing shall be attached to the structure of the building.
- 12.11 No signs shall be displayed from a balcony.

Section 13. WINDOWS

- 13.01 No awnings or shades shall be erected over the outside of any window.
- 13.02 Windows shall not be altered in any way so as to change their appearance from the street.
- 13.03 All window coverings (drapes, blinds, verticals, etc.) shall appear as a neutral colour from the street.
- 13.04 Windows shall not be covered with any materials other than material designed for the purpose, e.g. no tin foil or paper will be used to block out light.

Section 14. BROCHURES

- 14.01 No sign, advertisement, brochure or notice shall be inscribed, affixed or placed on any part of the Common Area without the prior written consent of the Corporation.
- 14.02 No advertisements, brochures or notices shall be distributed or circulated to the Units without the prior written consent of the Corporation.
- 14.03 Real Estate signage for Open Houses shall be in the form of an “A” frame sign placed close to the building outside. The Real Estate broker shall provide two persons for an Open House. One person shall escort and stay with a visitor to and from the Unit for sale.
Another person shall greet and stay with other visitors in the Lobby while waiting to visit the Unit for sale.

Section 15. ANTENNAS

- 15.01 Antennas, whether dish, array, cable, dipole or any other type, shall not be erected or attached to any Unit, Exclusive Use Common Area or Common Area.

Section 16. BUSINESS

- 16.01 No auction sale or any other type of sale shall be held on the Corporation property, unless that such sale is for the benefit of the Corporation and has prior written permission from the Board.
- 16.02 Non-residents shall not use any Unit, in whole or in part, for any commercial or professional purpose that requires access to the building by customers, such business shall be limited to “Home Occupations” as permitted by the Town of Canmore.
- 16.03 Any business conducted in the Unit must obtain a permit from the Town of Canmore and provide a copy to the Corporation.
- 16.04 No promotion or sale of any merchandise shall be allowed in a Unit, Exclusive Use Common Area or Common Area without the prior written permission of the Board except for items for sale by a resident and advertised on the Lobby bulletin board.

Section 17. MOVING

- 17.01 The Owner shall provide to the Manager in writing on the prescribed form, 7 days’ notice of any move into or out of the Unit.

- 17.02 The moving of household furniture and effects in or out of the building, which requires that an elevator be put on 'Service', must be arranged with the Manager at least five (5) business days prior to the move taking place.
- 17.03 There shall be no moving of furniture, appliances or other large items in or out of the building on Sundays and/or statutory holidays or before 8:00 a.m. or after 8:00 p.m. Monday through Saturday, except with the prior written approval of the Manager. Where possible all large items shall be moved through the parkade or the side Residents door and not through the front lobby.
- 17.04 Moving of small pieces of furniture or other items that can be easily handled by one person shall be allowed outside of the aforementioned restrictions but must not be moved out the Hotel Entrance.
- 17.05 Residents shall be responsible for any damage to the Common Area as a result of moving any of their belongings.
- 17.06 Excess waste and recyclables shall be properly bagged and or bundled and left in the Elevator lobby and the Manager contacted for collection and disposal. The Manager may assess fees for disposal.
- 17.07 Dumping of waste and old furnishings may result in the assessment of fines and penalties against the Owner.
- 17.08 Carts are located in the Resident Parkade lobby and must be returned their after use. Hotel carts may not be used under any circumstances.

Section 18. INSURANCE

- 18.01 All owners must carry property insurance on their Unit and provide evidence of same to the Corporation.
- 18.02 Owners are advised to have any tenants obtain a tenants insurance policy.

Section 19. WATER

- 19.01 Toilets, sinks, drains, and any other water apparatus shall only be used for the purposes for which they were designed and installed.
- 19.02 Any damage resulting from misuse shall be borne by the Owner in whose Unit the damage originated.
- 19.03 Residents will not permit the wasting of water either allowing water to run unnecessarily or due to faulty plumbing fixtures. Any faulty plumbing fixtures shall be reported to either the Manager or a service company for repair within two (2) business days.
- 19.04 Residents are encouraged to change any fixtures to water conservation type fixtures.

Section 20. SERVICE PERSONNEL

- 20.01 Repairs, alterations, or servicing such carpet cleaning, within a unit by Service Personnel, shall be made during reasonable hours (8:00 a.m. to 8:00 p.m., Monday to Saturday), except for emergency repairs.

- 20.02 Interior maintenance of each Unit is the responsibility of the Resident.
- 20.03 No Resident shall make any major plumbing, electrical, mechanical or structural alteration (including television or security cable alterations) without the prior written consent of the Board (*major shall mean when new wiring must be pulled through an exterior wall or an new outlet added to a service panel*).
- 20.04 Service vehicles shall park at the rear of the property and all technicians shall sign-in at the Front Desk and wear their ID Card at all times.

Section 21. LOCKERS

- 21.01 Lockers are available for rental on a first come first rented basis.
- 21.02 No electrical outlets or extension cords are permitted in lockers.
- 21.03 Each locker unit shall be used exclusively for the storage of non-combustible household material and for no other use.
- 21.04 No items shall be left or stored in the areas outside the lockers.
- 21.05 The rental of the locker may be subject to a locker rental agreement which may contain additional rules and regulations.

Section 22. TENANTS and LEASING/RENTING

- 22.01 The Owner of a Unit, who leases the Unit or renews a lease of the Unit shall, within 30 days of entering into the lease or the renewal, as the case may be shall:
 - .1 notify the Corporation that the Unit is leased;
 - .2 provide the Corporation with the lessee's name and a copy of the lease or renewal;
 - .3 provide the lessee with a copy of the By-laws and Rules of the Corporation.
 - .4 Provide to the tenant the necessary keys and parking permits
- 22.02 In the event that the Owner fails to provide the foregoing documentation prior to the commencement date of the tenancy, any person(s) intending to reside in the Owner's Unit shall be deemed to be a trespasser by the Corporation until and unless such person(s) and the Owners comply with the Rules and the bylaws.
- 22.03 Within seven days of ceasing to lease/rent his Unit, or within seven days of being advised that his tenant has vacated or abandoned the Unit, the Owner shall notify the Corporation in writing that the Unit is no longer leased/rented.
- 22.04 All Owners shall be responsible for any damage or additional maintenance to the Common Area caused by their tenants and will be assessed and charged therefore.
- 22.05 During the period of occupancy by the tenant, the Owner shall have no right of use of any part of the Common Area, except for maintenance and repairs of the Unit.
- 22.06 The Owner of a leased/rented Unit shall supply to the Corporation, his current address and telephone number during the period of occupancy by the tenant.

Section 23. AMENITY AREAS

- 23.01 Amenity Area's in the Windtower include Wild Rose Room, Exercise Room, Mini Golf Course, Patios, Storage Rooms and Hot Tub.
- 23.02 Use of these amenities may be interrupted from time to time for maintenance and/or cleaning.
- 23.03 Pets and smoking shall not be allowed within these amenity areas.
- 23.04 Any food and beverages not supplied by Windtower Catering Services and/or any garbage or recyclable materials must be properly removed and disposed of, and the amenity areas must be neat and clean when you leave.
- 23.05 Residents, tenants and their guests agree to abide by the Rules established by the Board for the operation of these facilities. Failure to do so may result in a suspension or revocation of access and/or use privileges.
- 23.06 Breach of any Rule, as enforced from time to time, by a Resident, his family, guests, servants, agents or occupants of their Unit, which results in any loss, costs or damage incurred to the Corporation, shall be borne by such Resident, and may be recovered by the Corporation against such Resident, in the same manner as Common Area fees.

23.07 WILD ROSE ROOM:

- .1 The Wild Rose Room is first of all a retail space leased or owned by the Corporation for the purpose of generating rental income for the benefit of the Corporation and is available to Residents based on availability.
- .2 This room shall be available for use by the Residents and their guests upon reservation for special occasions under such terms and conditions established by the Board from time-to-time.
- .3 Organized clubs or social events where a fee or cover charge is collected from participants, to the exclusion of any resident, are not permitted without permission of the Board.
- .4 Residents may use the room for birthdays and similar celebrations at no charge twice per year. Fees may be charged for any catering services, special equipment or cleaning.
- .5 No resident may reserve the Wild Rose Room in advance more than twice annually for "Family Events", except that additional requests may be submitted to the Property Manager to be held for review no sooner than one month prior to the requested additional event.
- .6 The Property Manager, acting as an agent of the Corporation, shall be responsible for the administration of the rental agreement and the enforcement of Rules respecting the Wild Rose room.
- .7 The Property Manager shall be advised at the time of booking of:
 - The estimated number of guests.
 - The nature of the function.

- Whether it is predominantly a "youth" function.
 - Any other information required by the Corporation as contained in the rental agreement.
- .8 The Manager shall determine whether a security guard, selected by the Manager is required to be present at the function, at the lessee's expense.
- .9 The maximum number of guests in attendance shall not exceed the limit, as determined by municipal and provincial regulations.
- .10 The fees specified in the rental agreement shall be payable by cheque or money order upon execution of the rental agreement.
- .11 The lessee shall pay the Corporation for any additional damages to the facility, should the costs exceed the value of the security deposit. The Corporation, or its' agent, shall have the absolute right to assess the damages resulting from the use of the facility.
- .12 The lessee undertakes to make full payment of any additional costs arising from the use of the facility within two (2) weeks of receipt of notice of the additional damages by the Corporation or its' agent.
- .13 The lessee shall be advised within 48-hours of the rental termination, whether or not the security deposit will be refunded in full.

23.08 EXERCISE ROOM (MAIN FLOOR):

- .1 All residents shall abide by the Rules for this amenity as set by the Corporation from time to time and posted in the Exercise/Steam room.

23.09 BICYCLE ROOMS (LEVELS P1):

- .1 This amenity is located on the P1 level of underground parking.
- .2 Use of this amenity is by written agreement the payment of a fee and issuance of a permit
- .3 Residents shall contact the Manager regarding bicycle storage availability and to be assigned storage spaces. Storage spaces will not be assigned if there is no bicycle to take the space.
- .4 All keys shall remain the property of the Corporation.
- .5 Those using this facility do so at their own risk. The Corporation and its officers abrogate any responsibility for any and all injuries and/or property damage howsoever said injuries or damage occurred except the limits hereinbefore stated in Section 10.

Section 24. OWNER'S RESPONSIBILITIES & LIABILITIES IN THE COMMON AREAS:

- 24.01 Residents shall held responsible for the actions of their children, family members, guests, lessees, servants and invitees and shall ensure that all such persons are familiar with the Rules in force from time to time.

- 24.02 Any losses, costs or damages incurred by the Corporation by any breach of any Rules in force from time to time by any Resident, his family, guests, lessees, servants, invitees and licensees shall be borne by such Resident and may be recovered by the Corporation against such Resident in the same manner as Common Area fees.

Section 25. ACCESS TO & FROM BUILDING BY STAIRWELL DOORS

- 25.01 No resident shall allow any individual to use the outside doors located at the rear of the building and at the bottom of the stairwells to enter or exit the building unless designated as such.
- 25.02 Should any child, family member, guest, lessee, servant or invitee of any resident be in breach of 25.01 above, such resident shall be fully liable and responsible in like manner as if the resident himself/herself had in fact been in breach of above.

Section 26. BREACHING THE RULES

- 26.01 The Board in its own discretion may assess such penalties as it deems appropriate for the violation of any of these rules. Such penalties may include fines which when assessed may be added to the Owners monthly Condominium Fees.
- 26.02 When a violation occurs the Owner shall receive a notice in writing outlining the breach from the Manager, the Owner shall have 15 days to respond to the notice in writing to the Manager. If the Owner does not respond to the notice the Manager may recommend to the Board an appropriate penalty.
- 26.03 The Owner shall receive a written notice of the specified penalty and if the Owner objects to the assessment and as responded to the original notice as required in 26.02, the Owner may make an in person appeal to the Board which will be heard at a specified time.
- 26.04 The Owner may be held responsible for any breaches caused by a Resident or visitor as if violation were caused by the Owner.

Section 27. Repealing of Rules

- 27.01 Any and all prior Rules, regulations, guidelines, etc., written, stated or implied, shall be done so by the Board as provided for under the bylaws of the Corporation. Any rules which are in effect on the date of new rules coming into use shall be repealed on the date these Rules take effect. However these rules shall not repeal or replace any part of the Bylaws.

Section 28. Management

The management of the property is self-managed by an Alberta incorporated company named 1693492 Alberta Inc. operating as Windtower Lodge & Suites and is wholly owned by the Condominium Corporation. The Manager's duties are prescribed in a set of rules laid out in the bylaws of the Corporation. In addition the Manager also provides the services necessary to operate the Windtower "Lodge" part of the property which is managed as a hotel business for the benefit of the Owners of units on floors 1 and 2. The Manager reports to the Board and a Vacation Owners Committee.