

## CONDOMINIUM CORPORATION NO. 0211484 "RULES"

The short term parking area in front of the building is for loading/unloading only and is strictly enforced.

Elevators are required to be booked in advance for move-in/move-outs. Booking elevators may not be allowed on certain occasions such as long weekends/holidays.

### USE AND OCCUPANCY RESTRICTIONS

In these Rules:

(a) "Owner" means a person who is registered as the Owner of the fee simple estate in a Unit

(b) "Occupant" means a person present in a Unit or in or upon the real or personal property of the Corporation or the Common Property with the permission of an Owner;

(c) "Owner" also includes a tenant, occupant, boarder, roomer, renter;

### VIOLATION OF BY-LAWS

(a) Any infraction or violation of or default under the Act, these By-laws or any rules and regulations established pursuant to these By-laws on the part of an Owner, his/her servants, agents, licensees, invitees or tenants may, at the sole discretion of the Board, be corrected, remedied or cured by the Corporation. The Board, in its sole discretion, may also levy a fine or penalty against an Owner in respect of any infraction or violation of or default under the Act, these By-laws or any rules and regulations established pursuant to these By-laws. The amount of such fine or penalty shall be at the sole discretion of the Board and shall be within the range from \$50 to \$1,000 but in any event shall not exceed the range for such fines or penalties provided by the Act or regulations thereto. Any fees, costs or expenses incurred or expended by the Corporation (including legal fees on a solicitor-and-his/her-own-client basis) in correcting, remedying or curing such infraction, violation or default, or any fine or penalty levied by the Corporation in respect thereof, shall be charged to such Owner and shall be added to and become part of the assessment of such Owner for the month next following the date when such costs or expenses are expended or incurred (but not necessarily paid) by the Corporation and shall become due and payable on the date of payment of such monthly assessment and shall bear interest at the Interest Rate until paid;

(b) The Corporation may recover from an Owner by an action for debt in any court of competent jurisdiction any sum of money which the Corporation is required to expend as a result of any act or omission by the Owner, his/her servants, agents, licensees, invitees or tenants, which violates the Act, these By-laws or any rules or regulations established pursuant to these By-laws and there shall be added to any judgment, all costs of such action including costs as between solicitor and his/her own client. Nothing herein shall be deemed to limit any right of any Owner to bring an action or proceeding for the enforcement and protection of his/her rights and the exercise of his/her remedies.

(c) In addition, the Corporation may exercise the powers provided for in Section 39 of the Act.

An Owner or Renter shall not:

(a) use his/her Unit or any part thereof for any commercial, professional, or other business purpose, except for such small-scale home-based business purposes as are permitted by the Town of Canmore, or for any purpose that may be illegal or, in the opinion of the Board, injurious to the reputation of the Project;

(b) make or permit noise in or about any Unit or the Common Property that in the opinion of the Board is a nuisance or unreasonably interferes with the use and enjoyment of a Unit or the Common Property by any other Owner or occupant. No instrument or other device shall be used within a Unit which in the opinion of the Board causes a disturbance or interferes with the comfort of other Owners.

(c) use or permit the use of his/her Unit other than as a single family dwelling or for a purpose other than for residential purposes and for purposes of this/her By-law. "Single family dwelling" means a Unit occupied or intended to be occupied as a residence by one family alone and containing one kitchen and in which no roomers or boarders are allowed;

(d) do any act or permit any act to be done, or alter or permit to be altered his/her Unit in any manner, which will alter the exterior appearance of the structure comprising his/her or any other Units;

(e) hang laundry other than inside the Unit;

(f) store, erect or place any building, structure, tent, or trailer (either with or without living, sleeping or eating accommodation) on the Common Property, Parking Unit, or on any privacy area assigned to him/her;

(g) permit, erect or hang over or cause to be erected or to remain outside any window or door or any other part of a Unit or on the Common Property or on the real property of the Corporation, clotheslines, garbage disposal equipment, recreational or athletic equipment, fences, hedges, barriers, partitions, awnings, shades or screens of any other matter or thing without the consent in writing of the Board first had and obtained. No television or mobile telephone or radio antenna, tower or similar structure or appurtenances thereto shall be erected on or fastened to any Unit except in connection with a common television antenna or cable system as authorized by the Board and then only in accordance with the regulations therefore which may be established by the Board;

(h) store any combustible, inflammable or offensive goods, provisions or materials in his/her Unit, on the Common Property and allocated storage; Inflammables include propane tank, solvent, detergent, cleaners and any other products that are identified inflammable;

(i) do anything or permit anything to be done in his/her Unit or upon the Common Property or the real or personal property of the Corporation or fail to do any act or thing which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the Corporation. This includes any installation or replacement such as carpet and laminated floor. Wood floor are not compatible with in slab heating and therefore prohibited. To prevent the risk of fire, outdoor cooking shall be restricted to natural gas fuelled barbeques;

(j) do anything or permit anything to be done by any occupier of his/her Unit in his/her Unit, or the Common Property that may be illegal, injurious, cause nuisance or hazard to others or is contrary to any statute, ordinance, by-law or regulation of any government authority whether Federal, Provincial, Municipal or otherwise;

(k) do or permit anything to be done that may cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables, personal possessions, devices or other objects on the lawns and grounds so as to damage them or to prevent growth or to interfere with the cutting of the lawns or the maintenance of the grounds generally;

(l) deposit customary household refuse and garbage outside his/her Unit other than in proper garbage containers supplied and designated by the Board; this means the garbage chute only. It is forbidden to leave any garbage in the rooms where the garbage chute is located. It is strictly forbidden to drop garbage in the garbage chutes if it is not wrapped in adequate plastic bags. The bags have to be strong enough to not break in the chute and create costly additional cleaning. There are recycling bins located on the third & fourth floors and one large bin for cardboard located at the back of the building in the parking area. Owners are responsible for disposal of large items, electronic equipment etc. that cannot be placed in the garbage containers or recycle bins;

(m) erect, place, allow, keep or display signs, billboards, advertising matter or other notices or displays of any kind on the Common Property or in or about a Unit in any manner which may make the same visible from outside of the Unit without the prior written approval of the Board. This is also valid for any realtor signage;

(n) permit any member of his/her household, guests or visitors to trespass on the part of the Parcel to which another Owner is entitled to exclusive occupation;

(o) smoke cigarettes, cigars, or pipes on the Common Property including hot tub areas or permit any member of his/her household, guests, visitors, or occupants of or licensees to the Unit to do so;

(p) use any part of the Common Property for the parking of any motor vehicles except in accordance with permission in writing from the Board. This includes the outside parking located in the back of the building. This parking is reserved for hotel guest and employees only;

(q) wash motor vehicles except in such a manner as will not cause nuisance or annoyance to other Owners and in such place and at such times as the Board may from time by regulation set forth or direct and no repairs or adjustments to automobiles shall be carried out on the Project, nor shall any vehicles other than private passenger automobiles or 4 X 4 vehicles, be brought onto the Project without the written consent of the Board or a member or a manager or nominee thereof save and in the course of a delivery to or removal from the respective premises;

(r) allow trailers, campers, boats, snowmobiles, trail bikes, all-terrain vehicles or equipment to be parked or stored other than in an area designated by the Board (if any);

(s) keep on the Common Property any private passenger automobile which is not in operating condition and being used from day to day;

(t) obstruct or permit any hallways, walkways, passage or driveways or designated visitor parking areas to be obstructed by his/her family, guests or visitors;

(u) shake mops or dusters of any kind nor throw anything out any windows or from any balcony in his/her Unit or on the Common Property, nor permit anything of this kind to be done;

(v) allow his/her Unit, allocated storage area, designated parking area or privacy area assigned to him to become unsanitary or unsightly in appearance. The Board shall be at liberty to remove any rubbish or clean up the Common Property in close proximity to an Owner's premises to its satisfaction and charge the expense to the Owner, Oil stains will be removed at the parking spot owner(s) cost;

(w) make or cause to be made any structural, mechanical or electrical alterations or additions to a Unit or any load-bearing wall without first having the design and specifications of such alteration or addition approved in writing by the Board. Any alteration or addition made by an Owner without such approval may be restored or removed by the Board or its duly authorized representative or representatives and any costs incurred by the Corporation as a result thereof shall forthwith be paid by such Owner to the Corporation and shall bear interest at the Interest Rate from the time such costs are incurred until paid;

(x) use a toilet, sink, tub, drain or other plumbing fixture for the purpose other than that for which it is constructed;

(y) be responsible for ice and snow removal of the balcony located outside each owners unit;

(z) allow or cause any household or personal effects or articles belonging to him to be kept anywhere except inside his/her respective Unit or allocated storage area when not in actual use;

(aa) allow any propane powered motor vehicle to be brought into, kept or stored in the underground parking area;

(ab) drive any motor vehicle on the Common Property at a speed in excess of 10 kilometres per hour or in any manner that the Board, in its sole discretion, deems hazardous or dangerous;

(ac) ride a bicycle or any other vehicle in the building corridors and main floor lobby;

(ad) use balconies as a storage area, including bicycles. The only bicycle storage is located in the underground parking;

(ae) shall not block open normally locked stairwell doors;

(af) carry out work that may create noise except between the hours of 10 AM and 5 PM.