

Strata Plan LMS 2745

RULES

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**FOR**

**STRATA PLAN LMS 2745**

**AS AT**

**MARCH 19, 2008**

## **Strata Plan LMS 2745**

### **RULES**

The Strata Corporation have adopted the following Rules so that they will now apply uniformly to all Strata Lots. In interpreting these Rules, the following words and phrases shall have the following meanings;

- (a) **'Building'** means the structure and all improvements located on/ in Strata Plan LMS 2745;
- (b) **'Resident'** means an owner, a tenant, a Resident or a visitor;
- (c) **'Premises'** means "Strata Lot";
- (d) **'Strata Corporation'** means the owners of the strata lots in the strata plan are members of the strata corporation under the name "The Owners, Strata Plan LMS 2745".

#### 1) **REFUSE**

- (a) All trash, rubbish, waste material, and other garbage shall be tied and double garbage bagged. The Resident shall carry all garbage to the garbage chute room for regular household garbage, and then to the garbage room for all recyclable items such as aluminum cans, glass, plastics, newspaper or cardboard. Cardboard boxes must be broken down before placing in the recycling container.
- (b) The Resident shall not leave any garbage in the fire escape stairs or any other common areas other than the garbage room.
- (c) Residents shall double bag all garbage that creates odors and is of an offensive nature.
- (d) Unwanted furniture, broken appliances and other items that are not considered to be regular household garbage are not to be left in the Recycling Room. These items are for disposal by the Resident. Individuals caught doing so may be subject to a fine by the Strata Corporation.

#### 2) **NO SOLICITATION**

The Resident shall not solicit business in the parking areas or other areas of the Common Property or Limited Common Property and shall not distribute any handbills or other advertising matter therein.



### 3) PARKING & SECURITY

- (a) The Strata Lot Owner shall furnish the Strata Corporation with provincial automobile license numbers of all motor vehicles of the Resident and shall notify the Landlord and the Strata Corporation of any changes or additions to such numbers within five (5) days after such occurrence.
- (b) If the Resident or Owner of a Strata Lot parks his/her vehicle(s) in areas other than those designated for their exclusive use, the Strata Corporation may charge the Resident or Owner a fine as provided in the by-laws and may have such vehicles towed away at the Resident or owner's expense.
- (c) All visitors to the building must park only in the designated VISITOR PARKING stalls. They must display a valid "Visitor Parking Permit" which is to be obtained from the Resident. Maximum parking time is six (6) hours. Violators will be towed away at the Resident's expense. Replacement of lost Visitor Parking Permits will be at the Resident's expense. The Strata corporation will issue only 2 "Visitor Parking Permits" per strata lot.
- (d) Visitors staying overnight must display a valid "Visitor Overnight Parking Permit". The Resident must obtain this for the visitor from the Resident Caretaker. This permit allows overnight visitors to park in the designated VISITOR PARKING stalls for up to 24 hours. The Resident is responsible to return the "Visitor Overnight Parking Permit" to the Resident Caretaker after the 24-hour period has expired. Replacement of the Visitor Overnight Parking Permits not returned to the Resident Caretaker by the Resident will be at the Resident's expense.
- (e) Any Resident displaying a photocopied "Visitor Parking Permit" or "Overnight Visitor Parking Permit" will be towed at the Resident's expense.
- (f) The replacement cost of each remote control for the security parking gate is \$75.00. Residents who require a replacement should notify the Resident Caretaker and pay such amount in cash or by cheque at the time of the request.
- (g) Except for your vehicle, no other items such as batteries, tires, etc. are permitted to be stored in the parking stall.
- (h) Maximum height clearance for the security parking area is 6'8". Any damage caused to the Common Property as a result of the Resident's negligence will result in the Strata Corporation taking action against such Resident for collection of expenses incurred for remedying such damage.



- (i) The replacement cost of each access card (proximity card) for the Building is \$35.00. Owners who require a replacement card should pay this amount in cash or by cheque at the time of placing such request with the Resident Caretaker.

4) **STORAGE LOCKERS**

- (a) Residents shall not store any flammable substances in the storage locker. Substances such as propane cylinders, gasoline, paint thinners, etc. are all considered to be flammable.
- (b) Residents are to supply their own locking device for their own storage locker door in order to discourage theft. The Strata Corporation is not responsible for lost or stolen items from storage lockers. Residents are not to leave items outside of their storage lockers as this is a fire hazard and is subject to a fine by the Strata Corporation.

5) **BICYCLES**

- (a) Residents shall store their bicycle(s) in the designated bicycle storage area of the Building and install their own locking device to discourage theft.
- (b) Residents shall not transport their bicycles to their strata lot via the elevators.
- (c) No bicycles are allowed in the lobby area of the Building.

6) **DELIVERIES**

- (a) Residents shall receive all deliveries only through the delivery facilities designated by the Strata Corporation and at such times specified by the Strata Corporation.
- (b) Residents shall ensure that their suppliers are aware of the delivery times to ensure ease of delivery to and from the building.
- (c) The Resident shall remove all merchandise and other delivered items from the loading area or other part(s) of the Common Property immediately upon delivery. If not, the Resident shall pay such costs as may be determined by the Strata Corporation for the storage of such merchandise.

7) **PERMITS & LICENSES**

The Resident of retail premises shall be responsible for obtaining from the appropriate governmental authority or other regulatory body having jurisdiction, whatever permits, licenses or approvals as may be necessary for the operation of its business.



8) **SECURITY**

Residents should wait till entrance doors and parkade gates are closed before proceeding to avoid undesirables follow and enter the building. **NEW** (passed at Strata Council Meeting on February 19, 2008)

Residents found negligent in compromising the security of the building i.e. propping the main lobby door open, will be subject to a fine by the Strata Corporation.

9) **MOVE-IN & MOVE-OUT**

(a) Residents are required to notify the Property Management Company at least seven (7) working days in advance prior to any planned moving date. This is to ensure that the Resident Caretaker can ensure there is no conflict with moves previously booked by other Residents. The Resident Caretaker also requires time to prepare the elevator designated for moving to avoid any damage caused by the move.

(b) Wherever possible, move-ins/move-outs should be scheduled during the Resident Caretaker's working hours.

10) **ENTRY BY STRATA CORPORATION**

Residents shall permit and facilitate the entry of the Strata Corporation or those designated by them, into the Premises for the purpose of inspection, repair, and landscape maintenance. It is the Residents' responsibility to provide keys to the Resident Caretaker if additional locks or other security devices are installed upon any doors of the Premises for emergency purposes.

11) **NO OBSTRUCTION OR MISUSE OF FACILITIES**

The entrances, lobbies, elevators, stairwells, exercise rooms, meeting room, entertainment and other facilities within the Building are strictly for the use of the Residents of the Building. The Residents shall not obstruct or misuse such facilities or permit them to be obstructed or misused by their employees, agents, invitees or licensees. Stairwells are designated for emergency use only. Residents found using the stairwells for non-emergency use will be subject to a fine by the Strata Corporation.

12) **COMMON FACILITIES & ASSETS OF THE STRATA CORPORATION**

(a) The Building contains an entertainment room, meeting room, exercise room with whirlpool, sauna and washrooms, which are there for the sole enjoyment of the Residents of the Building. In order to control and maintain these rooms in prime condition, the Resident Caretaker will set the usage time and will post any conditions of use on these room's doors. All equipment contained in these rooms is the property of the Strata Corporation and any abuse and willful damage by the Residents will be subject to fines and penalties imposed by the by-laws of the Building.



- (b) Residents shall ensure that all amenity rooms are left in a first class condition after each use.
- (c) The Entertainment/ Meeting Room is for private functions to be held by Residents of the Building. All Owners wishing to use the Entertainment/Meeting Room are required to pay a refundable Security Deposit of \$500.00 per use and to fill out an "Assumption of Responsibility" form. After use and if additional cleaning is necessary, a \$50.00 non-refundable charge will be borne by the user. Meeting Room is to be booked seven (7) days in advance through the Property Management company.
- (d) Smoking is prohibited in all common areas including the Entertainment/Meeting Room, Whirlpool and Sauna Room. No consumption of alcohol/food is permitted in the Whirlpool and Sauna Room and Exercise Room.

13) **MAILROOM**

Residents shall not take items from the mailroom, which don't belong to them or are not addressed to them. Taking mail that is addressed to another Resident is a Federal Offense and is punishable by law.

14) **ACCESS CARD & REMOTE CONTROL**

- (a) Residents shall receive no more than four (4) access cards per Strata Lot and
- (b) Residents shall receive no more than two (2) remote controls for each Strata Lot.  
Special request required to be made to Strata Council for additional access cards or remote controls for better security measures for the Building.

15) **BALCONY**

Residents shall not use water to hose down balcony. **NEW** (passed at Strata Council Meeting on March 19, 2008)

16) **FURTHER RULES**

For the general benefit, welfare and safety of the Building and its Residents, the Strata Corporation may amend these rules from time to time, which shall be binding upon all Residents.

## **NOTICE**

To: All Owners, Strata Plan LMS 2745, Orca Place

Re: The Declaration of Rule #12(e)

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Please be advised that, in accordance with Strata Property Act Section 125, RULE #12(e) has been added to the list of RULES for LMS 2745 and reads as follows:

- 12(e) Functions held in the entertainment room must be finished no later than 12:00 a.m., midnight, unless otherwise approved in advance by the Strata Council.

This RULE is in full force and effect as of February 17<sup>th</sup>, 2009. This RULE remains in effect for the period of one (1) year or until it is presented for the Owners' approval at an Annual or Special General Meeting, whichever event comes first.

For your reference, as per the Bylaw 5.1.1 for Strata Plan LMS 2745, a fine of \$50.00 may be levied for each contravention of this RULE.

Those owners who have tenants should be sure to advise them of this change.

Thank you

**Dodwell Strata Management Ltd.**  
**On behalf of the Council for LMS 2745**



