



*Syndicate of co-owners of  
Manoir IV*

# **INTERNAL REGULATIONS OF CO-OWNERSHIP**

## **2018**

(You can also consult the website [www.manoir4.com](http://www.manoir4.com) for any  
complementary information)

*(Non-official English version. In the event of discrepancies between this English version and the French version of this text, the French version will apply.)*

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## Preliminary remarks

The present regulations of the Manoir IV condominiums were registered in Montreal on May 6<sup>TH</sup>, 1983 under number 3354583. The original document included 18 articles. The document was amended a number of times. We have kept the first 18 articles as they were, but modified the title of article 17. Some updates required to reflect the evolution of life in our building (eg.: replacement of the keys by electronic tokens) were also made; they are in italic in the text. As amendments were added, we have inserted them in the related articles. For new subjects, we added them after article 18

These regulations complete the Declaration of Co-ownership, the articles of which have a more general scope. They are more precise and are more subject to modifications as a result of the evolution of living in our condominium property. Since these articles were voted on by the different general co-owners' meetings and the majority were registered, they are as legally binding as the Declaration of co-ownership. You will find in the appendix the acts to be considered which resulted in the present document.

To assist you in quickly finding the rules you would like to review, you will find on page iii an index of each topic, the relevant article and the page to go to.

For the benefit of all co-owners and lessees, it is absolutely necessary to observe these Regulations in order to:

- Keep the building in good condition.
- Create an agreeable atmosphere.
- Prevent conflicts between co-owners.
- Prevent unnecessary maintenance expenses.
- Allow for a good administration.

Your full collaboration is required and necessary so that the application and respect of these Regulations becomes effective in a spirit of cordiality and comprehension.

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# INTERNAL REGULATIONS OF CO-OWNERSHIP

## 1. COMMON SPACES

- 1.1 The common areas are those stipulated in the Declaration of Co-ownership; but concerning the Regulations they are not limited to the following listing:
- a) The lobby
  - b) The corridors and the stairwells
  - c) The elevators
  - d) The swimming pool, whirlpool, saunas and showers
  - e) The laundry room
  - f) The playroom, reception room and exercises room
  - g) The patios, lawns and walking paths
  - h) The garage and exterior parking areas
  - i) The lockers
  - j) The entrances of the garbage chute
  - k) The balconies
- 1.2 For Regulations purpose, the common areas mentioned above are utilized in accordance with their definition as determined hereafter.
- 1.3 Food, alcoholic or other beverages are not permitted in these areas except in the reception room or on the balconies.
- 1.4 These Regulations must be observed, otherwise a penalty will be imposed.
- 1.5 The use of the following means of locomotion are forbidden in common areas (except the garage and locker space areas for passage and storage):  
bicycles, tricycles, skate boards, roller skates, rollerblades.

## 2. MAIN ENTRANCE AND LOBBY

- 2.1 The main entrance gives access to the building and its lobby, serving as a waiting area. You must always be dressed appropriately in these areas.
- 2.2 Animals are not permitted in the lobby.
- 2.3 It is forbidden to play, run, *play* music and drink and/or eat in these areas, which must remain clean at all times.
- 2.4 You should make sure that your shoes, overshoes or boots are clean when coming in.
- 2.5 The access doors are and should always be locked. *These doors have an automatic mechanism.* It is forbidden to interfere with their proper functioning or to block them open.
- 2.6 For you security, it is forbidden to allow in people unknown to the co-owners.

- 2.7 The co-owners and lessees must always make sure of the identity of a visitor before pressing the button on the enterphone to open the door.
- 2.8 Should you lose the *electronic access keys*, through stealing or otherwise, the co-owner will pay \$25 to the administration to obtain a new one..
- 2.9 Loitering is forbidden in the main entrance and lobby after 11PM.
- 2.10 *Each apartment is allowed 2 « resident » electronic access keys and 2 « visitor » electronic access keys, except as agreed to with the administration.*

### **3. CORRIDORS AND STAIRWELLS**

- 3.1 The corridors and the stairwells are meant to give access to the apartments.
- 3.2 It is forbidden to :
  - a) play, run or write on the walls
  - b) ride a bicycle and/or roller-skate
  - c) leave on the floor candies, papers, cigarettes, garbage and bottles
  - d) make noise
  - e) play with the push-buttons in the elevators and with the ash-trays
  - f) put a mat or boot-tray in front or near the door of each apartment
  - g) *leave the carts in the corridors, which should be returned to the garage after their use.*
- 3.3 It is forbidden, except in case of a fire, to use or tamper with fire protection equipments, making you liable to a fine.
- 3.4 You should make sure that your shoes, overshoes and/or boots are clean.
- 3.5 No animal should be left free to roam in the corridors and stairwells.

### **4. ELEVATORS**

- 4.1 It is forbidden to :
  - a) block or obstruct the doors
  - b) transport bicycles
  - c) smoke
  - d) play with push-buttons for floor indication and emergency phones
  - e) write or post notes without the administration's approval
  - f) walk in without shoes.
- 4.2 You should always make sure you are properly dressed in the elevators.
- 4.3 In case of moving, the administration must be advised well in advance for the reservation of the required elevator and installation of the protection blankets on the walls.
- 4.4 The phones should be used only in case of emergency.

## 5. LOCKERS

- 5.1 Each co-owner and lessee is entitled to one locker.
- 5.2 If another locker is needed your request must be addressed to the administration. A rent will have to be paid for this extra locker, if available.
- 5.3 Keep your locker and the aisles neat and clean.
- 5.4 It is forbidden to :
  - a) smoke
  - b) store inflammable substance or explosives
  - c) store perishable goods
  - d) do odd-jobs
  - e) install in your locker shelves, partitions or objects higher than six (6) feet, so as to not interfere with the sprinklers in case of fire.
- 5.5 Bicycles may be stored at several locations at levels S1 and S2 – see articles 10.19 and 10.20. *They must be identified with a sticker, available from the administration.*
- 5.6 Make sure you turn off the lights upon leaving.

## 6 SWIMMING POOL, WHIRLPOOL, SAUNAS AND SHOWERS

(Underlined rules are excerpts from the « Loi sur la qualité de l'environnement » (LQE - environment quality law) and the « Loi de la sécurité dans les édifices publics » (LSEP – safety in public buildings law).

- 6.1 All visitors must be accompanied by an adult resident.
- 6.2 Every resident may have up to four guests.
- 6.3 For the swimming-pool and whirlpool, children under 12 years old must be accompanied by an adult. Children under 16 years old are admitted in the saunas if accompanied by their parents.
- 6.4 Children under 12 years old are not admitted after 9PM.
- 6.5 The pool area opens at 07:30AM and closes at 10PM.
- 6.6 It is compulsory to take a shower and wash (art. 86, LQE) before using the swimming- pool, the whirlpool or the saunas.
- 6.7 Le port d'un maillot de bain est obligatoire pour la piscine, le bain-tourbillon et les saunas; aucune personne ne sera admise à la piscine et ses aires sans une tenue de bain.

A visitor must first proceed to the resident's apartment to remove his(her) exterior clothing and shoes and put on **bathing clothing and sandals**. No exterior clothing (**coats and shoes**) will be

tolerated in the swimming pool area.

- 6.8 Everyone must wear a bathing-cap in the swimming-pool and whirlpool.
- 6.9 It is absolutely forbidden to spray water on the stones and heating elements in the saunas.
- 6.10 It is forbidden to :
- a) go in the swimming pool and/or the whirlpool without a bathing cap;
  - b) use diving equipment in the swimming pool;
  - c) dive or jump into the shallow part of the swimming-pool;
  - d) wear shoes and walk around the swimming pool other than barefoot or with bathing sandals;
  - e) use a pneumatic mattress;
  - f) play or run around the swimming-pool;
  - g) jostle anyone in the swimming-pool area (art. 32.2, LSEP);
  - h) play with the equipment;
  - i) wash hair in the showers adjacent of the swimming pool and shave in the washrooms adjacent to the swimming pool;
  - j) spit, urinate or blow your nose in the water (art. 88 (LQE);
  - k) bring or have food or drink in the swimming pool (art. 90 LQE);
  - l) smoke in the swimming pool, around the swimming pool and in the changing area (art. 91 LQE);
  - m) bring a glass container in or around the swimming pool (art. 32.1 LSEP).
- 6.11 For hygienic reasons and the respect and decency of other residents, cleanliness is a must (obligatory) at all times in the entire swimming-pool area, including the saunas.
- 6.12 Persons who use tanning lotion must take a shower before using the swimming-pool, the whirlpool or the saunas.
- 6.13 The access to the swimming-pool, whirlpool, saunas and showers is forbidden to persons having injuries, wounds or bandages. (art 87 LQE).
- 6.14 Everybody wearing a bathing-suit should wear a dress or cover-all and shoes or sandals to walk in the common areas other than the swimming-pool, especially the corridors and the elevators.
- 6.15 Any co-owner or resident refusing to submit to the above regulations, or causing damages in the swimming-pool, the showers and the saunas will be evicted from the premises. He will be held liable for all damages caused by himself or by his guests in these spaces (including the filters, the heating elements of the saunas and all the other equipment).
- 6.16 For hygienic and health reasons and the respect of other residents, children under 3 years old or children still wearing diapers are not allowed in the swimming pool and the whirlpool. Everybody knows their control abilities are limited.

## **7. SALLE DE LAVAGE**

- 7.1 It is mandatory to clean the lint filters after each use of the washers and dryers.
- 7.2 It is recommended to handle someone else clothes with care, when necessary.

- 7.3 It is compulsory to keep the washers, dryers and sinks very clean after using them.
- 7.4 It is forbidden to:
- a) let the children alone in the laundry room or to let them play with the washers, dryers and sinks,
  - b) use dyes in the washers and sinks.
- 7.5 The laundry room is reserved exclusively for the residents.
- 7.6 You must turn off the lights before leaving.

## **8 PLAYROOM AND RECEPTION ROOM**

- 8.1 Turn off the lights before leaving.
- 8.2 Wearing running shoes is compulsory in the playroom.
- 8.3 Appropriate clothing should be worn in the playroom.
- 8.4 The reception room is exclusively for the use of the co-owners and their guests.
- 8.5 The reservation of the reception room must be made well in advance at the administration office.
- 8.6 Any user of the reception room must sign a contract, pay a renting fee and leave a deposit, the forthcoming to be determined by the administration.
- 8.7 The use of games and equipment is reserved for the residents and accompanied guests.
- 8.8 You must turn off the lights upon leaving.
- 8.9 The user will be held liable for any damage caused by himself or his guests.

## **9 PATIOS, LAWNS AND PATHS**

- 9.1 The patios, lawns and paths are places of relaxation reserved for the residents. In any way should they be used for :
- a) cooking, using barbecues
  - b) bicycle or tricycle riding
  - c) playing ball, softball, baseball or tennis
  - d) roller-skating or rolling board
  - e) any other game which could damage these premises.
- 9.2 The patios, lawns and paths must be kept clean. It is the responsibility of each and everyone not to leave papers, bottles, cigarettes or any other refuse, nor dirty these premises in any way.

- 9.3 No gathering is allowed.
- 9.4 No noise, no music at high volume is permitted.
- 9.5 Any damage will be repaired at the offender's costs.
- 9.6 It is forbidden to:
  - a) root up or damage the trees and flowers
  - b) walk dogs or other animals on the patios, lawns and paths, or to leave their waste about.

## **10. GARAGE AND PARKING AREAS**

- 10.1 Each co-owner is entitled to the exclusive use and enjoyment of an indoor garage space. to be added to his exclusive portion at the discretion of the administrators whom may, if need be, change its location. *Each co-oener is entitled to one garage door opener. If lost or stolen, a co-owner will have to pay \$50 to the administration to get a new one.*
- 10.2 Each co-owner must park his car at his allotted space. For this purpose, the owner must give the administrators the following information: the description of the car including the model, the color and the plate number. No parking is allowed in the garage access runways.
- 10.3 For identification and security all motor vehicles parked in our two levels of garage must bear an identification sticker affixed to the inside left bottom windshield (driver's side). Any vehicle parked in the garage and not identified with a sticker will be towed at the owner's expense. (A guest parking card is not sufficient)
- 10.4 For the security of all concerned, vehicles inside the levels of garage should be driven carefully at a speed not exceeding 5 km/h.
- 10.5 Vehicles circulating in the garage must have their headlights on.
- 10.6 People should not sound their horn except if necessary to indicate their presence.
- 10.7 *Vehicles may be parked in the round-about in front of the main entrance for a maximum period of 10 minutes, with the flashing lights on. No parking is allowed on the access ways leading to the main entrance, the parking lots and in front of the exterior electric room (Hydro-Quebec).*
- 10.8 No parking of vehicles is allowed on lawns and sidewalks.
- 10.9 It is forbidden to park a commercial vehicle, registered for that purpose or not, in any interior or exterior space. Any vehicle of that type will be towed at the owner's expenses.
- 10.10 Any vehicle not identified (visitor's card) in our parking areas will be towed at the owner's expense.
- 10.11 Any vehicle non identified (sticker) and parked in the garage will be towed at the owner's expense.
- 10.12 Doing odd-jobs is not permitted in the garage or in the parking areas.

- 10.13 The owner of a vehicle loosing oil or other products on the garage floor or on parking areas must have his vehicle repaired and will be held liable for damages caused.
- 10.14 For security reason, you should wait until the garage door closes behind you before proceeding to your garage space, especially after 8PM.
- 10.15 For maintenance and/or snow removal, a vehicle owner must respect the No-parking signs otherwise his vehicle will be towed away at his expense.
- 10.16 For security reason and to prevent accidents, children, teenagers or adults are not allowed to roller-skate, ride a bicycle or play in the garage and parking areas.
- 10.17 It is forbidden to:
- a) leave the garage, car and apartment keys in your vehicle for reasons of security;
  - b) use the garage drains to empty any substance;
  - c) allow dripping of oil or any other substance from your vehicle;
  - d) empty ash-trays or drop any other refuse on the floor;
  - e) leave boxes, bags of garbage or other refuse at the garage entrance or inside except at the garbage room door at SS1 level.
- 10.18 Washing of vehicles must be done only at the carwash space on level SS1. The use of this space is exclusively reserved for residents' vehicles.
- 10.19 Bicycles may be stored in the designated room at the SS1 level. In addition to the bicycle storage room and the hallway near the laundry room, there are 3 storage spaces at levels SS1 and SS2. Bicycle owners must use the garage door to enter and exit and are not allowed to use the main entrance, elevators and/or stairwells.
- 10.20 Storage of bicycles at the facilities offered is at owner's risks.
- 10.21 *The parking area at the front of 720 Montpellier, **IN ADDITION TO THE SPACES ALREADY RESERVED FOR HANDICAPPED PERSONS, has five (5) places** clearly identified for the exclusive use of visitors with vehicles identified **ONLY** with valid and verifiable **GUEST CARDS**. All other vehicles, even if identified with a parking sticker, will be towed at the owner's expense. *Parking is allowed for a maximum of 24 hours.**

## 11. CHILDREN

- 11.1 All children residing at Manoir IV Enr. are considered residents at the level as their parents or guardian and must adhere to the same regulations.
- 11.2 Parents will have to answer to the Administration for any wrong doings of their children in contravention of the regulations.
- 11.3 The parents should inform their children of said Regulations and of the obligation to observe them.
- 11.4 The resident children that invite friends must, with the collaboration of their parents, keep an eye

on their visitors and stay with them until they leave. In case of abuse, the administration will have to intervene.

## 12. GARBAGE

- 12.1 Garbage chute access and surroundings must be kept clean.
- 12.2 Household refuse must be placed in plastic bags strong enough and solidely tied before thrown in the chute.
- 12.3 Bulky garbage must be brought down to level SS1, by the garbage room door, and nowhere else.
- 12.4 All recycling items – bottles, cans, plastic containers, paper and cardboard – must be disposed of in the recycling bins at level SS1.
- 12.5 Newspapers should be bundled and disposed of in the recycling bins at level SS1.
- 12.5.1 All residents must clean and separate their recycling items and place them in the recycling bins at level SS1.
- 12.6 It is forbidden to :
  - a) carry garbage bags containing liquids in the hallways, to protect the carpeting and prevent soiling;
  - b) throw loose refuse in the garbage chute;
  - c) throw inflammable objects such as oil, turpentine or varsol, soaked rags, paint containers in the chutes;
  - d) shake carpet, tablecloths or mops and deposit anything on the floor of the entrance of the garbage chutes except empty and clean glass .

## 13 PETS

- 13.1 In accordance with the Declaration of Co-ownership and its amendment registered on May 18th, 1982, animals such as dogs are not permitted in any common or exclusive area. The administrators reserve the right to EXPEL any of these animals. The pets (dogs) already admitted in the building (*i.e. when the 1982 amendment was adopted*) will be tolerated until their death but cannot be replaced. Furthermore, any domestic animals (*eg.: chat, oiseau*) actually tolerated or admitted will be expelled if the Regulations are not observed. ~~(A copy of the registration certificate and a picture of the dog must be given to the administration. Is no longer applicable)~~
- 13.2 The domestic animals must not cause problems to the neighbors and should not be a danger to any co-owner of the building.
- 13.3 The domestic animals must be accompanied by their owners and kept on a leash. These animals must use the garage door to go in and out of the building. The visitor's dogs have no right of access in the building.
- 13.4 Animals must never leave their excrements anywhere in or about the building including balconies,

halls, stairwells, elevators, corridors, lawns, patios, and all common and parking areas.

- 13.5 Upon infringement of Art. 13.4, the owner has to immediately clean the place and/or repair the damage if any.
- 13.6 Animals are not allowed in the playroom, laundry room, reception room, locker rooms and the swimming-pool area.
- 13.7 Should there be a justified complaint from a resident, the owner will have to get rid of his pet.

#### 14. POSTING

- 14.1 Posting by the residents is only permitted on the billboard in the mail room.

#### 15. MOVING AND DELIVERIES

- 15.1 1 Each resident is responsible for the damages caused to the building when moving.
- 15.2 No moving is allowed, for any reason, on Sundays and holidays : **New Year Day (January 1<sup>st</sup>); Good Friday; National Patriots Day (mai); Saint-Jean Baptiste Day (June 24<sup>th</sup>); Canada Day (July 1<sup>st</sup>); Labor Day (September); Thanksgiving Day (October), Christmas Day (December 25<sup>th</sup>); etc.** On days when they are allowed, moving must take place between 8AM and 8PM.

However, for June 30<sup>th</sup> (if falling on a Sunday) and July 1<sup>st</sup> only, dates on which leases generally end and begin, the administration may show understanding inasmuch as each situation is submitted to them.

- 15.3 After moving, the resident must make sure that all paking material, crates, boxes, etc. are brought to the place indicated by the administrators.
- 15.4 All moving and deliveries (except for small packages and grocery deliveries) shall be made from garage level SS1 and never through the main entrance. It is the residentès responsibility to advise their movers and delivery personnel of this requirement.
- 15.5 Any person leaving or arriving must make a deposit of **\$200 (two hundred dollars) in cash or cheque**, which will be returned if there are no damages or delays. This amount is payable at time of reservation.

Any prolongation over the allotted hours is valued at **\$50 (fifty dollars)** per hour or part thereof. If needed, this amount will be retained from the \$200 deposit.

#### 16. BALCONIES

- 16.1 No flower boxes can be installed at the exterior of the balconies.
- 16.2 Clothes' line are forbidden on the balconies.

- 16.3 It is forbidden to shake carpets, mops, tablecloths or any other object on/or from balconies.
- 16.4 It is forbidden to cook or to use a barbecue on any balcony or patios or lawns of a common space.
- 16.5 5 Any common portion defined as so in the Declaration of Co-ownership i.e. the exterior of the doors of the apartments and the windows, the balconies and all their surroundings and in general all that contributes to the general harmony of the building **CANNOT BE PAINTED, DECORATED OR MODIFIED.**

However, co-owners are allowed to paint their balconies as long as they use the special paint that can be purchased from *the administration*. This paint is specially prepared for Manoir UV. It adheres perfectly to the cement and has its color. This ensure uniformity in the look of our building.

- 16.6 When cleaning their balconies, the residents should make sure not to cause any damage or inconvenience to their neighbors.
- 16.7 *Co-owners and residents must not attract pigeons, seagulls and other birds on their balconies. These birds cause damages to our building and balconies. DO NOT LEAVE FOOD ON THE BALCONIES WHICH COULD ATTRACT THEM..*

## 17. INSURANCE

- 17.1 Every co-owner and lessee must conform to the article of 13.4 of the Declaration of Co-ownership, titled «Co-owner's Insurance» and subscribe to all relevant insurance coverages.

## 18. APPLICATION OF THE REGULATIONS

- 18.1 All co-owners and residents of Manoir IV must abide by these Regulations. Any infraction is subject to a \$50 (fifty dollars) fine, without prior notice. Repeat infractions to the same regulation are subject to cumulative penalties.
- 18.2 It is in the interest of all to obtain a copy of the Declaration of Co-ownership and the *Regulations of Co-ownership* and to read them.

## 19. MAJOR WORKS OR MAJOR RENOVATIONS

- 19.1 Major works (major works and/or major renovations), except if resulting from major events (fire or extraordinary damages) are not allowed nor authorized on Sundays and holidays : **New Year Day (January 1<sup>st</sup>); Good Friday; National Patriots Day (mai); Saint-Jean Baptiste Day (June 24<sup>th</sup>); Canada Day (July 1<sup>st</sup>); Labor Day (September); Thanksgiving Day (October), Christmas Day (December 25<sup>th</sup>); etc.** On days when they are allowed, work must be carried out between 8AM and 7PM.
- 19.2 For any major work (painting, installations, repairs, renovations, etc.) inside an apartment, the co-owner must advise the administration in writing, specifying the work intended and the planned date, by completing the applicable form to that effect.
- 19.3 A **\$200 (two hundred dollars – cash or cheque)** deposit will be required. This deposit will be remitted if there are no damages. This amount can be cashed to cover cleaning and

garbage disposal if necessary.

## **20. EMERGENCY REPAIRS**

*In the case of an emergency, the Board of Directors may proceed with all the necessary work to ensure the integrity of the building, without consultation with the co-owners Assembly, to the extent that the cost of the works do not exceed **TEN THOUSAND DOLLARS (\$10,000)** ; and with the approbation of the co-owners Assembly, any work costing more than that amount.*

## **21. WALL-TO-WALL CARPETING – HARDWOOD**

21.1 The co-owners will have to install or have installed carpeting on their apartment floor, as well as undercarpeting, to the exclusion of the kitchen and bathroom(s) floors.

21.2 Co-owners who want to have a hardwood floor (parquetry) in their unit will have to :

21.2.1 Chose an installation method that includes INSULATION between the cement floor and the hardwood floor to reduce noise transmission to the minimum. The insulation material must respect the impact noise insulation indices specified in the document « *Renovation or replacement of floor coverings in condo units* » available at the administration office;

21.2.2 Have the insulation material and the installation project approved by the Board of Directors of the Co-owners Syndicate of Manoir IV before the start of the work,, demonstrating that the noise reduction specifications of the materials used meet the norms indicated above. If there is uncertainty, the Board of Directors may ask for the assistance of experts to determine their validity, at the co-owner's expense;

21.2.3 The Board of Directors of the Co-owners Syndicate of Manoir IV will have the right to monitor the works and reserves the right to have the hardwood floor removed, at the co-owner's expense, if the work was completed without the written approval of the Board or is not in compliance with the norms and recommendations of this regulation.

## **22. REGISTRATION WITH THE ADMINISTRATION**

22.1 All residents (co-owners or lessees) must complete the Manoir IV inscription form and remit it to the Board of Directors, to be included in the resident's file. This form must be updated whenever it is necessary (addition or departure of persons, change of car, change in garage space location, rental of additional garage space, etc.)

22.2 Each lessee or lessor must provide to the Board of Director of the Co-owners Syndicate of Manoir IV a copy of the lease of a unit when first leased and at each renewa. This document must be part of the occupant's file in the same way as the inscription form required for all residents (lessees or co-owners).

## **23. CHRISTMAS TREES**

23.1 For safety reasons, it is forbidden to use natural Christmas trees and branches as Christmas decorations.

## **24. SLIDING**

- 24.1 The Board of Directions declines any responsibility for accidents that could result from the use, as a sliding place, of the snow covered slopes on our property. All who perform this activity do it at their own risk and peril.
- 24.2 Skis, sleds, toboggans and sliding carpets are forbidden in the main entrance in the same way as bicycles, rollerboards and roller skates.

## **25. BORROWING AUTHORISATION** *(No longer valid)*

- 25.1 The Board of Directors is authorized, for a 5 year period, starting with the date of approval by the general assembly of the co-owners (2001) to negotiate the borrowings or credit margins up to \$200,000 as required with a Bank or Caisse Populaire to pay for any emergency, required or major repair with the obligation to report to an annual general assembly that follows the negotiation of the borrowing.

## **26 CONSULTING THE REGISTERS**

- 26.1 A co-owner may consult the Registers of the condominium for free between 7PM and 9PM on administration office open times, currently each Wednesday, at the administration office.
- 26.2 At any other time, other than Wednesday night, the Registers may be consulted under the following conditions :
- a) A written request from the co-owner is required;
  - b) The Board of Directors will set a time and date at its convenience, not to exceed 5 days from the request;
  - c) Fees of \$25 per hour of consultation, part of an hour counting as an hour, are payable by the co-owner requesting the consultation. This amount will be treated as a normal charge by the Syndicate of co-ownership.
- 26.3 Photocopies of documents will be available under the following conditions :
- a) A written list of requested documents should be forwarded to the Board of Directors;
  - b) A 5-day period is required to deliver the photocopies;
  - c) A charge of \$0.50 per page will apply for regular documents (letter or legal) or
  - d) The cost of producing a document other than regular size documents will be set based on cost incurred to produce plans, etc.).

## **27. RECOVERY OF JUDICIAL AND EXTRAJUDICIAL COSTS**

- 27.1 The co-owner of a condo unit who is in default with respect to the destination of the building or to one of the conventions or one of the regulations in the Declaration of co-owner will be liable to the Syndicate of co-ownership for all judicial or extrajudicial costs caused up to a maximum amount equivalent to 15% of the value for municipal taxes purposes of his condo unit. These amounts will be deemed to be charges of the co-ownership.

- 27.2 In addition, the co-owner will have to reimburse to the Syndicate all judicial and extrajudicial costs reasonably incurred to obtain an injunction or for any other procedure up to an amount of five thousand dollars (\$5,000). This amount will be adjusted for the consumer price index for the Montreal region on the first day of January of each year (*as at January 1st, 2018, about \$11,000*).
- 27.3 The co-owner who will force the Syndicate to take measures to recover its costs will be liable for all costs incurred up to \$3,000 in the case of a legal mortgage, notwithstanding the provisions in the second paragraph of article 2762 of the Civil Code, or for the highest of an amount equivalent to 15% of the claim or \$3,000. These amounts are without the benefit of discussion or division. These amounts will be indexed on January 1<sup>st</sup> each using the Statistics Canada inflation rate for the Montreal region. (*As at January 1<sup>st</sup> 2018, about \$6,500*)

## **28. PROCEDURAL GUIDE**

- 28.1 For the purpose of holding all general *or special* deliberative assemblies, the «Guide de procédures des assemblées délibérantes (*3rd edition revised and amended*) publié par le Secrétariat Général de l'Université de Montréal» to the extent that the great majority of its articles are suitable for our type of deliberations.

## **29 TRAINING ROOM**

- 29.1 Persons under eighteen (18) years of age cannot enter the training room.

## **30 RENTAL OF UNITS**

- 30.1 The rental of unit is authorized conformity with the Declaration of co-ownership, and this, for a rental period of at least one (1) year. It is forbidden to rent rooms, parts of units or units for period of less than one year (eg.: days, weekends, weeks, months).
- 30.2 Any insurance surcharge that the Syndicate may have to pay as a result of the rental of units activities, such surcharge having been confirmed in writing by the insurer of the Syndicate, will be divided between all the co-owners who rent a unit (co-owner – lessor), in proportion to the relative value of their unit(s).
- 30.3 The co-owner – lessor must notify the Syndicate in writing at least 10 days prior to the start of the rental period. He must as well provide the Syndicate with a copy of the rental agreement, as well as the full coordinates of the tenant and the residents of the rented unit, as well as the form provided by the Syndicate to this effect.
- 30.4 The co-owner – lessor transfers to the benefit of the tenant the keys to the rented unit, the electronic key (puce), the garage door opener and all the services provided by the building, unless he also owns another unit that he continues to occupy as a resident. These services are for the exclusive use of the residents. The co-owner – lessor or his family members cannot use these services by reason only of his ownership of a Manoir IV unit.
- 30.5 A co-owner – lessor also rents to his tenant the parking space linked to the rented unit, and he cannot reserve its usage for himself despite the rental of the unit; in the event the tenant does not

have a car or does not wish to use the parking space, the co-owner – lessor may, at his option, use this parking space to store a vehicle or rent the parking space to another co-owner.

- 30.6 The co-owner – lessor must remit to the tenant and to any resident in the unit a copy of the Building rules. The co-owner – lessor, when notifying the Syndicate as provided under article 18.9.3, must provide proof that he has discharged this obligation.
- 30.7 In accordance with the law, the Syndicate may, after informing the co-owner – lessor and the tenant, ask for the termination of the lease of a unit when the failure to execute an obligation by the tenant causes serious prejudice to the building, to a co-owner or to any other building resident.
- 30.8 The co-owner – lessor remains responsible of the event or of the fault of his tenant or sub-tenant jointly with the latter. He is liable to the Syndicate for his contribution to the common charges, regardless of what he may agree with his tenant.
- 30.9 The co-owner – lessor must remit to the Syndicate a copy of the keys to the rented unit. In the event of works required to maintain the building as determined by the Syndicate or of urgent works executed within a rented unit, the Syndicate must provide the tenant with the notices provided by law.
- 30.10 The Syndicate shall have the right, after sending a written notice to the co-owner of the rented unit that was responsible for damages to the building, to claim from the co-owner the costs incurred as a result of the damages as provided in Building Rule 18.9 relative to Administrative Fees.

## **31 ADMINISTRATIVE FEES**

- 31.1 If in the Declaration of Co-ownership and in the Building Rules, there is a reference to administrative fees, and if no specific rule or amendment has been adopted by the Board of Directors, the following administrative fees apply :
  - 31.1.1 Fees to provide in writing the information relative to the status of the common charges to any person connected to a co-owner by a promise to purchase a unit or to the instrumenting notary : \$100 per event, invoiced to the co-owner selling the unit, unless a written agreement to the contrary is remitted to the Board of Directors;
  - 31.1.2 Fees to provide to any person connected to a co-owner by a promise to purchase a unit or to the instrumenting notary, subject to having received the written consent of the concerned co-owner, any information about the Syndicate : \$100 per event, invoiced to the co-owner selling the unit, unless a written agreement to the contrary is remitted to the Board of Directors;
  - 31.1.3 Fees for opening a file for any new unit location that has been notified to the Syndicate : \$100;
  - 31.1.4 Management fees for handling an event for which a co-owner, a tenant or a resident is responsible : \$50 per hour;
  - 31.1.5 Fees for the intervention of a janitor during an event for which a co-owner, a tenant or a resident is responsible : \$50 per hour;

- 31.1.6 Cleaning, repair or any other costs incurred during an event for which a co-owner, a tenant or a resident is responsible : \$50 per hour for the janitor and/or based on the charges invoices by a service supplier;
- 31.1.7 Guarantee deposit for damages during moving in, moving out or deliveries : \$200 per event;
- 31.1.8 Fees for the issue of a new electronic key (puce) if lost, stolen, etc. : \$25 per key;
- 31.1.9 Fees for the replacement of a garage door remote opener : \$50 per door opener;
- 31.2 These fees, penalties and expenses are payable to the Syndicate, upon request, by the co-owner, tenant or resident concerned. The amounts due bear interest to the profit of the Syndicate at a rate of 5%.

## **32 CONSUMPTION AND CULTIVATION OF CANNABIS IN THE COMMON PORTIONS OF THE CO-OWNERSHIP.**

- 32.1 It is forbidden to smoke cannabis in any area of the common portions (inside and outside) of the Building. This regulation applies to any part of the cannabis plant (dried flowers, leaves, etc.) and also to any cannabis-derived products (hashish, cannabis oil, etc.) which, when smoked, emit smoke and/or odors. For the purposes of the application of any penalty clause, the use of cannabis once or several times a day constitutes one and the same offense, so that only one penalty may be imposed for each day during which are committed or are observed one or more contraventions of this regulation
- 32.2 It is forbidden to cultivate one or more cannabis plants in any area of the common portions (inside and outside) of the Building.
- 32.3 For the purpose of implementing the regulations prohibiting the consumption and cultivation of cannabis in the co-ownership, the present penalty clause, specific to the contraventions of these regulations, is hereby established:
  - a) A co-owner, tenant or occupant of the Building who contravenes to the regulations relate dot cannabis is liable to penalties in the amounts set out below. These penalties are payable to the Syndicate upon request. Amounts owed by such co-owners, tenant or occupant bear interest for the benefit of the Syndicate, as of the date when they become due, at the rate of two percent (2%) per month, that is twenty-six and eighty-two-hundredths percent (26.82%) per annum, or at any other rate of interest that may be determined by the meeting of co-owners from time to time.
  - b) For each contravention related to the consumption of cannabis, the first offense notice during the reference period is subject to a penalty of one hundred dollars (\$100.00); the second offense notice during the reference period is subject to a penalty of one hundred and twenty-five dollars (\$125.00); any additional offense notice during the reference period is subject to a penalty gradually increased by fifty dollars (\$50.00) for each new notice (i.e. third notice: \$175.00, fourth notice: \$225.00, etc.).
  - c) For each contravention related to the cultivation of cannabis, the initial offense notice during the reference period is subject to a penalty of five hundred dollars (\$500.00); subsequent to the initial notice, each additional day of offense is subject to a penalty of fifty dollars (\$50.00) per day, until the Board of Directors is able to ascertain that the co-owner, tenant or occupant concerned has ceased to cultivate cannabis.

- d) The reference period is the Syndicate's fiscal year. Before issuing a formal offence notice, the Board of Directors may, at its sole discretion, inform the co-owner concerned in writing of the alleged offense to that he may remedy the offence without incurring a penalty.
- e) Penalties accumulated by a co-owner during a given month are due on the first day of the following month.
- f) Penalties are payable by the co-owner, whether the offense is committed by himself, by a member of his family, by his tenant or by an occupant of his private unit.
- g) The present penalties are stipulated in respect with general damage suffered by the collectivity of co-owners due to one of the co-owners failure to comply with the regulation prohibiting the consumption of cannabis (or any cannabis-derived product) or the cultivation of cannabis, from a public health perspective and to improve air quality in the common and private portions of the building. Any other damage to property of individuals caused by the failure of said co-owner to comply with said regulations will be subject to common civil liability law.
- h) Besides imposing penalties, the Syndicate retains all its rights and recourses against the defaulting co-owner, tenant or occupant to ensure compliance with the above-mentioned regulations, including the right to obtain an injunction and claim other damages.
- i) The amounts of such penalties do not constitute common charges.

### **33 CONSUMPTION AND CULTIVATION OF CANNABIS IN COMMON PORTIONS FOR RESTRICTED USE**

- 33.1 It is forbidden to smoke cannabis in any area of the common portions for restricted use (inside and outside) of which the co-owners have the exclusive enjoyment. This regulation applies to any part of the cannabis plant (dried flowers, leaves, etc.) and also to any cannabis-derived products (hashish, cannabis oil, etc.) which, when smoked, emit smoke and/or odors. For the purposes of the application of any penalty clause (see 32.3), the use of cannabis once or several times a day constitutes one and the same offense, so that only one penalty may be imposed for each day during which are committed or are observed one or more contraventions of this regulation.
- 33.2 It is forbidden to cultivate one or more cannabis plants in any area of the common portions for restricted use (inside and outside) of which the co-owners have the exclusive enjoyment.

### **34 CONSUMPTION AND CULTIVATION OF CANNABIS IN PRIVATE PORTIONS**

- 34.1 It is forbidden to smoke cannabis in the private portions of the Building. This regulation applies to any part of the cannabis plant (dried flowers, leaves, etc.) and also to any cannabis-derived products (hashish, cannabis oil, etc.) which, when smoked, emit smoke and/or odors. For the purposes of the application of any penalty clause (see 32.3), the use of cannabis once or several times a day constitutes one and the same offense, so that only one penalty may be imposed for each day during which are committed or are observed one or more contraventions of this regulation

This prohibition does not apply to co-owners, tenants or occupants who consume, in their private portion, cannabis for medical or therapeutic purposes, provided that such co-owner, tenant or occupant transmits in writing to the Board of Directors a request for an exemption from the foregoing prohibition.

In this request for exemption, the co-owner, tenant or occupant must explain the reason(s) for which he consumes cannabis for medical or therapeutic purposes, and provide any necessary documents to support his request (prescription of the attending physician, medical report, etc.). Provided that it is adequately justified and supported by all the necessary documents, the Board of Directors may not refuse to grant such a request for an exemption, unless it results in undue hardship for the Syndicate or other co-owners,

tenants or occupants of the Building. Both the request for an exemption and the documents sent in support thereof are confidential, and the Board of Directors is bound to keep them under seal.

In the event that an undue hardship results from the fact that a co-owner, tenant or occupant benefits from an exemption from the cannabis use prohibition in his/her private portion, the Board of Directors may, by means of a written notice sent to the co-owner, tenant or occupant concerned, either establish limitations to the exercise of the exemption originally granted, or even revoke it.

34.2 It is forbidden to cultivate one or more cannabis plants in the private portions of the Building.

# APPENDIX

## Acts to be taken into account :

- 1) *Amendment to the Declaration on May 6<sup>th</sup>, 1983, under number 3354583;*
- 2) *Amendment to the Declaration on June 3<sup>rd</sup>, 1993, under number 4613765;*
- 3) *Amendment to the Declaration on December 23<sup>rd</sup>, 1993, under number 4670400;*
- 4) *October 25<sup>th</sup>, 1995 amendment;*
- 5) *October 23<sup>rd</sup>, 1996 amendment;*
- 6) *September 24<sup>th</sup>, 1997 amendment;*
- 7) *September 23<sup>rd</sup>, 1998 amendment;*
- 8) *September 29<sup>th</sup>, 1999 amendment;*
- 9) *October 4<sup>th</sup>, 2000 amendment;*
- 10) *October 3<sup>rd</sup>, 2001 amendment;*
- 11) *October 13<sup>th</sup>, 2002 amendment;*
- 12) *October 8<sup>th</sup>, 2003 amendment;*
- 13) *October 6<sup>th</sup>, 2004 amendment;*

Other decisions of the Co-owners assembly recorded in the minutes up to 2018.