

**THE SHOPS AT THE ELECTRA  
RULES - RETAIL SECTION****1. The Owner Will:**

- a. keep the inside and outside of all glass doors and windows of the strata lot clean.
- b. keep all exterior storefront surfaces of the strata lot clean.
- c. replace promptly, at its expense, any cracked or broken window glass or interior glass of the strata lot.
- d. maintain the strata lot, at its expense in a clean, orderly and sanitary condition and free of insects, rodents, vermin or other pests at all time.
- e. keep all garbage, trash, rubbish and refuse in vermin proof containers within the interior of the strata lot until removed as herein provided.
- f. have garbage, trash, rubbish and refuse, at its expense, removed on a regular basis as prescribed by the strata corporation and participate in the recycling of cardboard and paper by delivering it to a compactor or container as directed by the strata corporation.
- g. keep all machinery and equipment free of vibration and noise, which may be transmitted to adjacent or contiguous strata, lots or common property or limited common property.
- h. keep the customer access door(s) to the retail strata lot unlocked for customer access and egress during normal business hours on the days specified by the strata corporation.
- i. will not conduct business when prohibited by a government law or bylaw, which regulates hours of business.
- j. carry comprehensive insurance covering:
  - i) the contents of the strata lot including stock, fixtures, equipment and furnishings against fire or other loss
  - ii) 3rd party liability of not less than two million dollars and
  - iii) loss of income
- k. use, in common with other strata lot owners, facilities and common property (including washrooms), and elevators, designated by the strata corporation, and make available such facilities and common property as necessary for the use of clients and employees, and ensure that no abuse or damage occurs to such facilities and common property.
- l. obtain necessary access pass Fobs for entering the building through exterior entrance doors, from the management office of The Electra.
- m. complete the Commercial Lot Undertaking form prior to commencement of tenant improvements of a strata lot. The Commercial Lot Undertaking Form is available from the Management Company.

2. All new Owners are eligible for one (1) move in at no charge. Additional moves in will be charged a non-refundable fee of \$100.00 upon move in. The fee is to be paid to the commercial management office of The Electra when booking the move in date.

**3. The Owner Will Not:**

- a. damage the strata lot or permit any nuisance or any other act that will disturb the quiet enjoyment of the owners or occupants of adjacent or contiguous strata lots and their customers, clients or visitors.
- b. perform any act or carry on any practice that may damage adjacent or contiguous strata lots, limited common property, common property or other assets of the Strata Corporation.
- c. store or use environmentally hazardous materials or products on the strata lot.
- d. place or maintain any merchandise, displays or other articles in any vestibule or entry to the strata lot, on the foot walks adjacent thereto or on the exterior of the strata lot, and on any limited common property, common property, facilities and other assets of the strata corporation unless such display is in compliance with the strata's signage policy
- e. permit accumulation of garbage, trash, rubbish or other refuse within or outside the strata lot.
- f. distribute handbills or other advertising matter to persons on the limited common property or on common property, or distribute handbills or other advertising matter to, in or upon any automobile parked in the parking area.
- g. receive, ship, load or unload articles or any kind, including merchandise supplies materials, debris, garbage, trash, refuse and other chattels, except through service access facilities or loading docks designated from time to time by the strata corporation, nor permit any delivery vehicle more than 30 minutes parking time.
- h. use the plumbing facilities for any other purpose than those for which they are constructed, nor dispose of any foreign substance or matter therein.
- i. use any part of the strata lot for lodging, sleeping or any illegal purposes.
- j. cause or permit any machines selling merchandise, rendering services or providing entertainment, however operated, to be present on the strata lot unless consented to in advance in writing by the strata corporation.
- k. solicit business and display merchandise except within the strata lot to which it is entitled.
- l. erect or install any sign or advertising unit in any location within the owner's lot or on the common property of The Electra unless the sign or advertising unit complies with the Strata Corporation's signage policy. If, after two weeks from the date of receiving a written notice from the Management company regarding changing or removing of interior or exterior signs, the change has not occurred, a \$25.00 fine will be levied to the strata lot increasing by \$25.00 per month to a maximum of \$100.00 per month.
- m. permit anything to be done in or on the limited common property, common property or other assets of the strata corporation that may hinder or interrupt the pedestrian traffic flow to, in and from the retail strata lots or to, in or from strata lots within the office or residential sections of the strata complex.
- n. store flammable liquids or other flammable material on the strata lot except in approved fireproof containers.
- o. permit smoking anywhere in or on common property, limited common property or other assets of the Strata Corporation.
- p. without constant supervision, leave open or unlocked any door, gate or fire exit with access to or from common property, limited common property or other assets of the strata corporation.
- q. permit bicycles to be taken through common property hallways or areas other than those specifically designated by the Strata Corporation. Each infraction of this regulation will be subject to a penalty of \$25.00.
- r. physically or verbally abuse any other individual on the property.
- s. make any improvements or alterations to the strata lot (the Strata Lot Improvements) without strictly adhering to the following Section 3.

**4. Prior to any strata lot improvements being made, the owner must:**

- a. provide the strata council with detailed architectural plans, sketches or blueprints prepared by a qualified architect or engineer and any other architectural plans, documents or permits (that the strata council deems necessary or appropriate to review in its sole direction) for the strata lot improvements, illustrating these improvements in sufficient detail, and copies of which shall be retained by the vendor and turned over to the strata corporation for its records after registration.
- b. pay all fees or expenses charged by the architect or consultant retained by the strata council in reviewing the plans, sketches or blueprints referred to in Section 3. a. above.
- c. obtain all necessary permits as required by any governmental authorities having jurisdiction.
- d. obtain the consent of the strata council thereto which consent will not be unreasonably withheld.
- e. ensure that the contractor installing the strata lot improvements maintains comprehensive general liability insurance in the respect of the installation of the strata lot improvements, covering the owner and the strata corporation, in the amount of at least \$2,000,000 per occurrence, covering personal injury and death, property damage and damage to the strata lot and to the common property, and furnish the strata corporation with the certificate of such insurance.
- f. utilize the base building electrical, mechanical, building automation and sprinkler subcontractors as the subcontractors for the strata lot improvements involving these trades.

5. The owner shall in no event make any structural alterations or any alterations, which shall alter the common property or other assets of the Strata Corporation.

6. The owner shall promptly pay all outstanding accounts of any tradesmen or suppliers of materials or any others who may be able to place a builder's lien on his strata lot and or any part of the common property and if any such lien is registered on title the owner shall immediately take all such steps as are required to remove such lien, and shall indemnify the strata corporation against any loss or damages suffered as a result of the lien.

7. The owner shall be responsible for all damages to his strata lot and to the common property and other assets of the Strata Corporation caused by the owner or his agents, servants, workmen, invitees and licensees. The owner shall reimburse the strata corporation for the cost of repair in respect of any such damage, and shall indemnify and save harmless the strata corporation from all costs and liability in connection therewith and / or suffered or incurred by the strata corporation in having to restore the strata lot, the common property or other assets of the strata corporation to the condition existing before the owner took possession of the strata lot.

8. The owner shall follow any other rules and regulations adopted by the strata council in connection with the installation of the strata lot improvements.

**End of Document**