

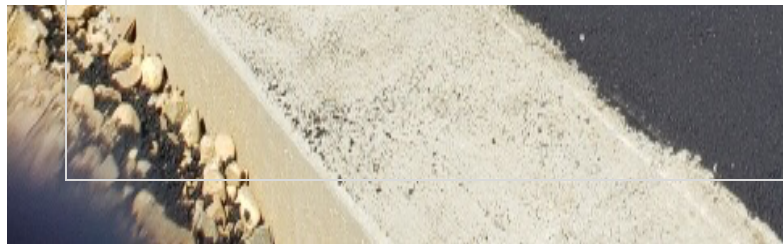
# HANGINGSTONE P O I N T

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## Condominium Regulations & Policies

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## Definitions

Throughout this document, the following definitions apply:

- 1) "**Board**" means the Board of Managers of the Corporation.
- 2) "**By-laws**" means the by-laws of the Corporation, as amended from time to time.
- 3) "**Common expenses**" mean the expense of performance of the objects and duties of the Corporation and any expenses specified as common expenses in these by-laws.
- 4) "**Common property**" means so much of the parcel as is not comprised in or does not form part of any unit shown on the condominium plan.
- 5) "**Condominium plan**" means the plan registered by the Developer under the Act as No. 812 0257.
- 6) "**Corporation**" means the Corporation constituted under the Act by the registration of the condominium plan.
- 7) "**Manager**" means the professional appointed by the Board to administer the affairs of the Corporation.
- 8) "**Owner**" means a person who is registered as the owner of a fee simple estate in a unit.
- 9) "**Tenant**" means a person who has signed a tenancy agreement with Hangingstone Point.
- 10) "**Resident**" means a person whose principal address is a unit located within the development known as Hangingstone Point, Condominium Plan 812 0257.

**Note:** *Tenants are considered "owners" for the duration of their lease agreement while residing at Hangingstone Point. Regulations that refer to "owners" are interpreted to apply to "tenants" as well.*

## Administrative Regulations

<b>POLICY:</b>	<b>Condominium Regulations &amp; Registered Bylaw Infraction Enforcement</b>			
<b>DATE:</b>	O:2012/04/14	R: 2022/04/28	R: 2023/11/09	R:
<b>SECTION:</b>	• VIOLATION OF BY-LAWS		<b>BYLAW:</b>	43. (A, C)
<b>SUBJECT:</b>	Condominium Regulations & Bylaw Enforcement:			

**By-Law Reference:**

**43. VIOLATION Of BY-LAWS**

- (a) *Any infraction or violation of or default under these by-laws or any rules and regulations established pursuant to these by-laws on the part of an owner, his servants, agents, licensees, invitees or tenants may be corrected, remedied or cured by the Corporation and any costs or expenses incurred or expended by the Corporation in correcting, remedying or curing such infraction violation or default 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;*  
 © In addition, the Corporation may exercise the powers provided for in Section 29 of the Act.

**Condominium Regulation & Bylaw Enforcement:**

**Process for Bylaw Enforcement:**

- 1) **1<sup>st</sup> notice will be a fine – emailed to the owner or registered tenant and will contain the following information as per Alberta Condominium Regulations:**
  - a) **the unit number associated with the failure to comply with a bylaw.**
  - b) **the name of the person subject to the proposed sanction, if known.**
  - c) **the provision of the bylaw that has not been complied with.**
  - d) **if the sanction is provided for in a bylaw in respect of non-compliance with a rule, the rule that has not been complied with.**
  - e) **the date and time of the non-compliance, if applicable.**
  - f) **other relevant particulars of the failure to comply.**
  - g) **if applicable, the maximum monetary sanction for non-compliance with the bylaw.**
  - h) **a description of corrective or other action, if any, that must be taken in respect of the non-compliance.**
  - i) **the deadline, which must be at least 3 days, excluding holidays, after service of the notification, for taking the required actions or providing a written response to the notification, if any.**
- 2) **A person who is served with a notice of proposed sanction will be provided at least 3 days, excluding holidays, (after it the notice is deemed received) to provide a written response to the notice or to comply with the actions required under the notice.**
- 3) **When the deadline for a written response or corrective actions has expired and the Corporation is not satisfied with the response or actions, if any, the Corporation may, impose a sanction.**
  - a) **on the person named in the notice of proposed sanction, or**
  - b) **if no person is named in the notice of proposed sanction on the owner, if the owner has not provided a notice to the Corporation under section 53(5) of the Act setting out the name of the tenant in possession of the unit, or has provided a notice to the Corporation under section 53(6) of the Act that a tenant is no longer in possession of the unit, or**
  - c) **on the tenant, if the owner has provided a notice to the Corporation under section 53(5) of the Act and has not provided a notice to the Corporation under section 53(6) of the Act that a tenant is no longer in possession of the unit.**
  - d) **The notice of sanction will contain the following information.**

- i) In respect of a monetary sanction, the amount of the sanction and the instructions and the deadline for payment of the sanction.
  - ii) In respect of a sanction other than a monetary sanction, a description of the sanction and the date and time at which it comes into effect.
  - iii) Reasons for issuing the sanction.
  - iv) The date of the Board resolution approving the sanction.
- 4) A Corporation imposing a sanction on a tenant shall ensure that the owner of the unit to which the sanction relates is provided with copies of the notice of proposed sanction served by the Corporation under subsection (1), and the notice of sanction served by the Corporation under subsection (6).
  - 5) Service is deemed to have been effected 24 hours after the document is sent by electronic means.
  - 6) Sanctions administered under this policy will be.
    - a) For the first instance, \$100 + 20% administration fee, giving another 7 days to correct the infraction.
    - b) For the second instance, \$150 + 20% administration fee, giving another 7 days to correct the infraction.
    - c) For the 3<sup>rd</sup> and subsequent instances, \$200 + 20% administration fee.
    - d) The maximum amount for continuing noncompliance is \$500 for the first week and \$1000 for each week or each subsequent week of continuing noncompliance.
    - e) In the event of re-occurrence of the same infraction at the same unit within 12 months then a warning notice will not be giving, and sanctions will apply.

**CONSEQUENCES:**

The Corporation does not accept any responsibility or liability for noncompliance of any of the above.

The above items were approved by the Board of Directors at their meeting held on April 14, 2012, and revised on April 28, 2022, and November 9, 2023.

The Corporation is using JotForm to submit Bylaw infractions that meet the legislation and allow for digital records.

<b>REGULATION:</b>	Corporate Electronic Payments			
<b>DATE:</b>	O:2019/11/14	R: 2019/11/28	R: 2022/06	R:
<b>SECTION:</b>	<ul style="list-style-type: none"> <li>PAYMENTS BY THE CORPORATION</li> </ul>		BYLAW:	58.(a, b, c) 62.(II) (q), (r)
<b>SUBJECT:</b>	Electronic Payments			

**Rationale:**

*The condominium Corporation has been using a two-signature process which requires physical signature on the cheque to ensure payment. With the wildfire, not all Board members are in the city in which cheques need to be signed leaving only a few to sign cheques and review the invoices.*

*This has led to delay of payment for the Corporations suppliers of goods and services, which does not foster a positive working relationship.*

**Electronic Payments Regulation:**

- **The bookkeeper or designate will compile all invoices and provide them in a group monthly for review and approval.**
- **The invoice group should contain all supporting documents for the invoice.**
- **The invoice group is sent to Board members with fiscal responsibility for their review.**
- **Any invoices exceeding \$10,000 must also be brought to the attention of Calmac.**
- **The Board will have 3 business days to review starting the day the package is received.**
- **No motion is required, to approve the invoice group two of the directors must either sign the signature sheet or provide electronic approval via email.**
- **The last signature will email the completed signature page to the bookkeeper of designate for processing payments.**
- **The bookkeeper or designate will process the payment and provide the proof of payment and bank statement back to the Board of directors.**

**CONSEQUENCES:**

The Corporation does not accept any responsibility or liability for noncompliance of any of the above.

The above items were revised by the Board of Directors at the meeting held on June 9, 2022.

<b>REGULATION:</b>	Resident/Tenant Electronic Payments			
<b>DATE:</b>	O:2022/06	R:	R:	R:
<b>SECTION:</b>	<ul style="list-style-type: none"> <li>PAYMENTS BY THE CORPORATION</li> </ul>	BYLAW:	58.(a, b, c) 62.-(II) (q), (r)	
<b>SUBJECT:</b>	Electronic Payments			

**By-Law Reference:**

3. An owner shall  
 (l) pay to the Corporation when due all common expenses levied or assessed against his unit together with interest on any arrears thereof at the Interest Rate calculated from the due date and the Corporation is hereby permitted to charge with interest in accordance with Section 32 of the Act.

**Electronic Payments Regulation:**

- **Original by-laws do not refer to acceptable payment methods.**
- **Payment via direct debit/e-transfer is the preferred method for making payments to the Corporation.**
- **All residents must fill out an authorization for direct debit of condominium fees and rent payments as required.**
- **The HSP Accountant will promptly process all payments on the first of the month or the first regular business day of the new month.**
- **Statements can be obtained by emailing a request to the accounting firm.**

**CONSEQUENCES:**

The Corporation does not accept any responsibility or liability for noncompliance of any of the above.

The above items were approved by the Board of Directors at the meeting held on June 9, 2022.

<b>REGULATION:</b>	Expense Allocation			
<b>DATE:</b>	O: 2022/02	R:	R:	R:
<b>SECTION:</b>	• COMMON EXPENSES AND BUDGETS		BYLAW:	47.(xii)
<b>SUBJECT:</b>	Legal, Consultation & Maintenance Fee Allocation for Abandoned Units			

**By-law Reference:**

47. The common expenses of the Corporation shall be paid by the unit owners in proportion to the unit factors for their respective units; and without limiting the generality hereof; include the following (i - xiii).

(i) All levies or charges on account of garbage removal, electricity, gas, water and fuel services and television or cable antenna services supplied to this Corporation and for the benefit of all owners and not charged directly to any one owner either by meter or otherwise.

[...]

(xii) All costs of and charges for all manner of consultation, professional & servicing assistance required by the Corporation, including without limiting the generality of the foregoing all legal and accounting fees and disbursements.

**Expense Allocation Regulation:**

Whereas units that have been abandoned by their owners have not been defined in the bylaws of Condominium Plan 812 0257 and costs resulting from abandonment should not be shared amongst all owners.

- An absent owner is defined as an owner on the Certificate of Title provided by the registrar who is allocated a proportional share of the common property, has not attended the property in 90 days and is more than 90 days in arrears.
- Bylaw 47 will be applied as follows:
  - Expenses incurred by the Corporation in exercising the duties of the Board for the sole benefit of an absent owner, shall be levied against his/her respective unit(s) only together with all applicable interest charges and administrative fees, payable by the absent owner and will not be included as a common expense attributed to all unit owners.

**CONSEQUENCES:**

The Corporation does not accept any responsibility or liability for noncompliance of any of the above.

The above items were approved by the Board of Directors at the meeting held on February 10, 2022.



## Community Standards

<b>REGULATION:</b>	Backyard Maintenance			
<b>DATE:</b>	O: 2014/01	R:	R:	R:
<b>SECTION:</b>	<ul style="list-style-type: none"> <li>DUTIES OF THE OWNERS</li> <li>USE AND OCCUPANCY RESTRICTIONS</li> </ul>	BYLAW:	3.(c), (e) 62.-(II) (w), (x)	
<b>SUBJECT:</b>	Backyard Maintenance			

**By-law Reference:**

3.- An owner shall

(c) [...] maintain in a reasonable manner any area which is located on or which comprises any part of the common property to which the owner has been granted exclusive use pursuant to By-Law 6 or By-Law 59 and if the owner does not maintain such area to a standard similar to that of the remaining common property, the Corporation may give one month's notice to the owner to this effect and if such notice has not been complied with at the end of that month, then the Corporation may carry out such work and the provisions of By-Law 59 shall apply;

62.-(II) An owner shall not:

(w) allow the area around his premises to become untidy. 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.

(x) allow or cause any household, business or personal effects or articles belonging to him to be kept anywhere except inside his respective unit when not in actual use, and each owner will comply with all reasonable requests of the Board or its representatives that all household or personal effects or articles, including bicycles and like things belonging to an owner's household be put away inside such unit when not in actual use.

**Backyard Maintenance Regulation:**

- **The Board reserves the right to sanction any infractions of this policy.**
- **Nothing at any time should be attached that cannot be removed without damage to the exterior of the unit, water meter, or fence and must not restrict access to basement windows.**
- **No large trees exceeding 4m or 15' in mature height or permanent planters may be installed or placed within the backyards.**
- **Backyards are to be free of animal waste at all times.**
- **Garbage must be always placed in the proper receptacle**

**CONSEQUENCES:**

The Corporation does not accept any responsibility for accidents, damages, or any other liability for noncompliance of any of the above.

The above items were approved by the Board of Directors at their meeting held on January 28, 2014.

<b>REGULATION:</b>	Barbecues			
<b>DATE:</b>	O: 2012/03	R:	R:	R:
<b>SECTION:</b>	• USE AND OCCUPANCY RESTRICTIONS	BYLAW:	62.(II) (k), (l)	
<b>SUBJECT:</b>	BBQ's, Smokers & Pizza Ovens			

**By-law Reference:**

62.-(II) An owner shall not:  
 (k) store any combustible, inflammable or offensive goods, provisions or materials in his unit or on the common property.  
 (l) do anything or permit anything to be done in his 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.

**Barbecues, Smokers & Pizza Ovens Regulation:**

- The Board reserves the right to sanction any infractions of this policy.
- Barbeques, smokers & pizza ovens are permitted in the back yard.
- These devices are not permitted on the balconies.
- Owners/occupiers are not permitted to alter the exterior of a unit on common property to accommodate any BBQs, smokers, or pizza ovens.
- Barbeques must not be stored near the exterior of the house and no less than 3 meters from the unit.
- Barbeques cannot be stored in the driveway or on the front steps of the "B" Style front extended garage units.
- Any damage caused to buildings or structures due to the incorrect placement of cooking devices is the responsibility of the unit owner/resident.
- Any cost associated with repairs to the unit for damages will be at the expense of the resident.

**CONSEQUENCES:**

The Corporation does not accept any responsibility for accidents, damages, or any other liability for noncompliance of any of the above.

The Corporation may remove any of the items not authorized (as above) any charges will be back charged to the owner.

Any costs associated with repairs to the unit for damages will be at the expense of the unit owner.

The above items were approved by the Board of Directors at their meeting held on May 8, 2012, and amended on June 11, 2015, and June 9, 2022.

<b>REGULATION:</b>	Damage to Common Property			
<b>DATE:</b>	O: 2014/01	R:	R:	R:
<b>SECTION:</b>	<ul style="list-style-type: none"> <li>DUTIES OF THE OWNERS</li> </ul>	BYLAW:	3.(c), (e)	
<b>SUBJECT:</b>	Damage to Common Property			

**By-law Reference:**

3.- An Owner shall:

(c) [...] maintain in a reasonable manner any area which is located on or which comprises any part of the common property to which the owner has been granted exclusive use pursuant to By-Law 6 or By-Law 59 and if the owner does not maintain such area to a standard similar to that of the remaining common property, the Corporation may give one month's notice to the owner to this effect and if such notice has not been complied with at the end of that month, then the Corporation may carry out such work and the provisions of By-Law 59 shall apply;

(e) use and enjoy the common property in accordance with these by-laws and all rules and regulations prescribed by the Corporation and in such a manner as to not unreasonably interfere with the use and enjoyment thereof by other owners, their families, or visitors.

**Common Property Damage Regulation:**

- **The Board reserves the right to sanction any infractions of this policy.**
- **At no time should alterations or damages be done to the common property.**
- **In the event of such an occurrence, the damages shall be repaired by the Corporation and all costs associated to be back charged to the owner with the addition of a 25% Administration fee.**

**CONSEQUENCES:**

The Corporation does not accept any responsibility for accidents, damages, or any other liability for noncompliance of any of the above.

The above items were approved by the Board of Directors at their meeting held on January 28, 2014.

<b>REGULATION:</b>	Garbage			
<b>DATE:</b>	O: 2014/01/28	R: 2022/06/09	R: 2023/11/09	R:
<b>SECTION:</b>	<ul style="list-style-type: none"> <li>USE AND OCCUPANCY RESTRICTIONS</li> </ul>		BYLAW:	62.-(II) (t)
<b>SUBJECT:</b>	Garbage and Recycling			

**By-law Reference:**

62.-(II) An owner shall not:

(t) allow his unit, designated parking area or privacy area assigned to him to become unsanitary or unsightly in appearance.

**Garbage & Recycling Regulation:**

- Garbage and recycling should not be stored on “A” unit balconies.
- All garbage & recycling bins for “B” Units should be stored to minimally infringe on the roadway. Ideally in the space near the home behind the driveway.
- Garbage bags should not be left on the curb; waste and recycling need to be placed in approved municipal bins.
- Bins should not be placed for collection any earlier than 6pm the night before scheduled pick up. They must be returned and out of the roadway by 9pm the day of the garbage pickup.
- Any loose garbage or materials resulting from wildlife disturbance must be promptly picked up.
- Any garbage left in proximity of an owner’s unit not removed within a reasonable timeframe will be removed by the Corporation at the owner’s expense.

**CONSEQUENCES:**

The Corporation does not accept any responsibility or liability for noncompliance of any of the above.

The above items were approved by the Board of Directors at their meeting held on January 28, 2014, and revised June 9, 2022, and revised again on November 9, 2023.

<b>REGULATION:</b>	Parking			
<b>DATE:</b>	O: 2012/01	R: 2022/06/28	R: 2023/11/09	R:
<b>SECTION:</b>	• USE AND OCCUPANCY RESTRICTIONS		BYLAW:	62.-(II) (q), (r)
<b>SUBJECT:</b>	Parking Policies			

**By-law Reference:**

62.-(II) An owner shall not:

- (q) (i) use any part of the common property other than a parking area designated and assigned to him under By-Law 6 or By-Law 59 or leased to him under Section 41 of the Act for the parking of any motor vehicles except in accordance with permission in writing from the Board.
- (ii) wash cars 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 to time by regulation set forth or direct and no repairs or adjustments to automobiles shall be carried out on the project other than minor repairs and adjustments that can be performed within the confines of the Unit's garage, nor shall any vehicles other than private passenger automobiles be brought on to the project without the written consent of the Board or a member or manager or nominee thereof save in the course of delivery to or removal from the respective premises;
- (iii) 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.
- (iv) keep on the property any private passenger automobile which is not in operating condition and being used from day to day.
- (v) drive any motor vehicle on the common property at a speed in excess of 15 kilometers per hour.
- (r) obstruct or permit any entry, roadway, walkways or driveways or parking areas to be obstructed by his family, guests or visitors.

**Parking Regulation:**

- Security will enforce parking regulations on a regular basis.
- Emergency access routes or fire lanes must be always kept clear and free from on street parking.
- Permanent Hangingsstone residents are only permitted to park inside the garage or in their driveway.
- Visitors and guests are only permitted to park in visitor parking areas and must register with the HSP site or a parking pass may be procured.
- Any residents wishing to provide parking for visitors longer than 4 hours must obtain approval in writing from the Corporation.
- Anyone in breach of parking policies will be towed.
- Parking is only allowed in front of garages on units with balconies.
- There is zero tolerance parking or storing any unauthorized vehicle in the driveway, back yard, or any part of the common property (trailers, campers, flat beds, RV, boats, skidoo (sleds), seadoos, all-terrain vehicles (ATV), etc.)
- Parking on green space or landscape areas is prohibited.
- All motor vehicles parked on common property must have valid registration and insurance.
- No repairs or adjustments to motor vehicles or automobiles may be carried out on the property.
- No motor vehicle including vehicles used for household/furniture moving, shall be driven on any part of the common property other than on a driveway, roadway, or parking space.

**CONSEQUENCES:**

The Corporation does not accept any responsibility or liability for noncompliance of any of the above.

The above was approved by the Board of Directors at their meeting held on May 8, 2012, revised in March 2015, revised April 28, 2022, and further revised on November 9, 2023.

<b>REGULATION:</b> Pets				
<b>DATE:</b>	O: 2012/05/08	R: 2023/11/09	R:	R:
<b>SECTION:</b>	• USE AND OCCUPANCY RESTRICTIONS		<b>BYLAW:</b>	62.(II) (b), (t)
<b>SUBJECT:</b>	Pets			

**By-law Reference:**

62.-(II) An owner shall not:

(b) keep or allow any animal, livestock, fowl, or pet of any kind except as provided herein, at any time to be in his unit or on the common property without the specific approval in writing of the Board, which approval the Board may arbitrarily withhold and may, if given, be withdrawn anytime on seven (7) days notice to that effect. All dogs approved must be hand leashed and kept under control at all times. Cats and small dogs are allowed without approval of the Board, but in the Board's sole discretion if such cat or dog becomes a nuisance or annoyance, such cat or dog shall be removed on seven (7) days' notice to that effect to the Owner.

(t) allow his unit, designated parking area or privacy area assigned to him to become unsanitary or unsightly in appearance.

**Pet Regulation:**

- **The Board reserves the right to sanction any infractions of this policy.**
- **Small cats and dogs are pets which do not exceed 9kgs or 20lbs in weight. All owners wishing to have pets exceeding this size must obtain written approval from the Corporation. The application must be submitted with a \$400 application fee per pet, and approval will not be reasonably refused.**
- **Residents are always fully responsible for their pets.**
- **Pet waste must be picked up immediately in exclusive use areas and when walking the common grounds.**
- **Pets are not permitted to roam the common areas unleashed. Except within the fenced Dog Park.**
- **Pets are not allowed to be left unattended in exclusive use areas.**
- **Any cost associated with repairs to the unit for damages will be at the expense of the resident.**

**CONSEQUENCES:**

The Corporation does not accept any responsibility for accidents, damages, or any other liability for noncompliance of any of the above.

The above was approved by the Board of Directors at their meeting held on May 8, 2012, and revised on November 9, 2023.

## Unit Improvements

<b>REGULATION:</b>	Air Conditioners			
<b>DATE:</b>	O: 2012/03	R: 2023/11/09	R:	R:
<b>SECTION:</b>	<ul style="list-style-type: none"> <li>USE AND OCCUPANCY RESTRICTIONS</li> </ul>	<b>BYLAW:</b>	62.(II) (j), (g)	
<b>SUBJECT:</b>	Air Conditioning units			

**By-law Reference:**

62.-(II) An owner shall not:

*(j) 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, clothes lines, garbage disposal equipment, recreational or athletic equipment, fences, hedges, barriers, partitions, awnings, shades or screens or 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 therefor which may be established by the Board.*

*(g) do any act or permit any act to be done or alter or permit to be altered his unit in any manner, which will alter the exterior appearance of the structure comprising his or any other units.*

**Air Conditioner Regulation:**

- **Owners/occupiers are not permitted to alter the exterior of a unit.**
- **Air conditioners are not to be mounted on any part of the common property such as siding, windows, etc.**
- **All brackets must be removed and siding resealed; any costs associated with repairs to the unit will be charged to the unit owner.**
- **Central air conditioning units are permitted and must be placed a minimum of one metre from the exterior of the unit.**
- **No AC unit is to be installed that hangs out of the window. The units that discharge hot air out of the window are acceptable if there is nothing protruding to the outside.**

**CONSEQUENCES:**

The Corporation does not accept any responsibility or liability for noncompliance of any of the above. The above items were approved on May 8, 2012, and revised on November 9, 2023.



<b>REGULATION:</b>	Decks			
<b>DATE:</b>	O: 2012/03	R: 2015/06	R: 2023/11/09	R:
<b>SECTION:</b>	<ul style="list-style-type: none"> <li>PATIOS, DECKS AND PARKING SPACES</li> <li>USE AND OCCUPANCY RESTRICTIONS</li> </ul>	BYLAW:	58.(b) 62. (II) (g)	
<b>SUBJECT:</b>	<b>Deck Construction</b>			

**By-law Reference:**

58.-(b) While any such patio, deck, or parking area is not included in the Condominium Plan as part of a Condominium Unit, any such area shall be maintained in a clean and sightly condition at the sole expense of the owner to whom it has be assigned.

(c) The Owner shall also be responsible for painting, refurbishing and structurally maintaining the patios and decks to a standard considered reasonable by the Board.

62.-(II) An owner shall not:

(g) do any act or permit any act to be done or alter or permit to be altered his unit in any manner, which will alter the exterior appearance of the structure comprising his or any other units.

<b>Deck Regulation:</b>
<ul style="list-style-type: none"> <li><b>Decks must be floating and are not permitted to be attached to the exterior of the unit or fence. They must not restrict access to basement windows.</b></li> <li><b>Owners must obtain locates and proper permits prior to construction.</b></li> <li><b>Any owner (past or present) must accept liability if policy is not adhered to.</b></li> <li><b>Cost of removal of decks, if required, will be at the owner’s expense.</b></li> <li><b>Any structures of any kind must be pre-approved by the Board.</b></li> </ul>

**CONSEQUENCES:**

The Corporation does not accept any responsibility for accidents, damages, or any other liability for noncompliance of any of the above.

The Corporation may remove any of the items not authorized (as above) any charges will be back charged to the owner.

Any costs associated with repairs to the unit for damages will be at the expense of the unit owner.

The above items were approved by the Board of Directors at their meeting held on May 8, 2012, amended on June 11, 2015, and revised on November 9, 2023.

<b>REGULATION:</b>	Privacy Screens			
<b>DATE:</b>	O: 2023/03	R:	R:	R:
<b>SECTION:</b>	<ul style="list-style-type: none"> <li>PATIOS, DECKS AND PARKING SPACES</li> <li>USE AND OCCUPANCY RESTRICTIONS</li> </ul>	BYLAW:	58.(b) 62. (II) (g)	
<b>SUBJECT:</b>	Privacy Screens			

**By-law Reference:**

58.-(b) While any such patio, deck, or parking area is not included in the Condominium Plan as part of a Condominium Unit, any such area shall be maintained in a clean and sightly condition at the sole expense of the owner to whom it has be assigned.

(c) The Owner shall also be responsible for painting, refurbishing and structurally maintaining the patios and decks to a standard considered reasonable by the Board.

62.-(II) An owner shall not:

(g) do any act or permit any act to be done or alter or permit to be altered his unit in any manner, which will alter the exterior appearance of the structure comprising his or any other units.

**Privacy Screen Regulation:**

- Privacy screens used on balcony unit patios or along rear fences must be black.
- Privacy screens used in the front of the home are not permitted in any location other than the upper balcony.
- Screens on the balcony must be of the nylon or polyethylene woven fabric type and sized appropriately, excess material should not be gathered in the corners or along the bottom of the railing.
- Screens must be securely fastened to the inside of the railing to prevent any accidental loss due to high winds, snow, or other issues.
- Screens must not wrap over the top of handrails causing a slippery surface for safety.
- Screens are not permitted to be screwed or otherwise attached to the buildings. All fasteners must be installed on the railings and pickets and must be removable for the next resident.
- Cost of repair for railings and decks, if required, will be at the owner’s or tenant’s expense and deducted from security deposits if required.

**CONSEQUENCES:**

The Corporation does not accept any responsibility for accidents, damages, or any other liability for noncompliance of any of the above.

The Corporation may remove any of the items not authorized (as above) any charges will be back charged to the owner.

Any costs associated with repairs to the unit for damages will be at the expense of the unit owner.

<b>REGULATION:</b>	Exclusive Use Area Enjoyment			
<b>DATE:</b>	O: 2022/02	R:	R:	R:
<b>SECTION:</b>	<ul style="list-style-type: none"> <li>USE AND OCCUPANCY RESTRICTIONS</li> </ul>	BYLAW:	62.-(II) (A), (iv) (A-C)	
<b>SUBJECT:</b>	Exclusive Use Areas			

**By-law Reference:**

62. (II) An owner shall not:

- (a) use his unit or any part thereof for any commercial or professional purposes or for any purpose which may be illegal or injurious to the reputation of the condominium project [...]

*Exclusive Use Areas:*

- (IV) Each occupant of a unit shall have the exclusive right to use and enjoy the unit's exclusive use area except that the Corporation or its servants and agents shall have the right to pass over and deal with such area in carrying out its duties. [...]
- The exclusive use areas shall be:
  - (a) the parking stall or stalls immediately in front of a unit's garage.
  - (b) the surface and steps of any wooden deck attached to a unit; and
  - © the concrete patio area, if any, adjacent to a unit.

<b>Exclusive Use Regulation:</b>
<ul style="list-style-type: none"> <li><b>Residents are not permitted to use any areas not specified in 62 (a-c) unless approval has been granted in writing by the Board of Directors or identified in this policy.</b></li> <li><b>Sitting, standing, or otherwise exiting the buildings onto the roof of front attached "B" Style garage units is prohibited.</b></li> <li><b>The common property enclosed by fencing and attached to each unit is considered an exclusive use area assigned to that unit.</b></li> </ul>

**CONSEQUENCES:**

The Corporation does not accept any responsibility or liability for noncompliance of any of the above.

The above items were approved by the Board of Directors at the meeting held on June 9, 2022.

<b>REGULATION:</b>	Fire Pits, Hot Tubs & Pools			
<b>DATE:</b>	O: 2012/03	R: 2015/06	R: 2022/06	R: 2023/11/09
<b>SECTION:</b>	• USE AND OCCUPANCY RESTRICTIONS		BYLAW:	62.(II) (i)
<b>SUBJECT:</b>	Parking Policies			

**By-law Reference:**

62.-(II) An owner shall not:  
 (I) do or permit anything to be done in his 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.

**Hot tubs, Pools & Fire Pits Regulation:**

- **Fire Pits and/or open flames are not permitted on the property. This includes anything with a fuel reservoir and a wick on top (tiki torch, candles, etc.).**
- **Decorative fire tables, bowls etc. are permitted with restrictions:**
  - Items must have small, controlled flames (typically those found in decorative patio items).
  - Items must not be left unattended and capped/closed when not in use.
  - It cannot be used on the A Unit front balcony.
- **Hot tubs are not permitted on the property.**
- **Pools are not permitted on the property.**
- **Kiddie Pools are permitted - pools must not exceed 60” in diameter and 12” in height.**

**CONSEQUENCES:**

The Corporation does not accept any responsibility or liability for noncompliance of any of the above.

The Corporation may remove any of the items not authorized (as above) and any expenses to do so will be back charged to the owner.

Any cost associated with repairs to the unit for damages will be at the expense of the unit owner.

The above was approved by the Board of Directors at their meeting held on August 14, 2012, revised in June 2015, revised June 9, 2022, and revised on November 9, 2023.

<b>REGULATION:</b>	Garage & Unit Development			
<b>DATE:</b>	O: 2015/06	R: 2022/06/09	R: 2023/11/09	R:
<b>SECTION:</b>	• DUTIES OF OWNERS		BYLAW:	3. (d)
<b>SUBJECT:</b>	Garage Developments			

**By-law Reference:**

3. An owner shall:

*(d) not make repairs, additions or alternations to his unit, interior decoration excepted, (including interior and exterior load bearing and partition walls and support columns) or the building of which his unit forms a part or to the plumbing, mechanical or electrical systems within his unit without first obtaining the written consent of the Corporation.*

**Garage & Unit Development Regulation:**

- Any alterations or developments in the unit must have written approval from the Board prior to construction.
- Owners may be liable for the costs of restoring the property to its original condition if approval is not provided prior to construction.
- Copies of permits must be submitted to the Corporation.
- Locates must be completed prior to beginning construction.
- Owners must verify the location of existing water service lines & shut off valves to the Corporation prior to beginning.
- Owners must ensure that their personal insurance covers them for any alterations, upgrades, or developments in their garage.

**CONSEQUENCES:**

The Corporation does not accept any responsibility or liability for noncompliance of any of the above.

The above was approved by the Board of Directors at their meeting held on June 11, 2015, revised on June 9, 2022, and revised on November 9, 2023.

<b>REGULATION:</b>	Landscaping			
<b>DATE:</b>	O: 2022/02	R:	R:	R:
<b>SECTION:</b>	<ul style="list-style-type: none"> <li>PATIOS, DECKS AND PARKING SPACES</li> </ul>	BYLAW:	58.-(a,b,c) 62.-(II) (q), (r)	
<b>SUBJECT:</b>	Exterior Hardscaping Options for Exclusive Use Areas			

**By-law Reference:**

58. (a) *The owner of each unit shall have the exclusive use of any patio, deck or parking area, immediately adjacent to, or affixed to his unit to which he has sole access.*

(b) *While any such patio, deck, or parking area is not included in the Condominium Plan as part of a Condominium Unit, any such area shall be maintained in a clean and sightly condition at the sole expense of the owner to whom it has been assigned.*

(c) *The Owner shall also be responsible for painting, refurbishing and structurally maintaining the patios and decks to a standard considered reasonable by the Board.*

62.-(II) *An owner shall not:*

(g) *do any act or permit any act to be done or alter or permit to be altered his unit in any manner, which will alter the exterior appearance of the structure comprising his or any other units.*

**Landscaping Regulation:**

- **Hardscaping must abide by examples within this policy.**
- **Any owner (past or present) must accept liability for infractions of this policy.**
- **Removal cost of materials, if required, will be at the owner's expense.**

**REPLACING SMALL FRONT FACING GRASSY AREA WITH ALTERNATIVE MATERIALS:**

- **In recognition of the difficulty of maintaining the small grassy area between front attached garage “B” style units, owners may elect to replace the grass with alternative materials.**
- **All materials must be easy to maintain and readily available for replacement or repair.**
- **In keeping with the general overall appearance of the street, materials should be selected in complementary colors to existing building choices such as siding whenever possible.**
- **Approved materials:**
  - **Crushed rock or stone less than ¾” in diameter**
  - **Coarse textured organic wood mulches or bark nuggets (fine materials are more likely to combust and are not fire safe)**
  - **Hard pavers or patio stones**
  - **Artificial turf**

**CONSEQUENCES:**

The Corporation does not accept any responsibility or liability for noncompliance of any of the above.

The above items were approved by the Board of Directors at the meeting held on June 9, 2022.

<b>REGULATION:</b>	Sheds and Gazebos			
<b>DATE:</b>	O: 2012/03	R: 2015/06	R: 2023/11/09	R:
<b>SECTION:</b>	<ul style="list-style-type: none"> <li>USE AND OCCUPANCY RESTRICTIONS</li> </ul>		BYLAW:	62.-(II) (i)
<b>SUBJECT:</b>	Sheds, Gazebos & Other Structures			

**By-law Reference:**

62.-(II) An owner shall not:

(i) erect or place any building, structure, tent, or trailer, (either with or without living, sleeping, or eating accommodation) on the common property or on any privacy area assigned to him.

**Sheds, Gazebos, and other Structures Regulation:**

- Any structures of any kind must be pre-approved by the Corporation prior to construction. Approval is based on the understanding that after removal the landscape will be repaired to original condition (Full sod replacement).
- An owner may have a semi-permanent commercial style rigid plastic, vinyl or metal shed not exceeding 10' x 10' in the back yard. (i.e. Must have a solid frame)
- Shelter Logic garage in a box type structures, tents and temporary structures are not permitted.
- All structures must be placed a minimum of three meters (3m) from the exterior of the unit.
- Gazebos, greenhouses etc., are not permanent structures, however, they must be securely fastened to the ground.
- Structures cannot be attached or secured to the common property such as fencing.
- Owners must obtain locates if required.
- Any owner (past or present) must accept any liability for any structures.

**CONSEQUENCES:**

The Corporation does not accept any responsibility or liability for noncompliance of any of the above.

If the above are not complied with, the Board may request at any time, the removal of unapproved structures. Any costs incurred by the Corporation will be back charged to the owner.

The above items were approved by the Board of Directors at their meeting held on May 8, 2012, revised on June 11, 2015, and revised on November 9, 2023.

## Exterior Maintenance

<b>REGULATION:</b>	Balconies			
<b>DATE:</b>	O: 2012/11	R: 2023/11/09	R:	R:
<b>SECTION:</b>	<ul style="list-style-type: none"> <li>DUTIES OF THE CORPORATION</li> </ul>		BYLAW:	4.(H)
<b>SUBJECT:</b>	Balconies			

**By-law Reference:**

4.- In addition to the duties of the Corporation set forth in the Act, the Corporation, through its Board, shall: (h) remove ice, snow, slush and debris from and keep and maintain in good order and condition all areas of the common property designated for vehicular or pedestrian traffic or outside parking and keep and maintain in good order and condition all grassed or landscaped areas of the common property PROVIDED THAT the maintenance of any leased or privacy area designated under By-Law 6 or By-Law 59 shall be the prime responsibility of the owner to whom such leased or privacy area has been assigned;

**Balcony Regulation:**

- The Board reserves the right to sanction any infractions of this policy.
- All balconies to be maintained clear of snow during winter months without including edges and railings.
- Damage caused by inadequate maintenance and snow removal of the balcony will be a charged back to the owner. Please follow proper Duradek maintenance.
- Nothing is to be stored on the balconies.
- Any damage incurred due to snow or ice accumulation shall be repaired by the Corporation and the owner affected shall reimburse the Corporation all costs to rectify said maintenance including a 25% administration fee and interest.

**CONSEQUENCES:**

The Corporation does not accept any responsibility for accidents, damages, or any other liability for noncompliance of any of the above.

The above items were approved by the Board of Directors at their meeting held on November 13, 2012, and revised on November 9, 2023.



<b>REGULATION:</b>	Driveways			
<b>DATE:</b>	O: 2014/01/28	R: 2023/11/09	R:	R:
<b>SECTION:</b>	<ul style="list-style-type: none"> <li>DUTIES OF THE CORPORATION</li> </ul>		<b>BYLAW:</b>	4.(H)
<b>SUBJECT:</b>	<b>Driveway Maintenance</b>			

**By-law Reference:**

4.- In addition to the duties of the Corporation set forth in the Act, the Corporation, through its Board shall:  
 (h) remove ice, snow, slush and debris from and keep and maintain in good order and condition all areas of the common property designated for vehicular or pedestrian traffic or outside parking and keep and maintain in good order and condition all grassed or landscaped areas of the common property PROVIDED THAT the maintenance of any leased or privacy area designated under By-Law 6 or By-Law 59 shall be the prime responsibility of the owner to whom such leased or privacy area has been assigned;

**Driveway Maintenance Regulation:**

- Driveways are for exclusive use of the owners of the unit said driveway is leased to.
- Snow, ice, slush, and debris removal is the responsibility of the Owner & Tenant for the driveway and the area in front of the garage. Any damage to the garage door due to poor maintenance will be fixed and the cost billed back to the owner or tenant.
- No modifications can be made to this common property without prior written consent from the Board.
- Only one (1) vehicle can be parked in the driveway at any one time.
- Parking is not permitted in front of garage for units with extended garages (B Style Units).

**CONSEQUENCES:**

The Corporation does not accept any responsibility or liability for noncompliance of any of the above. These items were approved by the Board of Directors at their meeting held on January 28, 2014, and revised on November 9, 2023.

<b>REGULATION:</b>	Front & Rear Stairs			
<b>DATE:</b>	O: 2014/01	R: 2022/06	R:	R:
<b>SECTION:</b>	<ul style="list-style-type: none"> <li>DUTIES OF THE OWNERS,</li> <li>PATIOS, DECKS AND PARKING SPACES</li> <li>USE AND OCCUPANCY RESTRICTIONS</li> </ul>	BYLAW:	3.(c)	58. (a) 62. IV (a-c)
<b>SUBJECT:</b>	Front & Rear Stairs			

**By-law Reference:**

3.- An Owner shall:

(c) repair and maintain his unit, [...] and keep it in a state of good repair, except such damage as is insured against by the Corporation; and shall maintain in a reasonable manner any area which is located on, or which comprises any part of the common property to which the owner has been granted exclusive use.

58. - PATIOS, DECKS AND PARKING SPACES

(a) The owner of each Unit shall have the exclusive use of any patio, deck or parking area immediately adjacent and affixed to his unit to which he has sole access.

(b) While any such patio, deck, or parking area is not included in the Condominium Plan as part of a Condominium Unit, any such area shall be maintained in a clean and slightly condition at the sole expense of the owner to whom it has been assigned.

62 (IV) Each occupant of a unit shall have the exclusive right to use and enjoy the unit's exclusive use area except that the Corporation or its servants and agents shall have the right to pass over and deal with such area in carrying out its duties, any variation of those boundaries, or of the area allocations to the respective units shall be dealt with as an amendment to this by-law and shall be effected only by special resolution. The exclusive use areas shall be:

(a) the parking stall or stalls immediately in front of a unit's garage.

(b) the surface and steps of any wooden deck attached to a unit; and

(c) the concrete patio area, if any, adjacent to a unit.

**Decks & Stairs Regulation:**

- It is the sole responsibility of the owner to maintain and repair the front and rear steps to any unit within the condominium.
- The Corporation may remove any repairs or modifications done without prior written consent at the owner's expense with the addition of a 25% Administration fee.
- Rear stairs may be secured to the exposed ledger Board, at no time should anything be attached to the siding of the home.

**CONSEQUENCES:**

The Corporation does not accept any responsibility or liability for noncompliance of any of the above.

The above items were approved on January 28, 2014 and revised by the Board of Directors at the meeting held on June 9, 2022.

<b>REGULATION:</b>	Roofing & Plumbing			
<b>DATE:</b>	O: 2014/01	R: 2015/06	R:	R:
<b>SECTION:</b>	<ul style="list-style-type: none"> <li>DUTIES OF THE OWNERS</li> </ul>		<b>BYLAW:</b>	3.(d)
<b>SUBJECT:</b>	Roofing & Plumbing			

***By-law Reference:***

3.- An owner shall:

*(d) not make any repairs, additions or alterations to his unit, interior decoration excepted, (including interior and exterior load bearing and partition walls and support columns) or the building of which his unit forms a part or to the plumbing, mechanical or electrical systems within his unit without first obtaining the written consent of the Corporation.*

**Roofing & Plumbing Regulation:**

- **The Board reserves the right to sanction any infractions of this policy.**
- **Requests to be made in writing prior to commencement of work for approval by the Corporation.**
- **Pipes common to one or more units are the responsibility of the Corporation.**
- **If damage to the common plumbing is caused by the owner, the owner shall be deemed responsible for the expense of repairs.**
- **Roof leak repairs and maintenance are the responsibility of the Corporation, excluding any interior damage done to unit, which is the responsibility of the owner and their insurer to repair.**

**CONSEQUENCES:**

The Corporation does not accept any responsibility or liability for noncompliance of any of the above.

The above items were approved by the Board of Directors at their meeting held on January 28, 2014.

<b>REGULATION:</b> Windows				
<b>DATE:</b>	O: 2012/01	R: 2012/10	R: 2014/01	R:
<b>SECTION:</b>	• DUTIES OF THE OWNERS		BYLAW:	3.(c)
<b>SUBJECT:</b>	Windows & Screens			

**By-law Reference:**

3.(c) An Owner shall: repair and maintain his unit, including the interior surfaces of all windows and interior surface of doors which provide the means of ingress and egress from a unit, but excluding outer boundaries, walls and other outside surfaces and roofs and eavestroughs and all other outside hardware and accoutrements affecting the appearance, useability, value or safety of the unit, and keep it in a state of good repair, except such damage as is insured against by the Corporation; and shall maintain in a reasonable manner any area which is located on or which comprises any part of the common property to which the owner has been granted exclusive use pursuant to By-Law 6 or By-Law 59 and if the owner does not maintain such area to a standard similar to that of the remaining common property, the Corporation may give one month's notice to the owner to this effect and if such notice has not been complied with at the end of that month, then the Corporation may carry out such work and the provisions of By-Law 59 shall apply;

**Window & Screen Regulation:**

- **Windows are replaceable by the Corporation at the end of their useable life.**
- **The Corporation will replace the window frames as needed and requested by an owner.**
- **Any maintenance to interior hardware or trim to the window itself is the responsibility of the homeowner.**
- **Damage to the screen itself is the responsibility of the homeowner.**

**CONSEQUENCES:**

The Corporation does not accept any responsibility for accidents, damages or any other liability for noncompliance of any of the above.

The above items were approved by the Board of Directors at their meeting held on January 28, 2014.

## Interior Maintenance

<b>REGULATION:</b>	Consumable Items			
<b>DATE:</b>	O: 2022/06	R:	R:	R:
<b>SECTION:</b>	<ul style="list-style-type: none"> <li>DUTIES OF THE OWNERS</li> </ul>		BYLAW:	3.(c)
<b>SUBJECT:</b>	Furnace filters, smoke detector batteries & exterior light bulbs			

**By-law Reference:**

3.(c) An Owner shall:

*repair and maintain his unit, including the interior surfaces of all windows and interior surface of doors which provide the means of ingress and egress from a unit, but excluding outer boundaries, walls and other outside surfaces and roofs and eavestroughs and all other outside hardware and accoutrements affecting the appearance, useability, value or safety of the unit, and keep it in a state of good repair, except such damage as is insured against by the Corporation; and shall maintain in a reasonable manner any area which is located on or which comprises any part of the common property to which the owner has been granted exclusive use pursuant to By-Law 6 or By-Law 59 and if the owner does not maintain such area to a standard similar to that of the remaining common property, the Corporation may give one month's notice to the owner to this effect and if such notice has not been complied with at the end of that month, then the Corporation may carry out such work and the provisions of By-Law 59 shall apply;*

**Consumable Items Regulation:**

- **Where the Corporation has leased a unit for tenancy, the Corporation is responsible for some general maintenance activities.**
- **Smoke detector batteries, furnace filters and exterior light bulbs will be replaced by the Corporation as needed and requested by residents who have signed an agreement with Hangingsstone Point.**
- **Owners are responsible for replacing these items as part of home ownership.**

**CONSEQUENCES:**

The Corporation does not accept any responsibility for accidents, damages or any other liability for noncompliance of any of the above.

The above items were approved by the Board of Directors at their meeting held on January 28, 2014.

<b>REGULATION:</b>	Trampolines			
<b>DATE:</b>	O: 2023/11	R:	R:	R:
<b>SECTION:</b>	• DUTIES OF THE CORPORATION	BYLAW:	4.(e) 5.(h)	
<b>SUBJECT:</b>	Trampolines on the Property			

**By-law Reference:**

4.-(e) except as otherwise specifically provided in these by-laws, maintain, and repair the exterior or outside surfaces of the buildings comprising the units (including windows and doors and all other outside accoutrements affecting the appearance, useability, value or safety of the parcel or the units) and the common property including any lawn which is located on any part of the common property and all fencing and posts

5.-(h) make such rules and regulations as it may deem necessary or desirable from time to time in relation to the use, enjoyment and safety of the common property and do all things reasonably necessary for the enforcement of the by-laws and restrictive covenants for the control, management and administration of the common property generally including the commencement of an action under Section 29 of the Act and all subsequent proceedings relating thereto

**Trampoline Regulation:**

- **Trampolines are deemed a danger to the property due to high winds, risk of injury, risk of property damage, and inability to create a safe space for usage.**
- **Trampolines are not allowed on site and will be fined according to the by-laws and policy.**

**CONSEQUENCES:**

The Corporation does not accept any responsibility for accidents, damages, or any other liability for noncompliance of any of the above.

The Corporation may remove any of the items not authorized (as above) any charges will be back charged to the owner.

Any costs associated with repairs to the unit for damages will be at the expense of the unit owner.

The above items were approved by the Board of Directors at their meeting held on