

# ELLA

## (Ellison Lake Leaseholders Association)

### Division of Property & Responsibilities

1. **General:** ELLA is a community located on the northern shore of a lake commonly known as “Duck Lake”. The development is “somewhat unique” in that it encompasses approximately 11 acres and varied residential units as follows:
  - Fourplex buildings
  - Custom lakeshore homes
  - Lakeshore cottages
  - Non-lakeshore cottages
  - Developed RV pads
  - Common area
  - Turtle Lodges (locatees) control a number of residential units, office, RV pads, and undeveloped properties within the community
  - The property is governed by a 49 year lease. All subleases must insure they have copies of the head lease, sublease, and by-laws as it relates to the overall agreement of the said lease and are familiar with the terms and conditions of same.
  
2. **Purpose:**
  - Attached is a **clarification of responsibilities** in an attempt to insure there is a clear understanding of maintenance issues and who is responsible for what.
  - Anything that is not fully defined or covered in this document will be considered & determined by a vote of Council.
  - Any repairs, additions or changes to the exterior of properties MUST conform to ELLA standards with regard to design, material used, colour, etc. as per bylaws. Any changes must be approved by the ELLA Council, in writing.
  - It is the intention of the ELLA Council to strive to insure that all parties adhere to the agreements in place, respect each others’ rights and that we all live in peace and harmony.
  - Should a property be rented, it remains the responsibility of the **sublease holder** to insure that tenants are fully aware of the by-laws. Only owner requested modifications will be considered by Council. It is the responsibility of the owner (should a tenant make a modification without approval) to remove, restore, maintain that said modification. Further, any and all communication to ELLA Council must be from the sublease owner.

## COMMON PROPERTY

**ELLA will be responsible** to maintain, repair and replace the following items as it relates to the common area property:

**Note:** Individual homes, improvements on RV pads, cottages and properties retained by Turtle Lodges are excluded.

1. **Ground maintenance:** the Association will let out by contract or hire personnel to cut the grass on a weekly basis during the growing season on all the grassed areas on pinned properties and common areas. This includes but is not limited to lot 105 A&B (commonly referred to as Manning park), lot 115-119 Omni bus lots (upper field park), lot 47 (boat launch park), triangle flower bed near entrance of Alveston Boulevard. The Association may have the hired personnel do the trimming and shaping of all junipers, cedars and any other non blooming shrubs that may have been grown in any private flower beds. The Association will have said contracted personnel look after all the trees on Ella Common properties. The Association holds the right for the following:
  - a) to remove or plant trees decided upon
  - b) control the height of all trees on the properties
  - c) all retaining walls presently on ELLA common properties that were constructed for and paid by the Association. On the recommendation of an Engineer, the Association can construct and pay for future retaining walls that be may required to stabilize slope movement or soil erosion that may endanger pinned property.
2. **Roadways:** maintain paved roadways and repair pavement, potholes, etc., as deemed a priority by Council.
3. **Snow removal:** the Association will initiate the snow removal on the garbage pad and Postal Service area when 5 cm/2 inches of snow has accumulated.

The snow removal of the road ways is left to the discretion of the Association but must be efficient enough so that the residence or emergency vehicles do not have difficulties navigating the road ways. The responsibility of snow removal from the road way to the unit entrance including stairs and driveway is that of the owners or subleases. Snow should not be piled on the road ways.

4. **Street lighting:** bulbs, ballasts, poles, and any other items required to keep streetlights functioning properly.
5. **Street drainage:** including the cleaning of catch basins and replacing any manhole or other covers that may be required.
6. **Sewage treatment plant:** including septic system, field, lift station, RBC must be kept operational at all times. Blockages within the individual units which are due to owner negligence are not covered.
7. **Fire hydrants:** will be inspected and certified annually by a reliable, certified company and reports submitted.

8. **Fenced RV compound:** to be operated and maintained by ELLA. Permission to park vehicles, trailers, boats, etc., must be obtained in advance from Council. **Note:** all of the above must have a minimum of \$1,000,000 liability insurance at all times and provide Council with proof of same. Residents using the compound agree to follow the adopted rules and guidelines defined in appendix A. The shed within the storage compound to be kept in good repair for storage and other purposes.
9. **Irrigation system:** irrigation systems including all the electric time clocks, solenoids, piping, spray heads and other parts that may be required.
10. **Water system:** maintain the well/wells to insure the provision of potable water to all leased residences and common areas that use this water source. ELLA will carry out certified water testing on a regular basis to insure the quality of same. ELLA will also replace or repair any underground water piping lines up to and including the street shut off valves on all properties.
11. **Water feature:** maintain the water feature at the entrance of the community. If not so desired, this will be determined by vote at a general meeting.
12. **Fencing:** all perimeter fencing enclosing ELLA Common property.
13. **Insurance:** proper insurance will be in place at all times to cover common areas, mechanical equipment and will, upon renewal, insure that competitive quotes are obtained prior to selection.
14. **Power:** supply and maintain proper wiring from the transformers to the meters (all utilities related to common area).

## MULTIPLEX PROPERTIES

**ELLA will be responsible** to maintain, repair and replace the following items as it relates to the **fourplex units using funds from the Multiplex Repair and Maintenance fund or Special assessments** (special assessments for multiplex repairs are only paid by multiplex owners):

Note: Special assessments related to multiplex units based on square footage for roofs, doors, etc.

1. **Roofing:** repair and replace when deemed necessary and including trusses, sheathing, etc.
2. **Vents:** all roof vents, chimneys, and any piping excluding dryer vents that extend to the interior of the units.
3. **Eaves trough:** soffits, eaves troughing c/w down spouts to be kept free of leaves and debris, and fascia boards to be maintained.
4. **Exterior:** all exterior of the entire building including stairs, railing, decks, stucco, wood trim, carport trellis, etc.  
The modified carport roofs on units #114-4 & #123-4 are excluded.
5. **Windows:** window glass replacement if damaged from the outside only and/or the sealed unit fails.
6. **Building integrity:** monitoring the integrity of the superstructure (i.e. foundation, perimeter drainage) as required.
7. **Wiring:** supply and maintain proper wiring and power from the transformer up to and including the main breaker in the outside mechanical room.
8. **Painting:** repair and painting to the exterior only of the front door, trim, garage doors and trellises.
9. **Insurance:** ELLA will provide the pertinent insurance for the fourplex buildings, not including any contents.
10. **Water:** ELLA will replace or repair any underground piping service to the building up to and including the isolation valve in the laundry/utility room. Exterior hose bibs included.
11. **Driveways:** ELLA will replace or repair the deteriorated driveway concrete. This excludes the concrete floor in the garage as this is owned by the upper unit.

**Note:** It should be understood that at this time, funding is not available to make certain desired improvements. Council will focus first on safety concerns, secondly on needed repairs and finally on cosmetic issues.

12. **Sewer pipes:** from the soil stacks to the connection point at the main sewer line are the responsibility of the owner, this includes sewer clean out caps at the grade level and piping down to the sewer line. The reasoning for this, the sewer lines are shared between units up to the main sewer line at the street.

**The Subleasee (owner) of a unit in a fourplex is responsible** for the following:

1. **Wiring:** supply and maintain proper wiring from the main breaker in the outside mechanical room to the breaker panel in the utility/laundry room and throughout the unit.
2. **Windows:** window glass replacement if damaged from the inside only. Replace window screens. The window trim portions that are attached to the interior portion of the drywall side of the wall.
3. **Doors:** all exterior doors (including large garage door), latches, locks and all the mechanisms required to operate same.
4. **Interior:** the **complete interior of the unit** in its entirety including painting, drywall cracks, cabinetry, flooring, etc.
5. **Plumbing:** All plumbing fixtures (toilets, tubs, showers, sinks). Exterior hose bibs excluded.
6. **Vents:** dryer vents including the cleaning of dryer vents to prevent lint build up, range hood maintenance.
7. **Electrical:** all interior electrical as well as exterior entrance lighting including the fixture and bulbs. ELLA Council retains the right as to the size and colour of the bulb.
8. **Insurance:** proper insurance will be in place at all times to cover the contents of the unit and any improvements made to the interior of the unit. Owners should also ensure that their insurance covers the \$10,000 deductible in case of water damage that originates from their unit.
9. **Maintenance:** all clearing to sliding windows, patio doors, and maintaining the patios, entrances, parking, and driveways in a clean, orderly manner. The care and maintenance of door sweeps and thresholds of all doors. Maintenance and repair for all front and rear arbours and/or trellises except for carport trellis.
10. **Landscaping:** flowers, shrubbery, and edging will be maintained by the subleasee and must at all times be kept in a neat, tidy and trimmed condition. Any major changes to these flower beds must be approved by Council. Should retaining walls be desired, a request to Council must be approved prior to such an improvement. The maintenance and liability of such retaining walls built by the sublease will be their responsibility.
11. **Mechanical:** air conditioning, heating, hot water tanks, water softeners are the owners' responsibility.

12. **Satellite dishes:** cannot be installed on the roof or front entrance and remain the sole responsibility of the owner. Any damage to the building caused by improper installation or leakage causing damage to the protective shell of the building will be the responsibility of the sublessee.
13. **Sewer pipes:** sewer pipes from the inside of each unit to the fixtures (toilets, sinks, tubs, showers) is the responsibility of the subleasee (owner).
14. **Water:** all piping, shut off valves and fixtures in line after the isolation valve in the laundry/utility room are the responsibility of the subleasee (owner).
15. **Garage:** cracks in garage floor.
16. **Walls:** the interior dividing walls, the vapour barrier and the drywall including the garage areas.
17. **Patios:** rear and side patios that have tiles/wood installed over the original concrete.
18. **Fences:** any small fences on the lawns parallel to the two units sharing costs involved.
19. **Snow removal:** the responsibility of snow removal from the roadway to the unit entrance, including the driveway, deck and stairs.
20. **Carport roof:** The modified carport roofs on units #114-4 & #123-4 will be maintained by the sublease owner.

## **LAKE FRONT HOME, LAKEFRONT COTTAGE AND NON LAKE FRONT COTTAGE PROPERTIES**

### **ELLA will be responsible for:**

1. **Wiring from the transformer to the meter.**
2. **Water lines up to and including the street shut off.**
3. **Main sewer line from the point of connection where the property ties into it.**
4. **The maintenance of lot 93 as outlined in schedule F of the bylaws. It does not include sand for recreational purposes on beach access.**

### **The Subleasee (owner) is responsible** for the following:

1. **Ground and landscaping maintenance:** Trees, shrubs, flower beds and lawn maintenance within the sublease property lines are the responsibility of the owner. **Landscaping** must be kept in a neat, tidy and trimmed condition. If a tree becomes a safety concern, the Association may trim or remove the tree at the expense of the owner. Any major changes to these flower beds must be approved by Council. Should retaining walls be desired, a request to Council must be

approved prior to such an improvement. The maintenance and liability of such retaining walls built by the sublease will be their responsibility.

2. **Snow removal:** the responsibility of snow removal from the roadway to the unit entrance, including the driveway, deck and stairs is the owner's responsibility.
3. **Dwelling maintenance:** subleases (owners) are responsible for all interior and exterior maintenance of the dwelling. This includes but is not limited to:
  - a) **Wiring:** supply and maintain proper wiring from the meter to the living space.
  - b) **Electrical:** all interior electrical as well as exterior entrance lighting including the fixture and bulbs.
  - c) **Windows: Doors:** all exterior doors, latches, locks and all the mechanisms required to operate same.
  - d) **Interior:** the **complete interior of the unit** in its entirety including painting, drywall cracks, cabinetry, flooring, etc.
  - e) **Plumbing:** plumbing fixtures, water lines. Exterior hose bibs.
  - f) **Vents:** dryer vents including the cleaning of dryer vents to prevent lint build up, range hood maintenance
4. **Insurance:** proper insurance should be in place at all times to cover the contents of the unit and improvements made to the interior of the unit. As per the bylaws.
5. **Maintenance:** Maintain entrances, parking, and driveways in a clean, orderly manner. Maintenance and repair for all front and rear arbours and/or trellises.
6. **Mechanical:** air conditioning, heating, hot water tanks, water softeners are the owners' responsibility.
7. **Sewer pipes:** sewer pipes from the inside of each Home to the main sewer line are the responsibility of the owner.
8. **Water:** all piping, shut off valves fixtures in line after the street shut off valve.
9. **Exterior Walls**
10. **Roof/facia/gutters/down spouts/roof vents**
11. **Patios/Driveways/foundations/Fences**

## **ELLA RV LOT PROPERTIES**

### **ELLA will be responsible for:**

1. **Wiring from the transformer up to and including the breaker on the utility post on the RV pad.**
2. **Water lines up to and including the first isolation valve below the frost line on the utility post on the RV Pad.**

3. **Main sewer line from the point of connection where the RV pad ties in.**

**The Subleasee (owner) is responsible** for the following:

1. **Ground and landscaping maintenance:** Trees, shrubs, flower beds and lawn maintenance within the sublease property lines are the responsibility of the owner. **Landscaping** must be kept in a neat, tidy and trimmed condition. If a tree becomes a safety concern, the Association may trim or remove the tree at the expense of the owner. Any major changes to landscaping must be approved by Council. Should retaining walls be desired, a request to Council must be approved prior to such an improvement. The maintenance and liability of such retaining walls built by the sublease will be their responsibility.
2. **Snow removal:** the responsibility of snow removal from the roadway to the unit entrance, including the driveway, deck and stairs is the owner's responsibility.
3. **Dwelling maintenance:** subleases (owners) are responsible for all interior and exterior maintenance of the RV or Park model. This includes but is not limited to:
  - a) **Wiring:** supply and maintain proper wiring from the meter to the living space.
  - b) **Electrical:** all interior electrical as well as exterior entrance lighting including the fixture and bulbs.
  - c) **Windows: Doors:** all exterior doors, latches, locks and all the mechanisms required to operate same.
  - d) **Interior:** the **complete interior of the unit** in its entirety including painting, drywall cracks, cabinetry, flooring, etc.
  - e) **Plumbing:** plumbing fixtures, water lines. Exterior hose bibs.
  - f) **Vents:** dryer vents including the cleaning of dryer vents to prevent lint build up, range hood maintenance
4. **Insurance:** proper insurance should be in place at all times to cover the contents of the unit and improvements made to the interior of the unit. As per the bylaws.
5. **Maintenance:** Maintain entrances, parking, and driveways in a clean, orderly manner. Maintenance and repair for all front and rear arbours and/or trellises.
6. **Mechanical:** air conditioning, heating, hot water tanks, water softeners are the owners' responsibility.
7. **Sewer pipes:** the owner is responsible from the inside of each RV or Park Model to the point of connection to the main sewer line.
8. **Water:** all piping, shut off valves and fixtures in line after the first isolation valve below the frost line on the utility post on the RV Pad.
9. **Exterior Walls**
10. **Roof/facia/gutters/down spouts/roof vents**



## 11. Patios/Driveways/foundations/Fences

### **TURTLE LODGES RV PARK**

#### **ELLA will be responsible for:**

1. **Water lines up to and including the street shut off to the RV park.**
2. **Main sewer line from the point of connection where the RV properties tie in.**
3. **Wiring from the transformer to the meter shack.**

#### **Turtle Lodges is responsible** for the following:

1. **Ground and landscaping maintenance:** Trees, shrubs, flower beds and lawn maintenance within the sublease property lines are the responsibility of the owner. **Landscaping** must be kept in a neat, tidy and trimmed condition. If a tree becomes a safety concern, the Association may trim or remove the tree at the expense of the owner. Any major changes to these flower beds must be approved by Council. Should retaining walls be desired, a request to Council must be approved prior to such an improvement. The maintenance and liability of such retaining walls built by the sublease will be their responsibility.
2. **Snow removal:** the responsibility of snow removal from the roadway to the unit entrance, including the driveway, deck and stairs is the owner's responsibility.
3. **RV office/bathrooms/laundry rooms maintenance:** sublease owner is responsible for all interior and exterior maintenance. This includes but is not limited to:
4. **Wiring:** supply and maintain proper wiring from the meter to the dwelling.
5. **Electrical:** all interior electrical as well as exterior entrance lighting including the fixture and bulbs.
6. **Windows: Doors:** all exterior doors, latches, locks and all the mechanisms required to operate same.
7. **Interior:** the **complete interior of the building** in its entirety including painting, drywall cracks, cabinetry, flooring, etc.
8. **Plumbing:** plumbing fixtures, water lines. Exterior hose bibs.
9. **Vents:** dryer vents including the cleaning of dryer vents to prevent lint build up, range hood maintenance
10. **Insurance:** proper insurance should be in place at all times to cover the contents and improvements made to the building.
11. **Maintenance:** Maintain entrances, parking, and driveways in a clean, orderly manner

12. **Mechanical**: air conditioning, heating, hot water tanks, water softeners are the owners' responsibility.
13. **Sewer pipes**: the owner is responsible from the inside of each building or RV to the point of connection to the main sewer line at the street.
14. **Water**: all piping, shut off valves and fixtures in line after the street shut off valve.
15. **Exterior Walls**
16. **Roof/facia/gutters/down spouts/roof vents**
17. **Patios/Driveways/foundations/Fences**

## **APPENDIX A**

### **Ellison Lake Leaseholders Association**

#### **Guidelines for Use of the Parking Compound**

**Effective June 2013**

##### **Who can use the compound:**

1. Spaces in the compound will be allocated to resident sublease holders only and not tenants of sublease holders. 1 spot per resident sublease holder.
2. In order for a spot to be allocated all fees must be up to date
3. If there are some parking spaces left vacant, then the parking compound committee will, at its discretion, allow owners a second allotment. These will be allocated only until a resident sublease holder requests a space for an allowed vehicle.

##### **What can be stored in the compound:**

1. Each spot will be restricted to recreational vehicles e.g. boats, recreational trailers, skidoos, sea-doods, ATV's, canoes/kayaks, etc. or seasonal vehicles e.g. vehicles that are used only in summer or winter.
2. All vehicles in the compound will be licensed and have a minimum of storage insurance.
3. No unlicensed and/or uninsured vehicles will be allowed in the compound.
4. This storage compound is not for long term storage.

##### **Access:**

1. The lock to the compound may be changed when deemed necessary, and each owner with an allocated spot will be given one key.
2. A key deposit may be required.
3. That owner will be responsible for the key and will be the 'go to' person for anyone requiring access to his/her stored vehicle

##### **Portable Garages:**

1. The quality of any portable garages to be constructed in the compound must be approved by the Parking Compound Committee or Council
2. All existing portable garages must meet the same standard and be maintained.
3. The purpose of portable garages is to be shelter for RV's; in fairness to all owners the portable garages should not be used as a personal storage unit for household or miscellaneous items.

##### **Maintenance:**

1. Each spot must be kept clean by the user, clear of weeds, garbage and no storage of flammable or dangerous materials.