

Syndicate of Neufchatel Terrace Co-Owners

Co-owner's Guide

2015 Edition

(Revised and approved by the Board of Directors in December 2015)

This guide supersedes the one published in 2010

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Syndicat des Copropriétaires de Terrasse Neufchatel

Table des matières – Guide du Copropriétaire

Chapter 1

Legal foundation of the Neufchatel Terrace Co-ownership.....	4
1.1 The importance of the Declaration of Co-ownership.....	4
1.2 Owner and co-owner.....	5
1.3 Administration of the co-ownership.....	6
1.4 Communications.....	8

Chapter 2

List of particular circumstances requiring a prior approval from the Board of Directors.....	10
2.1 Renovations inside the townhouse.....	10
2.2 Renovations outside the townhouse.....	10
2.3 Rental of a townhouse	11
2.4 Forms to be used.....	11

Chapter 3

Harmony, equity and uniformity: the keys to success.....	12
3.1 Recreational areas.....	12
3.2 Traffic on pedestrian walkways.....	13
3.3 Public spirit.....	13
3.4 Smoke detectors	14
3.5 Exterior lights.....	14
3.6 Sanitary sewers.....	14
3.7 Front doors.....	14
3.8 Neighbourhood parties.....	14
3.9 Fireplaces.....	15
3.10 Rental of a townhouse	15
3.11 Inside renovations	15
3.12 Garbage rooms	16
3.13 Front entranceways.....	17
3.14 Sale of a townhouse.....	17

TERRASSE NEUFCHATEL

The construction of the 163-unit Neufchatel Terrace residential complex was completed in 1973. Throughout the years, owners have come and gone. Some have been residents since the beginning, while others came back after leaving because they missed a great way of life. The reputation of Neufchatel Terrace has improved year after year, and those who live here do so for many reasons:

- Comfortable and functional houses
- Reasonable monthly contributions
- Conscientious and responsible administration
- Proximity to all services
- Safe environment for children
- Beautiful landscaping
- Well-maintained common portions
- Equity and good relations between co-owners

The existing harmony is the result of efforts and cooperation by everyone . Co-ownership calls for some involvement by all residents. To reconcile the interests and expectations of 163 co-owners is no small task and cannot be achieved arbitrarily, on the spur of the moment. The administration of a co-ownership is primarily based on the application of rules established by the Declaration of Co-ownership.

The respect of both private and common rights is guaranteed by the operating rules that co-owners have established throughout the years. These rules protect the continuity, homogeneity and uniformity necessary to co-ownership life, and assure equity between co-owners.

This new edition of the Co-owner's Guide is a résumé of what must be known to adapt oneself and to become integrated as a Neufchatel Terrace co-owner. Its purpose is to enlighten present and future co-owners as to the practices currently applied in the administration and management of our residential complex.

The first chapter covers the Declaration of Co-Ownership and explains the fundamental aspects of our condominium administration; the second and third chapters cover the rules that Directors and co-owners must follow to be in conformity with the decisions already made and the existing operating agreements. **The Syndicate's regulations in effect can now be found under the REGULATIONS tab.**

THIS GUIDE HAS NO LEGAL VALUE. In case of litigation, a co-owner must evidently refer to the Declaration of Co-ownership as amended to conform to the Province of Quebec Civil Code, as well as to the applicable regulations.

We invite all Neufchatel Terrace co-owners to read this guide, to familiarize themselves with its contents and to use it as a reference. It will be amended when current regulations are modified, or when new ones are added.

Chapter 1

Legal foundation of the Neufchatel Terrace Co-ownership

It is important to address certain aspects of the Declaration of Co-ownership which, with the Quebec Civil Code, constitute the legal foundation of this co-ownership. These aspects are: the importance of the Declaration of Co-ownership, the division and the definition of the areas, its administration and communications.

1.1 The importance of the Declaration of Co-ownership

The Neufchatel Terrace Declaration of Co-ownership was established on April 11, 1973, was first amended on March 29, 1985, amended a second time on February 27, 1995, and once again on May 21, 2014. It falls under articles 1038 to 1109 of the Quebec Civil Code. The Syndicate of the Neufchatel Terrace Co-owners is a **legal entity** whose responsibility is to preserve the immovable and its destination (residential homes), to maintain and manage the common portions, to protect the rights appurtenant to the property or to the co-ownership, and to take all measures of common interest.

The Declaration of Co-ownership **binds all co-owners upon the purchase of their town house**. Each co-owner owns one fraction of the co-ownership that represents a private portion which is one town house, and **a percentage share of the common portions**. Therefore, all co-owners have both individual and collective rights. The Declaration of Co-ownership also includes the description of the different private and common portions. **It also specifies the respective powers and duties of the directors and the Syndicate representing the co-owners collectively**. Since it is a public contract, all parties must respect its terms.

Therefore, to be or to become the co-owner of a residence at Neufchatel Terrace entails **the recognition of the Syndicate as a legal entity and of the powers it possesses, the obligation to respect the objectives pursued by this Syndicate, and a formal commitment to conform to the Declaration of Co-ownership that governs the administration and management of the co-ownership**. It is therefore important for each co-owner to have a copy of the Declaration of Co-ownership and its amendments, to read it, to refer to it, to conform to it and, if needed, to use it to defend his rights.

The Declaration of Co-ownership **can be amended by co-owners during Annual General Meetings or Special Meetings annual** in accordance with the particular rules on this subject.

1.2 Owner and co-owner

It is not always easy or obvious, in day-to-day activities or over the years, to differentiate **personal property** from **collective property** of which each co-owner owns a percentage share, and for which he is **personally and collectively responsible**. The Declaration of Co-ownership defines and sets limits for personal rights and collective rights by dividing our residential complex in three categories: the exclusive or private portions, the common portions with restricted use, and finally, the common portions. They are defined as follows:

- **The exclusive or private portion**

The exclusive or private portion represents the buildings and land that are the property of a specific co-owner and that are for his exclusive use alone. The exclusive or private portion includes all components inside the **townhouse**, which are walls, doors, heating system, electrical wiring, plumbing, air ducts, etc. All exclusive or private portions are inside the unit.

The owner has the right to enjoy his exclusive or private portion as a single family residence provided the rights of the other co-owners are not impaired. The co-owner is also responsible to maintain his exclusive or private portion in good condition and to keep his unit well maintained and in good repair. The co-owner must abstain from doing work that will alter the structure, or unnecessarily disturb the neighbours.

- **Common portions with restricted use**

Common portions with restricted use are portions of the buildings and land that are the property of all co-owners but which can be used by only one co-owner.

For example, the common portions with restricted use include patios, windows, front and patio doors, indoor parking spaces, the section of roof where a heat pump or a central air-conditioning unit is installed, the roof garden planter and the front entranceways leading to the common walkways.

- **Common portions**

Common portions are portions of the buildings and land owned by all co-owners (percentage share of the total ownership) that may be used by all. Common portions include roofs and garages of units, outside walls of units, garages, outside parking areas, all parts of the land, including green areas and areas reserved for recreational activities (pool and playground), and equipment acquired for cleaning, operation and management of the property.

1.3 Administration of the co-ownership

Since its constitution, the Neufchatel Terrace Syndicate of Co-owners administers the co-ownership, using the following entities:

- **The Board of Directors**

The Board of Directors of the Terrace Neufchatel Syndicate is currently made up of nine members. This number may vary between six (6) and nine (9). Elected during the General Annual Meeting, the members of the Board of Directors share the work according to their skills, experience and availability. These functions are: President, Vice-President, Secretary, Treasurer, and members responsible for sub-committees such as landscaping, buildings, swimming pool, etc. Acting on a voluntary basis, they hold meetings once a month or more often according to the needs and the current projects. **They act in the name of the Syndicate and must do so within the limits of their mandate as established by Law, the Declaration of Co-ownership and the regulations.**

They have all the powers and duties allowed by the Declaration of Co-ownership. Their first duty is to maintain the property in good condition and to ensure respect of the regulations. They must also ensure that the rights and duties of co-owners are respected in accordance with the regulations of the Declaration of Co-ownership or the Quebec Civil Code, if the Declaration of Co-ownership fails to cover some subjects.

Minutes of the Board of Directors' meetings will be available on the Syndicate's Web site: neufchatelterrace.ca.

- **The Manager**

Hired by, reporting to the Board of Directors, and remunerated through the Syndicate funds, the Manager is responsible for the preservation, maintenance and general management of the property in accordance with the Declaration of Co-ownership. He must coordinate, plan, supervise and direct activities related to the administration and the management of the finances, equipment and human resources of the Co-ownership.

The Manager attends all Board of Directors' meetings, but has no right to vote.

The Manager's contract is renewable every second year. Failing a renewal, a call for tenders must be executed.

Only the Board of Directors, assembled for a meeting, has the power to give instructions to the Manager. In case of emergency or absolute necessity, the President or his delegate may take all necessary measures.

- **The contractors**

Most of the work is done by a contractor who is mandated to make everyday and short-term repairs, as well as carry out the preventive maintenance established by the Manager and approved by the Board of Directors. Finally, seasonal contractors, supervised by the Manager, may be hired for specific contracts such as landscaping, pool maintenance and supervision, etc.

The budget is established according to the sums necessary to meet expenses for the operation of the property, and more specifically, those required for the preservation, maintenance and administration of the common portions. The main source of revenue comes from the co-owners' monthly contributions to the common expenses.

Expenses are divided into two funds: the **Operation Fund** and the **Contingency Fund**. The **Operation Fund** covers everyday expenses occurring during the fiscal year, and includes an allowance for unforeseen expenses. The **Contingency Fund** covers extraordinary maintenance expenses that occur less than once a year, as well as repairs or replacements required in case of damage, depreciation, etc. In relation to the total budget, the percentage of the contingency fund must represent a minimum of 5% of the monthly contributions to common expenses as stipulated in the Quebec Civil Code. Other funds may be created as required to cover major expenses.

Co-owners are consulted on the budget proposed by the Board of Directors during the Annual General Meeting.

- **Monthly contributions**

Each co-owner has the obligation to contribute to all expenses related to the common portions for their preservation, maintenance and administration. The maintenance services for the common portions cover the roofs, the outside walls, the chimneys, the garages, the parking areas, the swimming pool, the playgrounds, fences, landscaping, grass mowing, snow removal from the garage entrances, parking areas and sidewalks, etc.

Regular contributions to common expenses and special contributions are fixed by the Board of Directors in proportion to the type of unit. They are payable on the first day of each month, either by post-dated cheques for a year's worth of contributions, or by pre-authorized bank debits.

Lateness in the payment of contributions will be liable to a 1.5 % interest fee each month from the due date. Moreover, a notice of lien or a legal mortgage may be registered by the Board of Directors on a unit whose owner is in default of payment.

When a unit is sold, the percentage share of the accumulated contribution to the **Contingency Fund** belongs to the Syndicate and cannot be reimbursed at any time. However, it could be negotiated between the seller and the buyer, and the negotiated amount could be taken into account in their transaction. Upon request, the Manager will identify the amount in reserve to the selling owner.

- **Insurance**

Each year, the Board of Directors takes out insurance for the common portions and the private portions of the property. A copy of the insurance certificate is given to all co-owners with the documentation for the Annual General Meeting. The property insurance covers replacement of the property as originally built only and not in its renovated condition. Co-owners must therefore protect their personal belongings as well as all improvements and betterments to their unit since its construction, and cover third person liability by means of a personal home insurance policy.

1.4 Communications

The obligation to pay a monthly contribution used for the maintenance and preservation of the common portions gives to each co-owner the right to be informed on the administration of the property. There exist several occasions where co-owners may be informed of or question decisions taken in relation to the operation and administration of our residential complex. They are:

- **The Annual General Meeting**

Each year, a General Meeting takes place in March. Co-owners are informed at least twenty (20) days in advance. Since the fiscal year ends on December 31, the General Meeting must take place within ninety (90) days of that date. In the course of this meeting, co-owners are entitled, among other things, to receive the previous year's financial statements, to approve the appointment of next year's Auditors, to elect Directors and discuss questions that might be raised by attending co-owners. To add an item on the agenda, a co-owner must make a request in writing to the Board of

Directors at least five days before the General Meeting. During this meeting, the Board introduces next year's budget. Each co-owner can thus follow the evolution of the property management, and ask questions he deems necessary to the Board.

The quorum for this meeting is constituted by co-owners holding a majority of the votes.

Any co-owner who has not paid his share of the common expenses for more than 3 months is deprived of his voting rights at meetings.

- **Special meetings**

A special meeting of all co-owners may be called either by the Directors, or by at least one quarter of all co-owners' votes, and must concern only the items mentioned in the Notice of Convocation.

- **Votes**

When decisions require a vote, each co-owner is entitled to a number of votes proportionate to the relative value of his townhouse: three bedrooms (centre), 3 bedrooms (corner), 4 bedrooms (centre), 4 bedrooms (corner). In general, decisions are made by a majority of the votes.

- **Proxies**

Before the meeting is held, a co-owner who knows he will be unable to attend may designate a Director or another co-owner to represent him (proxy). Appropriate forms for that purpose are always included in the meeting's Notice of Convocation. It is advisable, in view of obtaining a quorum, that absent co-owners be represented.

- **Board of Directors' meetings**

Every co-owner may also inform the members of the Board of Directors of his observations, interests and expectations regarding the management of the property. The co-owner may request to attend a monthly meeting of the Board to present his point of view. It is however up to the Board of Directors to consider these requests or reject them, as applicable. On the other hand, such a step may initiate an evaluation that could lead to decisions beneficial to all co-owners.

- **Web site**

In 2016, Neufchatel Terrace acquired a Web site on which can be found the most important information on the Co-ownership, minutes of the General Annual meetings and Board meetings, as well as current notifications. The site will also be an easy way to contact the Manager. It may be reached at neufchatelterrace.ca.

Chapter 2

List of particular circumstances requiring a prior approval from the Board of Directors

To make the administration of the Declaration of Co-ownership and of the Regulations adopted by the co-owners throughout the years as efficient and as equitable as possible, the Board of Directors must be informed of all projects that co-owners wish to undertake; the Board must authorize their execution in case the common portions could be directly or indirectly involved. **This measure is not meant to restrict co-owners' rights; its purpose is to avoid situations where renovations would damage or alter the common portions or the structure of the building. It also serves to maintain the uniformity of our residential complex, thus safeguarding the high value of the townhouses.**

The authorization request must be submitted to the Board of Directors in writing, together with detailed plans and specifications showing the nature of the work to be done and, if applicable, dimensions, the construction material to be used, etc. It must also be presented at least three weeks before the start of the work. For want of the Board's authorization and in case of non-compliance to the established standards, the co-owner will have to modify his renovations to respect the regulations, at his own expense. Prior work authorization must be obtained for:

2.1 Renovations inside the townhouse

- Renovations involving walls, ceilings, removal of walls, installation of special household appliances.
- Replacement of windows or patio door.

2.2 Renovations outside the townhouse

- Rooftop installations: (at the co-owner's expense).
 - Satellite dish, central air-conditioner, heat pump.
- Planting:
 - Flower box under the kitchen or bedroom window.
 - Planting trees or shrubs in front and in the back of the townhouse.
- Patio modifications:
 - Enlargement or replacement of the material.

- Letter box and newspaper box.

2.3 Rental of a townhouse

- A written agreement to respect all regulations must be obtained. (See the Co-owner's Guide 2015, article 3.10)

2.4 Forms to be used

- Please see the FORMS tab.

Chapter 3

Harmony, equity and uniformity: the keys to success

This chapter covers the many rules to be respected to ensure a good quality of life in our residential complex. While some of these have been either adopted by the Board of Directors, or at the Annual General Meeting of the Co-owners, and are recognized as Regulations, others were the object of amendments to the Declaration of Co-ownership.

3.1 Recreational areas

A swimming pool, a wading pool, a playground, a basketball enclosure and a “petanque” court, located in the middle of our residential complex, are at the co-owners’ disposal.

The swimming pool and the wading pool are opened from the end of June until Labour Day. The opening hours and regulations are distributed each year to all co-owners and are posted at the entrance door. Every day, from 6.00 to 7.00 pm, as well as for the last 15 minutes of every hour, the pool is reserved for adults aged 16 years and over. Lifeguards are on duty during opening hours, but children less than 7 years of age must always be accompanied by an adult, either in the pool or close to it.

In the pool area, lounging chairs and parasols are available. Smoking is only allowed in designated areas near the fence where ashtrays are available. No alcohol or food consumption is permitted at the pool or its surroundings.

A wading pool is also available for young children. Since this area is not supervised by the swimming pool lifeguard, parents are responsible for the supervision of their children.

Next to the pool area, a sandpit, a slide and swings are available to young children. To provide a clean and sanitary environment for our children, it is requested that owners of pets keep their animals from relieving themselves in the sand.

The basketball area is well appreciated by children and teens. The fences around the court are expensive and we therefore ask youngsters to cooperate in their preservation by refraining from climbing on them.

These play areas all close at 9.00 pm so that nearby co-owners can enjoy their peace and quiet.

3.2 Traffic on pedestrian walkways

Motor bikes, motor scooters and other motorized vehicles such as delivery or moving trucks are not allowed on the property's walkways.

Bicycles must go slowly and riders must always be prepared to stop to avoid playing children or pedestrians. The same goes for skateboards, roller skates and scooters. In view of the noise generated by these, their use is prohibited after 9.00 pm.

3.3 Public spirit

The fact that houses are so close to each other means that co-owners have to keep in mind that their behaviour, their family's and their guests', may affect the quality of life of other residents and, conversely, that their own quality of life depends on the behaviour of others.

We would like to remind everyone that our townhouses are not sufficiently soundproof to prevent our neighbours from being disturbed by high volume noise levels coming from television sets, audio equipment or others.

Surveillance and mutual assistance between neighbours are the best ways to avoid unpleasant incidents. **When something seems suspicious, the police should be immediately notified.**

Respect for the common portions is also everybody's responsibility since their premature deterioration will result in increasing our monthly contributions. Also, parents of children caught in acts of vandalism will be informed in writing of the damage caused to the property and will have to bear the cost of repairs, if need be.

Public spirit at all times is one of the most important requisites for enjoying life at Neufchatel Terrace.

The municipal By-Law which stipulates that the city must be quiet after 11.00 pm applies to the condominium as well. If you are bothered by neighbours, do not hesitate to notify the police department.

3.4 Smoke detectors

A municipal By-Law requires that each unit be equipped with a functioning battery-operated smoke detector on each floor. This By-Law must be respected by everyone.

3.5 Exterior lights

The inspection of all exterior lights is carried out regularly by the maintenance crew. However, should a co-owner notice that a light bulb is defective, he should notify the Manager to have it replaced. The same applies to all lights in walkways and parking areas.

3.6 Sanitary sewers

It is important to always avoid throwing disposable diapers, sanitary napkins, dental floss, pet litter, etc. in toilets, in order to avoid usually high expenses to clean the common drainage system that serves all private portions, and which would unnecessarily increase our property's expenses.

3.7 Front doors

All front doors are made of high-quality steel. The manufacturer suggests washing the door and the small aluminium panel under the window with soapy water. A coat of wax (non-abrasive automobile wax) can also be applied once a year. It is also recommended to occasionally apply a lubricating spray (Jig-A-Loo) on the weather strip around the door, on the inside hinge strap, and on the mail slot.

It is forbidden to perforate the front door to install a knocker or other decorations because it would compromise the door's watertightness and invalidate the warranty.

It is possible to buy an S-shape plastic hook especially designed to hang decorations.

3.8 Neighbourhood parties

Summer time is perfect for socializing. To allow co-owners to mingle with their neighbours, two parties are organized on the pool ground: first a hot dog party in June

to celebrate the arrival of summer and the opening of the pool, then a corn roast, which takes place in late August.

3.9 Fireplaces

It is important to burn only wood in fireplaces in order to minimize the accumulation of creosote on chimney walls. All other products such as plastics, cardboards, etc. that could produce toxic gases must be avoided.

Chimneys are swept every year in the spring. A notice is transmitted to remind co-owners to close the damper and the fireplace doors in order to avoid soot in the house.

Every co-owner is responsible for the upkeep of the hearth and should have his chimney swept more thoroughly every now and then according to his personal needs.

Only one cord of firewood may be kept in the garage parking area as tolerated by the City (see Regulation No 15, article 15.6.1), but kindling should be kept within the unit considering its high flammable risk.

3.10 Rental of a townhouse

A co-owner may rent his townhouse. He must however inform the tenant of the regulations in effect and ensure that he abides by them. In addition, he must supply to the Syndicate the name and address of the tenant. As stipulated in the Declaration of Co-ownership, a letter in which the tenant promises to respect the applicable regulations must be signed by the tenant, the owner and the Manager, and must be kept in the records of the Syndicate. The form to be used can be found under the Forms tab. The owner who rents his unit is not released from his obligations towards the co-ownership.

Furthermore, the Declaration of Co-ownership forbids the partial rental of the house, as well as the transformation of the townhouse into furnished rooms for the purpose of rental.

3.11 Inside renovations

To avoid possible damages to the building structure (common portion) caused by inside renovations, a co-owner who wishes to modify the existing inside walls of his house

must submit plans and specifications to obtain an authorization from the Board of Directors before starting the work, even if it involves a private portion. In case of non-compliance to this regulation, the co-owner will be held responsible for all damages done to the structure, if applicable.

3.12 Garbage rooms

Domestic waste is collected once a week on Monday while the recycling collection takes place on Thursday. Containers are taken outside by the maintenance personnel.

There are garbage rooms in all garages. Because it is most unpleasant to have a smelly garage, it is essential that everyone cooperates to keep the garbage rooms as clean and as functional as possible.

Domestic waste, disposable diapers and cat litter must be put in **plastic bags**. They are to be disposed of in the **BIG BLACK CONTAINERS**. **It is extremely important to adequately close green or black and shopping bags that are used for garbage disposal. Poorly closed bags encourage the proliferation of worms which contaminate the containers or the cement when they are left on the floor. All garbage bags must be put in the containers provided to that effect.**

Paper products must be put in the recycling containers. Boxes must be squashed or undone beforehand.

Glass, plastic and aluminium products must be put in the proper recycling containers. In order to eliminate odours, rinse all bottles, jars and cans before placing them in the blue containers.

For die-hard lovers of a charcoal BBQ, it is necessary to **wait until briquettes and cinders have cooled down** before putting them in the garbage container in order to avoid fires.

Very heavy garbage (earth, grass, etc.) should not be put in garbage containers. The maintenance contractor will pick them up after the concerned co-owner has made prior arrangements by phone.

For very large objects (beds, mattresses, furniture, appliances), call Eric Tinkler at 514-222-3436. Do not put them in the black containers, nor in the garbage room. Leave them in the garage, along the wall of your townhouse.

Construction garbage cannot be left in the garbage rooms or put in the black containers. They must be disposed of by the contractor or the co-owner.

Hazardous waste material (paint, tires, solvents, etc.) should not be left in the garbage rooms. The co-owner must carry these to one of the three Eco-centres of the Longueuil Agglomeration.

3.13 Front entranceways

Each co-owner is responsible to clean the snow between the common sidewalk and his front door. To avoid damaging the door, a plastic shovel is strongly recommended.

To protect the roof garden, it is forbidden to put salt on the sidewalks. Only sand and stone dust is allowed.

3.14 Sale of a townhouse

It is forbidden to plant a sign on the common portions to avoid damage to the roof garden membrane. Two notice boards, (one on Simard Boulevard and one on Victoria Avenue) are available for posting “For Sale” signs. It is also permissible to put a simple sign in one of the house’s front windows. Once the sale has been concluded, the sign must be immediately removed.