
BYLAWS

**STRATA PLAN BCS 907
VILLA JARDIN**

**6833 STATION HILL DRIVE,
BURNABY, B.C.
V3N 5E1**

(Approved September 26, 2005)

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Preamble

These bylaws bind the strata corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the strata corporation and each owner, tenant and occupant and contained covenants on the part of the strata corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the strata corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43. For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and "a resident" means collectively, an owner, a tenant and an occupant.

SECTION I: Duties of Owners, Tenants, Occupants and Visitors

1. Compliance with bylaws and rules

- 1.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.

2. Payment of strata fees and special levies

- 2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$100.00 for each contravention of bylaw 2.1.
- 2.3 An owner must provide the strata corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit from the owner's bank account.
- 2.4 Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with bylaw 2.3 is a contravention of bylaw 2.3 and the strata corporation will levy a fine of \$100.00 for each contravention. Each dishonoured cheque or dishonoured automatic debit will be subject to a fine of \$100.00 and an administration charge of \$30.00.
- 2.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 2.6 Failure to pay a special levy on the due date will result in a fine of \$100.00 for each contravention of bylaw 2.5.

- 2.7 Where an owner fails to pay a special levy in accordance with bylaw 2.5, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.

3. Repair and maintenance of property by owner

- 3.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 3.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

4. Use of property

- 4.1 A resident or visitor must not use a strata lot, the common property or common assets in a way that
- (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- 4.2 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- 4.3 An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.
- 4.4 An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of bylaws 4.1, 4.2 and 4.3, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.

- 4.5 A resident must not use, or permit to be used, the strata lot except as a private dwelling home and, unless granted prior written approval by the council, a resident must not allow more than two persons to occupy a strata lot originally designated by the owner developer as a one bedroom unit and not allow more than four persons to occupy a strata lot originally designated by the owner developer as a two bedroom unit and not allow more than six persons to occupy a strata lot originally designated by the owner developer as a three bedroom unit. For the purposes of this bylaw 4.5, a "person" is defined to include children, but exclude visitors staying for less than 30 days with an owner, occupant or tenant of a strata lot.

5. Pets and animals

- 5.1 A resident shall not keep animals, livestock, fowl, reptiles or pets in any strata lot or on common property other than:

- (a) Cats or dogs to a maximum of two (2). Dogs must be on a leash when on common property and all pets must be under the full control of the owner at all times.
- (b) Two caged budgies, canaries, or other small domestic type caged birds of similar size as a canary or budgie, per strata lot.

- 5.2 Aquariums for the display of tropical fish must be of sturdy nature and the owners of such aquariums will be held responsible for any damages arising to common property or any strata lot as a result of leakage or spillage from the aquarium. The strata lot owner shall not be able to make a claim on the Strata Corporation's insurance policy in the event of damage to their strata lot.

- 5.3 If the Strata Council receives a written complaint about a Pet, then the Strata Council shall give written notice of the complaint to the Pet Owner. The Pet Owner shall have five (5) days from the date such notice is received by him/her within which to make written representation to the Strata Council in response to the complaint. If, upon due consideration of the complaint and any response thereto, the Strata Council, in their sole discretion, resolves that the Pet is unsafe or a nuisance, then Strata Council shall give notice of its resolution, stating the grounds for their decision to the Pet Owner. Any such Pet shall be permanently removed from Villa Jardin within thirty (30) days after the day on which such notice is delivered to the Pet Owner. Should such Pet Owner fail to remove their Pet permanently from Villa Jardin, then the Strata Council may

- (a) levy a fine for contravention of this by-law in accordance with Bylaw 27.1;
- (b) take legal action to require the removal of such pet;

Any costs (including all legal costs on a Solicitor Client basis) resulting from such actions shall be the sole responsibility of the Strata Lot Owner. For the purposes of this Bylaw, a nuisance shall be defined as excessive noise, or damage being done to the common property, or aggressive behaviour towards Residents.

- 5.4 All residents and tenants who own a dog(s) must complete a Villa Jardin Dog Registration form that demonstrates:
- i) the dog has an up-to-date rabies vaccination;
 - ii) the dog has an up-to-date Burnaby Dog License;
 - iii) a condominium/apartment insurance policy that has Comprehensive Personal Liability of at least one million dollars to cover lawsuits arising from dog attacks.

- 5.5 All dogs that reach a shoulder height of over 40 cm (approximately 16 inches) at full maturity or a weight of over 20 kg (44 pounds) AND have any of the following breeds in their lineage, are considered potentially dangerous and shall wear muzzles while on Villa Jardin common property.

Akita	Bull Terrier	Presa Canario
Alaskan Malamute	Cane Corso	Pit-Bull Terrier
American Staffordshire Terrier	Chow Chow	Rhodesian Ridgeback
Beauceron	Doberman Pinscher	Rottweiler
Briard	German Shepherd	Siberian Husky
Boxer	Great Dane	Staffordshire Bull-Terrier
Bullmastiff	Mastiff	

- 5.6 Visitors' animals brought onto the common property or limited common property shall be subject to the same rules of behaviour and restraint as apply to owner's animals. Each owner shall be fully responsible for animals accompanying their visitors.

- 5.7 No pet shall be permitted to urinate or defecate on the common property, or on any balcony or any patio (not including the yard).

If any pet defecates on the common property, a balcony or a patio, the Pet Owner shall immediately and completely remove all of his pet's waste from the common property, balcony or patio, and dispose of it in a waste container or by some other sanitary means.

- 5.8 No pets are allowed in the Exercise Room, Pool Area, Lounge or Theatre Room at any time.

- 5.9 An owner, resident or tenant shall not feed nuisance birds such as pigeons, seagulls, crows, starlings or other birds from any strata lot or the common property.

6. Inform strata corporation

- 6.1 An owner must notify the strata corporation:

- (a) within two weeks of becoming an owner, the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any; and

- (b) of any mortgage or other dealing in connection with the strata lot within two weeks of such mortgaging or other dealing.
- 6.2 On request by the strata corporation, a tenant must inform the strata corporation of the tenant's name and the strata lot which the tenant occupies.

7. Obtain approval before altering a strata lot

- 7.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to a strata lot that involves any of the following:
 - (a) the structure of the building;
 - (b) the exterior of the building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of the building;
 - (d) doors or windows on the exterior of the building.
- 7.2 An owner must obtain the written approval of the strata corporation only before making or authorizing an alteration to a strata lot that involves any of the following:
 - (a) the existing floor material;
 - (b) patios;
 - (c) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (d) common property located within the boundaries of a strata lot;
 - (e) those parts of the strata lot which the strata corporation must insure under section 149 of the Act; (this includes, but is not limited to original flooring material and cabinets);

Section 149 (1) of the Strata Property Act states "The Strata Corporation must obtain and maintain property insurance on:

- a) common property,*
- b) common assets,*
- c) buildings shown on the strata plan, and*
- d) fixtures built or installed on a strata lot, if the fixtures are built or installed by the Owner developer as part of the original construction on the strata lot [See Reg. 9.1]*

Regulation 9.1 – Definitions for section 149 of the Act

9.1 (1) For the purposes of section 149 (1) (d) of the Act, "fixtures" means items attached to a building, including floor and wall covering and electrical and plumbing fixtures, but does not include, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washers, dryers or other items; and

- (f) wiring, plumbing, piping, heating, air conditioning and other services.

7.3 Terms and conditions for installation of hardwood flooring:

- a) The installation of a quality sound absorbing underlay with the following minimal specifications: Thickness – 3.5mm, Acoustical – 63 FIC (ASTM E492) Impact Sound Transmission and Density – 22 lbs/cu.ft.
- b) As Owner you are responsible for the future maintenance and repair of this improvement. Future Owners of this Strata Lot must be advised of this undertaking.
- c) Provide 2 working days notice to the Resident Caretaker prior to the scheduled arrival of materials, etc. to allow for the installation of protective padding and floor protection as required.
- d) Work hours are 8:00 am to 5:00 pm Monday to Friday and 10:00 am to 5:00 pm Saturday.
- e) Noise transmission from the installed flooring is to be minimized by removing hard soled and high heeled shoes, installing protective padding on chair and table legs which may be moved across the floor, etc.
- f) It is further understood and agreed that this installation is considered an Owner improvement and as such is the sole responsibility of the Strata Lot Owner. The Strata Corporation will assume no responsibility or liability for any damage or repairs required from damages from internal or external sources to the improvement.
- g) Installation once commenced should be completed in a timely manner in accordance with the City of Burnaby noise bylaws.
- h) Movement of materials into the Strata Lot should be organized in the same manner as your move in.

7.4 The strata corporation must not unreasonably withhold its approval under bylaw 7.1 and 7.2, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.

7.5 An owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration.

8. Obtain approval before altering common property

8.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to common property, including limited common property or common assets.

- 8.2 An owner, as part of its application to the strata corporation for permission to alter common property, limited common property or common assets, must:
- (a) submit, in writing, detailed plans and description of the intended alteration;
 - (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and
 - (c) obtain the consent of the owners by written approval of the strata council under bylaw 8.1.
- 8.3 The strata corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:
- (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
 - (b) that the standard of work and materials be not less than that of the existing structures;
 - (c) that all work and materials necessary for the alteration be at the sole expense of the owner;
 - (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;
 - (e) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees.

- 8.4 An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- 8.5 An owner who, subsequent to the passage of bylaws 8.1 to 8.3 inclusive, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.
- 9. Renovations/alterations**
- 9.1 An owner must give the Resident Manager two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials.
- 9.2 Tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or unbonded tradespersons will result in the levy of fines.
- 9.3 A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
- 9.4 An owner must ensure that the common or limited common property, including the elevator, is properly protected before the delivery of any construction materials is made.
- 9.5 A resident must be responsible to ensure:
- (a) drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping; and
 - (b) stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the council) and the residential corridor thoroughly vacuumed daily;
- 9.6 An owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays.
- 9.7 An owner must be in attendance for all significant renovations or alterations, the determination of significant shall be at the discretion of the council.

9.8 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained.

9.9 An owner in contravention of bylaws 9.1 to 9.7 (inclusive) shall be subject to a fine of \$200.00 for each contravention, as well as be responsible for any clean up or repair costs.

10. Permit entry to strata lot

10.1 A resident or visitor must allow the Resident Manager to enter the strata lot or limited common property

(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;

(b) at a reasonable time, on 48 hours' written notice,

(i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or

(ii) to ensure a resident's compliance with the Act, bylaws and rules.

10.2 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs of forced entry incurred by the strata corporation.

10.3 The notice referred to in bylaw 10.1(b)(i) must include the date and approximate time of entry, and the reason for entry.

11. Cleanliness

11.1 An owner, tenant or occupant must not allow a strata lot to become unsanitary. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the strata lot, on common property or on limited common property. Any expenses incurred by the Strata Corporation or separate section as the case may be, to remove such refuse shall be charged to the strata lot owner.

11.2 An owner, tenant or occupant must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provide for that purpose, recyclable material is kept in designated areas and material other than ordinary household refuse garbage and recyclables is removed appropriately.

11.3 A resident must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.

- 11.4 A resident must not transport Christmas trees through the common property unless the Christmas trees are completely enclosed in a bag.
- 11.5 A resident must ensure that decorative lights and ornaments are installed only between December 1st and removed before January 15th.

SECTION II: Powers and Duties of Strata Corporation and Council

12. Repair and maintenance of property by Strata Corporation

12.1 The strata corporation must repair and maintain all of the following:

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - A. the structure of a building;
 - B. the exterior of a building;
 - C. patios, chimneys, stairs, balconies and other things attached to the exterior of a building;
 - D. doors, windows and skylights on the exterior of a building or that front on common property;
 - E. fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) patios, chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors, windows and skylights on the exterior of a building or that front on common property, and

- (v) fences, railings and similar structures that enclose patios, balconies and yards.

Council

13. Council size

- 13.1 The council must have at least 3 and not more than 7 members. —

14. Council eligibility

- 14.1 An owner or the spouse of an owner may stand for council.
- 14.2 No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 14.3 No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.

15. Council members' terms

- 15.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 15.2 A person whose term as council member is ending is eligible for re-election.

16. Removing council member

- 16.1 Unless all the owners are on the council, the strata corporation may, by a resolution passed by two-thirds (2/3) vote at an annual or special general meeting, to remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed.
- 16.2 After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 16.3 If the strata corporation removes all of the council members, the strata corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the strata corporation for the remainder of the term.
- 16.4 The council may appoint the remaining council members necessary to achieve a quorum for the strata corporation, even if the absence of the members being replaced leaves the council without a quorum.

- 16.5 A replacement council member appointed pursuant to bylaws 15.2 and 16.4 may be appointed from any person eligible to sit on the council.

17. Replacing council member

- 17.1 If a council member resigns or is unwilling or unable to act, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 17.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 17.3 The council may appoint a council member under bylaw 17.2 even if the absence of the member being replaced leaves the council without a quorum.
- 17.4 If all the members of the council resign or are unwilling or unable to act, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

18. Officers

- 18.1 At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president and a treasurer.
- 18.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 18.3 The vice president has the powers and duties of the president
- (a) while the president is absent or is unwilling or unable to act,
 - (b) if the president is removed, or
 - (c) for the remainder of the president's term if the president ceases to hold office.
- 18.4 The strata council may vote to remove an officer.
- 18.5 If an officer other than the president is removed, resigns, is unwilling or unable to act, the council members may elect a replacement officer from among themselves for the remainder of the term.

19. Calling council meetings

- 19.1 Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 19.2 The notice in bylaw 19.1 does not have to be in writing.

- 19.3 A council meeting may be held on less than one week's notice if
- (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

20. Requisition of council hearing

- 20.1 By application in writing, a resident may request a hearing at a council meeting stating the reasons for the request.
- 20.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 20.1, the council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the council of the application.
- 20.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the date of the hearing.

21. Quorum of council

- 21.1 A quorum of the council is
- (a) 2, if the council consists of 2, 3 or 4 members,
 - (b) 3, if the council consists of 5 or 6 members, and
 - (c) 4, if the council consists of 7 members.
- 21.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

22. Council meetings

- 22.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.
- 22.2 At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- 22.3 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 22.4 The council must keep minutes of all meetings.

23. Voting at council meetings

- 23.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 23.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 23.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

24. Council to inform owners of minutes

- 24.1 The council must circulate to or post for owners the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

25. Delegation of council's powers and duties

- 25.1 Subject to bylaws 25.2, 25.3 and 25.4, the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- 25.2 The council may delegate its spending powers or duties, but only by a resolution that
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with bylaw 25.3.
- 25.3 A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- 25.4 The council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine,
 - (c) whether a person should be denied access to a recreational facility, or
 - (d) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

26. Spending restrictions

- 26.1 A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

27. Limitation on liability of council member

- 27.1 A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- 27.2 Bylaw 27.1 does not affect a council member's liability, as an owner, for a judgment against or in favour of the strata corporation.
- 27.3 All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

SECTION III: Enforcement of Bylaws and Rules

28. Fines

- 28.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant:
- (a) \$200.00 for each contravention of a bylaw, and
 - (b) \$50.00 for each contravention of a rule.
- 28.2 The council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation, levy fines and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.

29. Continuing contravention

- 29.1 Except where specifically stated to be otherwise in these bylaws, if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed once every 7 days.

SECTION IV: Annual and Special General Meetings

30. Person to chair meeting

- 30.1 Annual and special general meetings must be chaired by the president of the council.
- 30.2 If the president of the council is unwilling or unable to act, the annual or special general meeting must be chaired by the vice president of the council.
- 30.3 If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons, eligible to vote, who are present at the meeting.

31. Participation by other than eligible voters

- 31.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 31.2 Persons who are not eligible to vote, may not participate in the discussion at a meeting.
- 31.3 Tenants who are not eligible to vote, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

32. Voting

- 32.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 32.2 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.
- 32.3 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the Act.
- 32.4 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 32.5 At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

- 32.6 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- 32.7 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 32.8 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- 32.9 Despite anything in bylaws 32.1 to 32.8 (inclusive), an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

33. Order of business

- 33.1 The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last annual or special general meeting;
 - (g) deal with unfinished business;
 - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
 - (i) ratify any new rules made by the strata corporation under section 125 of the Act;
 - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
 - (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - (m) elect a council, if the meeting is an annual general meeting;
 - (n) terminate the meeting.

SECTION V: Voluntary Dispute Resolution

34. Voluntary dispute resolution

- 34.1 A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- 34.2 A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- 34.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

35. Small claims court proceedings - Authorization to proceed

- 35.1 The strata corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover from an owner, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

36. Complaints

- 36.1 Any complaints about an infraction of the Strata Corporation's Bylaws must be made in writing to Strata Council, in care of the Property Manager, to deal with same.
- 36.2 Any complaints concerning the performance of an employee, agent and/or contractor of the Strata Corporation must be made in writing to the Strata Council, in care of the Property Manager, to deal with same.
- 36.3 Owners and/or Residents must not make complaints directly to an individual Member of Strata Council, or any employee, agent and/or contractor of the Strata Corporation.

SECTION VI: Resale, Rentals and Insurance

37. Resale policy

- 37.1 The showing of property for sale is to be by appointment only. There are to be no open houses.
- 37.2 There shall be no real estate signs posted on any part of the strata property.
- 37.3 There shall be no real estate lock boxes placed on any part of the strata property.

38. Rentals

- 38.1 Subject to the provisions of this bylaw residential strata lots shall be owner-occupied only, with the following considerations and exceptions:

- (a) at any given time a maximum of 12 residential strata lots may be leased and the procedure to be followed by the strata corporations in administering this limit will be as follows:
 - (i) any owner wishing to rent a residential strata lot apply in writing to the strata council for permission to rent before entering into a tenancy agreement;
 - (ii) approvals will be granted by the council on a first come basis in the order of the date such applications are received by the council;
 - (iii) the council will not screen tenants, establish screening criteria, require the approval of tenants, require the insertion of terms in tenancy agreements or otherwise restrict the rental of a strata lot except as set out in this bylaw;
 - (iv) the council will consider each application upon receipt and will respond to each application in writing within one (1) month of receipt;
 - (v) the council will keep a list of owners who wish to rent their strata lot and the priority of their application, and will advise each owner as soon as their application can be accepted;
 - (vi) prior to allowing possession of a strata lot by a tenant an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K;
 - (vii) within two (2) weeks of renting a strata lot, the owner must give the strata corporation a copy of the Form K signed by the tenant pursuant to the Strata Property Act;

- (viii) upon acceptance of an application to rent, an owner must enter into a lease of a strata lot within three (3) months from acceptance by the council of such owner's application or the acceptance will be automatically revoked and the council will be entitled to advise the owner next following on the list that its application to rent a strata lot has been approved; and
- (ix) an owner may continue to lease his or her strata lot until the earlier of the date such owner moves into the strata lot to take occupancy and the date the strata lot is sold by the owner to a third party.
- (b) notwithstanding paragraph (a), where cases of undue physical or financial hardship of a personal nature arise, the owner may make a written request to the council for permission to rent a strata lot for a limited period of time, and where the council has been provided with the evidence that undue hardship will result if limited rental approval is not given, the council shall not unreasonably withhold permission for limited rental;
- (c) this bylaw does not apply to prevent the rental of a strata lot to a member of the "family" of an owner as defined in the Strata Property Act or Regulations established under such Act.
- (d) where an owner has leased a strata lot to a tenant pursuant to a tenancy agreement entered into before this bylaw was passed, this bylaw does not apply to such strata lot until the later of:
 - (i) one year after the tenant who is occupying the strata lot at the time the bylaw is passed ceases to occupy the strata lot as a tenant; and
 - (ii) one year after the bylaw has been passed;
- (e) the strata corporation is entitled to impose a fine of up to \$500.00 for a contravention of this bylaw and may impose such fine for a continuing contravention every seven days.

39. Insurance

The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

SECTION VII: Parking and Storage

40. Storage lockers and bicycle storage

- 40.1 A resident must store bicycles and tricycles only in the bicycle storage areas or within individual storage lockers. No bicycles are to be kept on balconies or patios.
- 40.2 A resident must not store any hazardous materials or flammables in storage lockers.

41. Parking

- 41.1 Residents may park only in those spaces specifically designated to them. Visitors may park in those spaces in front of the main entrance and to the right of the garage entry marked "Visitor Parking". For the purpose of this Bylaw, a visitor shall be defined as any person actually visiting a resident in the building at the time he/she is parking on the property. Residents whose visitors wish to occupy a space for longer than fourteen (14) consecutive days per calendar year must receive permission from the Strata Council.
- 41.2 Parking spaces designated as "Visitors" are for and shall be used by visitors of residents and/or trades vehicles only. Residents shall not utilize the visitor parking spaces. Notwithstanding the restrictions named herein:
- a) Residents may use a visitor space for a maximum of one (1) hour.
 - b) Visitors of residents may use a resident's unused assigned parking space with the owner's/occupier's permission.
- 41.3 There shall not be unlicensed vehicles in any parking space within the Common Property except as follows:
- a) Where an owner or resident has a vehicle which is in good repair but he/she wishes to have the vehicle unlicensed and off the road the owner or resident may do so upon application and by providing written proof of storage insurance to the Strata Council.
- 41.4 There shall be no derelict vehicles parked anywhere on the common property. A derelict vehicle is one, which shall be defined as being not presently roadworthy.
- 41.5 There shall be no repairs, oil changes or other maintenance operations carried out on common or limited common property.
- 41.6 Residents shall clean up any oil spillage from their vehicles and in the event the spillage is not properly cleaned, the Strata Council may order the work done and shall hold the resident liable for the expense of such clean up.
- 41.7 No owner or resident shall store any material in the parking stalls without the written permission of the Strata Council.
- 41.8 An owner or resident shall not rent or lease his assigned parking space(s) to other than an owner or resident of Villa Jardin.
- 41.9 No vehicle shall exceed the speed limit of 10 kph in the parking garage or the entrance ramp to the garage.
- 41.10 Vehicles dripping oil or gasoline will be prohibited from parking until repaired. Owners of vehicles causing oil stains shall, upon notification by Council, clean up all drippings, and on failure to do so after seven (7) days notice, the Owner will be assessed a minimum of \$100.00 for the costs of clean up.

- 41.11 Residents are responsible for cleaning up oil spills in the parking stall. In the event that the spillage is not properly cleaned, the council may order the work done and hold the owner liable for the expense.
- 41.12 No Resident may store any material in the parking stalls.
- 41.13 Residents must stop at the gate upon entrance/exit and ensure it is properly and safely closed. Failure to comply with this bylaw shall result in a fine of \$200.
- 41.14 No vehicles exceeding 4,000 kg. G.V.W. shall be parked or brought onto the common property without the consent of Council, except when used in delivery to or removal from Villa Jardin.
- 41.15 No parking is permitted except in a designated parking space. Nor shall a vehicle park in a manner, which will reduce the width of the garage roadways, neighbours parking spaces or walkways.
- 41.16 Any vehicle, which violates these Bylaws, will be removed at the owner's expense.

SECTION VIII: Children and Supervision

42. Children and supervision

- 42.1 Residents are responsible for the conduct of their visitors, including ensuring that noise is kept at a level, in the sole determination of a majority of the council that will not disturb the rights of quiet enjoyment of others.
- 42.2 Residents are responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a level, in the sole determination of a majority of the council that will not disturb the quiet enjoyment of others.
- 42.3 Residents are responsible to assume liability for and properly supervise activities of their children.

SECTION IX: Security

43. Security

- 43.1 Strata Lot Owners or Residents are responsible for anyone they admit onto or about the Common Property, inclusive of agents, servants, licensees, or invitees.
- 43.2 No individual shall:
- a) Leave open or unlocked any entrance door, gate or fire exit unless they are in constant supervision of that entrance or exit; or
 - b) Allow entrance to any person into the building, lands, courtyard or garage by enterphone or directly, unless that person is known to them as a current Owner or Resident, or an invited guest of the individual allowing such entrance or emergency response personnel.

- 43.3 Lost or stolen access door transmitters shall be immediately reported to the Resident Manager so that the transmitter code can be deactivated.
- 43.4 The Strata Council shall form a Security Committee; to establish operating rules and guidelines for various components of the security system; to provide guidelines for the security of individual Strata Lots; and to establish resident-based voluntary crime prevention programs such as Block Watch.
- 43.5 There shall be no soliciting within Villa Jardin.
- 43.6 All residents must meet all deliveries at the front door in the Lobby of the Villa Jardin. This includes deliveries of food, parcels or any other goods.

SECTION X: USE OF COMMON AREAS

44. General Use of Common Areas

- 44.1 There shall be no smoking by any owner, resident or guest anywhere on the common property of the strata corporation within the building. (This includes halls, stairs, elevators, underground parking and locker rooms, etc.)
- 44.2 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.
- 44.3 A resident or visitor must not wear or use inline skates and skateboards **ANYWHERE** in the building, including a strata lot.
- 44.4 A resident may post notices on the designated bulletin board, subject to being removed by the council if deemed inappropriate or posted for in excess of one week.
- 44.5 A resident must not permit an open flame to be displayed in any part of the interior common property.
- 44.6 A resident must not ignite firecrackers or fireworks in any strata lot or on the common property.

SECTION XI: JACUZZI, STEAM ROOM, GAMES ROOM, LIBRARY, LOUNGE, EXERCISE ROOM, THEATRE

45. Amenities Rules

The following rules govern the management, operation and use of the Villa Jardin amenities (including the lounge, library, games room, jacuzzi, gym, steam room and theatre) and the residents using them with the intent of maximizing the use and enjoyment of the facilities while minimizing operation costs.

45.1 General Rules:

- a) All rules remain in force until changed by the Council.
- b) Amenities shall only be used for the purpose for which they are designed and intended.
- c) Residents are responsible for ensuring that their guests follow these rules.
- d) Property Manager, Caretaker, and members of the Council are authorized to enforce the Rules of the Villa Jardin by:
 - i) Directing compliance and remedial actions as required, or
 - ii) Directing immediate ejection from an amenity
- e) There is NO SMOKING in any of the Common and Amenities Areas.
- f) No alcoholic beverages will be consumed on common property, except in the Lounge, Cinema, or Games Room.

45.2 Fines:

- a) Residents will be fined for violations of the amenities rules.
- b) A \$50 fine may be levied for each offence plus liability for the full cost of any damages and incidental costs. Such fines will be due at the beginning of the month following the issuance of the fine.

45.3 Responsibilities:

- a) Residents must accompany guests at all times while in the amenities areas.
- b) Residents are responsible for any damage to any common property, including the amenities, or harm to others done by themselves, their family or tenants or guests of themselves or their family.
- c) Any observation of contravention of bylaw or rules should be made in writing to management as soon as possible.
- d) Complaints regarding building management should be made in writing to the Property Manager, Stratawest Management.
- e) The Strata Corporation is not responsible for loss of personal property, injury or death resulting from the use of the common property, amenities, and equipment.
- f) All persons using the amenities do so at their own risk, and agree to release, hold harmless, and indemnify the Strata Plan BCS907, Strata Council, and agents or employees thereof from any and all claims arising from the use of this facility.

45.4 Jacuzzi & Steam room

- a) Jacuzzi and Steam room are closed from 8 a.m.-10 a.m. daily for maintenance.
- b) Street shoes are not permitted on the jacuzzi deck. Proper footwear and cover-ups shall be worn outside of the jacuzzi area.
- c) Proper bathing attire is required. Cut-offs, shorts, T-shirts, and other clothing are not permitted.
- d) Persons under the age of sixteen (16) years are not permitted in the jacuzzi without adult supervision.
- e) No children under the age of eight (8) years are permitted in the jacuzzi.

- f) Persons must shower immediately prior to entering the jacuzzi.
- g) Soaps, shampoos, body oils, and lotions are prohibited in the jacuzzi.
- h) No person will push, run, or behave in a boisterous or belligerent manner.
- i) No person will use inflatable objects such as air mattress, beach balls and pool toys.
- j) No audible radios or other electrical devices are permitted.
- k) No food is permitted in the jacuzzi.
- l) Only drinking water is permitted and must be in a non-breakable plastic container.
- m) In compliance with the Provincial Health Act, no person shall enter the jacuzzi or steam room who:
 - i) Is intoxicated,
 - ii) Has not had a cleaning shower,
 - iii) Is obviously ill,
 - iv) Has open wounds or sores,
 - v) Is wearing a bandage,
 - vi) Has sore or infected eyes,
 - vii) Has discharging ears and nose, or
 - viii) Is less than 16 years of age, unless accompanied by an adult.

45.5 Exercise Room

- a) The Exercise Room is available 24 hours a day.
- b) Guests must be accompanied by a resident to use the exercise room equipment.
- c) No eating or drinking alcoholic beverages is permitted in this area.
- d) Residents using the facilities will not prolong the use of an exercise machine beyond a reasonable time if others are waiting (ie: 20 minutes per machine).
- e) All equipment shall be restored to its original place after use.
- f) Any equipment damage or malfunctioning will be reported to the Building Caretaker, the Property Manager, or the Strata Council.
- g) Children under the age of 14 years old may not use the exercise equipment. Children between 14 years and 16 years of age may use the equipment if accompanied by an adult.
- h) Radio or sound reproducing equipment is permitted, but shall be set at a reasonable volume. The supplied television set shall not be set at an

unnecessarily loud volume. If others are using the exercise room, please ensure that all users are in agreement.

- i) All equipment must be wiped down after each use.

45.6 Theatre

- a) The Theatre is available 24 hours per day.
- b) All residents wishing to use the facility for a private viewing must reserve via the sign-up sheet located on the wall next to the Theatre doors. Reservations shall not be made more than one month in advance.
- c) The Theatre may not be reserved for major entertainment/sporting events – Grey Cup, Stanley Cup, Super Bowl, World Cup or similar events; the Theatre Room will be open to all residents during such events.
- d) The maximum viewing time for each reservation is 4 hours. Residents of any one strata lot are not permitted back-to-back reservations.
- e) Unless reserved for a private viewing, any resident is free to join a showing in progress if they choose.
- f) Beverages and snack foods are permitted, but the area must be left clean and tidy.
- g) No additional equipment is permitted to be connected to the video equipment located in the Theatre Room.
- h) All equipment damage or malfunctioning will be promptly reported to the Building Manager or Property Manager.

45.7 Games Room

- a) The Games Room is available 24 hours per day.
- b) Children under 14 years of age may not use the billiard tables. Children between 14 and 16 years of age may use the billiard equipment if they are accompanied by an adult.
- c) Radios or audible sound reproducing equipment shall be permitted if set at a reasonable volume.
- d) Persons using this facility shall restore the table cover to the tables and cues to the racks after the last game.

45.8 Lounge Rental

- a) Residents may rent the Lounge for special events provided they comply with all rules.

- b) A pre-inspection will be carried out with the Resident Manager prior to the event to establish the condition of the Lounge.
- c) The renter will be held responsible for:
 - i) Damage to the building, furniture, equipment, and fixtures caused by one attending the event.
 - ii) Controlling noise or music in or outside the Lounge so as not to annoy other residents.
 - iii) Ensuring that no more than 35 people are in the Lounge area during the event, obtaining the necessary liquor permits, if required.
- d) A post-inspection should be carried out at 12:00 noon the following day. The renter will be billed in full for any management time or expense required to restore the condition of the Lounge area.
- e) The Lounge event must end by 12:00 am; vacating and tidying the premises no later than 12:45 am. The renter will be responsible for the quiet behaviour of guests leaving the events, especially through the courtyard so as not to disturb the other residents sleeping above.
- f) The renter must be present in the Lounge during the rental period.
- g) The furniture and fixtures in the Lounge must remain within the Lounge.
- h) Use of other amenities in conjunction with the Lounge rental such as the steam room, exercise room, or theatre is prohibited. It is further prohibited to use the Lobby areas in conjunction with the Lounge.
- i) Residents are to inform their guests about the rules for use of the Lounge area. The renter will be responsible for enforcing the NO SMOKING policy during the event.
- j) Bookings are to be made on a first-come basis and not more than sixty (60) days and not less than three (3) days prior to the function.
- k) Damage deposits will be held until a satisfactory inspection has been completed; as all additional cleaning and repair fees will be charged back to the renter. This will be a consideration of the agreement.
- l) The Resident Manager shall approve all bookings.
- m) The fee for lounge rental is \$25 to cover any additional cleaning or maintenance costs that may be incurred.
- n) The damage deposit for lounge rental is \$200.

45.9 Library

- a) The library area is a quiet area.
- b) Keep voices to a low level.

- c) Shall be used for reading/studying only.
- d) No sound or audio reproducing equipment shall be used in the library.

SECTION X11: Moving In/Out

46. Moving in/out procedures

- 46.1 All move in and move out activities are to be coordinated with the Resident Manager. A minimum of seven days notice is required.
- 46.2 The elevator used for moving must be padded. Padding and elevator time can be booked through the Resident Manager.
- 46.3 Moving trucks are to park in the area directly in front of Villa Jardin on Station Hill Drive unless special permission is granted by the Resident Manager.
- 46.4 All moves, in or out, are to be done between 9:00 A.M. and 6:00 P.M., Monday thru Friday and on Saturdays, Sundays and Holidays between 10:00 A.M and 5:00 P.M.
- 46.5 A resident contravening bylaw 46.1 through 46.9 (inclusive) shall be subject to a fine of \$200.00.
- 46.6 A resident using the elevator during a move must ensure that the **ELEVATOR SERVICE KEY** is used to control the elevator and the doors not jammed open in any manner.
- 46.7 A resident must ensure that the lobby doors are not left open, ajar or unattended at any time. Furniture must not be left piled in the lobby area for any length of time during a move.
- 46.8 A resident must ensure that all common areas are left damage free and clean. All hallways and lobby areas must be vacuumed immediately upon completion of the move.
- 46.9 A resident must pay a refundable damage deposit of \$250.00, whether moving in or out, 48 hours prior to any move and any expenses incurred by the strata corporation attributable to the resident and all fines levied will be deducted from the deposit.

47. Furniture, Appliances and Building Materials Deliveries

- 47.1 All deliveries of furniture, appliances and building materials are to be coordinated with the Resident Manager. A minimum of two days notice is required.
- 47.2 The elevators must be padded before they can be used to move goods in or out of the building. Padding can be arranged through the Resident Manager.

- 47.3 Delivery trucks are to park in the area directly in front of Villa Jardin on Station Hill Drive unless special permission is granted by the Resident Manager.
- 47.4 All deliveries of furniture, appliances and building materials are to be done between 8:30 a.m. and 6:00 p.m. Monday thru Friday and between 9:00 a.m. and 5:00 p.m. Saturday. If the resident is personally unavailable to take delivery prior arrangements can be made with the Resident Manager.
- 47.5 Each resident is responsible for advising the delivery company of the delivery bylaws.
- 47.6 A resident contravening bylaws 47.1 – 47.6 (inclusive) shall be subject to a fine of \$200.00.

SECTION XIII: Marketing Activities by the Developer

48. Display Lot

- 48.1 The developer who has an unsold Strata Lot may carry on sales functions that relate to its sale, including the posting of signs.
- 48.2 The developer may use a Strata Lot that the developer owns or rents, as a display lot for the sale of other Strata Lots in the building.