

BCS4213 RICHARDS LIVING BYLAWS

NOTICE

The attached bylaws for BCS4213 are in addition to those bylaws contained in the Strata Property Act of B.C. In addition to bylaws, there could also be “Rules and Regulations” which are not registered at the Land Title Office, but are attached herein. **For legal purposes, you should obtain a true copy of the bylaws from the Land Title Office.**

Division 1 – Duties of Owners, Tenants, Occupants and Visitors

Payment of strata fees

1. (1) An owner must pay strata fees on or before the first (1st) day of the month to which the strata fees relate.
- (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid."
- (3) Any owner owing monies for Strata Fees not received by the first (1st) of the month in question will be deemed to be in arrears. A \$50.00 penalty will be imposed for each month that an owner's strata fees are in arrears.
- (4) When arrears exceed 90 days, a lien may be registered in accordance with Section 112 of the Act on the Strata Lot involved at the Owner's sole expense, for the total monies due including all strata fees outstanding, penalties assessed, all legal and other expenses.
- (5) 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.
- (6) Owners who are in arrears are not eligible to vote at the Annual General Meeting/Special General Meeting unless approved by an unanimous resolution.

Repair and maintenance of property by owner

2. (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.
- (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.

Use of Property

3. (1) An owner, tenant, occupant 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.
- (2) An Owner shall not:
- (a) use his strata lot for any purpose which may be injurious to the reputation of the building;
 - (b) make undue noise in or about any strata lot or common property;
 - (c) keep any animals on his strata lot or the common property after notice not to do so from the strata council; and
 - (d) make or cause to be made any structural alteration to his strata lot, or paint, decorate, or add to or remove any structure from the exterior of the building or the strata lot or add to or alter the wiring, plumbing, piping, or other services on his strata lot, or within any bearing or party wall or the common property without first obtaining the written consent of the strata council.
- (3) An owner, tenant, occupant 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.1
- (4) Owners, tenants, and occupants shall use their respective strata lot, the common property, the common facilities or other assets of the strata corporation in a manner which will not unreasonably directly or indirectly interfere with the use or enjoyment by any other resident of his strata lot, the common property or common facilities.
- (5) All owners, tenants and occupants have a right to quiet and peace in their residence at all times. Undue and excessive noise by any owner, tenant, occupant, visitor, employee, pet or other invitee of a strata lot including but not limited to that from appliances, machinery, sound/music systems, televisions, instruments, wind chimes, computer, games and voices, is not permitted.
- (6) The owner of a strata lot shall be specifically responsible for the activities of co-owners, tenants, occupants, visitors, employees, pets or other invitees of his strata lot. A quiet period shall be in force in the entire complex from 11:00 p.m. until 8:00 a.m. every day, at which time owners and everyone else on the premises are expected to take special care and attention to not make noise.
- (7) No signs, billboards, notices, placards or other advertising matter shall be placed on any part of a residential strata lot or on the common property. This bylaw shall be interpreted in a manner consistent with elections legislation.

- (8) Owners, tenants and occupants must maintain a consistent high standard of cleanliness, appearance and repair in and surrounding his strata lot.
- (9) No personal items such as doormats, toys, bicycles, walkers, etc. shall be left or stored on the common property.
- (10) Owners, tenants and occupants shall not allow their strata lots to become a health/safety hazard. If the council deems a strata lot to be a health/safety hazard, the council will, at its discretion, have the strata lot brought up to standard, at the owner's sole expense.
- (11) No owner, tenant, occupant or visitor shall do anything or cause anything to be done on the common property likely to damage plants, bushes, flowers and lights.
- (12) Owners, tenants and occupants are responsible for any damage to the common property and the owner of the applicable strata lot will be liable for all costs connected with cleaning and repairs.
- (13) No children are allowed to play in the hallways, elevators, lobby or any other common area. Any children playing in the common property or common facilities do so at their own risk and the strata corporation and the council will not be held responsible for injuries.
- (14) All notices must be posted on the bulletin board with consent from your Strata Agent.

Inform strata corporation

4. (1) Within two (2) weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

Obtain approval before altering a strata lot

5. (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights, on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), 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.
- (3) This section does not apply to a strata lot in a bare land strata plan.
- (4) Where Council grants approval to an owner for modifications to the interior of the strata lot, work must commence within forty-five (45) days of the approval and be completed within ninety (90) days of commencement of construction. Council will consider an extension beyond ninety (90) day period if extenuating circumstances, requested in writing, are acceptable.
- (5) Approved alterations must comply with all applicable building codes and fire codes and must not adversely affect another strata lot or the common property. All applicable municipal permits, including electrical permit and plumbing must be obtained and copies provided to Strata Corporation.
- (6) An owner, tenant or occupant must not make any structural alteration, either to the interior or exterior of the building without prior written approval of the council.
- (7) An owner, tenant or occupant who makes any alteration to a strata lot without first obtaining approval from council must restore the strata lot to its original condition and any costs, including legal costs, incurred by the Strata Corporation as a result of the failure to restore or remove an alteration will be the responsibility of the owner.
- (8) Owners who undertake alterations in accordance with these bylaws, and subsequent owners, are responsible for all costs relating to:
 - (a) the maintenance and repair of the alterations, and
 - (b) the effects on all adjacent strata lots or common property, and
 - (c) the effects of rain and weathering, staining, discoloration.
- (9) On the sale of a strata lot, owners must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent owner refuses to sign an Assumption of Liability Agreement with the strata corporation the alteration may be removed by council and the cost of the removal will be charged to the new owner.
- (10) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the council.
- (11) An owner who is permitted to make an alteration shall be responsible for the removal of any construction debris and the common property shall be completely cleaned up prior to the site being left each day.
- (12) Any work involving jack hammering, chipping or grinding is limited to the hours of 11:00 a.m. to 3:00 p.m. (maximum four hours per day) Monday to Friday only.

There is to be no jack hammering, chipping or grinding on weekends and statutory holidays.

- (13) Hot tubs/Jacuzzis are not permitted on Common Property, Limited Common Property or within the boundaries of a Strata lot.

Obtain approval before altering common property

6. (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibly for any expenses relating to the alteration.

Permit entry to strata lot

7. (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
- (a) in an emergency, without notice, to prevent property damage to the common property or another strata lot of those portions of a strata lot that are the responsibility of the strata corporation under these bylaws;
- (b) at a reasonable time, on a minimum of twenty-four (24) hours written notice:
- (i) to inspect, maintain or repair common property or common assets; or
- (ii) to ensure the *Strata Property Act* (British Columbia), as amended or replaced, and these bylaws are being complied with.
- (2) The notice referred to in Bylaw 7(1)(b) must include the date, the approximate time of entry and the reason for entry.
- (3) If the authorization cannot be obtained then the person authorized by the strata corporation to enter the strata lot may do so by using reasonable force on the locking devices, and the replacement of the locking device and any resulting damage to the door and door frame will be at the expense of the strata lot owner.

Division 2 – Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

8. 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) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows or skylights, on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
- (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors and windows on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 – Council

Council size

9. (1) Subject to subsection (2), the council must have at least three (3) and not more than seven (7) members.
- (2) If the strata plan has fewer than four (4) strata lots or the strata corporation has fewer than four (4) owners, all the owners are on the council.

Council members' terms

10. (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.
- (2) A person whose term as council member is ending is eligible for reelection.
- (3) No person may be elected to council or continue to be on council if the strata corporation is entitled to register a lien under the Act against a strata lot in which that person has an interest.

Removing council member

11. (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one (1) or more council members.

- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

12. (1) If a council member resigns or is unwilling or unable to act for a period of two (2) or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
 - (2) A replacement council member may be appointed from any person eligible to sit on the council.
 - (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
 - (4) If all the members of the council resign or are unwilling or unable to act for a period of two (2) or more months, 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.

Officers

13. (1) At the first (1st) 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, a secretary and a treasurer.
 - (2) A person may hold more than one (1) office at a time, other than the offices of president and vice president.
 - (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, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
 - (4) If an officer other than the president is unwilling or unable to act for a period of two (2) or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

14. (1) Any council member may call a council meeting by giving the other council members at least one (1) week's notice of the meeting, specifying the reason for calling the meeting.
 - (2) The notice does not have to be in writing.
 - (3) A council meeting may be held on less than one (1) 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.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

- 15. (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one (1) month of the request.
- (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 (1) week of the hearing.

Quorum of council

- 16. (1) A quorum of the council is
 - (a) 1, if the council consists of one member,
 - (b) 2, if the council consists of 2, 3 or 4 members,
 - (c) 3, if the council consists of 5 or 6 members, and
 - (d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

- 17. (1) 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.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - 1. bylaw contravention hearings under section 135 of the Act;
 - 2. rental restriction bylaw exemption hearings under section 144 of the Act;

3. any other matters if the presence of observers would, in the council's opinion unreasonably interfere with an individual's privacy.

Voting at council meetings

18. (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only two (2) strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

19. The council must inform owners of the minutes of all council meetings within two (2) weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

20. (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one (1) or more council members or persons who are not members of the council, and may revoke the delegation.
- (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 authority to make expenditures in accordance with subsection (3).
- (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.
- (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, or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

21. (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.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

22. (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.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 – Enforcement of Bylaws and Rules

Maximum fine

23. (1) The strata corporation may fine an owner or tenant a maximum of
 - (a) \$200 for each contravention of a bylaw, and
 - (b) \$50 for each contravention of a rule.
- (2) The strata corporation may impose a fine on an owner or tenant for continuing contravention of a bylaw or rule every 7 days.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act of these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable the first day of the month next following, except that any amount owing in respect to a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such a separate component.

Continuing contravention

24. If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven (7) days, a fine may be imposed every seven (7) days.

Division 5 – Annual or Special General Meetings

Person to chair meeting

- 25. (1)** Annual and special general meetings must be chaired by the president of the council.
- (2)** If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (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 who are present at the meeting.

Participation by other than eligible voters

- 26. (1)** Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2)** Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3)** Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 27. (1)** At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2)** 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.
- (3)** 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.
- (4)** 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.
- (5)** 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.
- (6)** If there are only two (2) strata lots in the strata plan, subsection (5) does not apply.

- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) An owner may not exercise the owner's vote in respect of the owner's strata lot if the strata corporation is entitled to register a lien under the Act against that owner's strata lot, except on matters requiring a unanimous vote.

Order of business

28. 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.

Division 6 – Voluntary Dispute Resolution

Voluntary dispute resolution

- 29. (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.
- (2) A dispute resolution committee consists of
 - (a) one (1) owner or tenant of the strata corporation nominated by each of the disputing parties and one (1) 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.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Marketing Activities by Owner Developer

Promotion

- 30. (1) During the time that the owner developer of the strata corporation is a first owner of units, it shall have the right to maintain any unit or units, whether owned or leased by it, as a display unit, and to carry on sales or leasing functions it considers necessary in order to enable it to sell or lease the units.
- (2) At the reasonable discretion of the owner developer, it may use the common property to conduct the sales or lease of strata lots in the strata plan up to 36 months after the date of first occupancy of any such strata lot.
- (3) Signs advertising the sale, lease or open house of a strata lot must be displayed on the common post supplied by the strata corporation and may not be displayed in the windows or on the balcony of a strata lot. Notwithstanding the foregoing, marketing signs of the owner developer may be displayed on the common property and/or the limited common property or window of any strata lot owned or leased by the owner developer at the reasonable discretion of the owner developer.

Small Claims Action

- 31. Notwithstanding any provision of the Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote of the strata corporation.

Parking /Storage Locker Lease

- 32. Each owner of a strata lot may be entitled to the exclusive use of zero, one or more of the parking stalls and may be entitled to the use of a storage lockers located in the parking facility pursuant to a partial assignment of the Parking/Storage Locker Lease (the "Parking/Storage Locker Lease") between • and-----as tenant, a copy of which is attached hereto. Pursuant to the Parking/Storage Locker Lease, upon the registration of the strata plan for the strata development, the strata corporation will automatically assume all of the covenants and obligations of • under the Parking/Storage Locker Lease with respect to the Stalls and the Storage Lockers (as defined in the Parking/Storage Locker Lease) which are located on the common property.

Planters/Landscaped Areas

33. Owners of the strata lots which do not have enclosed balconies will not place planters, landscaping or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the strata council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, landscaping items or equipment (including, without limitation, landscaped areas and/ or planters designated as limited common property and installed as part of the original development) will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner of the strata lot entitled to the use of the limited common property on which they are placed. No strata lot owner within a landscaped area and/ or planter designated as limited common property will change, alter or amend the plantings within such landscaped areas and/ or planters without the written consent of the strata council.

Storage Room

34. For a period of ten (10) years after the registration of the strata plan for the strata development, the owner-developer will be entitled to designate for its use one (1) storage room of its choice within the common property and will be entitled to free access to and from such storage room through the development and the use of such storage room for the storage of building materials and equipment at all times during the ten-year period. The owner-developer will be entitled to install its own lock on the door and the strata corporation will not be entitled to a key during that ten-year period provided that after the end of the ten-year period, the owner-developer will, upon request by the strata corporation, deliver up vacant possession of the storage room and all keys thereto.

Bicycle Storage

35. The owner of each strata lot will be entitled to the use of one bicycle storage space within the secured area in the parking facility designed for that purpose, free of charge (but this will not prohibit the imposition of reasonable refundable security deposits for the issuances of keys and security passes). The strata council will, subject to the provisions of the *Strata Property Act* (British Columbia), as amended or replaced, be responsible for the orderly administration of the use of bicycle storage space to each owner. Such administration may also include, without limitation, the issuance of keys or security passes and the licensing of the use of any unallocated bicycle storage spaces, including charging fees to users if approved by resolution of the strata corporation.

Larger Parking Stalls

36. An owner of a strata lot who has been assigned the use of a parking stall which is larger in size than a standard parking stall may park two vehicles or park one vehicle and store items such as motorbikes, canoes or kayaks within such stall, provided that such arrangements do not obstruct access to and use of the drive

aisles and/ or other parking stalls by other users and are in compliance with all applicable laws and bylaws.

Leasing Requirements

37. An owner must:
- (a) provide the strata corporation with a true and complete copy of every written tenancy agreement (as defined in the *Residential Tenancy Act* (British Columbia) as amended or replaced); and
 - (b) cause the tenant to execute a Form K- Notice of Tenant's Responsibilities as provided in the *Strata Property Act* (British Columbia), as amended or replaced, prior to his or her occupation of the strata lot and provide the strata corporation with a copy thereof."
 - (c) provide tenant(s) with BCS4213 Bylaws and Rules prior to any tenant(s) taking occupancy of a strata lot, and provide any updates or amendments throughout the tenancy.

Division 8

Hazards and Insurance

38. (1) Smoking is not permitted in any of the indoor common areas, including the elevators, lobbies and stairwells. Alcohol is not permitted in any common areas.
- (2) Owners, tenants and occupants are responsible for any damage caused by a waterbed, appliance or other fixtures within their strata lot.
- (3) Owners, tenants and occupants shall not do anything that will cause a safety hazard to the building and/or other residents including interfering with proper closure of fire doors by adjusting the door closer by blocking the doors open, and/or by encumbering the hallways, landings or stairways with boxes, rubbish and/or bicycles.
- (4) No one shall be allowed to play, skateboard, or rollerblade in the underground parking areas, or any other common areas at any time.
- (5) Owners, tenants and occupants must not permit explosives, combustible, flammable or offensive materials to be stored on their strata lot or on the common property, except a small supply of fuel normally used for gas barbecues and heaters only.
- (6) Owners, tenants and occupants must endeavor to prevent the escape of any explosive, combustible, flammable or noxious fumes material from their strata lot.
- (7) No material or substance especially burning material such as cigarettes or matches shall be thrown out or permitted to fall out of any window or any other part of the strata lot or the common property.

- (8) In the event of an emergency emanating from a strata lot whose owner, tenant or occupant cannot be contacted, access for protection of the common property or safety may have to be gained by force at the owner's expense.
- (9) It is the responsibility of owners to have their vacant suites checked a minimum of once every 7 days, to ensure there is no damage of any kind, including water that may occur when their unit is vacant. In the event of a problem with their unit, owners must be able to demonstrate that their unit has been inspected a minimum of once every 7 days, otherwise the Strata will hold the owner responsible for any damage caused to their unit and other affected units.
- (10) An owner must pay the insurance deductible portion of any insurance claim filed by the Strata Corporation within ninety (90) days of the written issuance of the charge, if such claim results from damages caused to the common property, including limited common property, or common assets by the negligence or accident of an owner or by that of the owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.
- (11) Owners assessed a chargeback against their strata lot due to damages sustained from their strata lot must pay the chargeback amount within 90 days. Where an owner fails to pay the chargeback within 90 days, the outstanding chargeback amount will be subject to an interest charge of 10% per annum, compounded annually.
- (12) All freshly cut and "live" Christmas trees are prohibited in the building.

Division 9

Bicycles, Rollerblades, Roller-Skating, And Skateboards

- 39.**
- (1) Bicycles shall be kept in designated bicycle storage areas only.
 - (2) Bicycles shall be carried into and within the building with the exception of the underground parking. Bicycles shall not be transported through common hallways or in the elevators of the Strata Plan.
 - (3) Bicycles found in non-designated/unallocated spaces will be removed up to and including cutting free the bicycle if necessary from handrails or fences at the sole expense of the owner.
 - (4) Skateboarding, rollerblading/skating is not permitted in any common areas of the Strata Plan.

Storage

- a. No part of the common property except areas designated by the strata corporation will be used for storage without the prior written consent of the council.

Open Houses

- b.** (1) Open Houses may be conducted for a maximum period of two hours between 1:00 a.m. and 4:00 p.m. on either Saturday or Sunday.
- (2) The Owner, Owner's Agent or Realtor shall ensure that any and all persons on the common property as a result of the Open House ("Attendees") are, at all times, accompanied by the Owner, Owner's Agent or Realtor.
- (3) The Owner is responsible for any and all damages incurred by the Strata Corporation which are caused either directly or indirectly by an action or negligence of any person attending or otherwise participating in any way in the Open House.

Fitness Room

- 42.** (1) Smoking is not permitted
- (2) Be courteous to others waiting to use the fitness equipment. Please take turns using the equipment. All users must bring their own towels and wipe down exercise equipment after use.
- (3) No food or drinks are allowed (except water bottles).
- (4) The number of visitors per strata lot allowed in the fitness room is limited to one (1). The resident must accompany visitors at all times.
- (5) The fitness room hours are between the hours of 6:00 a.m. to midnight.
- (6) All personal belongings are to be removed after each use.
- (7) No one under the age of fourteen (14) is permitted in the fitness room. Toddlers properly restrained in strollers or car seats are permitted.
- (8) Use equipment at your own risk. The strata corporation will not be held liable for any injury, damage or loss however caused.

Building Security

- 43.** (1) No one shall leave open or unlock any outside entrance or exterior fire exit door.
- (2) No one shall let a stranger enter the building by way of enterphone, or when entering the building themselves.
- (3) No soliciting will be permitted within the Strata Plan under any circumstances.
- (4) Security of the building cannot be maintained without the full cooperation and observance of these bylaws by all residents.

Fire Inspection

- 44.** Every owner, tenant, or occupant must provide access to the individual strata lots for building staff and authorized contractors to test the fire and safety equipment within each strata lot when given advance notice by the Strata Corporation. The testing of the fire and safety equipment in the strata lot shall be completed once a year as mandated by the City of Vancouver. If the Owner, tenant, or occupant does not provide access during the prescribed time of the inspection, the cost of re-inspection (contractor, locksmith, and building staff time cost) will be billed back to the individual strata lot Owner.

Pets

45.

- (1) A maximum total of two pets per strata lot is permitted, and is restricted to:
- (a) cats,
 - (b) small to medium-sized dogs defined as less than 62cm (24”) tall from shoulder to floor when standing normally. Owners are prohibited from having a “vicious dog”. A vicious dog is defined as:
 - (i) any dog with a known propensity, tendency, or disposition to attack without provocation other domestic animals or humans, or
 - (ii) any dog who has bitten another domestic animal or human without provocation or
 - (c) any owner unsure if their dog is acceptable, should contact the Strata Agent or Strata Council for approval.
 - (d) caged birds,
- (2) All animals must be leashed, or otherwise secured, when on any common or limited common property, or on the grounds of the building or complex.
- (3) Immediate clean up after pets in, or on, any common or limited common property, or on the grounds of the building or complex is mandatory.
- (4) Pets must also not make any undue noise in or about any strata lot or common property.
- (5) Animals are not allowed on the 9th floor patio area.
- (6) A pet shall not cause a nuisance to any resident.

Division 10

Balconies and Windows /Exterior

- 46.** (1) No laundry, washing, clothing, bedding, or other articles shall be hung or displayed from windows, balconies, or other parts of the strata lot or the common property so that they are visible from outside of the building.
- (2) No owner, tenant or occupant shall install window coverings, which are visible from the exterior of the strata lot and which will detract from the conformity of the building. Any window coverings, which are installed as at the date of the passage of this bylaw, may remain, but any replacement window coverings must comply with this bylaw. The onus is on the owner of the strata lot to provide proof, if requested to do so, satisfactory to the council, that the non-conforming window coverings installed on or about their strata lot were installed prior to the date of passage of this bylaw.
- (3) Bird feeders are not allowed on the common property, including balconies and patios.
- (4) Outdoor holiday lights are permitted only from December 1st to January 15th inclusive or other festive occasions with prior notice to Strata Council.
- (5) Balconies and patios shall not be used to store items, including but not limited to bicycles and/or appliances.
- (6) No mops or dusters of any kind shall be shaken and no refuse shall be thrown out of windows or doors or from a patio or balconies of a strata lot. No water or any liquid is to be spilt over individual balconies or out any windows. Neither children nor pets may be left unattended on a balcony.
- (7) No commercial signs, billboards, displays, notices or other advertising matter of any kind shall be placed on any part of the Strata Plan without the prior written consent of the council.
- (8) Metallicized or reflective coating or tinting is not permitted on glass windows or doors.
- (9) An owner must not install or permit to be installed any metalized, reflective or mirror coating, filming or tinting on any windows.
- (10) An owner may install non-reflective or non-mirrored window coating, filming or tinting with product specification as provided by the Strata Council.
- (11) In the event that the Strata Corporation replaces any exterior window or door for any reason, the Strata Corporation will not be required to apply any coatings or pay the cost to reapply coatings that may have existed prior to such window or door replacement. Subject to 44(2), an owner may reapply a window coating at their expense.

Barbecues and Heaters

47. (1) Only propane, natural gas or electric barbecues or heaters are permitted.
- (2) All propane tank valves are to be in the “off” position when not in use, and/or being carried through the common property. Natural gas units shall be disconnected from the outlet when not in use.
- (3) Barbecuing is permitted on the balconies and patios of each applicable strata lot, provided it is conducted in safe manner and does not create a nuisance to other residents.
- (4) Barbecuing equipment must be maintained in an orderly appearance and stored outside.
- (5) Barbecues must be kept clean to reduce smoke and odors disturbing other residents.
- (6) Failure to comply resulting in complaints may result in suspension of barbecuing rights.

Residents Vehicles and Parking

48. (1) A Resident shall use the parking garage specifically assigned to their Strata Lot for vehicle parking, save and except private arrangements with other Owners for parking garage(s) assigned to such Owner.
- (2) A Resident shall not sell, lease or rent a parking garage assigned to a Strata Lot to a person who is not a Resident.
- (3) No one shall park a motor home, trailer, boat or equipment of any kind on Common Property.
- (4) Vehicles, found in unallocated spaces will be removed immediately, without notice, at the vehicle owner’s expense.
- (5) No one shall park under any circumstances on interior roadways or driveways. Any vehicle found parking in a prohibited area will be removed, without notice, at the vehicle owner’s expense.
- (6) No one shall park in a way that reduces the width of the garage roadway, other parking spaces, stairwells or walkways. Vehicles parked in contravention of this section will be removed, without notice, at the vehicle owner’s expense.
- (7) No one shall use the common parking areas for storage of any kind.
- (8) No one shall make major repairs or adjustments to a vehicle on Common Property or in parking garages.

- (9) No one shall allow a vehicle to cause any oil leaks or exhaust stains to parking stalls. A Resident, on notice from the Corporation, shall clean up all drippings. If, after notice, a Resident fails to do so, the Corporation will clean the leaks and stains and charge the cost of such clean up to the Owner.
- (10) A Resident who finds an unauthorized vehicle parked in their assigned parking garage or blocking ingress or egress to the same shall contact the Building Manager to have the vehicle removed which removal will be at the expense of the vehicle owner.
- (11) No one shall drive faster than 10 km/h on Common Property.
- (12) No one shall sound a vehicle horn or allow a vehicle to make any other noise that is a nuisance.
- (13) A Resident or Visitor shall not obstruct a fire lane. A vehicle in contravention of this section will be towed immediately, without notice, at the expense of the vehicle Owner.

Improvement Guidelines

- 49. (1) The owner of any Strata Lot must comply with the following requirements in connection with work, construction, alteration and renovations in the interior of his or her strata lot:
 - (a) any changes or additions to the structure or the systems employed in the building necessitated by owner's work must be approved by the strata council, such approval not to be unreasonably withheld and be designed and performed by a professional architect or engineer at the owner's expense. In addition, the owner must employ a professional architect or engineer to handle the electrical and mechanical design distribution within the strata lot at the owner's expense;
 - (b) the owner is solely responsible for obtaining all necessary approvals and permits for its work from the appropriate municipal authority and all other authorities having jurisdiction and the owner must submit evidence of these approvals to the strata council before commencing work. The owner is responsible for payment of all fees and charges incurred in obtaining said approvals and for obtaining an occupancy permit prior to occupation;
 - (c) the owner will engage professional designers, consultants, contractors and subcontractors or trades. The owner will enter into its own contractual agreements with the contractor and/or subcontractors. The owner shall ensure that the contractor and/or subcontractors carry the necessary insurance and have taken out the necessary permits and shall indemnify the strata corporation for any loss, cost or damage suffered by it if they fail to do so. The owner's contractor and/or subcontractors are to ensure that their work conforms to the criteria of the overall base building standards.

- (d) the owner will indemnify the strata corporation from any and all claims arising out of work done by the owner or its contractors and the owner will promptly remove any liens filed against title to the common property in connection with its work; and
- (e) the owner will cause all of its work to be done in a good and workmanlike manner and in accordance with any approvals by the strata council.
- (f) Limit improvement work to the hours of:
 - (i) 9 am to 5pm on Weekdays
 - (ii) 11am to 5pm on Saturdays
 - (iii) Prohibited on Sundays and Holidays
- (g) In the case of a flooring change, minimum underlay specifications at least STC>73 and IIC>71 must be used and verified by the owner.

Move In/Out

50. (1) An Owner:

- a. must schedule every move-in or move-out in advance with the building supervisor. Available times are subject to:
 - (i) previously scheduled moves
- b. must provide a security deposit of \$200.00 prior to each move-in or move-out, to be returned in a reasonable time period with a description of any deductions due to property damage.
- c. must provide a \$100.00 non-refundable fee prior to a move-in or move-out. There will be no move-in or move-out fee applicable to townhouses.
- d. will be charged an additional \$50.00 fine each time if they, or their Tenant(s) perform an unscheduled move-in or move-out

Projectiles

- 51.** Throwing of objects, fluids, or projectiles of any kind, from anywhere on the property is not permitted.

Garbage Disposal / Recycling

- 52. (1)** Garbage and recycling should be disposed of properly, and in the garbage room located on P1.

- (2) Any materials other than ordinary household refuse must be disposed of off-site at his or her expense.

Visitor Parking

53. (1) Visitor parking in the designated BCS4213 visitor parking space shall be on a first come first served basis.
- (2) Parking permits issued by the strata corporation must be placed on the dashboard of the visiting motor vehicle with the pass number visible, or they may be subject to being towed at the vehicle owner's sole risk and expense
- (3) A maximum of one visitor parking permit will be issued to each strata lot. Parking permits are the property of the strata corporation.
- (4) Lost or stolen tags must be reported immediately to the management company and a charge of \$50.00 per parking permit will be levied for a replacement of the lost or stolen parking permit. Lost or stolen permits will be voided from the system and the new permits will be activated.
- (5) The visitor parking spaces are intended for the exclusive use of individuals who are visiting a resident of BCS4213 or by tradespeople who are providing a special service to the building. Any other use contravenes this bylaw.
- (6) Visitors will not park a motor home, trailer, tractor, boat or equipment of any kind in a visitor parking space.
- (7) A resident's personal vehicles must not be parked in the visitor stalls with or without the visitor's parking permit.
- (8) Visitor parking shall be limited to a maximum duration of 18 hours, unless prior approval is arranged with the concierge. Under no circumstances may a motor vehicle be parked overnight or make use of visitor parking for more than three (3) consecutive days without an extended visitor parking pass. Furthermore, no motor vehicle may make use of visitor parking for more than seven (7) days per month.
- (9) Residents who allow friends or relatives to regularly park motor vehicles (i.e. for daily work in the area) will lose their visitor parking privileges. These types of arrangements do not fall under the "visitor" category for parking in the building.