

**BYLAWS
STRATA CORPORATION VR 447
"MARINA PLACE"**

Last Revised: May 15, 2010

PREAMBLE

Wishing to foster a sense of community, to live together in a spirit of neighbourliness, and to protect an important real estate investment – the strata council and owners of Marina Place have adopted the following bylaws:

BY-LAW 1 GENERAL

- 1.1 The term owner, where used herein, shall be deemed to also apply to an owner's tenant, lessee, guest, visitor, servant, or occupant of whatever nature in all matters contained in these Bylaws relating to, but not necessarily restricted to, the use, protection, maintenance and enjoyment by others of the building an/or its facilities. This in no way negates or limits the owner's full responsibility for such invitees while in the building or on the grounds.
- 1.2 An owner shall not:
 - a) Use his/her Strata Lot for any purpose which may be illegal or injurious to the reputation of the building; or
 - b) Make undue noise in or about any Strata Lot or common property; or
 - c) Keep any animal on his Strata Lot or the common property after notice on that behalf from council.
- 1.3 An owner shall not use his/her Strata Lot, or permit same to be used for any other purpose except as a residence.

BY-LAW 2 DISTURBANCES OF OTHERS

- 2.1 No owner shall leave any shopping carts, bicycles, or other similar property on the common property, except where noted in Bylaw 6.
- 2.2 No mops or dusters of any kind shall be shaken and no refuse shall be thrown out of the windows or doors or from the balconies of any Strata Lot.
- 2.3 Strata Lot owners, shall not create a disturbance in common areas of the building or grounds.

BY-LAW 3 HAZARDS

- 3.1 No owner shall; do anything or permit anything to be done that will increase the risk of fire or the rate of fire insurance on the building or any part thereof.
- 3.2 It is the responsibility of each owner to maintain in proper working order an A, B or C fire extinguisher and a smoke detector in each Strata Lot.

- 3.3 In the event of an emergency emanating from a Strata Lot whose occupants cannot be contacted, access for protection of common property or safety may be gained by force at the occupants expense.
- 3.4 Owners are responsible for adequately securing plants or other articles on balcony railings. No planters are to be hung on the outside of the railing or placed on building ledges. Damage or injury resulting from falling articles is at the liability of the owner.

BY-LAW 4 CLEANLINESS

- 4.1 An owner shall not allow his Strata Lot to become unsanitary or the limited common property to become cluttered, unsightly, or a fire hazard.
- 4.2 All refuse and garbage must be taken from each Strata Lot and deposited into the appropriate garbage receptacle or recycling bins as provided for such purpose in the appropriate location.
- 4.3 Any materials other than ordinary household refuse and garbage shall be removed from the Strata Plan property at the expense of and by the individual owner. The following are not to be placed in the garbage and are the responsibility of the owners to dispose of: paint, oil, gyproc, tires, batteries, furniture, and mattresses.

BY-LAW 5 EXTERIOR APPEARANCE AND ALTERATIONS

- 5.1 No Laundry, washing, clothing, bedding or other articles shall be hung or displayed from windows, balconies or other parts of the building so that they are visible from the exterior.
- 5.2 No signs, billboards, notices or other advertising matter of any kind shall be placed on the common property or any part of a unit without the written consent of the council.
- 5.3 No structural alterations to any bearing or party walls shall be made, and no plumbing or electrical work within any bearing or party wall, if any, shall be made without the prior written consent of the council.
- 5.4 An owner shall not do any act or permit any act to be done or alter or permit to be altered his Strata Lot in any manner, which will alter the exterior appearance of the building, subject to council approval.
- 5.5 The lower level storage rooms in the 7th Avenue units are designated as unfinished basements. Any improvements made to these areas are at the owners' risk. Should any water leakage occur in a finished basement, the owner will be responsible for removing any improvements to allow access to the leak. Any damage or replacement of the improvements is the responsibility of the owner.

- 5.6 Hardwood, laminate or similar flooring in a strata lot shall have a sound barrier material (approved by the "Flooring Association") installed between the new floor material and the original sub-floor. An owner must request approval to install a new floor and submit details of the proposed sound barrier to the Strata Council, pursuant to this bylaw.
- 5.7 Noise caused by construction work should be limited to the hours between 8:00am and 6:00pm
- 5.8 All common areas affected by the construction must be cleaned up daily. Any construction related refuse should not be disposed of in the Strata garbage container. Arrangements for construction garbage pickup shall be scheduled and paid for by the strata lot responsible for the refuse. Under no circumstances should drywall be placed in the Strata garbage container.
- 5.9 Any work that would require penetration of the concrete slab over the garage (such as plumbing fixture drains) or any alteration to the concrete slab over the garage must have prior approval of the Strata Council.
- 5.10 Roof or Balcony wood decks are the responsibility of each Strata Lot owner, but any alteration or construction of the decks must have prior approval of the Strata Council.
- 5.11 New installation or a relocation of an existing gas meter must have a prior approval of the Strata Council
- 5.12 Each strata lot is permitted to display 1(one) "For Sale" Real Estate Sign and 1(one) "Sold" Real Estate Sign. The "Sold" sign must be removed not later then 2 (two) weeks after the sale of the strata lot.

BY-LAW 6 VEHICLES AND PARKING

- 6.1 A resident shall use the parking space which has been specifically assigned to his or her Strata Lot, save and except for private arrangements with other owners for the use of parking spaces assigned to such other owners.
- 6.2 The parking spaces assigned to a Strata Lot shall not be rented or leased to a non-resident.
- 6.3 No vehicle shall park in a manner, which will reduce the width of the garage roadway.
- 6.4 Parking spaces are to be kept clean, tidy and free of surface oil or fluids by the owner.
- 6.5 Bicycles are to be stored in individual parking stalls or in areas designated by the strata council.
- 6.6 No repairs or adjustments or washing to motor vehicles or other mechanical equipment shall be carried out on common property.

- 6.7 Only currently insured motor vehicles will be allowed to park in the parking area. Unlicensed vehicles must display a copy of a current "unlicensed vehicle policy", with a minimum of "basic third party liability" coverage in the vehicles and a copy provided to the Strata Corporation.

BY-LAW 7 PETS AND ANIMALS

- 7.1 An owner shall not keep any animals, livestock, fowl, or pet of any kind in any Strata Lot of the Strata Corporation save and except with the approval of council. Owner(s) shall be limited to the ownership of two pets, one cat and one dog or either of two cats or two dogs.
- 7.2 No owner shall feed birds or other animals from their Strata Lot or anywhere in close proximity to or within the Strata Plan.
- 7.3 Owners shall not permit their pets to foul common areas and are responsible to clean up after their pets. Dogs and other animals are not permitted to be washed in the common areas.
- 7.4 All dogs and other permitted pets of any kind must be controlled by means of a leash within the building and when on the common property.
- 7.5 If the strata council, on reasonable grounds, considers a permitted pet to be a nuisance, such pet shall be controlled and removed from the lot after fifteen (15) days notice in writing to that effect is given to the Owners of the lot where it is kept.

BY-LAW 8 LEASING OR RENTING OF STRATA LOTS

- 8.1 Any Strata Lot where the registered owner(s) and/or their immediate family member(s) does not reside, and where someone else resides, that strata lot shall be considered a rental.
- 8.2 Subject to the provisions of Section 144 of the Strata Property Act and Bylaw 8.3 of these bylaws, the number of strata lots which may be leased or rented shall be zero (0).
- 8.3 Owners which have occupied and been an owner on title of a strata lot for a period of twelve (12) or more consecutive months shall, subject to strata council approval, be permitted to rent or lease their strata lot for a period not to exceed 12 months in duration.
- 8.4 The total number of strata lots which may be rented/leased under Bylaw 8.3 shall be four (4).
- 8.5 An owner wanting to lease or rent his/her strata lot under bylaw 8.3 must obtain written permission from the council prior to leasing or renting his/her strata lot.

- 8.6 Any owner who violates any provision of this by-law (Leasing or Renting of Strata Lots) shall be subject to fines of not more than \$500.00 for each offense per month that the strata lot is leased or rented. The fine will become part of the strata fees and will be due and payable on the next strata fee due date.
- 8.7 Where an owner has been given approval to rent or lease his/her strata lot, the owner must provide a completed Form K, tenants undertaking to the corporation, within 30 days of the commencement of the tenancy.
- 8.8 Tenants of the units under this section shall not be allowed to sublet all or any portion of the rental unit without requesting approval of Strata Council pursuant to the guidelines under 8.4 and obtaining that approval. Approval may carry terms and conditions stipulated by Council.

BY-LAW 9 DAMAGE TO PROPERTY

- 9.1 No owner shall do anything on common property likely to damage common or limited common property, plants, bushes, flowers, tiling, or roofing membranes.
- 9.2 The sidewalks, walkways, passages, hallways, stairs, and the driveways of the common property shall not be obstructed or used for any purpose other than ingress from the lots and parking areas within the common property.
- 9.3 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, or to any strata lot by the Owners' act, omission, negligence or carelessness, or by that of any member of the owner's family, or the owner's guests, employees, agents, or tenants, but only to the extent that such expense is not met by the proceeds received by the strata corporation as insurance coverage. In such circumstances, and for the purposes of this Bylaw, 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 shall be charged to the responsible owner(s).
- 9.4 If the strata corporation is required to enter a strata lot for the purpose of maintaining, repairing or renewing pipes, wires, cables and/or ducts, the strata corporation and its agents shall, in carrying out any work or repairs, do so in a proper and workmanlike manner and shall make good to a reasonable standard any damage(s) to the Strata Lot occasioned by such works.
- 9.5 Owners are required to maintain a minimum third party liability insurance in the amount of two million dollars (\$2,000,000.00).
- 9.6 Power washing of decks is prohibited.

BY-LAW 10 STORAGE

- 10.1 Without the consent of the council, no part of common property shall be used for storage. Storage shall be at the risk of the owner.

BY-LAW 11 COMMUNICATION

- 11.1 Communication between owners and council shall be in writing, signed by the owner and shall be directed to the management company.
- 11.2 Any consent, approval, or permission given under these Bylaws by the strata council shall be revocable by simple majority vote of the owners.

BY-LAW 12 VOTING RIGHTS

- 12.1 The vote for a strata lot may not be exercised, except on matters requiring a unanimous vote, if the strata lot is in arrears of its financial obligations to the strata corporation: i.e. failure of owner to pay strata fees and/or special levies, failure to reimburse the cost of work carried out by the strata corporation on behalf of the owner and/or to pay the strata lot's share of a judgment against the strata corporation.

BYLAW 13 FINES, PENALTIES & ASSESSMENTS

- 13.1 An owner found in violation of any Bylaw or Rule and Regulation of the strata corporation is subject to a fine established by the strata corporation. Where fines/penalties are not specified, owners will be given a written warning for the first offense, a maximum fine/penalty of \$50 for repeated rule and regulation offenses and \$200 for repeated bylaw offenses.
- 13.2 An infraction or violation of these Bylaws or any Rules and Regulations by an owner, his employees, agents, guests, or tenants may be corrected, remedied or cured by the strata corporation. Any expense so incurred by the strata corporation will be charged to the owner and shall be added monthly to the assessment of the owner.
- 13.3 All fines/penalties levied shall become due and payable on the first day of the month following and shall be added to, and form a part of, that month's assessment on the owners' strata lot, and shall be collectable as such in accordance with Section 99 of the Strata Property Act.
- 13.4 Fines/penalties for violation of the Bylaws, Rules and Regulations will be given when the violation can be verified in writing by the, managing agent, two other residents, or any council member. Owners receiving fines/penalties may appeal them at the next scheduled council meeting.
- 13.5 Overdue accounts and late payment fees will be \$25 per month.
- 13.6 Strata lot owners' cheques returned by the bank and/or marked, as non-sufficient funds (NSF) will be charged a \$25 administration fee.
- 13.7 The strata corporation may take whatever action necessary to ensure collection of all arrears, including the use of collection agencies,

commencing court action, and/or any other means provided under the Strata Property Act. The cost(s) of such action shall be borne by the strata lot owner and shall be added to the strata lot owners' assessments.

BY-LAW 14 SEVERABILITY

- 14.1 The provision hereof shall be deemed independent and severable and the invalidity in whole or in part of any bylaw does not effect the validity of the remaining Bylaws, which shall continue in full force and effect as if such invalid portion had never been included herein.