

THE OWNERS OF STRATA CORPORATION LMS4060

SCHEDULE OF STANDARD BYLAWS

DIVISION 1 – DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

1. **Payment of strata fees**
 - 1.1. An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
2. **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.
 - 2.2. 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.
3. **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
 - 3.1.1. causes a nuisance or hazard to another person,
 - 3.1.2. causes unreasonable noise,
 - 3.1.3. unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - 3.1.4. is illegal, or
 - 3.1.5. 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.
 - 3.2. 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.
 - 3.3. An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
 - 3.4. Pets must be under control at all times. An owner, tenants or occupant must not keep any pets on a strata lot other than one or more of the following:
 - 3.4.1. a reasonable number of fish or other small aquarium animals;
 - 3.4.2. a reasonable number of small caged animals;
 - 3.4.3. up to 2 caged birds;
 - 3.4.4. one dog or one cat.
4. **Inform strata corporation**
 - 4.1. Within 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.
 - 4.2. On request by the strata corporation, a tenant must inform the strata corporation of his or her name.
5. **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:
 - 5.1.1. the structure of a building;
 - 5.1.2. the exterior of a building;
 - 5.1.3. chimneys, stairs, balconies or other things attached to the exterior of a building;
 - 5.1.4. doors, windows or skylights on the exterior of a building, or that front on the common property;
 - 5.1.5. fences, railings or similar structures that enclose a patio, balcony or yard;
 - 5.1.6. common property located within the boundaries of a strata lot;
 - 5.1.7. those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
 - 5.2. The strata corporation must not unreasonably withhold its approval under subsection (5.1), 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.

- 5.3. This section does not apply to a strata lot in a bare land strata plan.
6. **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.
- 6.2. The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
7. **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
- 7.1.1. in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
- 7.1.2. at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
- 7.2. The notice referred to in subsection (7.1.2) must include the date and approximate time of entry, and the reason for entry.

DIVISION 2 – POWERS AND DUTIES OF STRATA CORPORATION

8. Repair and maintenance of property by strata corporation

- 8.1. The strata corporation must repair and maintain all of the following:
- 8.1.1. common assets of the strata corporation;
- 8.1.2. common property that has not been designated as limited common property;
- 8.1.3. limited common property, but the duty to repair and maintain it is restricted to
- 8.1.3.1. repair and maintenance that in the ordinary course of events occurs less often than once a year, and
- 8.1.3.2. the following, no matter how often the repair or maintenance ordinarily occurs:
- 8.1.3.2.1. the structure of a building;
- 8.1.3.2.2. the exterior of a building;
- 8.1.3.2.3. chimneys, stairs, balconies and other things attached to the exterior of a building;
- 8.1.3.2.4. doors, windows and skylights on the exterior of a building or that front on the common property;
- 8.1.3.2.5. fences, railings and similar structures that enclose patios, balconies and yards;
- 8.1.4. 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
- 8.1.4.1. the structure of a building,
- 8.1.4.2. the exterior of a building,
- 8.1.4.3. chimneys, stairs, balconies and other things attached to the exterior of a building,
- 8.1.4.4. doors, windows and skylights on the exterior of a building or that front on the common property, and
- 8.1.4.5. fences, railings and similar structures that enclose patios, balconies and yards.

DIVISION 3 – COUNCIL

9. Council size

- 9.1. Subject to subsection (9.2), the council must have at least 3 and not more than 7 members.
- 9.2. If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

10. **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.
 - 10.2. A person whose term as council member is ending is eligible for reelection.
11. **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 or more council members.
 - 11.2. 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.
12. **Replacing council member**
 - 12.1. If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
 - 12.2. A replacement council member may be appointed from any person eligible to sit on the council.
 - 12.3. 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.
 - 12.4. If all the members of the council resign or are unwilling or unable to act for a period of 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.
13. **Officers**
 - 13.1. 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, a secretary and a treasurer.
 - 13.2. A person may hold more than one office at a time, other than the offices of president and vice president.
 - 13.3. The vice president has the powers and duties of the president
 - 13.3.1. while the president is absent or is unwilling or unable to act, or
 - 13.3.2. for the remainder of the president's term if the president ceases to hold office.
 - 13.4. If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.
14. **Calling council meetings**
 - 14.1. 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.
 - 14.2. The notice does not have to be in writing.
 - 14.3. A council meeting may be held on less than one week's notice if
 - 14.3.1. all council members consent in advance of the meeting, or
 - 14.3.2. the meeting is required to deal with an emergency situation, and all council members either
 - 14.3.2.1. consent in advance of the meeting, or
 - 14.3.2.2. are unavailable to provide consent after reasonable attempts to contact them.
 - 14.4. The council must inform owners about a council meeting as soon as feasible after the meeting has been called.
15. **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.
 - 15.2. If a hearing is requested under subsection (15.1), the council must hold a meeting to hear the applicant within one month of the request.
 - 15.3. 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 hearing.
16. **Quorum of council**
 - 16.1. A quorum of the council is
 - 16.1.1. 1, if the council consists of one member,
 - 16.1.2. 2, if the council consists of 2, 3 or 4 members,
 - 16.1.3. 3, if the council consists of 5 or 6 members, and

16.1.4. 4, if the council consists of 7 members.

16.2. Council members must be present in person at the council meeting to be counted in establishing quorum.

17. 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.

17.2. If a council meeting is held by electronic means, council members are deemed to be present in person.

17.3. Owners may attend council meetings as observers.

17.4. Despite subsection (17.3), no observers may attend those portions of council meetings that deal with any of the following:

17.4.1. bylaw contravention hearings under section 135 of the Act;

17.4.2. rental restriction bylaw exemption hearings under section 144 of the Act;

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

18. 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.

18.2. Unless there are only 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.

18.3. The results of all votes at a council meeting must be recorded in the council meeting minutes.

19. Council to inform owners of minutes

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

20. Delegation of council's powers and duties

20.1. Subject to subsections (20.2) to (20.4), 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.

20.2. The council may delegate its spending powers or duties, but only by a resolution that

20.2.1. delegates the authority to make an expenditure of a specific amount for a specific purpose, or

20.2.2. delegates the general authority to make expenditures in accordance with subsection (20.3).

20.3. A delegation of a general authority to make expenditures must

20.3.1. set a maximum amount that may be spent, and

20.3.2. indicate the purposes for which, or the conditions under which, the money may be spent.

20.4. The council may not delegate its powers to determine, based on the facts of a particular case,

20.4.1. whether a person has contravened a bylaw or rule,

20.4.2. whether a person should be fined, and the amount of the fine, or

20.4.3. whether a person should be denied access to a recreational facility.

21. 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.

21.2. Despite subsection (21.1), 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.

22. 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.

22.2. Subsection (22.1) 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

23. **Maximum Fine** [Deleted – 2003-03-06]
24. **Continuing Contravention** [Deleted – 2003-03-06]
25. **Infractions of The Bylaws and Rules and Regulations**
 - 25.1. Any payment for strata fees, special assessments, levies, charges or penalties, dishonoured by financial institutions regardless of reason will be levied a service charge of \$50 per time.
 - 25.2. Except as otherwise provided, each owner or resident breaching a bylaw will be warned once, then in accordance with the Strata Property Act, the owner or resident will be fined a maximum of \$100 for each infraction of the Bylaws and Rules and Regulations. Repeat violations of a bylaw will result in the owner or resident being fined weekly the additional sum of \$50 without further warning.
 - 25.3. All penalties or fines not settled within 45 days will be assessed to the owner or resident of the strata lot in addition to the monthly strata fees.
26. **Maximum fine**
 - 26.1. The Strata Corporation may fine an owner or tenant a maximum of
 - 26.1.1. \$100 for each contravention of a bylaw, and
 - 26.1.2. \$50 for each contravention of a rule.
27. **Continuing contravention**
 - 27.1. 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 every 7 days.
 - 27.2. **Application of Funds Collect**
 - 27.2.1. Upon receipt of any and all funds received from an owner or a tenant regardless of reason shall apply first to all fines outstanding and remaining funds, if any, then apply to outstanding fees owing.
28. **Collection Procedures**
 - 28.1. The Strata Corporation must give at least 2 weeks' written notice to an owner or tenant in default demanding payment via registered mail.
 - 28.2. The demand letter must indicate the Strata Corporation may register a Certificate of Lien against the title of the property in default and sue the owner or tenant in default in court.
 - 28.3. The Strata Corporation upon non-payment within the 2 weeks' notice period may proceed to register a Certificate of Lien against the title of the property in default; and
 - 28.4. Apply to court as the prevailing Strata Property Act or any other acts or legislations shall deem fit at the time for an order for sale of the property in default; and
 - 28.5. Upon sale of the property in default in accordance to the terms and conditions of the court order for sale to recover the monies outstanding including all other allowable charges and costs associated with the legal procedures.
29. **Authorization to Proceed**
 - 29.1. The Strata Corporation may proceed under the *Small Claims Act* without further authorization by the owners to recover from an owner or tenant by an action in debt in Small Claims Court monies owing to the Strata Corporation including monies owing as administration fees, bank charges, fines, penalties, interests or costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover monies which the Strata Corporation is required to expend as a result of the owner's or tenant's act, omission, negligence or carelessness or that of an owner's or tenant's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

DIVISION 5 – ANNUAL AND SPECIAL GENERAL MEETINGS

30. **Quorum**
 - 30.1. If the time appointed for a general meeting, special general meeting, or extra-ordinary general meetin, a quorum is not present, the meeting shall stand adjourned for a period of thirty minutes whereupon the adjourned meeting shall be reconvened at the same place and the persons present in person or by proxy and entitled to vote, shall constitute a quorum.

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31. **Person to chair meeting**

- 31.1. Annual and special general meetings must be chaired by the president of the council.
- 31.2. If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 31.3. 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.

32. **Participation by other than eligible voters**

- 32.1. Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 32.2. 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.
- 32.3. 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.

33. **Voting**

- 33.1. At an annual or special general meeting, voting cards must be issued to eligible voters.
- 33.2. 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.
- 33.3. 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.
- 33.4. 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.
- 33.5. 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.
- 33.6. If there are only 2 strata lots in the strata plan, subsection (27.5) does not apply.
- 33.7. 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.
- 33.8. In accordance with Section 53(2) and (3), no owners with unpaid or outstanding fees, penalties or fines may exercise his/her right to vote, including matters requiring unanimous vote.

34. **Order of business**

- 34.1. The order of business at annual and special general meetings is as follows:
 - 34.1.1. certify proxies and corporate representatives and issue voting cards;
 - 34.1.2. determine that there is a quorum;
 - 34.1.3. elect a person to chair the meeting, if necessary;
 - 34.1.4. present to the meeting proof of notice of meeting or waiver of notice;
 - 34.1.5. approve the agenda;
 - 34.1.6. approve minutes from the last annual or special general meeting;
 - 34.1.7. deal with unfinished business;
 - 34.1.8. 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;
 - 34.1.9. ratify any new rules made by the strata corporation under section 125 of the Act;
 - 34.1.10. report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - 34.1.11. approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
 - 34.1.12. deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - 34.1.13. elect a council, if the meeting is an annual general meeting;
 - 34.1.14. terminate the meeting.

DIVISION 6 – VOLUNTARY DISPUTE RESOLUTION

35. Voluntary dispute resolution

- 35.1. 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
 - 35.1.1. all the parties to the dispute consent, and
 - 35.1.2. the dispute involves the Act, the regulations, the bylaws or the rules.
- 35.2. A dispute resolution committee consists of
 - 35.2.1. 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
 - 35.2.2. any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- 35.3. The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 7 – OTHERS

36. Vehicles Insuring and Licensing

- 36.1. Only vehicles with current registration and insurance in force shall be allowed in parking areas, except with special written permission of the Strata Council.
- 36.2. Parking of private vehicles, other than those of residents and their guests, is prohibited unless written consent is obtained from the Strata Council and such permission should be displayed on dash of the vehicle at all times while parked in parking areas.
- 36.3. Owners of unlicensed vehicles must display on the vehicle or provide to the Strata Corporation, or management company, proof of a minimum of \$1,000,000 current third party liability insurance coverage. Failure to provide such proof to the Strata Corporation or management company within 48 hours upon demand will result in the vehicle(s) being towed at the owner's expense and peril.

37. Parking Space Usage

- 37.1. Residents and their guests shall park their vehicles only in spaces assigned to them, unless written consent is obtained from the Strata Council.
- 37.2. No one shall park, or leave unattended, a vehicle in such a position that it interferes or infringes upon other parking spaces.
- 37.3. No vehicles shall be left in such a way that it blocks or infringes on access lane, "non parking" zones, or which impeded emergency vehicles.
- 37.4. No vehicles, boats, trailers, or equipments attached thereto, that constitute a fire hazard, in the opinion of the Strata Corporation, shall be permitted in the parking areas.

38. Visitor Parking

- 38.1. Visitor parking is for non-residents only and is available for a maximum of 72 hours, which period may be extended by written permission of the Strata Council only. Violation of this bylaw may result in the vehicle being towed at the owner's expenses and peril.
- 38.2. Commercial vehicles shall be permitted temporarily on common property only for the purpose of loading, unloading, delivery or providing a service.

39. Unauthorized Parking

- 39.1. Motor vehicles shall not be permitted to park in the common property driveways or any designated fire lanes of the Strata Corporation.
- 39.2. All vehicles parked in violation will be towed away at the owner's expenses and peril.

40. Vehicle Servicing

- 40.1. Vehicles may be washed only at the designate location and persons washing vehicles must hose down all dirt and remove excess water and suds resulting from the vehicle washing.
- 40.2. All vehicle repairs and/or tune ups or excessive engine running on site are prohibited.
- 40.3. Vehicles dripping excessive oil, gasoline or other fluids, will be prohibited from parking on site until repaired. Strata lot owners shall, upon notification, clean up all drippings within seven (7) days. Failure to do so will

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result in the assessment of clean-up costs and a fine to the strata lot owner.

41. **Definition of Original Construction Date**

41.1. For strata building insurance purpose and for further clarification of definition of *Original Construction* date under Section 149(1)(d) of the Act and Section 9.1(1) of the Regulation the date of original installation shall be defined as from the date of April 2, 2005.

42. **Insurance Matters**

42.1. The Strata Corporation strongly recommends each and all owners of strata lots for the purpose of proper and incidental insurance coverage should obtain and maintain the following:

42.1.1. loss or damage to the owner's strata lot and fixtures not insured by the Strata Corporation (back up insurance if the Strata Corporation does not obtain the required insurance); and

42.1.2. fixtures in the owner's strata lot that were not built or installed by the owner developer as part of the original construction; and

42.1.3. improvement to fixtures built or installed on the strata lot by the owner developer as part of the original construction; and

42.1.4. loss of rental values of the owner's strata lot in excess of insurance obtained and maintained by the Strata Corporation; and

42.1.5. liability for property damage and bodily injury, whether occurring on the owner's strata lot or on common property.

(Section 43 ~ Section 60 Reserved For Future Use)

DIVISION 8 – RULES AND REGULATIONS

61. **Use of Strata Lots**

61.1. No owners or residents shall at any time or permit it to be used for any purpose other than full-time residential accommodation for the owner, members of the owner's immediate family and/or bona fide tenants of the owner.

62. **Building Appearance**

62.1. The outside appearance of the building may not be altered in any way. Painting any part of the exterior is prohibited. Nothing is permitted to be placed outside the window glass, placed against or attached to the window glass. The hanging or display of anything, including laundry, other than that provided by these Bylaws, is prohibited.

62.2. The inside appearance of the building may not be altered in any way. Applying, attaching or displaying anything in the hallway side of the strata lot door and hallways is prohibited unless otherwise approved by Council. Mats on hallway floors are not permitted. Defacement of any common property including carpets, walls, ceiling, tiles, doors and/or windows is forbidden.

63. **Hallways**

63.1. There is absolute no smoking of any kind allowed inside of this building including but not limiting to hallways, elevator, stairwell and secured parking area.

64. **Nuisance**

64.1. No person including owners and their respective invitees, visitors, guests, relatives and tenants are allowed to carry any type of fire-arms or weapons be it replica or not neither inside nor outside of this building. Any and all incidents will be reported to authorities with no exception.

64.2. No person including owners and their respective invitees, visitors, guests, relatives and tenants are allowed to perform any type of indecent exposures neither inside nor outside of this building. Any and all incidents will be both confronted by the council or the management company and reported to authorities with no exception.

64.3. Hallways are expressly designated as common property and all owners or residents shall not allow any personal belongings to be left in the hallway. Items left in the hallways may be removed and disposed of without notice.

65. Balconies and Patios

- 65.1. Only patio type furniture and plants are permitted on balconies.
- 65.2. Only certified electric barbeques may be used on the balconies.
- 65.3. The storage or keeping of materials including packing, appliances, bicycles, chemicals, etc. is prohibited.
- 65.4. As limited common property is expressly designated for use and enjoyment of an owner, the owner is responsible to care for and maintain that property carefully and in a clean manner. Any repair, or painting is the responsibility of the Corporation. Any use resulting in damage or misuse which results in contravention of the Bylaws and Rules and Regulations shall be repaired or corrected by the Corporation and the expense of such action will be charged to the owner. Upon notice the owner shall permit access for inspection, repair and correction. Failure to heed notice will result in the assessment of a penalty of \$100.
- 65.5. No deposited solids or fluids including wash water or excess plant watering shall be permitted to enter the balcony drain. The drain is provided for the discharge of natural precipitation only.
- 65.6. No food shall be left on balconies or any common property or given to birds or animals.
- 65.7. Enclosure of balconies is forbidden by covenant.

66. Garbage Disposal

- 66.1. The transport of garbage in hallways, elevators and other common property should be secured. Owners should clean up immediately if anything is dropped.
- 66.2. It is the owner's responsibility to dispose of items such as carpets, mattresses, furnitures, paint, construction debris or chemicals. The garbage bin may not be used.
- 66.3. Cardboard boxes shall be collapsed prior to placing in the recycling bins provided.
- 66.4. Owners violating these garbage disposal bylaws will be assessed a penalty of \$100 and all damage and clean up costs.

67. Security of Building

- 67.1. Security of this building cannot be maintained without the full cooperation and observance of the Bylaws and Rules and Regulations by all residents. All residents are responsible for the safe custody of RadioClik SuperHET RF Receiver (remote entrance control clicker).
- 67.2. No one shall leave open or unlocked any outside entrance or fire door unless they are in constant supervision of that entrance.
- 67.3. No one shall let another person into the building when entering or leaving unless that person is known to them. This particular applies to persons claiming to be trades people or delivery people, since there is no reason for them to enter the building unless the person they are calling is at home.
- 67.4. Residents are liable for any damage done to common property by their guests or visitors.
- 67.5. All keys to locks on common property may be made and issued by the Strata Council.
- 67.6. Additional keys may be obtained with Strata Council approval upon payment of a non-refundable charge to the Corporation. Such charge to be set from time to time.
- 67.7. All keys lost or stolen shall be reported to the Corporation. There will be a charge for obtaining a replacement key.
- 67.8. Any owners, residents, or guests are found using an unauthorized copy of a common property key, the said owner shall be assessed the minimum penalty of \$100 and may, if the breach appear serious enough, in the judgement of the Council, be assessed the cost of changing all locks.

68. Safety & Cleanliness

- 68.1. For safety reasons, liability exposure and peace and quiet enjoyment throughout the complex, common areas shall not be used for ball games such as basket ball, football, baseball etc., nor shall skating, skateboarding, riding scooters, or other games which may create noise or damage to common property, be permitted. Children playing on the common areas must be supervised by an adult at all times.
- 68.2. Only wheelchairs and baby carriages, furniture dollies and any others otherwise provided for in these Bylaws and Rules and Regulations are permitted in all hallways and elevator. All other wheeled vehicles and means of conveyance are not permitted.
- 68.3. No cleated shoes, golf shoes nor golf carts are permitted in hallways and elevator.
- 68.4. No spitting or nasal discharge is permitted in common areas by order of Vancouver Health Department.
- 68.5. An owner or resident shall not allow his/her strata lot to become unsanitary.

69. **Bicycles**

- 69.1. Owners-cyclists shall carry their bicycles while transporting to and from their strata lots. Wheeling or pushing of bicycles in the hallways is prohibited.
- 69.2. Any contravention of this Bylaw may result in a \$100 penalty..

70. **Noise**

- 70.1. An owner or resident shall not permit any occupant of his strata lot or any guest to make undue noise in or about any strata lot or common property, or to do anything which will interfere unreasonably with any other owners or residents.
- 70.2. Sound reproduction shall be restricted so as not to disturb other owners or residents. If the sound or noise can be heard outside any strata lot, it shall be deemed as being too loud.

71. **Renting and Renting Restrictions**

- 71.1. Notwithstanding subsection 71.3 this specific bylaw applies and enforceable on residential units only.
- 71.2. There is a rental restriction of no more than 4 units.
- 71.3. Before an owner leases his/her strata lot, he/she will give the Strata Corporation the prescribed Form K – Notice of Tenants' Responsibilities" under the Strata Property Act duly signed by the tenant, undertaking to comply with all the Bylaws and Rules and Regulations prescribed by the Council.

72. **Move In or Out**

- 72.1. A non-refundable assessment of \$100 will be levied to the owner of any unit on any move in and move within of the building to defray the costs to the Strata Corporation, which includes, but not limited to, inspection of the common areas before and after moving and administration. This applies only to new residents moving in.
- 72.2. The moving party will be responsible for any damage to common areas. Damage costs not recovered from the moving party shall be assessed to the owner.
- 72.3. Violation of this Bylaw and Rules and Regulations will result in a penalty of \$200 to the Strata Lot owner.
- 72.4. Move in or out includes moving of large furniture or major appliances from or to the strata lot.
- 72.5. Carton boxes, cardboards and crates of alike used for the purpose of moving in or out must be discarded by the owner or resident. No such items should be left behind unattended or dumped at the parking area, garbage bin or recycle bins. These bins are not designed to handle such big items.

73. **Re-Sale of Strata Lots**

- 73.1. An owner, resident or agent of an owner may only display a "For Sale" sign at the designated area along West 41st Avenue as the Council may so designate from time to time.
- 73.2. No owner, resident or agent of an owner shall leave open or unlocked any entrance door to the building for the purpose of "Open House" selling.

Approved by:

Chairperson – Jason Wong