

# **BYLAWS**

THE OWNERS, STRATA PLAN LMS3903

The Aquarius  
1199 Marinaside Crescent  
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189 Davie Street

## **Preamble**

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

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act"). The Schedule of Standard Bylaws to the Act does not apply to the Strata Corporation.

*Updated on January 15, 2008*

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## **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.
- 1.2 A \$50.00 fine will be imposed for each month that an owner's strata fees are in arrears.
- 1.3 An owner must pay strata fees by pre-authorized payments or post-dated cheques payable to the Strata Corporation.
- 1.4 A special levy is due and payable on the date or dates set out in the resolution authorizing the levy.
- 1.5 A \$50.00 fine will be imposed for each month that a special levy is in arrears.
- 1.6 An owner must pay a \$30.00 charge for all dishonoured cheques.
- 1.7 Where an owner fails to pay strata fees, outstanding strata fees will be subjected to an interest charge of 10% per annum, compounded annually.
- 1.8 Owners in arrears for three months or more, or where the amount outstanding is greater than or equal to three months strata fees, will have their access to the common area amenities, the services provided by the concierge and the visitor parking privileges suspended until such time as all outstanding amounts are paid in full.

### **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
  - (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.
- 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 is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.
- 3.4 The number of occupants permitted to reside in a Strata Lot is limited as follows:
- (a) The maximum number of occupants allowed in a 1 bedroom suite is two (2).
  - (b) The maximum number of occupants allowed in a 1 bedroom plus den is four (4).
  - (c) The maximum number of occupants allowed in a 2 bedroom Suite is four (4).
  - (d) A person is defined as an occupant if they live in the suite for over thirty (30) days.
- 3.5 Subject to bylaws 6 and 7, an owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the owner.

#### **4 Pets**

- 4.1 An owner, tenant, occupant or visitor must not keep any pets on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.
- 4.2 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.
- 4.3 An owner, tenant or occupant must not keep a pet on a strata lot other than one or more of the following:
- (a) a reasonable number of fish or small aquarium animals;

- (b) a reasonable number of small caged mammals;
  - (c) up to 2 caged birds;
  - (d) two dogs or two cats or one dog and one cat.
- 4.4 An owner, tenant or occupant must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- 4.5 An owner, tenant, occupant or visitor must not permit a pet to travel on common property unless the pet is leashed (leashes must not be over six (6) feet in length) or in a travel cage. Pets are not permitted on the third floor garden and lagoon, except when utilizing the walkways for access to and from strata lots and elevators.
- 4.6 No pet is permitted to defecate or urinate on common property. If any pet defecates on the common property or limited common property, including patios and balconies, the pet owner will immediately and completely remove the pet's waste from the common property and dispose of it by sanitary means. Litter boxes must be kept indoors and not on common property or limited common property.
- 4.7 An owner, tenant or occupant must not keep a pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If an owner, tenant or occupant has a pet which, in the opinion of council, is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by owners, tenants, occupant or visitors of a strata lot, common property or common assets, council may order such pet be removed permanently from the strata lot, the common property or common asset or all of them.
- 4.8 If an owner, tenant or occupant contravenes bylaw 4.7, the owner of the strata lot will be subject to a fine of \$ 200.00. If the Owner does not comply with the removal order within fourteen (14) days of receiving written notice from the Strata council.
- 4.9 Notwithstanding bylaw 4.8, an owner, tenant or occupant whose pet contravenes bylaw 4.8 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the Strata Corporation to obtain the injunction, including legal costs.
- 4.10 A pet owner must ensure that a pet is kept quiet, controlled and clean.
- 4.11 A strata lot owner must assume all liability for all actions by a pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- 4.12 With the exception of ducks and fish in the third level lagoon, an owner, tenant, occupant or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of

any kind are permitted to be kept on balconies, strata lots, common property or land that is a common asset.

- 4.13 An owner, tenant or occupant contravening any of bylaws 4.1 to 4.6 (inclusive) or 4.10 to 4.12 (inclusive) will be subject to a fine according to the schedule set out in Section 24(2) of this Bylaw.

## **5 Inform Strata Corporation**

- 5.1 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.
- 5.2 On request by the Strata Corporation, a tenant must inform the Strata Corporation of the tenant's name.

## **6 Obtain approval before altering a strata lot**

- 6.1 An owner must obtain the written approval of the Strata Corporation before making or authorizing an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) patios, 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; and
  - (h) wiring, plumbing, piping, heating, air conditioning and other services, or anything defined as requiring a permit by the City of Vancouver.
- 6.2 The Strata Corporation may unreasonably withhold its approval for an owner to alter a strata lot.
- 6.3 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 and to indemnify and hold harmless the Strata Corporation for any future costs in connection with the alteration.

- 6.4 An owner intending to apply to the Strata Corporation for permission to alter a strata lot must:
- (a) make application in writing to council. Such application must include a full set of plans detailing all in-suite alterations, construction time line, and a check in the amount of up to \$1000 payable to the Strata Corporation, LMS 3903. 50% will be used to offset the staff time in processing the request. The balance will be returned to the owner when the renovations are completed and as built plans are provided to the Strata Corporation. The Strata Council might contract for an inspector to supervise the project. The cost of contracting an inspector to be paid by the applicant.
  - (b) if alterations are to the structure, retain the services of a competent structural engineer and provide the engineer's report along with drawings of the alterations; and
  - (c) pay all costs of the engineer and the alterations;
  - (d) In-suite alterations are defined as listed in 6.1 of the Bylaws.
- 6.5 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 sixty (60) days from the first day of construction. Council will consider an extension beyond sixty (60) day period if extenuating circumstances, claimed in writing, are acceptable.
- Any Owner who exceeds this sixty (60) day approval period and does not obtain an extension will be fined \$200 per week. Any Owner requiring more than one extension requires the approval from the Strata Corporation by way of a  $\frac{3}{4}$  vote at an Annual General Meeting or Special General Meeting. When a  $\frac{3}{4}$  vote is required, the costs are at the expense of the applicant.
- Owners granted permission to alter common property or limited common property may be required to set up a pre-paid in trust account with the strata corporation until all construction work is completed.
- 6.6 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 for wiring and plumbing must be obtained.
- 6.7 An owner, tenant or occupant must not make any structural alteration, either to the interior or exterior of the building without prior, written consent of council.
- 6.8 An owner, tenant or occupant who makes any alteration to a strata lot without first obtaining approval from council must restore the strata lot alteration 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.

- 6.9 An owner wishing to install hard surface flooring must obtain prior, written permission from council. Written requests must include an outline of what measures will be taken to reduce the transmission of noise between suites. All hardwood floors to be installed must be ‘floating’ and sufficiently raised above the concrete floor base to reduce the level of noise transmitted between suites.

## **7 Obtain approval before altering common property**

- 7.1 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.
- 7.2 The Strata Corporation may unreasonably withhold its approval for an owner to alter common property.
- 7.3 An owner, as part of its application to the Strata Corporation for permission to alter common property, limited common property or common assets, must:
- (a) submit, in writing, detailed plans and description of the intended alteration;
  - (b) obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the strata council; and
  - (c) obtain the consent of the owners by written approval of the council under bylaw 7.1.
- 7.4 The Strata Corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:
- (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
  - (b) that the standard of work and materials be not less than that of the existing structures;
  - (c) that all work and materials necessary for the alteration be at the sole expense of the owner;
  - (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the Strata Corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;

(e) that the owner and any subsequent owner who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the Strata Corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the Strata Corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the Strata Corporation, and shall become due and payable on the due date of payment of monthly strata fees.

7.5 An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the Strata Corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.

7.6 An owner who, subsequent to the passage of this bylaw 7, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the Strata Corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall be added to the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

## **8 Rooftop Guidelines**

8.1 This bylaw 8 applies to the common property roof as set out on the Option to Lease BN127421 and s.3.1. of the roof lease between Concord and the Strata Corporation.

8.2 Before any alterations are made on the roof, including those areas referred to in the Option to Lease, the alterations must be reviewed and approved by council.

8.3 An owner must provide a valid lease, sublease or assignment of lease before access is allowed to the roof areas.

8.4 An owner must provide 14 days' written notice, including plans, for access to the roof prior pursuant to a valid sublease or assignment.

8.5 An owner must pay a \$200 fee to the Strata Corporation prior to access being granted for elevator use and set up fee for equipment used on the roof. The limit of hours of access and work are from 10:00 a.m. to 4:00 p.m.

8.6 Building inspectors, under supervision, are permitted to access any of the mechanical rooms at a cost of a minimum charge of \$50.00 for the first hour and \$50.00 for each additional hour. The times for access are between 9:00 a.m. and 5:00 p.m., weekdays.

## **9 Permit entry to strata lot**

9.1 An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot or limited common property:

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage,
- (b) at a reasonable time, on 48 hours' written notice, 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, and
- (c) to ensure compliance with the Act, bylaws and rules.

9.2 The notice referred to in bylaw 9.1(b) must include the date and approximate time of entry, and the reason for entry.

9.3 An owner will be responsible for any costs incurred by the Strata Corporation in the process of gaining entry to a strata lot during an emergency.

## **Division 2 – Powers and Duties of Strata Corporation**

### **10 Repair and maintenance of property by Strata Corporation**

10.1 The Strata Corporation must repair and maintain all of the following:

- (a) common assets of the Strata Corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to
  - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
  - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
    - A. the structure of a building;

- B. the exterior of a building;
  - C. chimneys, stairs, balconies, patios and other things attached to the exterior of a building;
  - D. doors, windows and skylights on the exterior of a building or that front on the common property;
  - E. fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot, but the duty to repair and maintain it is restricted to:
- (i) the structure of a building,
  - (ii) the exterior of a building,
  - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
  - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
  - (v) fences, railings and similar structures that enclose patios, balconies and yards.

### **Division 3 – Council**

#### **11 Council**

- 11.1 Subject to bylaw 11.2, the council must have between 5 and 7 members.
- 11.2 Each council member shall hold office for a term of two (2) years as follows:
- (a) up to 4 council members at the annual general meeting held in even years must resign and eligible voters must elect up to 4 council members;
  - (b) up to 3 council members at the annual general meeting held in odd years must resign and eligible voters must elect up to 3 council members.
- 11.3 No person shall be elected to council and remain on council if the Strata Corporation is entitled to register a lien on their strata lot under section 116(1) of the Act.
- 11.4 No person shall be elected to council and remain on council if their strata lot is in arrears of any monies owing to the Strata Corporation.

- 11.5 An owner or the spouse of an owner may stand for council, but not both.
- 11.6 The term of office of a council member ends at the end of the annual general meeting at which their term as a member of council expires.
- 11.7 A person whose term as a council member is ending is eligible for reelection.

## **12 Removing council members**

- 12.1 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.
- 12.2 After removing a Council member, the Strata Corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- 12.3 Should all council members be unwilling or unable to carry out their duties, or be removed from the council, a Special General Meeting must be called to replace the council members.

## **13 Replacing council members**

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

## **14 Officers**

- 14.1 At the first meeting of council held after each annual general meeting, council must elect, from among its members, a chairperson, a vice chairperson, a secretary and a treasurer.
- 14.2 A person may hold more than one office at a time, other than the office of chairperson and vice-chairperson.
- 14.3 The vice-chairperson has the powers and duties of the chairperson

- (a) while the chairperson is absent or is unwilling or unable to act, or
- (b) for the remainder of the chairperson's term if the chairperson ceases to hold office.

14.4 If an officer other than the chairperson is unwilling or unable to act for a period of 3 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

## **15 Calling council meetings**

15.1 Any council member may call a council meeting by giving the other council members at least seven (7) days notice of the meeting, specifying the reason for calling the meeting.

15.2 The notice does not have to be in writing.

15.3 A council meeting may be held on less than seven (7) days 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.

## **16 Requisition of council hearing**

16.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.

16.2 If a hearing is requested under bylaw 16.1, council must hear the applicant at the next monthly meeting.

16.3 If the purpose of the hearing is to seek a decision of council, council must give the applicant a written decision within two (2) weeks of the hearing.

## **17 Quorum of council**

17.1 A quorum of council is:

- (a) three (3) if council consists of 5 or 6 members and;
- (b) four (4) if council consists of 7 members.

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

## **18 Council meetings**

18.1 At the option of council, council meetings may be held by electronic means, as long as all council members and other participants can communicate with each other during the meeting.

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

18.3 council members, except for previously approved presentations and hearings, are the only persons permitted to attend council meetings.

18.4 council may regulate its meetings as it sees fit.

## **19 Voting at council meetings**

19.1 At Council meetings, decisions must be made by a majority of council members present in person at the meeting.

19.2 If there is a tie vote at a council meeting, the chairperson may break the tie by casting a second, deciding vote.

19.3 The results of all votes at a council meeting must be recorded in the council meeting minutes. A council member has the right to have the member's vote recorded in the minutes with regards to any vote held on any matter at a council meeting.

## **20. Council to inform owners of minutes**

20.1 Council must inform owners of the minutes of all council meetings within two weeks of a meeting, whether or not the minutes have been approved.

## **21 Delegation of council's powers and duties**

21.1 Subject to bylaws 21.2, 21.3 and 21.4, 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.

21.2 Council may delegate its spending powers or duties, but only by a resolution that:

- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
- (b) delegates the general authority to make expenditures in accordance with bylaw 21.3;

- 21.3 A delegation of general authority 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.
- 21.4 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.

## **22 Spending restrictions**

- 22.1 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.

## **23 Limitation on liability of council members**

- 23.1 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.
- 23.2 Bylaw 23.1 does not affect a council member's liability, as an owner, for a judgement against the Strata Corporation.
- 23.3 All acts done in good faith by council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

## **Division 4 – Enforcement of Bylaws and Rules**

### **24 Maximum fines**

- 24.1 The Strata Corporation may fine an owner or tenant a maximum of:
- (a) \$200.00 for each contravention of a bylaw and;
  - (b) \$50.00 for each contravention of a rule.
- 24.2 A contravention of a bylaw may result in a fine of no less than fifty (\$50.00) dollars for each violation, to be assessed against the strata lot owner and added to his monthly strata account. Repeated violations may be subject to a fine of up to \$200.00 for each additional violation.



First violation	\$ 50.00 fine
Second violation	\$ 100.00 fine
Further violations	\$ 200.00 per occurrence

24.3 All fines are due and payable within seven (7) days of the written notice of the decision of council in respect of the fine.

## **25 Continuing contravention**

25.1 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.

## **Division 5 – Annual and Special General Meetings**

### **26 Person to chair meeting**

26.1 Annual and special general meetings must be chaired by the chairperson of the council.

26.2 If the chairperson is unwilling or unable to act, the meeting must be chaired by the vice-chairperson.

26.3 If neither the chairperson nor the vice-chairperson chairs the meeting, a chair must be elected by and from the eligible voters present in person or by proxy from among those persons who are present at the meeting.

### **27 Participation by other than eligible voters**

27.1 A person may attend annual and special general meetings if

- (a) they have a valid proxy or have been assigned the landlord's rights; or
- (b) they are an eligible voter; or
- (c) the spouse of an eligible voter.

27.2 If, within one half-hour from the time appointed for an annual or special general meeting, a quorum is not present, the persons entitled to vote present in person or by proxy constitute a quorum.

This bylaw 27.2 is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

### **28 Voting**

- 28.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 If there is a tie vote, the chairperson, or, if the chairperson is absent or unable or unwilling to vote, the vice-chairperson, may break the tie by casting a second, deciding vote.
- 28.6 Despite anything in this section, an election of council must be held by secret ballot if the secret ballot is requested by an eligible voter.
- 28.7 A person is prohibited from voting, except on matters requiring a unanimous vote, if:
- (a) the Strata Corporation is entitled to register a lien against the strata lot under section 116(1) of the Act, or
  - (b) there are amounts owing to the Strata Corporation by way of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the Act.

## **29 Order of business**

- 29.1 The order of business at an annual or 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.

### **30 Use and enjoyment of strata lots and common property**

- 30.1 An owner, tenant or occupant must use a strata lot exclusively as a private dwelling home, with the exception of non-residential strata lots.
- 30.2 An owner, tenant or occupant must not operate a commercial, private or public business in any residential strata lot that involves bringing clients, business associates or employees onto the strata lot.
- 30.3 An owner, tenant, occupant or visitor must not do anything, omit to do anything or permit anything to be done in the strata lot which may be illegal or contrary to any provisions, rules or ordinances of any government statute, municipal bylaw or these bylaws or is injurious to the reputation of the complex.
- 30.4 If limited common property is not properly maintained by the owner, tenant or occupant, council may give notice to require the owner to maintain it to a standard deemed appropriate by council in all circumstances. If the Owner fails to maintain the limited common property, the Strata Corporation may perform the maintenance and charge the cost to the Owner. The Owner is responsible to maintain these areas even where the owner, Tenant or Occupant is absent from the strata lot.
- 30.5 Owners, tenants and occupants must maintain the plants, shrubs and lawn located on limited common property adjoining their strata lot. If the Owner fails to maintain the plants, shrubs and lawn located on limited common property adjoining the strata lot, the Strata Corporation may perform the maintenance and charge the cost to the Owner. The Owner is responsible to maintain these areas even where the Owner, Tenant or Occupant is absent from the strata lot.

- 30.6 An owner, tenant or occupant keeping plants on limited common property must ensure plants to not create a nuisance or have an adverse effect on other persons or, the common property.
- 30.7 If an owner/tenant will be away for any length of time from his Strata Lot, such occupant shall arrange with a neighbor or a friend for the maintenance of his garden, Patio and Balcony areas during his absence.

### **31 Correspondence**

- 31.1 Communication from owners to council must be in writing, signed by the owner and shall be directed to the managing agent.
- 31.2 Council will consider written request/complaint submissions at the next council meeting and report the results to the writer within two (2) weeks after the meeting/deliberation at which the submission was considered.

### **32 Moving In/Out**

- 32.1 An appointment for a moving in/out time must be made with the concierge. Every owner, tenant and occupant moving in or out (“Moving Party”) must complete a move in/out form at the concierge before making an appointment. By signing this form, the Moving Party acknowledges the rules and restrictions that apply to moves in/out and agrees to comply with them.
- 32.2 Whenever possible, a minimum of one (1) week’s notice is required to be given to the concierge, PRIOR to any move in/out.
- 32.3 Moves in/out are permitted between 8:00 a.m. and 8:00 p.m.
- 32.4 Owners, tenants and occupants moving after 8:00 p.m. will be subject to a fine of \$50.00 per hour or portion thereof.
- 32.5 Full instructions for the operation of the move will be given by the concierge.
- 32.6 Owners will be responsible for any occupant or tenant moving in or out a strata lot, including any damage to common property.
- 32.7 A \$200.00 refundable cash damage deposit (the “Damage Deposit”) must be paid to the concierge before permission for a move in or out. The concierge will disarm the loading door alarm and lock out an elevator. Following completion of the move and on inspection of the common areas confirming no damage has incurred, the security system will be re-alarmed. The cost to repair any damage caused to the building during a move in/out will be assessed by the concierge, building supervisor or property manager and deducted from the Damage Deposit.

- 32.8 Elevator mats must be installed to protect tiled elevator floors and elevator blankets must be installed to protect the elevator walls.
- 32.9 A fee of \$250.00 must be paid by the owner to the Strata Corporation before a move into or within the buildings at “The Aquarius (strata plan LMS3903)” may proceed. The Council may also assign an extra concierge (at the Owner’s cost) to be present during any move.
- 32.10 During a move, all lobby doors must remain closed and locked when unattended and contravention of this bylaw 32.10 may result in \$50.00 fine and at strata council’s discretion the fine may be levied against the owner.
- 32.11 All moves in/out must be made through the designated loading door. No moves are allowed though the lobby entrance except in the case of 189 Davie Street (Aquarius Three).
- 32.12 1111 Marinaside Crescent (Aquarius Villas) has one elevator. An extra concierge staff member is required to be present for any move. The cost to hire the additional concierge staff must be borne by the owner. An hourly fee (times the estimated duration of a move) must be paid in cash prior to the commencement of a move in/move out. Charges commence from the time the elevator is booked.
- 32.13 An owner, tenant or occupant must not leave furniture in the lobby or in front of the elevators. An owner, tenant or occupant must ensure at all times that access to elevators is not obstructed.
- 32.14 The elevators are for passenger use only unless another use is approved by the Concierge. Owners, tenants and occupants wishing to transport personal items, including, but not limited to furniture, appliances and boxes may be required to pay a fee of \$50.00 per hour (pro-rated for shorter periods) during the time that the elevator is tied up with this activity.

### **33 Vehicles and Parking**

- 33.1 An owner, tenant or occupant must use the parking space(s) specifically assigned to the strata lot, save and except for private arrangements with another owner for use of the parking space assigned to another owner.
- 33.2 An owner, tenant or occupant may park one vehicle per parking stall.
- 33.3 Parking stalls must not be rented or leased to persons who are not owners, tenants or occupants.
- 33.4 An owner, tenant, occupant or visitor must not park or place motor homes, trailers, boats on common property or leave equipment of any kind on common property unless they obtain prior written approval of the Strata Council. .

- 33.5 An owner, tenant or occupant parking or storing a vehicle in a parking space belonging to another owner, tenant or occupant or to the Strata Corporation will be subject to fines.
- 33.6 Any vehicle parked in violation of bylaw 33.4 or 33.5 may be towed, without notice, at the vehicle owner's sole cost and expense.
- 33.7 Parking is prohibited on common property roadways, driveways or fire lanes. Any vehicle found parked in a prohibited area may be towed, without notice, at the vehicle owner's sole cost and expense.
- 33.8 An owner, tenant, occupant or visitor must not park a vehicle in a manner that hinders, in whole or in part, access across, through, in or to the garage, roadway, adjacent parking space(s), stairwells and/or walkways. Vehicles found parked in this manner may be towed without notice at the vehicle owner's sole cost and expense.
- 33.9 Parking spaces must not be used for storage of any kind. The Strata Corporation may remove any items stored in a owner's parking stall at any time and any costs incurred for removal and disposal will be charged to the strata lot.
- 33.10 No repairs, restorations or adjustments to motor vehicles, equipment, tools, and projects to any household items shall be carried out on common property where likelihood of fluid, dust, particulates or other contaminants could damage common property or result in a nuisance to others.
- 33.11 Oil leaks, drips and exhaust pollution stains must be cleaned and made good by the owner, tenant or occupant. If an owner, tenant or occupant fails to clean all leaks, drips and stains within seven (7) days of notice by the Strata Corporation to do so, the Strata Corporation may perform the clean up a minimum charge of \$25.00 and impose a minimum fine of \$50.
- 33.12 Only motorized, currently licensed and/or insured and operational vehicles shall be parked on common property. Motor vehicles not bearing current license plates must provide a copy of valid storage insurance (showing a minimum of \$1,000,000.00 liability) to the Strata Corporation or the vehicle may, immediate and without notice, be towed away at the vehicle owner's sole cost and expense.
- 33.13 An owner, tenant or occupant who has an unauthorized vehicle parked in an assigned parking stall must contact the concierge to remove the unauthorized vehicle. The vehicle will be towed, without notice, at the sole cost and expense of the vehicle owner.
- 33.14 The maximum speed limit within the common property is 10 km/h.
- 33.15 An owner, tenant, occupant or visitor must not honk or create other vehicle noise that is a nuisance. Owners of vehicles with car alarms must ensure that car alarms are not overly sensitive to passing vehicles.

- 33.16 An owner, tenant or occupant shall only wash vehicles in a designated car wash area.
- 33.17 Owners, tenants or occupants renting parking stalls from the Strata Corporation must pay rental fees in advance in full or six months in advance, whichever is less. A late payment is a material breach of the rental contract and may result in termination without notice and the vehicle towed from the parkade at the vehicle owner's or the renter's sole cost and expense.

#### **34 Visitor Parking Stalls**

- 34.1 Visitor parking must be in designated visitor parking stalls and is on a first come, first served basis.
- 34.2 A maximum of one visitor parking pass will be issued to each strata lot. Parking passes remain the property of the Strata Corporation. If an owner, tenant or occupant has more than one (1) visitor, two (2) additional temporary permits may be obtained from the concierge.
- 34.3 Visitor parking permits and passes must be placed on the dashboard of the visiting vehicle with the pass number visible, or vehicle may be towed, without notice, at the vehicle owner's sole cost and expense.
- 34.4 Lost or stolen visitor parking passes must be reported immediately to the management company. There is a \$25.00 fee for a replacement parking permit.
- 34.5 Owners, tenants and occupant must not park in the visitor parking stall(s) with or without a visitor parking pass or permit.
- 34.6 Visitor parking is limited to a maximum duration of 18 hours, unless an extended visitor parking permit is issued by the Concierge. Under no circumstances may a vehicle be parked overnight, make use of visitor parking for more than three (3) consecutive days or for more than seven (7) days per month without an extended visitor parking permit.
- 34.7 The visitor parking stalls are intended for the exclusive use of individuals who are visiting a resident of LMS3903 or by tradespeople who are providing a special service to the building. Any other use contravenes this bylaw.
- 34.8 Guests/visitors will not park a motor home, trailer, tractor, boat or equipment of any kind in a visitor parking stall. A resident's personal vehicles must not be parked in the Visitor stalls with or without the visitor's parking permit.
- 34.9 Residents who allow friends or relatives to regularly park vehicles (i.e., for daily work in the area) in the Visitor's Parking Area will lose their visitor parking privileges. These types of arrangements do not fall under the "Visitor" category for parking in the building.

#### **35 Building Security**

- 35.1 No one shall leave open or unlocked, any outside entrance or exterior fire exit door.
- 35.2 An owner, tenant or occupant must not admit any person unless known to the owner, tenant or occupant.
- 35.3 Persons delivering goods or other articles must be met at the front entrance and if entrance is necessary, must be escorted by the owner, tenant, occupant or concierge until departure from the building.
- 35.4 Owners, tenants and occupant should report to the concierge, management company or the police any suspicious person(s) in or around the building.
- 35.5 All keys to locks on the common property will be made and issued only with the authority of council.
- 35.6 Additional/replacement infrared control units (FOB's) will be issued by the concierge at a cost of \$50.00 per FOB. A limit of three (3) fobs per one bedroom suite, four (4) fobs per two bedroom suite and five (5) fobs per three bedroom suite applies.
- 35.7 All FOB's and common area keys lost or stolen must be reported to the concierge immediately.
- 35.8 No soliciting will be permitted within the complex under any circumstances.

### **36 Noise**

- 36.1 A period of quiet hours shall be in force in the complex from 11:00 p.m. until 8:00 a.m. every day. During quiet hours all persons must take special care and attention to not make noise.
- 36.2 Owners, tenants and occupants with hardwood floors should take extra care in consideration of their neighbors.
- 36.3 The following are deemed to be undue and excessive noise and are therefore not permitted:
  - (a) sound from music systems, and/or televisions, and/or live music at a volume that can be heard by people in any other strata lot or in the common property;
  - (b) use of appliances, including washers, dryers, dishwashers, vacuum cleaners, garbage disposal units, Jacuzzi's and coffee grinders during quiet hours;



- (c) sound from one, several or many people, including that from gatherings and parties, or from a pet that can be heard by people in another strata lot or on the common property during quiet hours;
- (d) loud and unnecessary sound from any person(s), their vehicles or pets entering, loitering in or leaving the complex during quiet hours;
- (e) sound from people walking, moving furniture, children playing on floors that are not carpeted and audible by persons in another strata lot or in the common property during quiet hours;
- (f) sound from moving furniture, closing doors, and/or construction audible by person(s) in another strata lot or on the common property during quiet hours.

36.4 The following are required practices for managing and abating noise:

- (a) speakers must be mounted off the floor or should sit on thick felt sound pads, away from walls;
- (b) bass sound from sound systems must be minimized;
- (c) sound systems and televisions must not be left on when people are not in a strata lot;
- (d) for time outside the quiet period when sound systems and televisions are in use, owners, tenants and occupants must take care to keep volumes at a level that will not unreasonably impact persons in other strata lots or on the common property and limited common property. Motors must not be unreasonably revved and except for instances of emergency, horns should not be sounded on common property;
- (e) hard surface floors must be installed using the following specifications:
  - (i) underlay (sound deadening material) under the hardwood floor must be at least 3.5 mm thick and possess a STC (sound transmission class) rating >50 and the IIC must be >60;
  - (ii) Council requires proof of purchase and the STC and IIC ratings for the above underlay materials in order to approve the owner's application for the installation of hardwood flooring; and
  - (iii) ceramic tiles on the kitchen and bathroom floors must be also be installed with sound deadening underlay material and the details of this material must be submitted to council in order to approve the owner's application for installation of ceramic flooring;
- (f) permitted hours of work: weekdays -- 9:00 a.m. to 5:00 p.m.; Saturdays -- 10:00 a.m. to 5:00 p.m. An owner, tenant or occupant must not conduct work or permit work to be conducted on Sundays or holidays;

- (g) any work involving pneumatic hammering, jack hammering, chipping or grinding in a strata lot is limited to the hours between 11:00 a.m. and 3:00 p.m. (maximum 4 hours per day), weekdays only. There is to be no jack hammering, chipping or grinding on weekends or on statutory holidays;
- (h) an owner is responsible, at their own expense for the removal from the complex of all debris, including but not limited to, old carpet, discarded appliances, discarded fixtures, baseboards, tiles and drywall. Non compliance will result in the Strata Corporation removing these materials, the cost of which will be charged back to the strata lot. No debris of any kind is to be placed in the Strata Corporation's dumpster or recycling bins.
- (i) an owner is responsible for cleaning the common property and limited common property, including but not limited to hallways, stairwells and elevators of any dust, dirt and debris resulting from the work at the end of each working day;
- (j) an owner is responsible for the security of all of the buildings at all times and the conduct of the owner's contractors and crew;
- (k) elevator must be booked to transport any material to and from the strata lot;
- (l) outside quiet hours, care should be taken to keep noise at a reasonable level.

### **37 Hazards and Insurance**

- 37.1 Smoking is not permitted in indoor common areas, including without limitation, elevators, lobbies, stairwells and underground parking garage.
- 37.2 Alcohol is not permitted in any common areas, unless at a council sanctioned event.
- 37.3 If there is damage to common property, including limited common property, to common assets or to any strata lot resulting, directly or indirectly, from any of the following:
  - a) dishwasher;
  - b) refrigerator;
  - c) washing machine;
  - d) dryer;
  - e) garbage disposal;
  - f) waterbed;
  - g) a pet;

- h) water heater;
- i) air conditioner;
- j) aquarium; or
- k) heater

then, the owner of the offending chattel, fixture or animal, as the case may be, will be held strictly liable for the cost to repair such damage without the need for the Strata Corporation (or another person) to demonstrate that the owner was negligent or that any person for whom the owner is, at law, responsible, such as the owner's visitors, occupants, employees, agents, tenants or a member of the owner's family, was negligent. In such circumstances, the owner will indemnify and save harmless the Strata Corporation from the cost and expense of any maintenance, repair or replacement rendered necessary to the common property, including limited common property, common assets or to any strata lot, including, but not limited to, any expense not covered by the proceeds of insurance, including the insurance deductible.

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 the Owner or Owner's tenant, resident, or guest.

An Owner must purchase individual contents insurance for their strata lot. The contents insurance must also have coverage to protect the Owner against a Strata insurance deductible chargeback, as well as any cost incurred by the Strata Corporation to repair common property. The strata lot Owner must show proof of insurance to the Strata Corporation via the Property Manager by no later than April 1<sup>st</sup> of each year.

- 37.4 Freshly cut and 'live' Christmas trees are prohibited in any of the buildings.
- 37.5 An owner, tenant, occupant or visitor shall not do anything that will cause a safety hazard to the building and/or other occupiers 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.
- 37.6 Nobody shall be allowed to play, skateboard, or rollerblade in the underground parking areas or any other common areas at any time.
- 37.7 Owners, tenants and occupants must not permit explosives, combustible, flammable or offensive materials to be stored on a strata lot or on the common property, except a small supply of fuel normally used for gas barbecues only.

- 37.8 Owners, tenants and occupants must endeavor to not permit the escape of any explosive, combustible, flammable or noxious fumes material from a strata lot.
- 37.9 An owner, tenant, occupant or visitor must not throw or permit to be thrown any material or substance especially burning material such as cigarettes or matches from any window or any part of the strata lot or the common property.
- 37.10 In the event of an emergency emanating from a strata lot whose owner, tenant or occupant cannot be contacted, access for protection of another strata lot or common property or safety may have to be gained by force at the owner's expense.
- 37.11 The Strata Corporation must insure against major perils, as set out in part 9 of the Strata Property Act, including, without limitation, earthquakes.
- 37.12 It is recommended that an owner, tenant or occupant should have a vacant suite checked, at minimum, once every seven (7) days to ensure there is no damage of any kind (including water) that may originate while vacant.. Please note that the Strata's Concierge is not allowed to perform this inspection.
- 37.13 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.

### **38 Exterior appearance – maintenance and alterations**

- 38.1 Subject to bylaw 42, an owner, tenant, occupant must not post, hang, display, attach any signs, billboards, notices, placards or other advertising matter on any part of a strata lot or the common property.
- 38.2 An owner, tenant or occupant must not alter, change, modify or transform, the exterior appearance of the building without the prior, written consent of Council.
- 38.3 An owner, tenant or occupant must not hang, install, attach or use and metallicized or reflective coatings or tinting on glass windows or doors unless same has been approved in writing by council.
- 38.4 An owner, tenant or occupant must not place, stand, display, install, hang, erect, attach or display any radio or television antenna, or satellite dish or similar structure or appurtenance on any part of the common property.
- 38.5 An owner, tenant or occupant must not hang laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the strata lot or common property so that they are visible from the exterior of the building.

- 38.6 An owner, tenant or occupant must not install window coverings which are visible from the exterior of the strata lot which will detract from the conformity of the building, except with, prior written approval of council. Any window coverings 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 council, that non-conforming window coverings were installed prior to the date of passage of this bylaw. Horizontal window blinds are not permitted.
- 38.7 An owner, tenant or occupant must not install or attach any shades, awnings, window or balcony guards, screens or enclosures, ventilators, permanent air conditioning devices, or supplementary heating devices, except those installations approved in writing by council.
- 38.8 An owner, tenant or occupant must not alter the exterior appearance of the buildings by painting of wood, railings or concrete.
- 38.9 An owner, tenant or occupant may have outdoor Christmas lights from November 15 to January 15.

### **39 Window coatings**

- 39.1 An owner must not install or permit to be installed any metallicized, reflective or mirrored coating, filming or tinting on any windows or doors.
- 39.2 Subject to bylaw 38, an owner may install non-reflective or non-mirrored window coating, filming or tinting (the "Coatings") with product specifications not more than a shading co-efficient 0.62 and a visible light reflectance of not more than 10%
- 39.3 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 39.2, an owner may reapply a window coating at their expense.

### **40 Cleanliness and community standards**

- 40.1 An owner, tenant or occupant must maintain a consistently high standard of cleanliness, appearance and repair in and surrounding a strata lot.
- 40.2 An owner, tenant or occupant must not leave or store personal items such as toys, bicycles, door mats or walkers, on the common property, including limited common property. Despite the foregoing, the placing of items on the limited common property balconies or patio areas shall be limited to freestanding, self contained planter boxes or plant containers, summer furniture and accessories.
- 40.3 An owner, tenant or occupant must not allow a strata lot to become a health/safety hazard. If council determines that a strata lot is a health/safety hazard, council may take

all necessary steps to remedy the hazard and all costs incurred by the Strata Corporation will be borne by the owner, including legal costs.

#### **41 Garbage**

- 41.1 An owner, tenant, occupant or visitor must remove ordinary household refuse from a strata lot and deposit it in the designated garbage receptacles provided for the strata lot.
- 41.2 Household refuse not suitable for the garbage receptacles is the sole responsibility of the owner, tenant or occupant and must be removed from the complex at the expense of or by the owner, tenant or occupant.
- 41.3 An owner, tenant, occupant or visitors must properly bag and securely tie garbage in plastic bags before depositing in the garbage receptacles. Empty cardboard boxes must be collapsed before being placed in cardboard recycling containers.
- 41.4 An owner, tenant, occupant and visitor must immediately clean up litter and garbage spilled or dropped on common property.
- 41.5 An owner, tenant, occupant or visitor must not leave rubbish or personal items in the parkade, doorways or any other part of the common property.
- 41.6 An owner, tenant, occupant or visitor must not throw garbage or leave garbage in any area of the common property except in those areas provided for garbage.

#### **42 Damage to common property and common assets**

- 42.1 An owner, tenant, occupant or visitor must not do or cause anything to be done on the common property likely to damage plants, bushes, flowers, lights and/or fountains. An owner, tenant, occupant or visitor must not place chairs, tables or other objects on lawns that are likely to damage lawns or prevent reasonable growth.
- 42.2 An owner, tenant, occupant or visitor must not allow children to play in the hallways, elevators, lobby or any other common property except in designated recreation areas. Any children playing on the common property do so at their own risk and the Strata Corporation is not liable for injuries.

#### **43 Sale or Rental of strata lots**

- 43.1 An owner may not display a “For Sale” or “For Lease” sign upon any part of the common property except in the locations designated by council for such signs.
- 43.2 An owner must not leave open or unlocked any entrance door for the purpose of “open house” selling. Potential buyers and tenants must be escorted to and from the strata lot by the owner or the owner’s agent.

- 43.3 An owner must not permit an open house or advertise an open house, without first advising the concierge in writing, at least 7 days prior to the date of the open house. Open houses may only be held between the hours of 1:00-3:00 p.m. Saturday and Sunday only. An agent or representative must be posted in the lobby to escort visitors to and from the unit being shown.

#### **44 Rentals**

- 44.1 Within two weeks of leasing a strata lot, the owner must give the Strata Corporation the undertaking in the Form K signed by the tenant. Non-compliance will result in a \$50.00 fine being levied against the strata lot.
- 44.2 A rental of a strata lot or portion thereof must be for a minimum of one month.

#### **45 Bicycles, rollerblades, rollerskates, skateboards**

- 45.1 Bicycles are to be kept in designated bicycle storage areas only.
- 45.2 Bicycles are not to be carried into and within the building with the exception of the underground parking.
- 45.3 Bicycles shall not be transported through common hallways or in the elevators.
- 45.4 Bicycles found in non-designated/unallocated spaces will be removed, up to and including cutting free the bicycle from handrails or fences at the sole expense of the owner. Bicycles removed will be locked up by the Property Manager until reclaimed.. All unclaimed bicycles will thereafter be disposed of.
- 45.5 Skateboarding, rollerblading/skating is not permitted on the common property.

#### **46 Storage**

- 46.1 No part of the common property will be used for storage except areas designated by the Strata Corporation without the prior written consent of the council.
- 46.2 Storage lockers may only be used for personal use by owners, tenants and occupant.

#### **47 Balconies and Patios**

- 47.1 No awning or shades shall be erected over and outside of those windows/balcony doors visible from the common property nor shall any screen be attached to the building without the prior written consent of council.
- 47.2 Balconies and patios shall not be used for storage of any items, including without limitation, bicycles, refrigerators and freezers.

- 47.3 No mops or dusters of any kind shall be shaken and no refuse or water shall be thrown out of windows or doors or from patios or balconies.
- 47.4 Children and pets must not be left unattended on balconies.
- 47.5 Due to the small size of balconies, owners, tenants and occupants, must not use or store propane heaters on any balcony, with the exception of the townhouses and rooftop patios.
- 47.6 Owners must ensure that drip trays are installed under any planters placed on balconies.
- 47.7 Hot tubs/jacuzzis are not permitted on balconies or patios with the exception of Penthouse rooftop patios. Hot tubs/jacuzzis must be installed professionally, ensure sufficient insulation is installed to protect the roof membrane and all utilities to operate them are run out of the suite. Owners must strictly comply with bylaw 7 of these bylaws prior to installing a hot tub or jacuzzi.
- 47.8 An owner, tenant or occupant may keep a storage cabinet on a patio provided that the cabinet is in keeping with the overall dimensions and appearance (together, the "Standards") approved by council from time to time. An owner wishing to place a storage cabinet on a patio must seek prior approval from council to ensure that it complies with the Standards.

#### **48 Barbecues**

- 48.1 Only propane and electric barbecues are permitted on balconies.
- 48.2 Propane tank valves must be in the "off" position when not in use and when carried through the common property.
- 48.3 Barbecuing is permitted on the balconies of each applicable strata lot, provided it is conducted in safe manner and does not create a nuisance to other residents.
- 48.4 Barbecuing equipment must be maintained in an orderly appearance and stored on the balconies.
- 48.5 Barbecues must be kept clean to reduce smoke and odors disturbing other residents.
- 48.6 Failure to comply resulting in complaints may result in suspension of barbecuing rights.
- 48.7 An owner, tenant or occupant must not use a barbecue in proximity to an air intake vent because of smoke and cooking aromas permeating the building. Barbecues must be located in areas where the smoke and cooking aromas cannot enter into the buildings air ventilation system.
- 48.8 Exterior window or doors broken or damaged due to barbecues will be the responsibility of owners for repair/replacement.



## 49 Small Claims

- 49.1 The Strata Corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or another person, 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.

### END

#### Notes:

Bylaws have been registered at Land Titles Office on an ongoing basis. These have included new bylaws and amendments to bylaws previously registered. The Bylaws listed herein are those currently in place for Strata Corporation LMS3903. Owners will be advised accordingly of any changes in the future. The following is a listing of registration numbers and dates of registration for owners reference.

As passed at the AGM on January 17 <sup>th</sup> , 2006	Reg.# BA353156, January 31 <sup>st</sup> , 2007 Bylaws 1 through 49
As passed at the AGM on January 16 <sup>th</sup> , 2007	Reg.# BB467966, February 16 <sup>th</sup> , 2007 Addition of Bylaws 37.13, 37.3, 6.1(i), 6.4(d)
As passed at the AGM on January 15 <sup>th</sup> , 2008	Amendment to Bylaw 6.4(a) and 6.5 Reg.#BB0198686, February 15 <sup>th</sup> , 2008 Amendment to Bylaw 32.9 and 38.6