

**STRATA PLAN BCS 2103
YALETOWN PARK 1 & 2**

B Y L A W S

Amendments:

May 22, 2008 Registration No. BB0666869

**STRATA PLAN BCS 2103
YALETOWN PARK
BYLAWS**

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

Payment of strata fees

- 1.(1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) If an owner is late in paying his strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.
- (3) The fine for late payment of assessments shall be \$50.00 for each month or portion thereof that such payment is late.
- (4) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy. The fine for late payment of assessments shall be \$50.00 for each month or portion thereof that such payment is late.

Repair and maintenance of property by owner

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

Use of property

3. (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the right of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

(2) An owner shall not:

- (a) use his strata lot for any purpose which may be injurious to the reputation of the building;
- (b) make undue noise in or about any strata lot or common property;
- (c) make or cause to be made any structural alteration to his strata lot, or paint, decorate, or add to or remove any structure from the exterior of the building or the strata lot or add to or alter the wiring, plumbing, piping, or other services on his strata lot, or within any bearing or party wall or the common property without first obtaining the written consent of the strata council
- (d) alter, supplement or remove the window coverings originally installed in the strata lot except, if necessary due to damage or wear, to replace them with substantially similar window coverings in the same colour and style; or hang or place any signs or other objects which will adversely affect the consistency of the exterior appearance of the building;
- (e) place on the balcony of the strata lot bicycles, motorcycles, boxes, machinery, equipment, or in any way use such balcony as a storage area;
- (f) hang or drape on the balcony of the strata lot laundry, clothing, rugs, towels, curtains or wall hangings;
- (g) enclose (partially or fully), modify or add to the balcony of the strata lot, and without limitation, not to install or place plastic, glass or other material on the balcony to block wind or sun or for any other purpose;
- (h) use or allow to be used any barbecues or similar cooking devices (other than natural gas, propane or electric barbecues which are permitted on balconies, terraces or patios) in or about any strata lot, any balconies, terraces or patios, any limited common property or the common property of the strata corporation, except in areas, if any, so designated by the strata council;
- (i) deposit household refuse or garbage on or about the common property or limited common property except in places designated by the strata council from time to time; any materials other than ordinary household refuse and garbage, shall be disposed of either by or at the expense of the owner; and
- (j) move or permit to be moved furniture or furnishings in or out of the building except in accordance with the rules passed by the strata council from time to time; under no circumstances will any owner, tenant or occupant of a strata lot use, or permit to be used, the lobby of the building for moving or furniture or furnishings, except during the hours, and on such conditions and subject to such fees as may be imposed by the strata council from time to time;

- (k) erect, place, keep or display signs, billboards, advertising matter or notice or display of any kind on the common property, limited common property or in a strata lot in any manner which may be visible from the outside of the strata lot (other than "for sale" signs which may be placed in that area of the common property designated for that purpose from time to time by the strata council);
 - (l) erect, place, install or cause to be erected, placed or installed, whether permanently or temporarily, fixtures, satellite dishes, antennas, poles, clotheslines, racks, storage sheds or similar structures on Common Property of Limited Common Property. Notwithstanding the foregoing, an owner, tenant or occupant may place on the Limited Common Property that it the owner's, tenant's or occupant's balcony or patio, as the case may be, a reasonable amount of free-standing, self-contained planter boxes or containers and summer furniture and accessories;
 - (m) Smoking is not permitted in any of the indoor or outdoor common areas, including the parking garage, elevators, lobbies, storage lockers, recreation areas, multi purpose rooms and stairwells;
 - (n) throw out material, especially bunting material such as cigarettes or matches or permit material to fall out of any window, door, balcony, patio, stairwell, passage or other part of the strata lots or common property;
 - (o) store any perishable or hazardous material or items that may deteriorate or attract pests in the locker area; or
 - (p) use or ride, or permit others to use or ride, as the case may be, rollerblades, inline skates, skateboards, bicycles, scooters or similar items anywhere on Common Property or Limited Common Property or in a Strata Lot.
 - (q) use or allow the strata lot, the common property and the limited common property to be used in *any* manner which is contrary to the rules of the strata corporation from time to time;
- (3) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those party of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act."
- (4) Insurance – An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary where the owner is responsible to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or is responsible for by that of an owner's visitors, occupants, guest, 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, remove 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.

- (5) Parking stalls shall only be used for parking passenger vehicles owned or leased by persons who are owners or tenants of the building or temporary visitors of such residents. The right to use the parking stalls shall cease upon a person ceasing to reside in the building. An Owner shall not allow oil leaks and exhaust pollution stains from vehicles and shall clean up such leaks and stains from the owner's parking stall(s).

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.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name

Obtain approval before altering a strata lot

5. (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (i) All Owners are responsible for minimizing noise transference from their suites. Consent will be contingent on the proposed installation of hardwood floor having been acoustically engineered to minimize any potential noise nuisance. The underlay for the flooring to be installed with a minimum rating of IIC71, STC73.
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) *doors, windows or skylights* [amendment SPAA s. 51(a)] 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.
 - (h) An owner wishing to install hardwood or floor tiles in a strata lot must obtain the prior consent of the strata corporation, which consent will be contingent on the proposed installation having been acoustically engineered to minimize any potential noise nuisance.
- (2) The corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

Notwithstanding the foregoing, and without limiting the strata corporation's right to withhold its approval for alterations to the strata lot or the common property, an owner wishing to conduct structural alterations or renovations to a strata lot must provide to the strata corporation, in connection with its application for approval, an engineering report which satisfies the strata corporation that any drilling into a concrete slab will not impair the structural integrity of the slab, and that no work will interfere with embedded cables, power or mechanical systems.

- (3) This section does not apply to a strata lot in a bare land strata plan.

Obtain approval before altering common property

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

Permit entry to strata lot

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

Division 2 – Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

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

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) *doors, windows and skylights* [amendment SPAA s.51(c)] on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) *doors, windows and skylights* [amendment SPAA s.51(c)] on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 – Council

Council size

9. (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- (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.

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 [amendment SPAA s.51(c)].
- (2) A person whose term as council member is ending is eligible for reelection [note deletion of s. 10(3), (4) and (5) SPAA s. 51(d)].
- (3) No person may be elected to council or continue to be on council if the strata corporation is entitled to register a lien under the Act against a strata lot in which that person has an interest.

Removing council member

11. (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

12. (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

13. (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.

- (3) The vice president has the powers and duties of the president
 - (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 14. (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if
 - (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting *as soon as feasible* [amendment SPAA s.51(e)] after the meeting has been called.

Requisition of council hearing

- 15. (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within *one month* [amendment SPAA s.51(f)] of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

Regulation 18.1 – Definition for section 15 of Standard Bylaws

- 18.1 For the purposes of section 15 of the Standard Bylaws, "**hearing**" means an opportunity to be heard in person at a council meeting.

Quorum of council

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

Council meetings

17. (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.
- (5) Whether council members attend council meetings in person or by electronic means, council members cannot appoint proxies or personal representatives to act on their behalf at such council meetings.

Voting at council meetings

18. (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes [amendment SPAA s.51(g)].

Council to inform owners of minutes

19. 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.

Delegation of council's powers and duties

20. (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

21. (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (3) Notwithstanding Section 98(2) of the Act, the maximum expenditure which may be made pursuant to Section 98 of the Act is \$3,000 or 5% of the total contribution to the operating fund for the current year, whichever is less.

Limitation on liability of council member

22. (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 – Enforcement of Bylaws and Rules

Maximum fine

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

Continuing contravention

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

Division 5 – Annual and Special General Meetings

Person to chair meeting

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

- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.
- (4) If within 1/2 hour from the time appointed for an annual or special general meeting, a quorum is not present the eligible voters, present in person or by proxy, constitute a quorum.
- (5) Bylaw 25.4 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.

Participation by other than eligible voters

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

Voting

- 27. (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

- (8) An owner may not exercise the owner's vote in respect of the owner's strata lot if the strata corporation is entitled to register a lien under the Act against the owner's strata lot, except on matters requiring a unanimous vote.

Order of business

28. The order of business at annual and special general meetings is as follows:

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

Division 6 – Voluntary Dispute Resolution

Voluntary dispute resolution

29. (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and

- (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
 - (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Marketing Activities by Owner Developer

Sale of a strata lot

- 30. Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the strata corporation for real estate signs and must be removed 5 working days after the subjects have been removed.

Small Claim Actions

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

Parking Area/Storage Locker Lease

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

Planters/Landscaped Areas

- 33. Owners of the strata lots which have an open balcony will not place planters, landscaping or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the strata council, such planters, items or equipment are in keeping with the balance of

the development in terms of design, quality, proportion and colour. Any such planters, landscaping items or equipment (including, without limitation, landscaped areas and/or planters designated as limited common property and installed as part of the original development) will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner of the strata lot entitled to the use of the limited common property on which they are placed. No strata lot owner shall, within a landscaped area and/or planter designated as limited common property, change, alter or amend the plantings within such landscaped areas and/or planters without the written consent of the strata council.

Storage Room

34. For a period of two (2) years after the registration of the strata plan for the strata development, the owner-developer will be entitled to designate for its use one (1) storage room of its choice within the common property and will be entitled to free access to and from such storage room through the development and the use of such storage room for the storage of building materials and equipment at all times during the two-year period. The owner-developer will be entitled to install its own lock on the door and the strata corporation will not be entitled to a key during that two-year period provided that after the end of the two-year period, the owner developer will, upon request by the strata corporation, deliver up vacant possession of the storage room and all keys thereto.

Bicycle Storage

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

Leasing Requirements

36. An owner must:
- (a) provide the strata corporation with a true and complete copy of every written tenancy agreement (as defined in the *Residential Tenancy Act* (British Columbia) as amended or replaced); and
 - (b) cause the tenant to execute a Form K — Notice of Tenant's Responsibilities as provided in the *Strata Property Act* (British Columbia), as amended or replaced, prior to his occupation of the strata lot, and provide the strata corporation with a copy thereof.

Christmas Trees and Lights

- 37.(1) Live Christmas trees are prohibited in the building.
- (2) An owner must ensure that Christmas lights are installed after December 1st of the year approaching Christmas and removed before January 15th of the year following Christmas.

Security

- 38.(1) Owners, residents and visitors must not permit anyone (including tradespersons, movers or couriers) to enter the building by way of the enterphone or when entering themselves unless that person is known to them.
- (2) In the interests of security, residents must;
- (a) ensure that outside entrance doors and stairwell doors are not left open after entering or exiting the building and never leave open an exterior fire exit doors;
 - (b) lock all vehicles in the underground parking area;
 - (c) report to security or the police any suspicious person(s) in or about the building or common areas;
 - (d) immediately notify the building manager of a lost or stolen Fob, Garage remote;
 - (e) never leave garage remotes or fobs in any vehicles.

Smoking

39. There shall be no smoking on any limited common property balcony/ patio.

Occupancy

40. The maximum number of occupants permitted to reside in a strata lot is limited as follows:
- (a) In a studio or bachelor strata lot – two (2) adults.
 - (b) In a one bedroom strata lot – two (2) adults and one young child.
 - (c) In a one bedroom plus den strata lot – maximum three (3) occupants.
 - (d) In a two bedroom strata lot – maximum four (4) occupants.
 - (e) In a two bedroom plus den strata lot – maximum five (5) occupants.
 - (f) In a three bedroom strata lot – maximum six (6) occupants.

Pets and animals

- 41.1 A resident 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.
- 41.2 A resident, 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.

- 41.3 A resident, owner, tenant, occupant must not keep a pet on a strata lot other than one or more of the following:
- (a) a reasonable number (as determined by the strata council from time to time) of fish or other small aquarium animals;
 - (b) a reasonable number (as determined by the strata council from time to time) of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) one dog or two cats or one dog and one cat
- 41.4 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- 41.5 A resident must not harbour a 'vicious dog' on a strata lot or common property including limited common property. For purposes of this bylaw, "vicious dog" shall mean:
- (a) A dog that has injured or killed:
 - i. a person; or
 - ii. another animal while running at large; or
 - (b) Any dog that aggressively harasses or pursues a person another animal or is trained for dog fighting; or
 - (c) Any dog primarily owned in part for the purpose of dog fighting or is trained for dog fighting.
- 41.6 A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.
- 41.7 A strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- 41.8 A resident 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.
- 41.9 Pets are not allowed on the 4th floor common roof or garden.
- 41.10 Pets are not allowed in the children's play ground area.
- 41.11 Pets are not allowed in the inner courtyard, except for egress or ingress and must be on a leash at all times.
- 41.12 A resident who contravenes any of bylaws 41.1 to 41.8 will be subject of a fine up to \$200.00.

Moving in/out procedures

- 42.1 An appointment for a moving-in out time must be made with the building manager. Every owner or tenant moving either into or out of the building must complete a move-in/out form with the building manager before an appointment can be made. The individual concerned acknowledges the Rules that apply to move ins/outs and agrees to comply with these Bylaws.
- 42.2 A minimum of 48 hours notice is required to be given to the building manager prior to any move in/out.
- 42.3 Hours of move-ins and move-outs are allowed only between the hours of 9:00 a.m. and 5:00 p.m. with no booking starting later than 1:00 p.m. Moves must be finished by 5:00 p.m.
- 42.4 Full instructions for the operation of the move will be given by the building manager. A resident must ensure that the lobby doors are not left open, ajar, or unattended and that furniture is not left piled in the lobby area.
- 42.5 Owners will be responsible for any tenant or occupant in their strata lot moving in or out of the building and will be responsible for any damage to the common property. To this end, a refundable cash damage deposit of \$200.00 must be paid to the building manager before permission to move in or out will be given. The building manager will then lock out an elevator and make the necessary arrangement for moving in or out of the building. Following completion of the move and an inspection of the common areas confirming no damage was occurred the elevator will be unlocked.
- 42.6 Elevator mats and pads must be installed to protect the elevator when moving any furniture. A resident using the elevator during a move must ensure that the ELEVATOR SERVICE KEY is used to control the elevator and the doors not jammed open in any manner.
- 42.7 A move in/out fee of \$150.00 must be paid by the owner to the Strata Corporation before a move in can proceed. Suites that do not require elevator or hallway or stairwell access will not be charged a move in fee of \$150.00.
- 42.8 The building manager and the moving party will make a before and after inspection of the area through which the moving will take place. Any damage caused to the building during a move in/out will be assessed by the building manager or Property Manager and the cost of repairing this damage deducted from the aforementioned damage deposit in addition to the move in fee. Damage in excess of the deposit will be charge to the strata lot's account.
- 42.9 During the move, all entrance doors must remain closed and locked when unattended.
- 42.10 The building manager will require to have in their possession the following documentation before a move in can commence (no exceptions will be made):
 - 1. A completed resident's information form.
 - 2. A copy of a completed Form K if the new resident is a tenant.

3. A receipt of the refundable \$200.00 deposit.
4. A receipt for the move in fee.

42.11 A resident contravening bylaws 42.1 to 42.10 (inclusive) shall be subject to a fine of up to \$200.00.

Residential Rentals

43.1 No strata lot may be rented unless for a term of at least three (3) months and pursuant to a written rental agreement with the owner and wherein the tenant agrees to strictly observe all of the provisions of these bylaws.

Miscellaneous

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

44.2 A resident must ensure that no air conditioning units, laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
