

interested if he or she is a principal, officer or employee or has a financial interest exceeding \$500.00 in the firm.

- (f) The foregoing requirements shall not be considered as preventing the Strata Council member from briefly stating his or her position in the matter, nor from answering pertinent questions of other Strata Council members since his or her knowledge may be of great assistance.

Preparation and Retention of Records

- 27 (1) The Council shall keep, in one location, or in the possession of one person, and shall make available on request to an owner or person authorized by him/her, those records requested by Section 35 of the Strata Property Act.
- (2) The records will include, but not be limited to, the following:
- (a) a copy of Strata Property Act, the Bylaws and changes thereto;
 - (b) a copy of special or unanimous resolutions;
 - (c) a copy of all the legal agreements to which the Strata Corporation is a party, including management contracts, insurance policies, insurance trustee agreements, deeds, agreements for sale, leases, licences, easements of right of way;
 - (d) a register of the members of Council;
 - (e) a register of the strata lot owners, setting out the strata lot number, the name of the owner, the unit entitlement, the name and address of any mortgagee who has notified the Strata Corporation, the name of any tenant or lessee, and a notation of any assignment by the owner to the lessee;
 - (f) the annual budget for each year; and
 - (g) minutes of all General Meetings and of all Council Meetings.

Division 4 - Enforcement of Bylaws and Rules

Violation of Bylaws

- 28 (1) An infraction or violation of these Bylaws or any Rules and Regulations established under them on the part of an Owner, his or her employees, agents, invitees or tenants may be corrected, remedied or cured by the Strata Corporation.

- (2) Any costs or expense so incurred by the Corporation shall be charged to that Owner and shall be added to and become a part of the assessment of that Owner for the month next following the date on which the costs or expense are incurred, but not necessarily paid by the Corporation, and shall become due and payable on the date of payment of the monthly assessment.
- (3) The Strata Corporation may recover from an Owner by an action for debt in a Court of competent jurisdiction money which the Strata Corporation is required to expend as a result of an act or omission by the Owner, his or her employees, agents, invitees or tenants, or an infraction or violation of these Bylaws or any Rules and Regulations established under them, and there shall be added to any amount found due, all costs of such action including costs as between solicitor and own client expenses on an indemnity basis.

Maximum fine

- 29 (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.
- (2) Pursuant to the provisions of section 171 (4) of the Strata Property Act, the authorization referred to in subsection (2) of that section is not required for a proceeding under the Small Claims Act against an Owner or other person to collect money owing to the Strata Corporation, including, but not limited to, money owing as a fine, administration fees, bank charges, penalties or the costs of remedying a contravention of the bylaws and/or rules.

Continuing contravention

- 30 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 - Dispute Resolution

- 31 A dispute among Owners, tenants, the Strata Corporation or any combination of them shall be resolved in accordance with the powers, authorities and limitations set out in sections 129 - 138 and 170 - 173 of the Strata Property Act.

Division 6 - Annual and Special General Meetings

General

- 32 (1) Annual General Meetings shall be held once in each year, and not more than 13 months shall elapse between one Annual General Meeting and the next.
- (2) The Strata Council may, whenever it thinks proper, and shall on a requisition in writing by owners or mortgagees of 25% of the strata lots, within four weeks after the requisition, convene a Special General Meeting.
- (3) If at the appointed time for the General Meeting, a quorum is not present, (one third of the persons entitled to vote present in person or by proxy constitutes a quorum), the meeting shall stand adjourned for a period of **THIRTY (30) MINUTES**, whereupon the adjourned meeting shall be reconvened at the same time and place and the persons present, entitled to vote, shall constitute a quorum.
- (4) All notices of annual or Special General Meetings will be sent via mail to the last known address of the strata lot owner. Any notice shall be deemed to have been received 48 hours following the posting thereof addressed as aforesaid at a post office in British Columbia. In computing the number of days of a General Meeting required under these Bylaws, the day on which the notice is deemed to have been received and the day of the meeting shall be counted.
- (5) The Strata Corporation does not have to hold an Annual General Meeting if, before the last date by which the meeting must be held, all eligible voters waive, in writing, the holding of the meeting and consent, in writing, to resolutions that
- (a) Approve the budget for the coming year.
 - (b) Elect a Council by acclamation, and
 - (c) Deal with any other business.
- If two or more persons share one vote with respect to a strata lot, all of them must consent to the waiver of the meeting and to the above resolutions.
- (6) The notice of the Annual or Special General Meeting must include a description of the matters that will be voted on at the meeting, including the proposed wording of any resolution requiring a 3/4 vote or unanimous

vote. If the meeting is an Annual General Meeting, the notice must include the proposed budget and estimated financial statements for current year.

Person to chair meeting

- 33** (1) Annual and Special General Meetings must be chaired by the President of the Council.
- (2) If the President of the Council is unwilling or unable to act, the meeting must be chaired by the Vice-President of the Council.
- (3) If neither the President nor the Vice-President of the Council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

- 34** (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

- 35** (1) The following persons may vote at an Annual or Special General Meeting:
- (a) an owner, unless a tenant or mortgagee has the right to vote under paragraph (b) or (c);
- (b) a tenant who has been assigned a landlord's right to vote under Section 147 or 148 of the Act, unless a mortgagee has the right to vote under paragraph (c);
- (c) a mortgagee of a strata lot, but only in respect of insurance, maintenance, finance or other matters affecting the security for the mortgage and only if
- i) the mortgage gives the mortgagee the right to vote, and
- ii) at least 3 days before the meeting the mortgagee has given to the Strata Corporation, the owner and the tenant referred to in paragraph (ii), if any, written notice of the mortgagee's intention to vote.

- (2) An owner whose strata lot is eligible to be liened pursuant to bylaw 39 (5) shall be ineligible to vote on any resolutions other than unanimous resolutions considered at an Annual or Special General Meeting of the Strata Corporation. *(Adopted by $\frac{3}{4}$ vote resolution by the owners on December 1, 2003)*
- (3) At an Annual or Special General Meeting each strata lot has one vote, voting cards must be issued to eligible voters.
- (4) 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.
- (5) If a precise count is requested, the chair must decide whether it will be by a show of voting cards or by roll call, secret ballot or some other method.
- (6) 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.
- (7) 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, or Chairperson, may break the tie by casting a second, deciding vote.
- (8) 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.
- (9) Except in cases where, under these Bylaws, an unanimous Resolution is required, an owner is not entitled to vote at a General Meeting unless all contributions payable for this strata lot have been paid.
- (10) Where owners are entitled to successive interests in a lot, the owner entitled to the first interest is alone entitled to vote.
- (11) An owner who is a trustee is entitled to exercise the vote for the lot. The persons beneficially interested may not vote.

Order of business

- 36 (1) 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.
- (2) If at the appointed time for a General Meeting, a quorum is not present, the meeting shall stand adjourned for a period of thirty (30) minutes, whereupon the adjourned meeting shall be reconvened at the same time and place and the persons present, entitled to vote, shall constitute a quorum.
- (3) All notices of Annual or Special General Meetings will be sent via mail to the last known address of the Strata Lot Owner.

Proxies

- 37** (1) An instrument appointing a proxy shall be in writing signed by the appointer or his/her attorney, and may be either general or for a particular meeting.
- (2) A proxy need not be an owner.
- (3) Notwithstanding the provision of these Bylaws on the appointment of a proxy, where the owner's interest is subject to a registered mortgage and

where the mortgage provides that the power of vote conferred on an owner under this Act may be exercised by the mortgagee and where the mortgagee has given written notice of his mortgage to the Strata Corporation, no instrument or proxy shall be necessary to give the mortgagee the power to vote. The mortgagee shall indicate his/her presence at the calling of the roll and he/she, rather than the owner, shall be issued a voting card.

Division 7 - Finances

Common expenses

- 38 (1) The Strata Lot Owner's contribution to the common expenses of the Strata Corporation shall be levied in accordance with this Bylaw.
- (2) Where the Strata Plan consists of more than one or more type of Strata Lot, the common expenses shall be apportioned in the following manner:
- (a) common expenses attributable to one or more type of Strata Lot shall be allocated to that type of Strata Lot and shall be borne by the Owners of that type of Strata Lot in proportion that the unit entitlement of the Strata Lot bears to the aggregate unit entitlement of all types of Strata Lots concerned,
 - (b) common expenses not attributable to a particular type or types of Strata Lot shall be allocated to all Strata Lots and shall be borne by the Owners in proportion to the unit entitlement of their Strata Lots.
 - (c) Where a Strata Plan includes limited common property, expenses attributable to the limited common property which would not be expended if the area had not been designated as limited common property shall be borne by the Owners of the Strata Lots entitled to use the limited common property in proportion to the unit entitlement of their Strata Lots.

Accounts, Annual Budget and Maintenance Assessments

- 39 All cheques drawn on any account of the Strata Corporation shall, except where this is only one owner, and except where a manager has been appointed and authorized to make expenditures, be signed by at least 2 members of the Strata Council and all cheques or other negotiable instruments for the credit of any such account me be endorsed by any 2 members of the Strata Council.
- (1) At each Annual General Meeting the Strata Corporation shall prepare an annual budget for the following 12 month period and all Owners shall pay a strata fee in accordance with their unit entitlement.

- (2) Prior to the 1st day of the last month of the fiscal year the Strata Corporation shall cause to be prepared a budget setting out by categories its best estimate of the common expenses of the Strata Corporation for the next fiscal year. The budget shall include a reasonable provision for contingencies and replacements.
- (3) Prior to the 15th day of the last month of each fiscal year the Strata Corporation shall mail to each Owner a copy of the proposed budget for the ensuing calendar year together with a notice of the strata fee for his contribution towards the common expenses of that year.
- (4) The common expenses set forth in each strata fee shall be payable to the Strata Corporation, or to any other persons, firm or Corporation to whom the Strata Corporation shall direct payment to be made from time to time, in twelve (12) equal monthly installments, in advance, commencing on the 1st day of the fiscal year.
- (5) Monthly strata fee payments are due and payable on the 1st day of each month in advance. Strata fees not received within fifteen (15) days of the due date shall be subject to a \$50.00 administration fee in addition to late payment interest as set by the regulations (Strata Property Act). Payment plus interest and administration fee not received by the 15th day of the following month and each month thereafter will be subject to interest charges as set out in the Strata Property Act regulations. While lien eligibility for unpaid strata fees shall be on the 2nd day of the month the strata fees are due, a lien will be placed on the Strata Lot at the Owner's expense for the total monies due, including interest and administration fees, if all fees due are not paid after a 45 day period.
- (6) Within seven (7) days following written application therefore by the Owner, the Strata Corporation shall furnish to the Owner a statement setting forth as of its due date the amount of any unpaid strata fees then due from such Owner.
- (7) If at any time it appears that the annual assessment of contribution towards the common expenses will be insufficient to meet the common expenses that occur less frequently than once per year, or in case of emergency the Strata Corporation may assess and collect a special levy against each Strata Lot in an amount sufficient to cover the additional anticipated expenses. The Strata Corporation shall give notice of such further levy to all Owners which shall include a written explanation setting out the reasons for the levy and each levy shall be due and payable by each Owner in the Strata Corporation.

Division 8 - Leasing or Renting of Strata Lots

- 40 (1) (a) Subject to Sections 139 - 148 of the Strata Property Act no more than 21 strata lots within the Strata Plan will be leased or rented at any given time, effective the date of registration of the original bylaw registered on December 12, 1995 under #BJ 380968. *(Amended by the owners by ¾ resolution on December 6, 2004)*
- (b) No Owner shall rent or lease their unit on anything less than a yearly basis, or such longer term as the Council may establish.
- (c) These limitations shall be administered and enforced by the Strata Council.
- (d) The Strata Council reserves the right to exceed the limitations set out in this Bylaw should it be deemed necessary, based on a hardship case or extenuating circumstances.
- (2) For the purpose of enforcing these limitations, the following administrative provisions apply:
- (a) An Owner who wishes to lease a Strata Lot shall first obtain approval from the Strata Council. The Owner shall deliver to the Strata Council or the Property Manager employed by the Strata Corporation a written request for a Lease Permit together with the following:
- i) The name, occupation and address of each tenant or person who will occupy the Strata Lot during the term of the proposed lease;
 - ii) Where applicable, the business telephone number of the tenant or tenants;
 - iii) The commencement date and term of the lease;
 - iv) A completed "Form K - Notice of Tenant's Responsibilities" (section 146, Strata Property Act);
 - v) If requested by the Strata Council, a security deposit in an amount not to exceed \$400.00 to be held by the Strata Corporation for the purposes set forth in this Bylaw.
- (b) Upon receipt of a written request for a Lease Permit from an Owner together with the items and information outlined above, the Strata Council or the Property Manager employed by the Strata Corporation may issue a Lease Permit to the Owner.

- (c) Only a Strata Lot in respect of which a Lease Permit has been issued pursuant to this Bylaw may be leased by the Owners.
- (3) A Lease Permit shall be deemed to be cancelled in any of the following events:
 - (a) in the event that the tenant or tenants named in the Lease Permit cease to occupy the Strata Lot named in the Permit as their principal residence; or
 - (b) in the event that the Owner and/or the tenant has failed to comply with the provisions of the Strata Property Act, the Bylaws and the Rules and Regulations of the Strata Corporation for a period of thirty (30) days after notice of the non-compliance has been mailed to the Owner and/or the tenant by the Strata Corporation; or
 - (c) in the event that the lease in respect of which it was issued is terminated, assigned, or sub-let, or expires without renewal.
- (4) Sub-leasing of the Strata Lot or portions thereof shall not be permitted.
- (5) Any Owner who leases a Strata Lot without first obtaining a Lease Permit pursuant to this Bylaw or continues to lease a Strata Lot after the cancellation, without replacement, of a Lease Permit issued with respect to that Strata Lot shall, notwithstanding section 26 (1) of these Bylaws, be liable to pay to the Strata Corporation a fine in the amount of \$500.00 for each contravention of this Bylaw.
- (6) A security deposit paid to the Strata Corporation pursuant to section (2) (a) v) of this Bylaw shall be held by the Strata Corporation on the following terms and conditions:
 - (a) The Strata Corporation may apply the full amount of the deposit or any portion thereof on account of any monies payable to the Strata Corporation under these Bylaws or with respect to any damage, loss, or expense suffered by the Strata Corporation as a result of damage or injury to the common property, assets, or common facilities of the Strata Corporation caused by any person occupying the Strata Lot in respect of which the deposit is made;
 - (b) The balance of the deposit, if any, plus interest, shall be repaid by the Strata Corporation to the Owner in any of the following events:
 - i) if the Strata Lot in respect of which the deposit is made becomes vacant or unoccupied; or
 - ii) if the Owner retakes possession of the Strata Lot as his or her principal residence; or

- iii) if a new Lease Permit is issued with respect to the Strata Lot.
- (7) The Strata Corporation shall have the right to terminate the tenancy of any tenant who repeatedly or continuously contravenes a reasonable and significant Bylaw or rule of the Strata Corporation and who seriously interferes with another person's use and enjoyment of a Strata Lot, common property or common asset (section 138).
- (8) Tenants who do not vacate and give up the premises when required to do so by the Strata Corporation shall be subject to Court action. All legal proceedings required for the forceful eviction of the tenants will be undertaken by the Strata Council, and all legal and other costs incurred will be charged to the Strata Lot Owner.
- (9) The Strata Corporation shall remove and dispose of any property or possessions remaining on common property after notice to remove and dispose of the property has been given to the tenant and the costs of such removal and disposition shall be charged to the Strata Lot Owner.
- (10) Should any Owner of a Strata Lot lease or rent the Strata Lot in contravention of the limitations contained in this Bylaw, the Strata Council shall be entitled to take any or more of the following actions:
- (a) Take all necessary steps to terminate the tenancy agreement or lease on behalf of the Strata Lot; or
 - (b) Notwithstanding section 26 (1) of these Bylaws, levy a fine not to exceed \$500.00 for each month in contravention, such fine to be added to and form part of the month's assessment or levy to be collected by the Strata Corporation from the Owner of the Strata Lot, and the Strata Council is hereby authorized to take all necessary steps to collect such amounts from any Owner;
 - (c) Seek a declaration of any Court of competent jurisdiction with regard to the enforcement with limitation and/or an injunction to prevent the continued rental or leasing of such Strata Lot; and upon receiving such declaration or injunction, costs shall be the responsibility of the Strata Lot Owner contravening the provisions of the Bylaw and shall be recoverable on a solicitor and own client basis by the Strata Corporation; and
 - (d) Should any portion of this Bylaw be deemed unenforceable by any Court of competent jurisdiction, then for the purposes of interpretation and enforcement of the Bylaw, each sub-paragraph hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.

- (11) Notwithstanding the provisions of this Bylaw and sub-paragraphs thereof, the Council will, upon the application of a resident Owner, normally authorize the occupancy of a resident Owner's furnished or unfurnished unit during their absence for a period not exceeding one (1) year, providing the required Form "K" has been completed.

Division 9 - Moving and Resale

- 41 (1) It will be the express responsibility of the Owner to ensure that all moves in and out by the Owner or resident conform to the regulations as established by the Strata Council from time to time.
- (2) No advertising for the resale or rental of a Strata Lot shall be permitted within the boundaries of the Strata Corporation, without the prior consent of the Strata Corporation.
- (3) A charge of \$100.00 will be levied against the Strata Lot for every move into the Strata Lot, whether by Owner or tenant. This charge is to help defray the administrative and maintenance costs of such changes in Ownership or tenancy and will be levied automatically.
- (4) In those cases where a change of ownership does not involve a change of occupants, an administrative fee of \$50.00 will be levied against the Strata Lot.

Division 10 - Insurance

- 42 (1) The Strata Corporation shall:
- (a) obtain and maintain insurance on buildings, the common facilities, and any insurable improvements owned by the Strata Corporation to the full replacement values as required by sections 149 and 150 of the Strata Property Act;
- (b) on the written request of an Owner or mortgagee of a Strata Lot, produce to him/her or a person authorized in writing by him/her the insurance policies effected by the Strata Corporation and the receipts for the last premiums;
- (c) review annually the adequacy of the insurance;
- (d) pay premiums on policies of insurance effected by it under Sections 149 and 150 of the Strata Property Act;
- (e) obtain and maintain insurance in respect of other perils, including liability, as provided in Sections 149 and 150 of the Strata Property Act.

- (2) In connection with insurance claims, the Strata Corporation shall have the following authority and powers:
 - (a) to establish and maintain a plan for setting the deductible portion of insurance claims;
 - (b) to cause the Owner or Owners of the property being the subject matter of the deductible portion of the insurance or otherwise receiving a benefit from the insurance claim to bear all or a portion of such deductible, such portion to be decided by the Strata Corporation in its sole discretion;
 - (c) to enforce and collect all costs as determined in (a) and (b) above, including all or a portion of deductibles to be paid by the Owner of the property, borrowing costs including interest, and administrative costs in the same manner and, subject to the special powers of the Strata Corporation under this Bylaw, to the same extent that common expenses levied under the Act and the Bylaws of the Strata Corporation may be collected from Owners.

- (3) Where the individual Owner's condominium insurance standard policy and the Strata Corporation's insurance policy overlap in coverage the following policy is adopted:
 - (a) Where an insurance incident occurs exterior to the walls of a condominium unit and causes damage to the property within the walls of the unit which, in the opinion of the Strata Corporation, is not caused by negligence of the Owner, the claim is against the Strata Corporation policy and the Strata Corporation funds will be used to pay the deductible;
 - (b) Where an incident occurs exterior to the walls of a condominium unit and causes damage to that Owner's interior property which, in the opinion of the Strata Corporation, is caused by the Owner, the claim will be against the Strata Corporation policy; however, the property Owner will be responsible for all or a portion of the deductible. The portion of the deductible to be paid by the property Owner to be determined by the Strata Corporation in its sole discretion;
 - (b) Where an incident occurs within the walls of a condominium unit and causes damage to property within the walls of the same condominium unit, the claim is against the Strata Lot Owner as a named insured on the policy, and the deductible is the responsibility of the property Owner.

- (4) The Strata Corporation offers a "self-insurance" fund to help offset insurance deductible chargebacks to Owners. To participate, an Owner must pay to the Strata Corporation an one time only fee.

Division 11 - Severability

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

STRATA PLAN NW 555 – BALMORAL ON THE PARK RENTAL CONTRACT FOR TARTAN ROOM

(Adopted by the Owners by majority resolution on December 1, 2003)

TARTAN ROOM RULES

PERSONS USING THESE FACILITIES DO SO AT THEIR OWN RISK, AND RELEASE AND INDEMNIFY THE STRATA CORPORATION, ITS OFFICERS AND THE MANAGING AGENT FROM ANY AND ALL CLAIMS ARISING FROM THE USE OF THESE FACILITIES

THE BALMORAL ON THE PARK TARTAN ROOM IS INTENDED FOR THE USE OF BALMORAL ON THE PARK RESIDENTS ONLY; HOWEVER, A REASONABLE NUMBER OF GUESTS MAY ACCOMPANY A RESIDENT ADULT.

A. THE FOLLOWING RULES APPLY:

1. Use of the Balmoral on the Park Tartan Room is for the residents of Balmoral on the Park.
2. Guests of residents using these facilities must at all times be accompanied by the Owner and/or resident.
3. Children of residents or guests using these facilities must at all times be accompanied by an Owner and/or resident adult.
4. Persons causing damage to these facilities shall immediately report such damage to the Resident Caretaker or Managing Agent.
5. Persons witnessing or noting a breach of these Rules, or abuse of these facilities or area shall immediately report the incident to the Resident Caretaker or Managing Agent.
6. Persons noting any damage to the Tartan Room or facilities, shall immediately notify the Resident Caretaker or Managing Agent.
7. There shall be NO SMOKING in the Tartan Room. A fine or denial of access to the facility will be invoked.
8. The wearing of swimming attire is not allowed in the Tartan Room.
9. Rules of etiquette and proper speech and conduct shall be observed at all times. Unnecessary noise, rowdy behaviour, defacement or misuse of common property, and incivility to residents or staff are forbidden.

10. All bookings and usage is done on a first come first serve basis, with at least 24 hours advance notice, and is booked through the Resident Caretaker. The resident caretaker will tour the Tartan Room with the renter and identify how the facilities within the room operate (i.e. dishwasher, fans).

B. IN ADDITION TO THE GENERAL USE AS DESCRIBED ABOVE, THE TARTAN ROOM MAY BE BOOKED FOR A PRIVATE FUNCTION.

1. The Tartan Room can be booked for a private function. Bookings for commercial or professional purposes are not permitted.
2. All applications for booking the Tartan Room must be made through the Resident Caretaker during regular business hours and approval must be given by a Strata Council member before the booking can be confirmed.
3. There will be a charge of \$25.00 for each booking.
4. A One Hundred (\$100.00) Dollar damage deposit must be submitted in cash for each booking. The deposit will be refunded if the Tartan Room, contents and facilities are left in a clean and undamaged condition.
5. It is the Resident/Owner's responsibility to ensure that the Tartan Room is cleaned by 12 noon of the day following the social function, and any extraordinary cleaning costs will be deducted from the damage deposit. The caretaker will mop the floor and vacuum the carpets. The renter is responsible for removing garbage, washing dishes and cleaning tables, counters and sinks.
6. Residents/Owners are responsible for their guests' actions and we request that you please ensure that your guests leave quietly.

C. WHEN THE TARTAN ROOM IS BOOKED FOR A PRIVATE FUNCTION

1. The drinking of alcohol is permitted in the Tartan Room.
2. Smoking is not permitted in the Tartan Room. (Smoking is permitted in the exterior stairwell landing that leads to Willingdon Avenue, but the gate is not to be opened, for security reasons.)
3. The production or reproduction of sound is permitted, in moderation.
4. Hours of use will be until 2:00 AM.

PERSONS CONTRAVENING THE ABOVE RULES ARE SUBJECT TO BEING FINED AND/OR DENIED ACCESS TO THE FACILITY, IN ACCORDANCE WITH THE BYLAWS AND/OR RULES OF THE STRATA CORPORATION.

I have read the rules and regulations for the Tartan Room and agree to abide by them.

_____ Date

_____ Caretaker

_____ Name (please print)

_____ Suite #

_____ Telephone #

_____ Signature