

Carlyle

Strata Plan – BCS 3832

BYLAWS

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

1. Payment of Strata Fees

- (1) If an Owner is late in paying his or her Strata fees, the Owner must pay 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.
- (2) Strata Fees not received by the 5th of the month in question will also be subject to a \$50.00 penalty, and every following month thereafter.

2. Repair and Maintenance of Property by Owner

- (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.

3. Use of Property

- (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, or disturbance,
 - (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.
 - (f) Endangers the safety of another person.
- (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.
 In addition to the foregoing, an Owner shall not:
 - (a) use his or her strata lot for any purpose which may be illegal or injurious to the reputation of the building; and
 - (b) make or cause to be made any structural alteration to his or her strata lot or paint, decorate or add to or remove any structure from the exterior of the building or the exterior of 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 Council.

(Amended AGM August 21, 2012)

- (3) An Owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An Owner, tenant or occupant must not keep any pets on a strata lot other than one or more of

the following:

- (a) a reasonable number of fish or other small aquarium animals;
- (b) a reasonable number of small caged mammals;
- (c) up to 2 caged birds;
- (d) one dog or one cat.

(5) An Owner, Tenant or Occupant must not use or permit the use of his Strata Lot, common property or common assets for a professional, commercial or business purpose that:

- (a) increases the amount of foot traffic or motor vehicle traffic in the common property or the Strata Lot;
- (b) in any way increases or may increase the liability risk of the Strata Corporation;
- (c) involves regular attendance of customers, clients, employees, contractors, other workers or any individuals attending the Strata Lot other than those individuals ordinarily resident in the Strata Lot;
- (d) involves individuals using a Strata Lot as a place of temporary lodging including but not limited to:
 - (i) Short-term rentals,
 - (ii) Hotel or hotel-like accommodation,
 - (iii) A boarding or lodging house,
 - (iv) Roommates,
 - (v) Bed and breakfast,
 - (vi) Airbnb, Homeaway, VRBO or any other vacation-like, short-term rental or short-term accommodation arrangements,
 - (vii) Executive home rental arrangements, or
 - (viii) House swaps.
- (e) contravenes the zoning and development bylaw of the City of New Westminster.

[Amended AGM October 27, 2016]

4. Inform Strata Corporation

- (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.
- (3) Any Owner of a strata lot who leases his lot without submitting a Form K, in accordance with the Strata Property Act shall be liable to a fine or part thereof

(Amended AGM August 21, 2012)

5. Obtain Approval Before Altering a Strata Lot

- (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:
 - (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 or windows 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.

- (2) The Strata 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.
- (3) This section does not apply to a strata lot in a bare land Strata Plan.

6. Obtain Approval Before Altering Common Property

- (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.

7. Permit Entry to Strata Lot

- (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 ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice,
 - (i) 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, or
 - (ii) to ensure compliance with the Act and the Bylaws.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

8. Claims on Insurance Policies

A resident must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on the insurance policy of the Strata Corporation.

The Owner will indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair, or replacement rendered necessary to the common property, the common assets or to any strata lot by, or any cost incurred by the Strata Corporation as a result of the Owner's act, omission or negligence or by that of the Owner's family or the Owner's tenants, invitees, employees, or agents, but only to the extent that such expense or cost is not reimbursed from the proceeds of any insurance policy. In such circumstances, and for the purpose of this Bylaw, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation and then charged to the Owner as permitted by Section 133 of the Act (ie: being the reasonable cost of the Strata Corporation remedying the contravention of paragraph above), and will be added to and become part of the assessment of the Owner for the month next following the date on which the expense is incurred.

PETS

- (1) An Owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
 - (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) one dog, other than seeing-eye dogs or working dogs
 - (e) one cat
- (2) Notwithstanding the generality of Bylaw 1, no Owner shall keep or permit to be kept on the premises exotic pets including but not limited to snakes, reptiles, spiders, or large members of the cat family.
- (3) Owners keeping or permitting a pet to be kept on their strata lot shall ensure that the pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset shall be immediately disposed of by the Owner in a waste container or by other sanitary means.
- (4) Owners keeping or allowing a pet to remain on their strata lot shall be responsible for and shall indemnify and save harmless the Strata Corporation from all actions causes of action, loss, costs, or expenses resulting from the actions of the pet, regardless of whether or not the Owner had knowledge, notice or forewarning of the likelihood of such action.

(Amended AGM August 21, 2012)

Division 2 -- Powers and Duties of Strata Corporation

8. Repair and Maintenance of Property by Strata Corporation

- (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 and other things attached to the exterior of a building;
 - (D) doors and windows 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 and windows 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.
- (2) In addition to Bylaw 8 (1) the Strata Corporation will arrange each year for one annual fire inspection for all units and therefore all Owners shall comply with this Bylaw and the Owners

shall provide access to the inside of the unit in order for the fire safety inspection to be completed.

- (a) The Strata Corporation shall notify the residents at least (10) days prior to the inspection, allowing Owners to make arrangements to provide access on the date of inspection,
- (b) If an Owner fails to provide access to their unit on the date of inspection, the Strata Corporation shall arrange for a second visit within 30 days and all costs associated with the second visit shall be charged back to the unit.
- (c) If an Owner fails to provide access to the unit on the second visit, the Strata Corporation shall hire a locksmith and will gain entry to the unit to complete the mandatory fire safety inspection on the same day at the Owners cost and expense.

Division 3 -- Council

9. Council Size

- (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.

10. Council Members' Terms

- (1) The term of office of a Council member ends at the end of the Annual General Meeting at which a replacement is elected.
- (2) A person whose term as Council member is ending is eligible for reelection.

11. Removing Council Member

- (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.

12. Replacing Council Member

- (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 the 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.

13. Officers

- (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.

14. Calling Council Meetings

- (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 possible after the meeting has been called.

15. Requisition of Council Hearing

- (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 2 weeks 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.

16. Quorum of Council

- (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.

17. Council Meetings

- (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.

18. Voting at Council Meetings

- (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, along with the names of the Council members moving and seconding any resolutions, and the names of any dissenting or abstaining Council members.

19. Council to Inform Owners of Minutes

- (1) The Council must inform Owners of the Minutes of all Council Meetings within 2 weeks of the meeting, whether or not the Minutes have been approved.

20. Delegation of Council's Powers and Duties

- (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.

21. Spending Restrictions

- (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.

22. Limitation on Liability of Council Member

- (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

23. Maximum Fine

- (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.

24. Continuing Contravention

- (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

25. Person to Chair Meeting

- (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.

26. Participation by Other Than Eligible Voters

- (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.

27. Voting

- (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.

28. Order of Business

- (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.

- 29.** If a quorum is not present within 15 minutes from the time appointed for an Annual or Special General Meeting, the persons present and entitled to vote shall constitute a quorum.

Division 6 -- Voluntary Dispute Resolution

29. Voluntary Dispute Resolution

- (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

30. Display Lot

During the time the owner-developer is the owner or lessee of any strata lot, it shall have the right to

- (1) maintain any strata lot or strata lots, whether owned or leased by it, as display suites and to carry on any marketing and sales functions within such strata lots and within any area of the common property of the development including the recreational facilities,
- (2) erect and maintain such signage on the common property of the development, and
- (3) have access to any and all parts of the common property and common facilities for the purpose of showing strata lots, the common property and the common facilities to prospective purchasers and realtors,

In each case as may be reasonably determined by the owner-developer to be necessary or expedient in order to enable or assist it in marketing or selling strata lots in the development.

31. Parking/Storage Area Lease

Each owner of a strata lot may be entitled to the exclusive use of one or more parking stalls and storage areas located in the parking facility pursuant to a partial assignment of the parking/storage area lease (the "Parking/Storage Area Lease") between Onni Victoria Hill Nine Development Limited Partnership, as landlord, and Onni Parking Management Services Ltd., as tenant, a copy of which is attached hereto. Pursuant to the Parking/Storage Area 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 Onni Victoria Hill Nine Development Limited Partnership under the Parking/Storage Area Lease with respect to the Stalls and the Storage Areas (as defined in the Parking/Storage Area Lease).

32. Advertising

Advertising for the resale or rental of a Strata Lot shall only be permitted on a single sign that shall be located, supplied and maintained by the Strata Corporation.

33. Quorum

A quorum for an annual or special general meeting is any eligible voters present in person or by proxy.

Division 8 -- Miscellaneous**34. BARBECUES**

Only propane or electric barbeques are permitted on the Strata Lot

35. PROPANE LAMPS

Only permitted on the balconies if they are below table height. The exception to this Bylaw applies to all units that have decks that extend beyond the roof line.

36. CHRISTMAS LIGHTS

Christmas lights must not be hung on the Strata until after November 15th and they must be taken down by February 15th each year.

37. BALCONIES/STORAGE/LAUNDRY

No Owner shall place or store on their balcony items which are visible from any part of the Premises, other than patio furnishings or planters.

Owners must not place garbage, boxes, carpets, laundry, or appliances on the balcony.

No hooks or fixtures are to be hung from the balcony walls, awnings, ceilings, columns or railings.

All planters on balconies must have drip trays underneath.

38. RENTAL ADVERTISING

NO "For Rent" or lease signs are to be displayed from the windows, decks, or any other area of the Strata.

39. WINDOW COVERINGS

Drapes or blinds visible from the outside of the building shall be cream, or white in color only.

40. ITEMS FROM BALCONY

No items are to be thrown, tossed, swept, or discarded from the balconies including, but not limited to, cigarette butts, water, rags or dish cloth shaking, pet feces, carpet dust, lint, waste, or any other garbage."

41. SECURITY MEASURES (Amended: AGM September 16, 2013)

- (1) Closed circuit television and video surveillance are installed in the following common areas of the building but not limited to: building entrances, lobby, social room, elevators, storage rooms, parkade, garbage room and mailroom. The system operates 24 hours a day and the Strata Corporation collects data from the closed circuit television and video surveillance.
- (2) The Strata Corporation collects data with respect to the usage of each security fob programmed for use at Strata Plan BCS3832.
- (3) The video files and/or security fob usage records will be used only for the purposes of law enforcement and/or for the enforcement of those Strata Corporation Bylaws and Rules which relate to the safety and security of the building and its occupants.
- (4) The video files are stored for a period of up to 21 months from the date of recording, which period may be extended for those files required for law enforcement and/or Bylaw enforcement purposes.
- (5) The security fob usage records are stored for a period of up to 2 months from the date of the recording, which period may be extended for those files required for law enforcement and/or Bylaw enforcement purposes.
- (6) The personal information of Owners, tenants or occupants will only be reviewed or disclosed as follows:
 - (a) law enforcement in accordance with subsection 3 herein;
 - (b) the caretakers of the Strata Corporation and Council members in accordance with subsection 3 herein; or
 - (c) in the event of an incident in which they are involved or affected, an Owner, tenant or occupant may request a copy of the applicable video file or security fob usage records.
- (7) In installing and/or maintaining the systems described herein, the Strata Corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The Strata Corporation is not responsible or liable to any Owner, tenant, occupant or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.

42. DISTURBANCE OF OTHERS

- (1) Mops or dusters of any kind shall not be shaken and nothing shall be thrown out of any window, door, passage or other parts of the strata lot or the common property.
- (2) No barbecues, patio stoves or heaters other than those fueled by propane or natural gas or electricity may be used. No Owner shall operate his or her barbecue, patio stove or heater in a manner, which, in the opinion of the Strata Council, interferes with another Owner's enjoyment of his or her strata lot. All barbecues, patio stoves and heaters must be kept at a minimum distance of 24" away from the building exterior walls. Strata lot Owner or residents are responsible for heat damage to the building envelopes.

(Amended AGM August 21, 2012)

43. PARKING

- (1) A maximum speed of 10 km/h shall apply within the common property.
- (2) Owners will be responsible for the clean up of oil spills on common property.

- (3) All vehicles parked at the Carlyle must be insured or have storage insurance and Third Party Liability to \$1 Million.
- (Amended AGM August 21, 2012)*
- (5) Parking in other than your assigned stall or in any unauthorized location may result in your vehicle being towed without warning at the owner's cost.
- (6) Motor bikes and scooters are not allowed to be parked in any unauthorized location. They will be towed without warning at the owner's cost.
- (7) Drivers of all vehicles entering or exiting the garage must wait to visibly ensure that the gate has closed behind them before driving away. Drivers must not drive around or pass anyone who is waiting at the gate in compliance with this bylaw.
- (8) Visitors parking stalls are for the exclusive use of Visitors to the Carlyle and are available on a first come first serve basis and there are no in-and-out provisions.
- (9) Visitors parked in the Visitors Parking area must display a valid Visitor Parking permit. The Visitors Parking Permit must be clearly displayed on the dash board of the vehicle or be hung from the rearview mirror, in plain view. Vehicles parked in contravention of the bylaws may be towed without warning.

[Amended AGM October 27, 2016]

44. CLEANLINESS

- (1) All household refuse and recycling material shall be secured in suitable plastic bags, garbage containers and recycling containers. The Owners will comply with the City of New Westminster recycling program as it is implemented.
- (2) Any waste material other than ordinary household refuse and normally collected recycling materials shall be removed by the individual Owner or resident of the strata lot.
- (3) All household garbage shall be removed from each strata lot. Only household garbage shall be deposited in the compactor. Recyclable materials shall be deposited in the recycling containers in the garbage room. All boxes must be flattened. Unwanted larger items must be disposed away from the building; i.e.: mattresses.
- (4) Garbage must be placed within proper garbage bags to ensure no leaks in common areas and elevators.

(Amended AGM August 21, 2012)

45. RENTAL RESTRICTIONS

Subject to the provisions of this Bylaw, strata lots shall be Owner-occupied only, with the following considerations and exceptions:

- (a) Original Owners whom have purchased the lot directly from the Developer Onni Development Corp.
- (b) at any given time up to 60 (sixty) strata lots may be leased for terms of not less than 1 year and the procedure to be followed by the Strata Corporation in administering this limit will be as follows:
- (i) any Owner wishing to rent a strata lot must make an application in writing to Council;

- (ii) approvals will be granted by the Council on a first come basis in the order of the date such applications are received by the Council;
 - (iii) the Council will not screen tenants, establish screening criteria, require the approval of tenants, require the insertion of terms in tenancy agreements or otherwise restrict the rental of a strata lot except as set out in this Bylaw;
 - (iv) the Council will keep a list of Owners who wish to rent their strata lot and the priority of their application, and will advise each Owner as soon as their application can be accepted;
 - (v) upon acceptance of an application to rent, an Owner must enter into a lease of a strata lot within three (3) months from acceptance by the Council of such Owner's application or the acceptance by the Council of such Owner's application will be automatically revoked and the Council will be entitled to advise the Owner next following on the list that its application to rent a strata lot has been approved;
 - (vi) an Owner may continue to lease his or her strata lot until the earlier of the date such Owner moves into the strata lot to take occupancy or the date the strata lot is sold by the Owner to a third party;
- (c) notwithstanding paragraph (b), where cases of undue physical or financial hardship of a personal nature arise, the Owner may make a written request to the Council for permission to rent a strata lot for a limited period of time, and where the Council has been provided with evidence that undue hardship will result if limited rental approval is not given, the Council shall not unreasonably withhold permission for limited rental;
- (d) this Bylaw does not apply to prevent the rental of a strata lot to a member of the:
- (i) the spouse of the Owner;
 - (ii) a parent or child of the Owner;
 - (iii) a parent or child of the spouse of the Owner where "spouse of the Owner" includes an individual who lives with or who has co-habitated with the Owner, for a period of at least two years at the relevant time in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.
- (e) where an Owner has leased a strata lot to a tenant pursuant to a tenancy agreement entered into before this Bylaw was passed, this Bylaw does not apply to such strata lot until the later of:
- (i) one year after the tenant who is occupying the strata lot at the time the Bylaw is passed ceases to occupy the strata lot as a tenant, and
 - (ii) one year after the Bylaw has been passed.
- (f) the Strata Corporation will impose a fine of up to \$500 for a contravention of this Bylaw, and may impose such fine for a continuing contravention every seven days."
(Amended AGM August 21, 2012)

46. Rental Parking

1. Rental Parking Spaces are available to Residents only (“Designated Users”).
2. Rental Parking Spaces shall be available to Designated Users, on a first come first served basis.
3. Council will receive applications from Designated Users and assign Rental Parking Spaces in sequential parking space order only;
4. Rental Parking Spaces shall be rented on a one-year, non-renewable term.
5. If a Designated User applies for a Rental Parking Space and there are no further Rental Parking Spaces available, the applicant will be placed on a waiting list, maintained by council in chronological order by date of application, until the next available Rental Parking Space is open to be rented.
6. Council may set any rate for Rental Parking Spaces that does not offend s. 110 of the *Strata Property Act*, and may change that rate at any time, but may not change the rate of any Rental Parking Space already rented for a year long term until that term is complete.
7. The rate for Rental Parking Spaces shall be \$75 / month on a twelve month term.

[Amended AGM October 27, 2016]