



STRATA PLAN EPS 226 AVRA

BYLAWS

**STRATA PLAN EPS 226
AVRA BYLAWS**

Amendments:

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SCHEDULE OF STANDARD BYLAWS

Preamble

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

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act"). For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and "a resident" means collectively, an owner, a tenant and an occupant. The Schedule of Standard Bylaws to the Act does not apply to the strata corporation.

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

Compliance with bylaws and rules

- 1** (1) All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.

Compliance with agreements

- 2** (1) An owner or occupant must comply with the terms and conditions contained within any agreement which binds the strata corporation and/or the strata lot, including any agreement registered in the applicable land title office against the title to the strata lot and/or the common property.

Payment of strata fees and special levies

- 3** (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) Where an owner fails to pay strata fees in accordance with bylaw 3.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$50.00 for each contravention of bylaw 3.1.
- (3) An owner must provide the strata corporation or its agent with written authorization for monthly automatic debit from the owner's bank account for strata fees for the fiscal year of the strata corporation.

- (4) Failure by an owner to provide written authorization for automatic debit in accordance with bylaw 3.3 is a contravention of bylaw 3.3 and the strata corporation will levy a fine of \$50.00 for each contravention. Each dishonoured automatic debit will be subject to a fine of \$25.00 and an administration charge of \$25.00.
- (5) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- (6) Failure to pay a special levy on the due date will result in a fine of \$200.00 for each contravention of bylaw 3.5.
- (7) Where an owner fails to pay a special levy in accordance with bylaw 3.5, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.

Repair and maintenance of property by owner

- 4 (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

- 5 (1) A resident or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot, which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the *Act*.
- (3) An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.

- (4) An owner will indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy.

In such circumstances, and for the purposes of bylaws 6.1, 6.2 and 6.3, any insurance deductible paid or payable by the strata corporation will 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) A resident must not throw or permit anything to be thrown from a window, balcony or deck or onto any part of the common property, including but not limited to cigarette butts, food, beverage containers, litter or garbage

Pets and animals

- 6** (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.
- (2) A resident or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (3) A resident must not keep a pet 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) a reasonable number of dogs and/or cats.
- (4) A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- (5) A resident or visitor must not permit a loose or unleashed Permitted Pet (leashes cannot exceed six feet in length) at any time on the common property or on land that is a common asset. A Permitted Pet found loose on common property or land that is a common asset will be delivered to the municipal pound at the cost of the strata lot owner.
- (6) A resident must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common

assets, the council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.

- (7) If a resident contravenes bylaw 7.6, the owner of the strata lot will be subject to a fine of \$200.00. For clarity, bylaw 30.1 will apply to a contravention of bylaw 7.6.
- (8) Notwithstanding bylaw 7.7, a resident whose pet contravenes bylaw 7.6, will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.
- (9) A strata lot 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 owner of the Permitted Pet.
- (10) 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.
- (11) 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.
- (12) A resident must register a pet ("Permitted Pet") by registering the pet with the council within 30 days of the pet residing on a strata lot (or the passage of this Bylaw) and by providing, in writing, the name of the Permitted Pet, breed, colour and markings, together with the name, strata lot number and telephone number of the pet owner.
- (14) A resident who contravenes any of Bylaws 6(1) to 6(6) inclusive and to a contravention of any of Bylaws 6(9) to 6(13) inclusive will be subject to a \$200.00 fine. For clarification, Bylaw 29.1 will apply to a contravention of Bylaws 6(1) to 6(6) inclusive and to a contravention of any of Bylaws 6(10) to 6(13) inclusive.

Amenity Room/Guest Suite Rental

- 7** (1) The meeting room and guest suite are available for residents' use on request by contacting the resident manager during regular business hours, i.e. 8:00 am – 3:00 pm. Monday to Friday.
- (2) A minimum of 5 (five) working days' notice is required to reserve either the meeting room or the guest suite.
- (3) A resident may book the guest suite no more than three months in advance.
- (4) A damage deposit of \$100.00 is required. In the event of damage to the premises, the cost of repair of any damage shall be deducted from the damage deposit, which is otherwise fully refundable. In the event that the cost of damage repair exceeds \$100.00, the balance of repair cost shall be at the sole expense of the owners.

The deposit will be returned after five working days, or after all necessary charges, if applicable, have been cleared.

- (5) A user fee of \$25.00 per day shall apply for rental of the guest suite.
- (6) A user fee of \$50.00 per day shall apply for rental of the Amenity Room.
- (7) The maximum length of time a resident shall rent the guest suite must not exceed 7 consecutive days. This may be extended provided no other owner wishes to rent the suite.
- (8) The maximum number of occupants of the guest suite shall be 2.
- (9) Users of the guest suite will provide their own linen for their use.
- (10) No smoking is permitted in the guest suite.
- (11) No pets are permitted in the guest suite.
- (12) The guest suite shall be vacated and left in clean condition no later than 11:00 am on the last day that the suite is rented. Check-in time and key pick up is 2:00 pm. and check out time is 11:00 am. Key to the guest suite will be given during check in time (2:00 pm) and must be returned during check out time (11:00 am) at the guest suite location. A grace period of 30 minutes will be given of checking out of the guest suite. Any person checking out past 11:30 am will be charged an extra day's rent.
- (13) Booking shall be made on a first come, first served basis.
- (14) The existing condition of the guest suite will be verified by the renter, accompanied by the Caretaker or her/his delegate before checking in and checking out.
- (15) Guests of residents using the Amenity Room must AT ALL TIMES be accompanied by the residents.
- (16) The booking of the Amenity Room is for PRIVATE FUNCTIONS ONLY.
- (17) When the Amenity Room is booked for an event the exercise room is not available for use by other residents.
- (18) Booking for the Amenity Room made for the Strata Corporation and/or Council do not require a deposit or rental fee.
- (19) Bookings for Strata Corporation business will take priority over private bookings and are subject to a one week (7 days) booking rule. Emergency Council Meetings can be held elsewhere if the Amenity Room has a prior booking.
- (20) Proper attire for the Amenity Room is required at all times. The "No Shirt" No Shoes, No Entry" Rule is adhered to at all times.
- (21) No pets or animals are permitted in the Amenity Room under any circumstances.

- (22) No person(s) under the age of 16 years may use the Amenity Room unless accompanied by an adult at all times.
- (23) The Amenity Room hours are: Sunday through Thursday between the hours of 7:00 am and 10:00 pm and Fridays and Saturdays from 7:00 am to 1:00 am.
- (24) Residents will be required to complete the required room/guest suite application forms once confirmation that the room/guest suite is available for use.
- (25) Non-residents are to be accompanied by an owner/resident at all times. Washroom facilities are available in the exercise room.
- (26) Any and all Amenity Room equipment (including tables, chairs, barbeque, etc.) **USED FOR PRIVATE FUNCTIONS** by individual residents are not to be removed from the Amenity Room and taken outdoors, nor is it to be borrowed for private purposes.
- (27) The exterior barbeque is to be used only by those that have booked the Amenity Room for a special event. The Strata Corporation will not be providing cleaning and cooking utensils for the barbeque. Please bring your own.
- (28) Persons either causing damage or noting damage to the Amenity Room facilities, furnishings and/or equipment therein shall immediately report such damage to the Resident Caretaker (who in turn is to report this to the Managing Agent) or directly to the Managing Agent.
- (29) Those using tape on the walls do so at their own risk. Should paint damage occur, those causing the damage must either repair it or be assessed accordingly for it to be repaired by the Strata Corporation. Repair inspection is at the discretion of the Strata Council.
- (30) Anyone found to deface, destroy or otherwise ruin any Strata property is liable for the damage(s) and/or loss of common room privileges and/or a fine.
- (31) Following all events, whether for the entire Strata Corporation or for private functions held by individual residents, the Amenity Room is to be returned to the condition in which it was found and ready for the next users. Furniture and equipment are to be returned to their original positions. The barbeque, fridge, countertops, cupboards, sink and equipment used must be left in clean condition. All garbage is to be removed from the Amenity Room; and the carpet is to be vacuumed.
- (32) Both prior to, and after a booked event, the Resident Caretaker will inspect the Amenity Room in the presence of the booking applicant to determine the condition of the Room, equipment and contents.
- (33) After the end-of-event inspection, the decision as to whether to return the \$100.00 deposit refund, in whole or in part, or whether the levying of any additional assessment is necessary, will be at the discretion of the Resident Caretaker and/or the Strata Council. Damage and the ultimate repairs will be at the sole discretion of the Strata Council.

Inform strata corporation

- 8** (1) An owner must notify the strata corporation of:
- (a) within two weeks of becoming an owner; the owner's name and the name(s) of any occupants, strata lot number and mailing address outside the strata plan, if any; and
 - (b) any mortgage or other dealing in connection with the strata lot within two weeks of such mortgaging or other dealing.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of the tenant's name and the strata lot which the tenant occupies.

Obtain approval before altering a strata lot

- 9** (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) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot; and
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the *Act.*, and
 - (h) wiring, plumbing, piping, heating, air conditioning and other services.
- (2) The strata corporation must not unreasonably withhold its approval under subsection 9(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 and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.
- (3) An owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration.

Obtain approval before altering common property

- 10** (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) An owner, as part of its application to the strata corporation for permission to alter common property, limited common property or common assets, must:
- (a) submit, in writing, detailed plans and description of the intended alteration;
 - (b) obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the strata council; and
 - (c) obtain the consent of the owners by written approval of the strata council under bylaws 10.1.
- (3) The strata corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:
- (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representative;
 - (b) that the standard of work and materials be not less than that of the existing structures;
 - (c) that all work and materials necessary for the alteration be at the sole expense of the owner;
 - (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;
 - (e) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that such owner(s) has/have been an owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration.

Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and will be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but

not necessarily paid by the strata corporation, and will become due and payable on the due date of payment of monthly strata fees.

- (4) An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws will be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- (5) Any owner who, subsequent to the passage of bylaws 10.1 to 10.3 inclusive, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration will be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

Renovations/alterations

- 11** (1) An owner must give the council two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or unbonded tradespersons will result in the levy of fines.
- (2) A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
- (3) An owner must ensure that the delivery of any construction materials is through the parking lot and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings. An owner must not permit any renovations/alterations materials to be delivered through the main lobby.
- (4) A resident must be responsible to ensure:
 - (a) drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping; and
 - (b) stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the council) and the residential corridor thoroughly vacuumed daily;
- (5) An owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m. on Saturdays. To perform renovations/alterations on statutory holidays, an owner must apply for permission in writing to the council at least five business days before the holiday date.

- (6) An owner must be in attendance for all significant renovations/alterations, the determination of “significant” will be in the discretion of the council.
- (7) An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained.
- (8) An owner in contravention of bylaws 11.1 to 11.7 (inclusive) will be subject to a fine of \$200.00 for each contravention, as well as be responsible for any clean up or repair costs.

Permit entry to strata lot

- 12** (1) An owner 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,
 - (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 a resident’s compliance with the *Act*, bylaws and rules.
- (2) If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner will be responsible for all costs of forced entry incurred by the strata corporation.
- (3) The notice referred to in bylaw 12.1(b) must include the date and approximate time of entry, and the reason for entry.

Division 2 -- Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

- 13** (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, windows and skylights on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot 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 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

- 14** (1) Subject to subsection 14(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 eligibility

- 15** (1) The spouse of an owner may stand for council.
- (2) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- (3) No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the

strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.

- (4) No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.

Council members' terms

- 16** (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.
- (2) A person whose term as council member is ending is eligible for reelection.

Removing council member

- 17** (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.
- (3) If the strata corporation removes all of the council members, the strata corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the strata corporation for the remainder of the term.
- (4) The council may appoint the remaining council members necessary to achieve a quorum for the strata corporation, even if the absence of the members being replaced leaves the council without a quorum.
- (5) A replacement council member appointed pursuant to bylaws 17.2 and 17.4 may be appointed from any person eligible to sit on the council.

Replacing council member

- 18** (1) If a council member resigns or is unwilling or unable to act, 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 bylaw 18.2 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, 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 *Strata Property Regulations*, B.C. Reg. 43/2000 (the “**Regulations**”), and the bylaws respecting the calling and holding of meetings.

Officers

- 19 (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) if the president is removed, or
 - (c) for the remainder of the president’s term if the president ceases to hold office.
- (4) The strata council may vote to remove an officer.
- (5) If an officer other than the president is removed, resigns, is unwilling or unable to act, the council members may elect a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 20 (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 in bylaw 21(1) 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.

Requisition of council hearing

- 21** (1) By application in writing, a resident may request a hearing at a council meeting stating the reasons for the request.
- (2) Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 22.1, the council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the council of the application.
- (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 date of the hearing

Quorum of council

- 22** (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

- 23** (1) The council may meet together for the conduct of business, adjourn and otherwise regulate the meetings as it thinks fit.
- (2) 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.
- (3) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (4) Owners and spouses of owners may attend council meetings as observers.
- (5) Despite bylaw 24(4), 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.

Voting at council meetings

- 24** (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) 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.

Council to inform owners of minutes

- 25** (1) The council must post or circulate, including without limitation via facsimile or another form of electronic communication capable of producing a hard copy, to owners the minutes of all council meetings within two weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

- 26** (1) Subject to bylaws 27(2), 27(3) and 27(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

- 27** (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.

Limitation on liability of council member

- 28** (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) Bylaw 29(1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- (3) All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

Division 4 — Enforcement of Bylaws and Rules

Fine

- 29** (1) Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant:
- (a) \$200 for each contravention of a bylaw, and
- (b) \$50 for each contravention of a rule.
- (2) The council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation, levy fines and the fines so levied will be immediately added to the strata fees for the strata lot and will be due and payable together with the strata fees for the strata lot in the next month following such contravention.

Continuing contravention

- 30** (1) Except where specifically stated to be otherwise in these bylaws, 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

Quorum of meeting

- 31** (1) If within 15 minutes from the time appointed for an annual or special general meeting, a quorum is not present, the meeting stands adjourned for a further 15 minutes on the same day and at the same place. If within a further 15 minutes from the time of the adjournment, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

This bylaw 32.1 is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

- (2) Notwithstanding bylaw 23.1, a quorum for an annual or special general meeting will constitute four eligible voters, present in person or by proxy, constitute a quorum.

Person to chair meeting

- 32** (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

- 33** (1) Tenants may not attend annual and special general meetings, unless they are eligible to vote.
- (2) Persons who are not eligible to vote may not participate in the discussion at the meeting.
- (3) Occupants who are not eligible to vote, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 34** (1) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- (2) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.
- (3) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the Act.

- (4) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (5) 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.
- (6) 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.
- (7) 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.
- (8) 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.
- (9) Despite anything in bylaws 34.1 to 34.8 (inclusive), an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Electronic attendance at meetings

- 35** (1) A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.
- (2) If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

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.

Division 6 — Voluntary Dispute Resolution

Voluntary dispute resolution

- 37** (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.

Small Claims Court Proceedings

Authorization to proceed

- 38** (1) The strata corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover from an owner or other persons, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

Marketing Activities by Owner Developer

Display lot

- 39** (1) Subject to bylaw 40.1, an owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

Marketing Activities by Owners and Occupants

Sale of a strata lot

- 40** (1) 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.

Insuring against major perils

- 41** (1) The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

Parking

- 42** (1) A resident must not permit any oversized, commercial or recreational vehicles including, but not exhaustively, boats, trailers and campers to enter or be parked or stored on common property, limited common property or land that is a common asset.
- (2) A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.
- (3) A resident storing a vehicle must provide proof of insurance to the strata corporation on the commencement date of the storage.

Moving in/out procedures

- 43** (1) An owner must conform and ensure that any tenants conform to the Move In and Move Out rules established by council from time to time.
- (2) A resident must provide notice to the strata corporation of all moving arrangements at least 48 hours before the moving date. All moves must take place between 9:00 a.m. and 6:00 p.m., Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays, Sundays and statutory holidays.
- (3) A resident must ensure that all common areas are left damage free and clean.
- (4) 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.
- (5) Each time there is a change in occupancy by an Owner or Tenant moving into a strata lot, the Owner must pay to the Strata Corporation a move-in fee of \$100.00.

- (6) Unscheduled moves into or out of a strata lot by an Owner or Tenant are subject to an automatic \$200.00 fine.
- (7) Each time an Owner or Tenant moves into or out of a strata lot, the Owner must pay a refundable security deposit of \$300.00 to cover for any damages caused during the move in or out. This deposit will be applied towards any damages or will be refunded within 30 days after the move if there are no damages. Any costs, fines or damages exceeding the \$300.00 deposit will be charged back to the strata lot.

Appearance of Strata Lots

Cleanliness

- 44**
- (1) A resident must not allow a strata lot to become unsanitary. Rubbish, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the strata lot, on limited common property, or on common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.
 - (2) A resident must ensure that ordinary household refuse, garbage, and other similar refuse is securely wrapped and placed in the containers provided for that purpose, that recyclable materials is disposed of in designated areas, and that material other than recyclable or ordinary household refuse and garbage is disposed of or removed appropriately.

Rentals

Residential rentals

- 45**
- (1) Strata lots must be rented for a minimum of 30 consecutive days.
 - (2) If a resident contravenes bylaw 45 (1), the owner of the strata lot will be subject to a fine of \$200.00. For clarity, bylaw 30 (1), will apply to a contravention of bylaw 46.1.
 - (3) Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
 - (4) Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K – Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.

Visitors and Children

Children and supervision

- 46**
- (1) Residents are responsible for the conduct of visitors including ensuring that noise is kept at a level, in the sole determination of a majority of the council, that will not disturb the rights of quiet enjoyment of others.
 - (2) Residents are responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a level, in the sole determination of a majority of the council, that will not disturb the quiet enjoyment of others.
 - (3) Residents are responsible for assuming liability for and for properly supervising activities of children including, but not exhaustively, bicycling, skateboarding and hockey.

Miscellaneous

- 47**
- (1) A resident or visitor must not smoke on common property.
 - (2) A resident or visitor must not use or store barbecues on common property.
 - (3) A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.
 - (4) A resident or visitor must not wear or use inline skates and skateboards **ANYWHERE** on the common property.
 - (5) A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle.
 - (6) Subject to bylaw 40.1, a resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind, including without limitation on the common property or in a strata lot, unless authorized by the council. This will include exterior painting and the addition of wood, ironwork, concrete or other materials on the common property or in a strata lot, unless authorized by the council.
 - (7) A resident may post notices on the designated bulletin board, subject to being removed by the council if deemed inappropriate or posted for in excess of one week.
 - (8) A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.
 - (9) A resident must ensure that alternate window coverings visible from the outside of the building match the colour of the existing blinds when viewed from the exterior of the building. These coverings must be a solid white material only. Patterned drapes, lace curtains, and venetian blinds are not allowed. All alterations of the

window coverings visible from the outside of the building must receive prior approval of the Strata Council in writing.

- (10) 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.
- (11) A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, the placing of items on the limited common property balconies or patio areas will be limited to free standing, self contained planter boxes or containers, summer furniture and accessories.
- (12) A resident who wishes to install Christmas or other December holiday lights must install them after December 1st of each year and must remove them before January 15th of the following year.

No Smoking

48 For the purposes of this Bylaw, the following definitions apply:

- (1) (a) **“smoke”** or **“smoking”** includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances;
- (2) A resident or visitor must not smoke in or on the following areas:
 - (a) any common property that is located within a building (including hallways, elevators, parking garages, service rooms, storage lockers, stairs and amenity rooms) or on a balcony, patio or deck that is designated as limited common property;
 - (b) any limited common property, including a balcony, patio or deck;
 - (c) anywhere on the exterior common property that is within seven and a half metres of a door, window or air intake.

Privacy

49 The AVRA adheres to the BC Personal Information Protection Act. PIPA sets out how BC organizations, including corporations (including Strata Corporations), sole-proprietorships, partnerships, and non-profit organizations, may collect, use and disclose personal information about individuals.

Under PIPA:

The Strata Corporation may collect, from time to time, certain personal information of Owners, Tenants, and occupants including but not limited to:

- (a) The name, home address, and home telephone and/or cell phone numbers of owners, tenants and occupants
- (b) E-mail addresses
- (c) Banking information, in the case of owners, for payment of strata fees
- (d) Video images and voice recordings obtained during the use and operation of the video surveillance system (VSS) installed or to be installed in the building by the Strata Corporation in the following locations, with signage noting the operation and monitoring 24 hours a day, 7 days a week:
 - (i) (i) Exterior entrance/exit locations for pedestrian and vehicle traffic
 - (ii) (ii) Interior entrance/exit locations in common areas
 - (iii) (iii) Common activity areas, i.e. gym facility
 - (iv) (iv) As needed in other interior/ exterior common property or limited common property areas to address security, physical safety illegal actions, or bylaw infractions
 - (v) (v) Information and data recorded and collected during the use and operation of the access control system (e.g., key fobs) installed in the building that monitors access to and from the common areas of the building 24 hours a day, 7 days a week
- (e) Personal information recorded and collected will not be disclosed to any person, other than: the Building Manager; the Strata Corporation's strata agent; elected members of the Strata Council during the course of exercising the powers and performing the duties of the Strata Corporation; the Strata Corporation's legal counsel; or law enforcement personnel, except:
 - (i) When required or authorized by law to do so
 - (ii) When disclosure is consented to in writing by an Owner, Tenant, or occupant
 - (iii) To up-date banking or financial records
 - (iv) When required to collect outstanding strata fees
 - (v) During the course of a criminal investigation involving vandalism to or theft of common property or common assets of the strata corporation, vandalism to or theft of personal belongings of Owners, Tenants, occupants, visitors and invitees, or the physical assault of an owner, tenant, occupant, visitor, or invitee

- (f) The Strata Corporation will take all reasonable precautions to ensure that personal information is kept safe from loss, unauthorized access, modification or disclosure.
- (g) This Bylaw authorizes the collection of personal information using the video surveillance system and access control system for the following purposes only:
 - (i) To monitor access to and from the common property areas of the building
 - (ii) To protect personal property of Owners, Tenants, occupants, visitors and invitees
 - (iii) To protect common property and common assets of the Strata Corporation
 - (iv) To protect the security and physical safety of Owners, Tenants, occupants, visitors and invitees to the building
- (h) Personal information collected from the use and operation of the video surveillance system and access control system is retained by way of electronic data storage for up to 7 days on the Strata Corporation's computer data storage system, at which time the personal information recorded is permanently deleted from the systems' computer hard drives. If an incident is reported within the 7-day period and a request is made to view the recording of a specific individual's personal information, relevant portions of the stored data can be copied to an exterior storage device for future review.
- (i) Requests for access to view a specific individual's personal information, other than access to view those portions of the video surveillance or access control system that contain personal information for the individual requesting access, must be made in writing and delivered to the Strata Corporation's strata agent. The strata agent will make the requested information available within 14 days from the date of the request and copies will be provided for a reasonable fee.
- (j) Request for access to view personal information recorded and collected using the video surveillance system and the access control system must be made in writing and may be emailed to the building manager. Provided that the personal information has not previously been recorded over, the Building Manager will make the requested stored data available for inspection within 24 hours from the date of the request.

50 A strata lot must not be used for short-term accommodation purposes, such as a bed-and-breakfast, lodging house, hotel, home exchange, time share or vacation rental. Without limiting the generality of the foregoing, a resident must not enter into a license for the use of all or part of a strata lot.



STRATA PLAN EPS 226 AVRA

RULES

AVRA STRATA PLAN EPS 226

APPROVED RULES (APPROVED SEPTEMBER 28, 2015)

Please remember that as a strata lot owner, each of you have a vested interest in properly maintaining the common areas.

To protect your investment, the philosophy of taking responsibility for the use, safety and condition of the common property is conveyed in the Rules that follow. Any consent, approval or permission given under these Rules must be given by the Strata Council, or the managing agent acting upon the instructions of the Strata Council, and must be in writing.

Any reference in the Rules to “Owners” applies to all residents.

SECURITY

1. **Garage Gates to Underground Parking:** To help prevent unauthorized entry to the building, all drivers must wait until the gate is closed behind their motor vehicle (e.g. vans, trucks, motorcycles or bicycle) before proceeding in or out of the underground parking area. The drivers in any subsequent cars must wait until the gate is starting to close before pressing the garage button on their key fob to re-open the gate. This indicates to the preceding driver that the following driver is a resident of the building.
2. **Doors:** Storing door wedges near to entrance doors is a security risk. Therefore, wedges are not to be stored near any common area doors. You may temporarily prop open a door with your own object when bringing in bags, shopping, boxes or other articles from your car. This object must be taken away with you.
3. **Entrance Doors:** When entering through any building entrance, do not allow another person into the building unless he/she is known to you as a resident.
4. **Restricted Common Areas:** No owner or visitor is permitted in any part of the restricted common areas of the building such as the roof, electrical rooms, mechanical rooms and locked rooms other than their own, except with the express permission of the Strata Council.
5. **Guests in Amenity Room:** For security reasons, all guests to the Amenity Room must be met at the entrance door. At no time is the entrance door to be propped open allowing unrestricted access to the room.
6. **Moves In/Out:** During a move into or out of the building, a resident must not leave an open front entrance door unattended. Vehicles used for moving purposes that are parked in front of the building must be removed from the front area as soon as the move has been completed.

7. **Solicitations:** Solicitation is not permitted anywhere in or about the building or common property for any cause, except as required by the Election Act (Canada) and similar provincial registration.

PARKING

1. A resident owner shall use the parking space(s) which are specifically assigned to the strata lot. Owners shall not park on the common property.
2. The underground parking area is for the sole use of permanent residents. Visitors shall adhere to the Visitor Parking rules listed below.
3. Parking spaces assigned to a strata lot cannot be rented or leased to non-residents.
4. No other motor vehicle, bicycles, trailer, boat, equipment or items of any kind shall be parked or placed on any common property without the prior written approval of the Strata Council.
5. Excessive speeds and dangerous driving are prohibited in all the parking areas.
6. No person(s) is/are allowed to camp overnight in any type of vehicle in common areas.
7. No vehicle shall be parked in the loading zone in front of the building for a period longer than the time reasonably required for the loading or unloading of the vehicle.
8. Any vehicle, trailer, boat or equipment parked in contravention of the foregoing will be removed at the owner's sole risk and expense.
9. A resident must not store an uninsured vehicle on the common, limited common property, or on land that is a common asset.
10. A resident storing a vehicle must provide proof of valid insurance to the strata corporation on the commencement date of the storage, and also be displayed on the vehicle.
11. Only one vehicle may park in a designated parking space. In addition to one vehicle, a motorcycle may also be parked in a designated parking space, so long as it does not allow the accompanying vehicle to protrude beyond the parking space boundaries.
12. A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds), or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical parts.

VISITOR PARKING

1. Visitor parking stalls are for the exclusive use of visitors of residents. No owners/residents may use the visitors parking area at any time. Violators will be fined.
2. Visitors parking in the visitor lot do so at their own risk and must abide by any and all regulations that apply to the parking stalls in general.

3. Resident owners are responsible for any damage caused to the common property by their visitors.
4. Vehicles in violation of these rules will be towed at the liability and expense of the vehicle owner.
5. No commercial vehicles are permitted to park in the visitors parking area overnight.
6. No vehicle shall be parked in a manner which reduces the width of your neighbour's parking space. Parking is not permitted in the turn around area of the Visitor Parking spaces.

MOTOR VEHICLES

1. No owner may permit a vehicle to drip excessive oil or gasoline on the common property or limited common property. An owner, whose vehicle is dripping excessive oil or gasoline, must immediately remove and repair the vehicle and the owner must pay the cost of clean up of the common property in addition to any fine. This rule also applies to visitors of residents parking in the Visitors Parking spaces.
2. No resident, nor visitor of a resident, shall drive a vehicle on any part of the common property except designated driveways.
3. No resident, nor visitor of a resident, shall park a vehicle on the common property or limited common property except in a designated parking area.
4. No resident, nor visitor of a resident, shall permit their vehicles to block a driveway or a parking area entry on the common property or to park in such a manner so as to reduce the width of an adjacent parking space or walkway.

ITEMS IN THE PARKING AREA

1. No basket carts, or shopping carts, from stores are permitted in the underground parking area, passageways, locker rooms or any other common property space. This is against the Fire Department Standards and could result in a fine levied against the Strata Corporation. Violators will be fined.

MOVES IN AND/OR OUT

1. Owners are required to contact the building caretaker to arrange for a move. The caretaker will arrange to lock off the elevator and hang the protective coverings in the elevator.
2. Owners are required to give the building caretaker a minimum of one week's notice of a move. If this does not occur and an owner gives less than one week's notice, or does not give notice, the owner is subject to a fine.
3. Owners are to pay due care and attention to the elevator, surrounding walls, carpets and doors when moving furniture.

4. Residents are directly responsible for moving personnel and/or friends/relatives who are assisting with their move. All must adhere to the Bylaws and Rules of the Strata Corporation. At no time should the front entrance doors be left unattended. Any violations may result in fines to the resident.
5. There is a required non-refundable \$100.00 user fee for all move-ins. Also prior to any move, a review of the hallway where the move is occurring will be inspected and documented. **October 14, 2014**

EXERCISE ROOM

The Exercise Room is for the exclusive use of residents and their invited guests. In the interests of safety and enjoyment, the following Rules must be adhered to at all times:

1. Use of the facilities is for the residents and their guests only.
2. The privacy and enjoyment of others using these facilities must be respected at all times.
3. Proper footwear and cover-ups shall be worn in the Exercise Room and, when going to and from the room.
4. No animals are permitted in these facilities.
5. Any and all accidents must be reported immediately to the Resident Caretaker or to the Managing Agent.
6. Any person(s) causing damage to the facilities must immediately report such damage(s) to the Resident Caretaker or Managing Agent.
7. Any person(s) noting a breach of these Rules, or abuse of the area, is to immediately report the incident to the Resident Caretaker or Managing Agent. Any breach of the above Rules may be subject to fine(s) being levied against their strata lot in accordance with the Strata Corporation's Bylaws and/or the removal of privileges regarding use of the facilities. Additional charges may be levied for the repair or replacement of equipment that shows evidence of willful damage.
8. No food or alcoholic beverages are permitted in the Exercise Room.
9. For security reasons, at no time is the entrance door to the Exercise Room to be propped open.
10. After using the equipment, it must be wiped down.
11. No person(s) under the age of sixteen (16) years may use the Exercise Room, unless accompanied by an adult.

Any person(s) using these facilities do so at their own risk and release and indemnify the Strata Corporation and the Managing Agent from any and all claims arising from the use of these facilities.

AMENITY ROOM

In compliance with the Rules adopted by the Strata Corporation, the following Rules and Procedures apply to the Amenity Room:

CONDITIONAL USE

1. Use of the Amenity Room is for OWNERS/RESIDENTS AND THEIR GUESTS ONLY.
2. Guests of residents using these facilities must AT ALL TIMES be accompanied by the residents.
3. A \$100.00 refundable deposit is required of residents for each booking of a PRIVATE FUNCTION and is due and payable at the time of booking. The deposit is to be submitted to the Resident Caretaker and will be refunded when the room, equipment and contents are left in a clean and undamaged condition.
4. In addition to the deposit, a non-refundable rental fee of fifty dollars (\$50.00) (payable by cheque made out to EPS 226) is to be submitted to the Caretaker. The rental fees will be held in trust by the Managing Agent until such times they are needed for repairs and/or maintenance of the Amenity Room or the Exercise Room.
5. All bookings of the Amenity Room must have prior approval and must be made with the Caretaker during regular business hours, i.e., 8:00 a.m. – 3:00 p.m. Monday to Friday.
6. **When the amenity room is booked for an event the exercise room is not available for use by other residents.**
7. Bookings made for the Strata Corporation and/or Council do not require a deposit or rental fee.
8. Bookings for Strata Corporation business will take priority over private bookings and are subject to a one week (7 days) booking rule. Emergency Council meetings can be held elsewhere if the Amenity Room has a prior booking.
9. Proper attire is required at all times. The “No Shirt, No Shoes, No Entry” Rule is adhered to at all times.
10. No pets or animals are permitted in the Amenity Room, under any circumstances.
11. No person(s) under the age of 16 years may use the Amenity Room unless accompanied by an adult at all times.
12. The amenity room hours are: Sunday through Thursday between the hours of 7:00 a.m. and 10:00 p.m. and Fridays and Saturdays from 7:00 a.m. to 1:00 a.m.
13. The completion and affixing of signatures at the bottom of two (2) copies of these Rules by both the applicant and Caretaker is required as an acknowledgment of understanding, and a compliance with, the Rules and Procedures specified herein. The applicant is to receive one (1) copy and the Resident Caretaker is to retain one (1) copy.

14. Non-residents are to be accompanied by an owner/resident at all times.

SECURITY

15. For security reasons, all guests must be met at the entrance door. AT NO TIME is any ENTRANCE DOOR to be propped open allowing unrestricted access to the building.
16. Alcohol is tolerated under the laws set out by the province of British Columbia.
17. Sound reproduction is allowed within reason. Owners/residents are reminded that there are adjoining homes to the common room and the owners/residents of those homes are entitled to quiet enjoyment.
18. Owners/Residents who are found to be responsible for the tripping of the alarm will be in violation of these common rules and are liable to deprivation of common room privileges and/or a fine.

EQUIPMENT USAGE/DAMAGE

19. Any and all Amenity Room equipment (including tables, chairs, etc.) **USED FOR PRIVATE FUNCTIONS** by individual residents are not to be removed from the Amenity Room and taken outdoors, nor is it to be borrowed for private purposes.
20. **The exterior barbeque is to be used only by those that have booked the amenity room for a special event. The Strata Corporation will not be providing cleaning and cooking utensils for the barbeque. Please bring your own.**
21. Persons either causing damage or noting damage to the Amenity Room facilities, furnishings and/or equipment therein shall immediately report such damage to the Resident Caretaker (who in turn is to report this to the Managing Agent) or directly to the Managing Agent.
22. Those using tape on the walls do so at their own risk. Should paint damage occur, those causing the damage must either repair it or be assessed accordingly for it to be repaired by the Strata Corporation. Repair inspection is at the discretion of the Strata Council.
23. Anyone found to deface, destroy or otherwise ruin any Strata property is liable for the damage(s) and/or loss of common room privileges and/or a fine.

CLEAN-UP

24. Following ALL events, whether for the entire Strata Corporation or for private functions held by individual residents, the Amenity Room is to be returned to the condition in which it was found and ready for the next users. Furniture and equipment are to be returned to their original positions. The barbeque, fridge, countertops, cupboards, sink and equipment used must be left in clean condition. All garbage is to be removed from the Amenity Room; and the carpet is to be vacuumed.

PROCEDURE REGARDING DAMAGE DEPOSIT REFUND

25. Both prior to, and after a booked event, the Resident Caretaker will inspect the Amenity Room in the presence of the booking applicant to determine the condition of the Room, equipment and contents.
26. After the end-of-event inspection, the decision as to whether to return the \$100.00 deposit refund, in whole or in part, or whether the levying of any additional assessment is necessary, will be at the discretion of the Resident Caretaker and/or the Strata Council. Damage and the ultimate repairs will be at the sole discretion of the Strata Council.
27. The procedure for refunding the \$100.00 deposit will be as follows:
 - Following a SATISFACTORY end-of-event inspection whereby it is determined that no damage has occurred and that the foregoing clean-up criteria has been met, the Resident Caretaker will immediately return the \$100.00 deposit in full.
 - Following an UNSATISFACTORY end-of-event inspection, the \$100.00 deposit will be retained until such time as is necessary and appropriate to ascertain the funds needed for required repairs, replacement or clean-up time. If liability value is deemed to be in excess of the \$100.00 deposit, the applicant will be assessed for any coverage of this deposit.

Persons breaching the above Rules are subject to being fined in accordance with the Strata Corporation Rules and/or the removal of privilege of use of the facility.

AMENITY ROOM RESERVATION FORM FOR EPS 226

Date Amenity Room is required _____, 20_____

From _____ O'clock to _____ O'clock

I, the undersigned, agree to comply with the foregoing rules and procedures.

Printed Name

Unit Number

Signature

Date Signed

Approved by:

Resident Caretaker

Date of booking and receipt of \$100.00

Rental Fee of \$50.00/day cheque payable to EPS 226 (if applicable): _____

Post event inspection satisfactory and full deposit returned:

Resident Caretaker

Date

\$100.00 Deposit returned and received by: Resident Signature

Date

Post inspection unsatisfactory. Deposit turned over to Strata Council or:

If not enough room for comments, please write on the back of this sheet.

RENTAL OF AMENITY ROOM AGREEMENT

Between The Owners, Strata Plan EPS 226 and

[Insert name of person(s) renting Amenity Room]

Strata Lot Number

Date and Time of Rental of Amenity Room

EXCLUSION OF LIABILITY – ASSUMPTION OF RISK

As a condition of my rental of the Amenity Room of The Owners, Strata Plan EPS 226 (the “**Strata Corporation**”):

- I assume all risk of personal injury or property loss resulting from any cause whatsoever related to the Amenity Room and any rental, use or occupation thereof, including, but not limited to, any negligence or breach of contract on the part of the Strata Corporation, its council members, employees, volunteers or property managers;
- I agree that the Strata Corporation, its council members, employees, volunteers or property managers will not be liable for any such personal injury or loss of or damage to property whether suffered by me, my family members, tenants or guests related to the Amenity Room and any rental, use or occupation thereof and I release and waive all claims with respect thereto;
- I also agree that I am responsible for my own safety and conduct, as well as that my family members, tenants and guests and that I will hold the Strata Corporation, its council members, employees, volunteers or property managers harmless from and indemnify them for any claims arising in connection with my rental of the Amenity Room and the use of the Amenity Room by me, my family members, tenants or guests;
- I accept and agree that I am responsible for:
 - obtaining and maintaining event liability insurance coverage in respect of my rental the Amenity Room; and
 - taking any and all measures necessary to comply with the requirements of such event liability insurance.

I acknowledge that I have read this agreement and, by signing it, will waive certain legal rights, including the right to sue.

Print Name

Signature

Date

RENTAL APPLICATION & RULES – GUEST SUITE

Name of Applicant _____ ☐ I am an owner ☐ I am a tenant

Applicant's Suite # _____ Building Address: 1455 GEORGE STREET, WHITE ROCK

Telephone #s Home: _____ Cell: _____ Work: _____

Date of Rental _____ From: _____ AM/PM To: _____ AM/PM

Purpose of Rental _____

No. of Guests _____ (Maximum 2 people)

Rental Fee \$25.00 per night (no charge until the next AGM for 2014)

Refundable Deposit \$ _____ (Refer to Rules below)

*Please make separate cheques payable to "EPS 226"

RULES

1. The guest suite is for the use of the residents and their guests only.
2. All guests are subject to the Bylaws and Rules of EPS 226 AVRA.
3. The maximum number of occupants to the guest suite is two (2) persons.
4. EPS 226 AVRA accepts no liability or responsibility for the actions of the owner's guests.
5. In fairness to all the residents, residents may book guest suites no more than three months in advance.
6. Check in time and key pick up is 2:00 p.m. and check out time is 11:00 a.m. Key to the guest suite will be given during check in time (2:00 p.m.), and must be returned during check out time (11:00 a.m.) at the guest suite location. A grace period of 30 minutes will be given of checking out of the guest suite. Any person checking out past 11:30 a.m. will be charged an extra day's rent.
7. The fee for the guest suite is \$25.00 per night and a \$100.00 refundable damage/cleaning deposit for the duration.

Following an end-of-stay inspection, the \$100.00 deposit will be retained until such time as it is necessary and appropriate to ascertain the funds needed for required repairs, replacement or clean up. If liability value is deemed to be in excess of the \$100.00 deposit, the applicant will be assessed for any overage of this deposit.

The deposit will be returned after the end-of-stay inspection and after all necessary charges are cleared.

8. Arrangement for the guest suite rental should be made with the Caretaker of AVRA or her/his delegate. A minimum 5 working days must be given prior to renting the suite. The guest suite rental will not exceed 7 consecutive days.
9. Users of the guest suite will provide their own linen for their use.
10. No pets or animals of any kind are allowed in the guest suite.
11. Smoking is not allowed in the guest suite.
12. Users of the guest suite will ensure that the suite is cleaned and vacuumed before checking out; otherwise a cleaning fee of \$100.00 will be deducted from the cleaning and damage deposit. Lights, fans, taps and thermostats, etc. are to be turned off. The suite is to be left in its original position and undamaged condition.
13. The existing condition of the guest suite will be verified by the renter, accompanied by the Caretaker or her/his delegate before checking in and checking out.

NOTIFY AS SOON AS POSSIBLE IN THE EVENT OF CANCELLATION

In using the Guest Suite, I agree to take responsibility for the use of the suite and agree to abide by the Guest Suite Rules.

Owner's Signature _____ Print Name _____

Date _____

\$100.00 Deposit Received: YES / NO From: _____
(Caretaker of Avra or his/her delegate)

Cheque # _____

Persons breaching the above Rules are subject to being fined in accordance with the Strata Corporation Rules and/or the removal of privilege of use of the facility.

Post event inspection satisfactory and full deposit returned:

\$100.00 Deposit Returned Caretaker Signature Date

Post inspection unsatisfactory. Deposit turned over to Strata Council or:

If not enough room for comments, please write on the back of this sheet.

PATIOS/DECKS

1. No items other than what is permitted by the Rules shall be kept on patios, balconies or common property, unless express permission by Council has been granted. If items are kept in violation of the Rules, and are not removed within 72 hours after formal notification, fines will be assessed as provided in Bylaw Fines.
2. Items which **ARE** acceptable and **MAY** be kept on a patio or balcony are:
 - gas or electric barbecues
 - patio style furniture including table sized umbrellas (no upholstered living room sofas, chairs, bookcases, etc.)
3. Samples of items which **ARE NOT** acceptable, and may **NOT** be kept on a patio or balcony are:
 - Fridges/freezers
 - Bicycles
 - Clothes lines/racks
 - Storage units or items (unless with written approval given by Council)
 - Sports equipment such as skis, exercise machines, dart boards, punching bags, weights, etc.
 - Lighting other than those installed as permanent fixture, i.e. no torches, Christmas lights before December 1st or after January 30th, no strings of patio lanterns
 - Free standing trellises
 - Anything that is considered gaudy or obtrusive by Council, e.g., no statues, pink flamingos or like decorations
 - Birdfeeders, or dog/cat houses. Animals are not to be housed on patios or balconies
 - Flooring (cedar, carpeting, etc.) may not be installed on deck surfaces in a manner that may penetrate/damage the deck membrane and create potential leakage problems
 - Cleaning supplies such as mops, garbage cans/bags
 - Storage of empty boxes, cans, bottles, tires or general refuse.
 - Satellite dishes

4. ***Planters on Patios:*** Residents are permitted to have planters and flower boxes on their patios with the following instructions:
 - (a) Small shrubs and flowers are permitted; no vegetable gardens are allowed.
 - (b) No plantings shall be made that attach themselves to the building areas, such as ivy.
 - (c) The planters and flower boxes must be on the patio, not the common area around them. Any planters/flower boxes must be in appropriate containers on balconies.
 - (d) Residents are responsible for keeping these planters and flower boxes neat and tidy in appearance at all times year-round, and must have trays below them to catch water run-off.
 - (e) Planters and flower boxes must be of a neutral color.
5. ***Cleaning of Patios/Balconies***
 - (a) Cleaning of the patio or balcony decks should be done in the same manner as would be used to clean any floor surface inside the strata unit, i.e., no water is permitted to be poured or emptied into the drain on the balcony decks. These drains are designed to prevent flooding during heavy rainfall or emergencies only.
 - (b) Any water, soap, or other debris allowed to go through the balcony drains may result in the defacement of the exterior of the building and/or other common areas including the decks immediately below your unit.
 - (c) Any defacement of the exterior of the building and/or other common areas attributable to improper draining of liquid material from balcony drains will result in fines assessed to the violator in accordance with the Bylaws. In addition, the violator may be assessed additional charges for any work or material needed to clean the common area affected.
6. ***Exterior Appearance***
 - (a) No resident shall change the current window treatments that are visible from the exterior of the building.
 - (b) The Strata Property Act requires that all exterior alterations must receive prior approval of the Strata Council in writing. This includes attaching anything to the building or common areas.
7. ***General***
 - (a) No owner shall use any part of the common property for storage. No owner shall keep floor mats, furniture, shoes, strollers, plants, etc., outside their door in the hallways.

- (b) Bicycles locked or unlocked will not be kept in any common areas, hallways or lobby area except in areas specifically designated. Bicycles taken through any common areas must be clean and dry.
- (c) The sidewalks, walkways, passages and driveways of the common property shall not be obstructed or used for any purpose other than entering or exiting from the building, the strata lots and parking areas within the common property. No access doors or common area doors are to be propped open or left in an unlocked position at any time.
- (d) No owners of a strata lot, or their guests, shall do anything on common property likely to damage the plants, bushes, flowers or lawns; and shall not place objects on the lawns so as to damage them or prevent their reasonable growth.
- (e) Realtors are not allowed to have lock boxes attached to the common area.

PETS

1. All pets must be leashed to a maximum of six (6) feet when on the common property. All animals must not be tethered unattended.
2. All roaming or unattended pets will be handed over to the City.
3. No pet shall be permitted to urinate or defecate or otherwise foul the common property.
4. In the event that an owner's pet so fouls the common property, the owner shall immediately and completely remove the offending waste from the common property and dispose of it in a waste container or by some other sanitary means. In addition, any soiling, or marks or discoloration of Common Property caused by a pet fouling an area, is to be cleaned and put back to its former condition.
5. Owners must take responsibility for the repair of any damage caused by their pet(s) to the common property. Failing prompt repair action by the owner, the Strata Council will affect such repairs by contracted services and invoice the pet owner.
6. Owners must not feed nuisance birds such as pigeons, seagulls, crows and starlings, nor feed squirrels, rodents or other animals on the common property.
7. Owners must ensure that their pet(s) are kept quiet, under reasonable control, clean, and not a nuisance to other residents.

GARBAGE/RECYCLING

1. No refuse, garbage or empty beverage containers may be kept or stored in corridors or common areas or on strata lot patios or balconies.
2. No area of common property or any limited common property shall be used for the personal erection, placing or maintenance of incinerators, or garbage disposal equipment, recreation or athletic equipment, fencing or gardens.

3. Recycle bins should be properly used whenever possible. All residents should take the time to familiarize themselves with the materials acceptable for recycling in each designated bin, i.e., cardboard, mixed paper, newsprint, mixed containers and organics. If there is any uncertainty about how to use the recycle bins, please ask the Caretaker for instructions.
4. Ordinary household refuse and garbage shall be removed from each strata lot and deposited in containers provided by the Strata Corporation for that purpose. Bins are also available for recyclable materials. All garbage shall be plastic bagged and tied before depositing. Any materials other than household refuse and garbage shall be removed from the strata plan by, or at the expense of, the individual owner/resident.

BICYCLE STORAGE

(ADDED 2015-02-16-TO BE RATIFIED)

1. Bicycles must be wall mounted at the back of the parking stall assigned to the residences unit, and positioned in such a way that they do not impeded a means of egress or block a fire exit.
2. Bicycle mounts must be non-flammable.
3. Bicycles cannot be suspended from the sprinkler system, and must maintain 18" of clearance from any and all sprinkler heads.
4. Bicycles must be mounted at a height that does not allow them to come in contact with the floor.
5. No bicycle accessories, or items of any kind, are allowed to be stored on the parking garage floor.
6. Bicycle security is the owner's responsibility, and bikes are stored entirely at the owner's own risk.
7. Bicycles must be brought into the building via the underground parking gate and not via the front entrance. No bicycles are permitted in the lobby area. Bicycles brought in to common areas must be clean and dry.

AVRA - STRATA PLAN BCS 226
KEY AND REMOTE DISTRIBUTION

ID required:	D/L _____
	Picture ID _____
	Receptionist _____

UNIT NO: _____

REQUESTED BY: OWNER ☐ TENANT ☐ RENTAL AGENT ☐

NAME: _____

VIA: _____

PICK/UP BY: _____

RELATIONSHIP TO OWNER: _____

SIGNATURE: _____ DATE: _____

COMMON AREA KEY _____ \$0.00

FOB REMOTE # _____ \$75.00

GARAGE REMOTE # _____ \$0.00

VEHICLE MAKE: _____

LICENCE # _____

DATE ISSUED: _____ BY: _____

COST: \$ _____ PAID BY: _____

**Fobs are available for pick up;
In the lobby
Monday- Friday 8:30 – 4:30
Picture ID is required
Payment accepted cash or cheque only.**