

EPS2205

Royce

BYLAWS

Amalgamated:
Schedule of Standard Bylaws;
Developers Bylaws - CA4304950 Filed 2015.04.27
Amended: Registration CA5673925 Filed 2016.11.26
Amended: Registration CA6349782 Filed 2017.10.04

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

Payment of strata fees

- 1 (1) Strata fees are due and payable on or before the first day of each month. Strata fees not received by the first day of the month in which they are due are subject to a penalty of \$50 for each week the strata fees remain outstanding. [CA5673925]
- (2) When arrears of strata fees exceed two monthly payments, the council will initiate collection procedures, which may eventually lead to a lien being placed by the Strata Corporation on the Strata Lot involved at the owner's expense for the total monies due, including all legal and other expenses. [CA5673925]
- (3) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy. [CA6349782]
- (4) Failure to pay a special levy on the due date will result in a penalty of \$50.00 and \$50.00 for each week the special levy remains outstanding. [CA6349782]
- (5) When NSF charges are charged to the Strata Corporation as a result of a payment made to the Strata Corporation with insufficient funds, the Strata Corporation will charge back the NSF amount to the strata lot and the amount will become due and payable. In addition, a \$50.00 penalty may be charged. [CA6349782]

Repair and maintenance of property by owner

- 2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (3) An Owner must keep clear from snow, ice or slush any common property designated as limited common property for the exclusive use of his strata lot. [CA4304950]

Use of property

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
 - (f) is in contravention of any rule, order or bylaw of the City of White Rock applicable to the Strata Lot or that will result in any unusual or objectionable odor to emanate from the Strata Lot, or that is inconsistent with the intent of these Bylaws. [CA4304950]
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

- (3) 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) two dogs or two cats; or [CA5673925]
 - (e) one dog and one cat [CA4304950]
- (5) An owner, tenant, occupant or visitor must not feed birds, rodents or other wild animals from any strata lot or the common property. [CA6349782]
 - (i) Food, particularly pet food, or feed for birds or rodents of any type is not to be left on common property or limited common property (balconies). [CA5673925]
 - (ii) No bird feeders of any kind are permitted. [CA6349782]
- (6) Visitors shall be informed of the rules concerning pets and an owner, tenant or occupant will be responsible for clean-up or damage repair should his guest bring pets into the common property. [CA4304950]
- (7) The owners of pets shall be fully responsible for their behavior within the strata lots and the common property. If a pet is deemed to be a nuisance by the strata corporation, it shall be removed from the Strata Lot within 30 days. Visitors shall be informed of the rules concerning pets and residents will be responsible for clean-up or damage repair should their guests bring pets into the common property. [CA4304950]
- (8) An owner, tenant, occupant, or visitor must not harbor exotic pets, including snakes, reptiles, spiders, large members of the cat family, or “aggressive dogs” as defined by the City of White Rock’s Animal Control and Licensing Bylaw, 2012, No. 1959, in any strata lot or on any portion of the common property. [CA6349782]
- (9) An owner, tenant or occupant must not permit any strata lot to be used or occupied as short-term accommodation by anyone who, directly or indirectly, pays or gives the owner, tenant or occupant any fee, compensation or other remuneration. Without restarting the generality of the foregoing, an owner, tenant or occupant must not:
 - (i) enter into a license for the use of all or part of the strata lot;
 - (ii) permit any strata lot to be used or occupied as a hotel, bed and breakfast, lodging house, home stay, home exchange, time share, or vacation or travel accommodation (such as Airbnb or Vacation Rental By Owner) for any period of time; or
 - (iii) directly or indirectly advertise, market, promote, or license for use any strata lot as a hotel, bed and breakfast, lodging house, home stay, home exchange, time share, or vacation or travel accommodation (such as Airbnb or Vacation Rental By Owner) for any period of time. [CA6349782]
- (10) The Strata Corporation may charge user fees for parking stalls, storage lockers, bike storage and golf storage. [CA6349782]

Inform strata corporation

- 4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

Obtain approval before altering a strata lot

- 5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights, on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
 - (h) the painting of the exterior, or the attachment of sunscreens or greenhouses. [CA4304950]
- (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.
- (i) The strata corporation may attach conditions to requests for approval to alter a strata lot including a requirement to provide drawings and to complete the work under permit. [CA5673925]
- (3) Repealed. [CA6349782]

Obtain approval before altering common property

- 6 (1) An owner must obtain the written approval of the strata corporation before making any alteration to common property or to Limited Common Property or to common assets, including but not limited to the attachment, erection, or extension of sun or wind screens (permanent or temporary), antennas, satellite dishes, canopies, awnings, trellises, air conditioners, or similar items or structures or to the painting or staining of the exterior of the building or any part thereof or of any of the aforementioned attachments, erections, or extension or to the replacement of canopies. [CA4304950]
- (2) The strata corporation will require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration. [CA5673925]

Permit entry to strata lot

- 7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) Where the strata corporation is required to enter a Strata Lot for the purpose of maintaining, repairing, or renewing pipes, wires, cables and ducts for the time being existing in the Strata Lot, which are capable of being used in connection with the

enjoyment of any other Strata Lot or the common property, the strata corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner. The strata corporation shall make good any damage to the Strata Lot occasioned by such works and restore the Strata Lot to its former condition, leaving the Strata Lot clean and free from debris. [CA4304950]

- (4) An owner who alters common property or limited common property without strictly adhering 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, the expense of the owners who altered the common property or limited common property. The cost of such alteration will be charged back to the strata lot and will become due and payable immediately. [CA6349782]
- (5) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot for the purpose of Fire Alarm Testing. If entry to the suite/unit has been denied due to an absence or for any reason, a fee may be charged to the strata lot to compensate for additional testing fees charged to the strata corporation. [CA6349782]

Division 2 -- Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

- 8 The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows or 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 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.

Division 3 -- Council

Council size

- 9 (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- (2) Repealed. [CA6349782]
- (3) One of an owner, the spouse of an owner or the common law partner of the owner who resides permanently in the same strata lot may stand for council. The definition of Spouse and common law partner shall be the same as the Income Tax Act. [CA5673925]

Council members' terms

- 10 (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.

Removing council member

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

Replacing council member

- 12 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on 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.

Officers

- 13 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary, a treasurer and a privacy officer. [CA6349782]
- (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) The privacy officer is responsible to ensure that the strata corporation complies with the *Personal Information Protection Act*.

- (5) Council may appoint advisory committees to facilitate the efficient operation of the strata corporation, Council may appoint Council members and non-council members to the committees and each committee will be chaired by a Council member. [CA5673925]
- (6) 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. [CA6349782]
- (7) The President is an ex-officio member of all committees. [CA5673925]

Calling council meetings

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

Requisition of council hearing

- 15 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month 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.

Quorum of council

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

Council meetings

- 17 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the Act;
- (b) rental restriction bylaw exemption hearings under section 144 of the Act;
- (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

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

Council to inform owners of minutes

- 19 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

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

Spending restrictions

- 21 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

- 22 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 -- Enforcement of Bylaws and Rules

Maximum fine

- 23** (1) The strata corporation may fine an owner or tenant a maximum of:
- (a) \$200 for each contravention of a bylaw; and [CA4304950]
 - (b) \$50 for each contravention of a rule. [CA4304950]
- (2) The strata corporation may impose such fines for a continuing contravention of a bylaw or rule every 7 days. [CA4304950]

Continuing contravention

- 24** 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

Person to chair meeting

- 25** (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

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

Voting

- 27** (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of business

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

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.
- (o) The order of business may be changed and/or items deleted by the council to facilitate an efficient meeting. [CA5673925]

Division 6 -- Voluntary Dispute Resolution

Voluntary dispute resolution

- 29 (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Other [CA6349782]

Display lot

- 30 (1) Owners listing their home may request the Property Agent post a generic sign that indicates homes are for sale and referring interested parties to their realtor. [CA6349782]
- (2) Realtors are not permitted to post signs on the property. [CA6349782]
- (3) Owners may hold an “open house” but the owner or the owner’s realtor must accompany each potential purchaser at all times the potential purchaser is in the building. [CA6349782]
- (a) Repealed.
- (b) Repealed.

Strata Fees (s. 107) Strata Property Act

- 31 (1) Repealed. [CA6349782]
- (2) Repealed. [CA6349782]

Disturbance of Others

- 32 (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. [CA4304950]
- (2) No barbecues other than those fueled by natural gas or electricity may be used. No owner shall operate a barbecue in a manner which, in the opinion of the Strata Council, interferes with another owner’s enjoyment of his/her Strata Lot. All barbecues must be kept at a minimum distance of 24 inches away from the building exterior walls. Strata Lot owners or residents are responsible for heat damage to the building envelope. Owners with a barbecue must also have a working fire extinguisher in close proximity to the barbecue. [CA6349782]
- (3) Carpentry or similar alterations shall be limited to the hours prescribed by the City of White Rock. [CA4304950]
- (4) Noise emanating from any Strata Lot or Common Property will not exceed the limits set out in the Consolidated Bylaw – White Rock Noise Control Bylaw, 2013, No. 2018. [CA5673925]
- (5) Do not allow water on deck to overflow to the unit(s) below. [CA6349782]

Hazards

- 33 (1) Fire hazards must be minimized. No item shall be brought onto or stored in a Strata Lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy. [CA4304950]
- (2) No material substances, especially burning material such as cigarettes or matches, shall be permitted to be discharged from any window, door, patio or other part of a Strata Lot or the common property. [CA4304950]
- (3) Fuels or potential accelerants, including propane, may not be transported or stored on or in a strata lot, limited common property, or common property. Small quantities of paint, for touch up purposes, may be stored in a locker. [CA5673925]

Cleanliness

- 34 (1) All household refuse and recycling material shall be secured in suitable plastic bags or recycling containers. The owners will comply with the City's recycling program as it is implemented. *[CA4304950]*
- (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. *[CA4304950]*
- (3) Owner, occupants, or tenants are required to segregate their refuse and place it in the proper containers provided by the strata corporation. *[CA5673925]*
- (4) Many items are not to be placed in the containers provided by the strata corporation

Such items include

- Christmas trees live or artificial
- Debris from renovations
- Electronic equipment
- Appliances large or small
- Furniture
- Sports equipment

Owners, occupants or tenants must arrange for the disposal of these items. *[CA5673925]*

Exterior Appearances:

- 35 (1) No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or the Strata Lot without prior written approval of the strata corporation. *[CA4304950]*
- (2) No awning, shade screen, smoke stack, satellite dish, radio or television antenna shall be hung from or attached to the exterior of the Strata Lot, without prior written consent of the strata corporation. *[CA4304950]*
- (3) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, decks, patios, or other parts of the Strata Lot so that they are visible from the outside. *[CA4304950]*
- (4) Decks and patios are not to be used for storage. Garden furniture and plant containers are permitted. *[CA4304950]*
- (5) Draperies or window coverings that are visible from the exterior of any Strata Lot shall be cream or white in colour. *[CA4304950]*
- (6) No enclosures of Limited Common Property including, without limitation, any balcony or patio or other structural alterations either to the interior or the exterior of the building or any strata lot shall be made, nor the wiring, plumbing, piping, or other services altered or supplemented on the strata lot or within any walls or on the common property without previous written approval by the strata corporation. *[CA4304950]*
- (7) Christmas Lights may be displayed on balconies from December 1 through January 15. *[CA5673925]*

Common Areas

- 36 (1) The Strata Council shall administer all common areas and any rules and regulations formulated by the Strata Council from time to time shall be binding upon all owners, residents and visitors. *[CA4304950]*

- (2) All common area traffic ways (including, but not limited to: hallways, stairwells and storage locker areas) must remain clear at all times (e.g. no door mats, shoes, umbrellas, trash, statues, etc.). Storage of any item is not permitted and is subject to removal without notice. [CA6349782]
- (3) Attachments or adornments to suite entrance doors are only allowed with written approval of the Strata Council according to the list as defined by the Rules. [CA6349782]

Parking

- 37 (1) A resident shall use only the parking stalls assigned to the owners to the respective Strata Lot, save and except for private arrangements with other owners for the use of their parking stalls. Parking stalls shall not be leased or rented to a person not resident within the strata corporation. [CA4304950]
- (2) No major repairs or adjustments shall be made to motor vehicles on the common property including oil changes, and the draining of fluids. [CA5673925] [CA4304950]
 - (3) Owners will be responsible for the clean up of oil spills on common property. [CA4304950]
 - (4) No vehicles exceeding 4,000 kg. G.V.W. shall be parked or brought onto the common property without the consent of the Strata Council, except when used in delivery to or removal from the premises. The storage of any RV, boat, trailer, or unlicensed vehicle shall be completely enclosed within a parking stall appurtenant to a Strata Lot. [CA4304950]
 - (5) Any vehicles, which does not comply with this bylaw, may be removed at the owner's expense. [CA4304950]
 - (6) The owners of unlicensed vehicles parked in the garage must provide the Strata Manager with evidence the owner has adequate storage and liability insurance. [CA5673925]
 - (7) Owners and tenants are not permitted to park in the designated visitor parking stalls at anytime. [CA6349782]
 - (8) The electrical outlets in the parkade are for short-term use by owners and tenants. They are not to be used for long-term requirements without the written approval of the Strata Council. A service fee may be charged. [CA6349782]

Damage to Property

- 38 (1) An owner or resident shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on lawns or grounds so as to damage them or prevent growth. [CA4304950]

Rentals

- 39 (1) An owner may rent a Strata Lot to a tenant provided: [CA4304950]
- (a) the term of such rental is not less than 1 month in duration; [CA4304950]
 - (b) the owner gives the tenant a set of current bylaws and rules before the tenant takes occupancy of the Strata Lot; and [CA4304950]
 - (c) the owner delivers a Notice of Tenant's Responsibilities in the prescribed form (Form K) signed by the owner and the tenant to the strata corporation before the tenant takes occupancy of the Strata Lot. [CA4304950]
 - (d) It is the owner's responsibility to ensure all correspondence relating to maintenance and safety within the building is provided to the renter. This would include the need to move items in the common parking or storage areas and to also allow access to the strata lot for fire inspection and limited common property maintenance or improvements. [CA6349782]

- (2) If an owner fails to comply with this bylaw, the strata corporation may impose a fine of \$500 for each contravention of this bylaw. If the contravention continues the strata corporation may impose a \$500 fine every 7 days. [CA4304950]

Move In/Out

- 40 (1) An owner must conform and ensure that any tenants conform to the Move-in/out rules established by council from time to time. [CA4304950]
- (2) An owner must provide notice of moving arrangements to the strata corporation at least 48 hours prior to the moving time. [CA4304950]
- (3) All moves must take place between the hours of 9:00 a.m. and 5:00 p.m., Monday to Friday, and 10:00 a.m. and 5:00p.m., Saturdays, Sundays and statutory holidays. [CA4304950]
- (4) An owner or tenant using the elevator during a move must book the elevator, procure and use the elevator service key to control the device. Protective pads must be installed. Doors of the elevator must not be held or jammed open in any manner. [CA4304950]
- (5) An owner or tenant must ensure that building doors are not left open, ajar or unattended and that moving articles are not left piled in common areas. [CA4304950]
- (6) A fee of \$100 must be paid to the strata corporation 48 hours prior to each move in or move out. Owners of suites are responsible to pay move in/out fees on behalf of their tenants. [CA4304950]
- (7) In addition, a damage security deposit of \$250 must be paid to the strata corporation prior to moving in or moving out. Owners of suites are responsible to provide security deposits on behalf of their tenants. [CA4304950]
- (8) A member of the Strata Council or person authorized by Council and the moving party will inspect the area through which the move will take place before and after the move, to ensure that all common areas are left clean and damage free. [CA6349782]

No Smoking

- 41 (1) For the purposes of this bylaw, the following definitions apply:
- 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;
- b) “**vape**” or “**vaping**” includes inhaling, exhaling, vaporizing or carrying or using an activated e-cigarette.
- (2) A resident or visitor must not smoke or vape anywhere on or within Strata Plan EPS2205, including in a strata lot. [CA4304950]

Seasonal Decorations/Fire Hazards

- 42 (1) Live Christmas trees are prohibited. Only artificial Christmas Trees are allowed in the building.

EPS2205

Royce

RULES

EPS2205
Royce
General Rules

- 1) Key and Fob Programming Rule: There will be a \$50.00 charge for each key or fob programming requested by an owner. (Passed: Feb 23, 2016. Ratified: June 2, 2016)

EPS2205

Royce

Lounge Rules

Use of Royce Lounge

The Royce Lounge is available for "Owners only" to meet and socialize with other owners between the hours of 7am and 11pm, except when the Royce Lounge is booked for a Private Function. (If longer hours are required Council can approve, for example, a New Year's Eve party.)

Tenants

Tenants may use the Royce Lounge provided they sign an Assumption of Liability and the unit Owner provides an Assumption of Liability Agreement covering the activities of the Tenant.

Royce Lounge - Rules of Use

1. All activities are to be undertaken within the Royce Lounge.
2. The maximum number of persons (including children, catering staff and bartenders) is 50.
3. Guests are to quietly enter and exit the premises.
4. Guests will not congregate in hallways.
5. There will be **No Smoking** in the Royce Lounge, or other common property of the Royce.
6. The Royce Lounge may be decorated for an event but no holes are to be made in the walls.
7. Decorations attached to walls using Masking or Frog Tape that does not damage paint.
8. Noise levels are to be kept at acceptable levels.
9. Live music is not permitted.
10. Owners are responsible to control the behavior of their guests.
11. Foul language or other offensive behavior will not be tolerated.
12. It is the Owners responsibility to obtain any permits that may be required from the Liquor.
13. Licensing Branch.
14. Lock all doors after the function.
15. Pets are not permitted in the Royce Lounge.
16. All meetings must be booked through the Property Manager.

If a Royce Lounge Rule is violated and the behavior continues after the owner has been warned the owner will not be allowed to book the Royce Lounge Room for a minimum of 2 months and a maximum of 36 months as determined by the Council.

(Ratified: September 19, 2017)

EPS2205
Royce
Lounge Private Function Booking Rules

The Royce Lounge may be booked for private functions hosted by “Owners only” for events of up to 50 persons (including children, catering staff, and bartenders).

Each request is to be directed to the Strata Manager at least fourteen (14) days in advance, stating the date, the time required and the number of guests expected to attend. The Strata Manager will respond.

Seven days in advance the Owner will provide:

1. A signed acknowledgement of the rules.
2. A signed Assumption of Liability Agreement accepting responsibility for any and all damage to common property.
3. A cheque for room rental of \$100.00 payable to “The Owners Strata Plan EPS2205” is to be provided to the Management Company.
4. The day prior to the event a Strata Council appointee will inspect the Royce Lounge and note any damage and the cleanliness of the Lounge. A copy of the report will be left on the Lounge Counter. The day after the event the Strata Council appointee will confirm the Lounge is in the same condition as on the initial inspection. Any changes will be reported to the Strata Manager, and any damage or cleaning required will be charged to the owner.
5. Bookings will only be accepted sixty (60) days in advance of the function date on a first come first served basis. Royce Social Lounge events receive priority booking.

EPS2205
Royce
Lounge Agreement Form for Owners

ASSUMPTION OF LIABILITY/INDEMNITY AGREEMENT

I/We, _____, the owner(s) of unit _____,
(please print)

intend to rent the Royce Lounge room for a private function to occur on: _____
(Date of Event)

Between the hours of _____ and _____.
(Time Start) (Time Finish)

WHEREAS the owner(s) of the above-noted strata lot has requested from the Strata Corporation of the above-noted strata plan, permission to use the Royce Lounge room for a private function;

AND WHEREAS the duly elected Strata Council have agreed to grant permission to the Owner(s) for the exclusive use of the common property during the time indicated above;

NOW THEREFORE in consideration of the premises and the granting of permission as aforesaid as Owners of the above-noted Strata Lot, I/We covenant and agree with the Strata Corporation as follows:

1. To comply with the Rules as set out in the Rules of Use documentation provided;
2. To comply with the Strata Corporations Bylaws and Rules as passed and enacted under the Strata Property Act of British Columbia
3. To indemnify and save harmless forthwith upon demand, the Strata Corporation and other owners of property within the Strata Corporation from any and all cost, damage, loss or liability which may occur to such parties by reason of the use of this room, activities of the guests.
4. To assume responsibility of any damages caused by any attendees of the event.

Owner Signature

Print Name

Date: (dd\mm\yyyy)

Please note that: If the owner is a company or other entity, or the signatory is not the same as the owner, then a legal document authorizing such a signature must be attached hereto

EPS2205
Royce
Lounge Agreement Form for Tenants

TENANT ASSUMPTION OF LIABILITY/INDEMNITY AGREEMENT

I/We, _____, the owner(s) of strata unit _____,
(please print) (as shown on strata plan)

wish to request permission for the following tenants to be able to use the Royce Lounge Room:

WHEREAS the owner(s) of the above-noted strata lot has requested from the Strata Corporation of the above-noted strata plan, permission for the Tenant to be granted use the Royce Lounge room;

AND WHEREAS the duly elected Strata Council have agreed to grant permission to the Tenant for the use of the Royce Lounge room;

NOW THEREFORE in consideration of the premises and the granting of permission as aforesaid as Owners of the above-noted Strata Lot, I/We covenant and agree with the Strata Corporation as follows:

1. To comply with the Rules as set out in the Rules of Use documentation provided;
2. To comply with the Strata Corporations Bylaws and Rules as passed and enacted under the Strata Property Act of British Columbia
3. To indemnify and save harmless forthwith upon demand, the Strata Corporation and other owners of property within the Strata Corporation from any and all cost, damage, loss or liability which may occur to such parties by the activities of the above mentioned tenants.
4. To assume responsibility for any damages to the Royce Lounge room caused by the above mentioned tenants.

Owner Signature

Print Name

Date: (dd\mm\yyyy)

Tenant Signature

Print Name

Date: (dd\mm\yyyy)

EPS2205
Royce
Parking Area Rules

Please note that: If the owner is a company or other entity, or the signatory is not the same as the owner, then a legal document authorizing such a signature must be attached hereto.

1. All residents and visitors must wait for the parkade gates to close completely when exiting/entering the parking areas. Residents should not follow other vehicles through the parkade gate(s) (e.g. tailgating); only one vehicle should enter/exit the gate at a time for security reasons.
2. Only vehicles with current registration and insurance in force shall be allowed in the parking areas, unless a copy of a valid "unlicensed vehicle policy" with a minimum of one hundred thousand dollars (\$100,000.00) "basic third party legal liability" coverage is prominently displayed in the vehicle. A copy of the policy must be provided to the Strata Manager.
3. Owners/tenants or occupants are responsible for the cost of repairing damage to their assigned parking stall as a result of leakage of gas, oil or other negligent act. The concrete floor of each assigned parking stall must remain uncovered by any cardboard or other protective material.
4. Repairs or oil changes to vehicles or other mechanical equipment is strictly prohibited anywhere on common property.
5. An owner, tenant, occupant or visitor operating a vehicle in the parking areas must not exceed 10 km/hr.
6. Parking spaces are for motorized vehicles only. Storage of any other item is not permitted. Items stored are subject to removal without notice.
7. Owners and Tenants are not permitted to park in the designated visitor parking stalls; these are for visitors only. Each Strata Lot will be issued two visitor-parking passes for short-term parking in the visitor parking area. Visitors must display this pass on their dash at all times while parked in visitor parking.
8. Visitor parking stalls may not be reserved, and are available on a first come first served basis.
9. Guests using visitor parking stalls must be visiting a resident's suite. Visitor parking passes must be displayed in vehicle.
10. The replacement cost of a Visitor Parking Pass is \$40.00, payable to EPS2205 via the Strata Management Company.
11. The strata corporation may have a vehicle in violation of any of the laws or rules towed and impounded at the vehicle owner's risk and expense.

EPS2205
Royce
Fitness Room Rules

1. Use at own risk. Neither the strata corporation nor the strata council accept any liability for any harm or loss suffered in connection with the use of the Fitness Room and the equipment in the Fitness Room.
2. The Fitness Room is for the use of residents (Owners and Renters) and their guests only. Residents are responsible for their guests and must accompany their guests at all times. Renters must have their landlord provide an Assumption of Liability and Responsibility Agreement before using the Room.
3. Appropriate footwear is required at all times.
4. Please wipe down equipment after use.
5. Children under the age of 16 must be accompanied by an adult and children under 12 are not permitted to be in the Fitness Room.
6. Pets are not permitted in the Fitness Room.
7. Return all weight plates, mats and dumbbells to their proper location.
8. Please respect a 20 minutes maximum on cardio equipment if others are waiting.
9. Please ensure the door is locked when leaving the Fitness Room and the lights and machines are turned off.
10. The Fitness Room is open 24 hours a day 7 days a week.
11. The Fitness Room is not to be used for storage of individual's mats, balls or water bottles.
12. No alcohol. No glassware or other breakable items.

EPS2205

Royce

Rules for Attachments or Adornments to Suite Entrance Doors

1. The hardware on the doors must not be changed or additional hardware installed without the approval of the strata council. One deadbolt lock of the type approved by council may be installed on the suite's door, providing the owner has obtained written approval before making an alteration. Only Taymor deadbolts of the type 30-D01SC402PC are approved for use.
2. One doorbell may be installed on the suite's doorframe, providing the owner has obtained written approval of the strata council before making an alteration. The owner must obtain the same doorbell that has been approved by Council. Only Heath Zenith Doorbells, models SL-7751-02, SL-7366-02 and SL-6150-C, are approved for use.
3. Season-Appropriate wreaths may be hung on suite entrance doors using a suitable hanger **with removable, peel off or non-marking hooks, to be removed when not in use**. Nails and screws must not be used.
4. Door knockers are not allowed.
5. No signs, placards, stickers, advertising or notices of any kind shall be displayed on suite entrance doors and door frames without the written approval of the strata corporation.

EPS2205
Royce
Large Item Delivery Rules

Current residents bringing in or having large items delivered, must also reserve the elevator with the Strata Manager so that the elevator can be locked off and padding installed to prevent damage to the elevator. There is no charge for this service unless the elevator will be used by the resident for more than thirty (30) minutes. Residents using the elevator for longer than thirty (30) minutes will be treated as a regular move-in and the applicable \$100.00 move-in fee will be levied to the unit's account. Anyone moving large furniture without having blocked off the elevator is subject to a fine.

EPS2205

Royce

Parking Stalls, Storage Lockers, Bike and Golf Storage Rental Rules

1. Owners wishing to rent a parking stall, storage locker, bike or golf storage are to contact the strata council.
2. Priority will be given on a first-come, first serve basis. Waiting lists will be maintained by the strata council.
3. All rental stalls are governed by the Exclusive Use Agreement.

EPS2205
Royce
PARKING STALL, STORAGE LOCKER, BIKE AND GOLF STORAGE
EXCLUSIVE USE AGREEMENT

BETWEEN:

THE OWNERS, STRATA PLAN EPS2205 ("The Strata")

AND:

THE OWNERS OF SUITE # _____ ("The Renter")

- ☐ Parking Stall # _____ \$600.00
- ☐ Storage Locker Stall # _____ \$480.00
- ☐ Bike Storage Stall # _____ \$25.00
- ☐ Golf Storage Stall # _____ \$25.00

Owners wishing to rent a parking stall, storage locker, bike or golf storage Stall (herein after referred to as "the stall" or "stalls" are subject to the following:

1. The Renter must be an owner and must live in the building.
2. The Renter must pay an annual fee due January 1st of each year. Rentals starting after January 31st will receive a prorated discount.
3. All rental stalls are governed by this exclusive use agreement.
4. The exclusive use agreement is not transferable or assignable to another owner or a new owner.
5. The Strata Corporation is not responsible for any loss, damage, or injury that may occur while using this rental stall. The Renter is responsible for arranging insurance for the stall contents.
6. The Strata Corporation may renew the term of the exclusive use agreement, alter the conditions, or the strata may cancel if there is a violation of the terms and the violation is not remediated in 30 days. If the agreement is cancelled because of a continuing violation no portion of the fee will be returned to the Renter. If the agreement is cancelled by the Strata for reasons other than a violation during the term, the annual fee will be refunded on a pro-rated basis. If the owner cancels the agreement no portion of the fee will be refunded unless the owner is moving out. If the owner moves from the Royce refunds will be given for complete months unused, less a \$100.00 Cancellation fee.
7. The term of the agreement will be one year.
8. The Renter will be given the option annually to renew for a further year on such terms and at such annual fee as the Strata Corporation may determine.
9. The annual pricing will be established at the AGM each year.

Owner name: _____ Joint Owner name: _____

Owner signature: _____ Joint Owner signature: _____

Date: _____ Date: _____

EPS2205

Royce

Rules for the Use of Patio Heaters

1. Owners must apply in writing to the Strata Corporation for permission to locate a Patio Warmer on limited common property or common property.
2. Only Patio Heaters (herein after referred to as "the appliance") fueled by electricity or natural gas are acceptable.
3. The appliance can only be operate outdoors and not in the strata lot.
4. Before an appliance is used whether is a first installation or a replacement installation it must be approved in writing by the Strata Corporation. Requests for approval must include the following:
 - a. The make and model of the appliance
 - b. A signed copy of these Rules
 - c. A signed copy of the Assumption of Liability/Responsibility Agreement
5. The appliance must be CSA approved.
6. Owners, occupants, and tenants must
 - a. Not leave the appliance unattended when in use.
 - b. Supervise children and not leave them unattended when the appliance is in use.
 - c. Use the appliance in accordance with the manufacture's instruction for the safe use of the appliance.
 - d. Appliances with a factory installed shut-off valve are preferable.
 - e. Have a 5 lb ABC fire extinguisher on the balcony at all times.
7. Owners, occupants, and tenants are responsible for any heat damage to the common property, including siding and building envelope.
8. The appliance must be operated on balconies with the following minimum clearances:
 - a. 30 inches form any wall
 - b. 36 inches from any combustible material
 - c. 44 inches from the ceiling
 - d. 30 inches form overhangs

EPS2205

Royce

Rules for the Use of Fire Pits & Fire Tables

1. Owners must apply in writing to the Strata Corporation for permission to locate a Fire Pit or Fire Table on limited common property or common property.
2. Only Fire Pits or Fire Tables (herein after referred to as “the appliances”) fueled by electricity or natural gas are acceptable.
3. The appliances can only be operated outdoors and not in the strata lot.
4. Before an appliance is used whether is a first installation or a replacement installation it must be approved in writing by the Strata Corporation. Requests for approval must include the following:
 - a. The make and model of the appliance
 - b. A signed copy of these Rules
 - c. A signed copy of the Assumption of Liability/Responsibility Agreement
5. The appliance must be CSA approved.
6. Owners, occupants, and tenants must
 - a. Not leave the appliance unattended when in use.
 - b. Supervise children and not leave them unattended when the appliance is in use.
 - c. Use the appliance in accordance with the manufacture’s instruction for the safe use of the appliance.
 - d. Appliances with a factory installed shut-off valve are preferable.
 - e. Have a 5 lb ABC fire extinguisher on the balcony at all times.
7. Owners, occupants, and tenants are responsible for any heat damage to the common property, including siding and building envelope.
8. The appliance must be operated on balconies with the following minimum clearances:
 - a. 24 inches form any wall
 - b. 36 inches from any combustible material
 - c. 72inches from the ceiling
 - d. 24 inches form overhangs