



# BYLAWS

Strata Plan NW~524

Times Square

Attached are the Bylaws of Strata Plan NW~524.  
For legal purposes please obtain a true copy as  
registered at the Land Title Office.

Last amended: March 12, 2019

Registration #: CA7448205

*Note: Please keep in a safe place. There is a charge for additional copies.*

**STRATA PLAN NW 524 - TIMES SQUARE**  
**BYLAWS**  
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- Schedule "A" Schedule of Indemnity Agreements
- Schedule "B" Parking
- Schedule "C" Storage Lockers

# **STRATA PLAN NW 524 - TIMES SQUARE**

## **BYLAWS**

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### **INTERPRETATION**

In the Bylaws, the Rules & Regulations, job descriptions and all correspondence of the Corporation:

"ACT" means the Strata Property Act, RSBS Chapter 43 and amendments thereto;

"Address of Record" means the address of an owner as recorded in the management office;

"Balcony" means the enclosed area of a strata lot that projects from the strata buildings;

"Bylaw" means the bylaws of the Corporation and amendments thereto duly passed by the owners and registered with the Land Title Office;

"Common Property" means land and buildings of a strata plan that is not comprised in a strata lot as defined by the ACT;

"Condominium" means a self-owned strata lot townhome;

"Contribution" means any assessment levied pursuant to these bylaws;

"Council" means the duly elected Strata Council of the Corporation;

"Due Notice" means a notice given by prepaid post to the address on record of the owner to be served. Such notice shall be deemed received four days after mailing;

"Garage" means that underground area of the common property of the Corporation designated for the parking of motor vehicles;

"Guest" means a person who lives temporarily in a unit at the invitation of an owner or tenant;

"Manager" means Property Manager;

"Moving In/Out Time" means the time fixed by Council for moving furniture in or out of a unit;

"Noise" includes any loud outcry, clamor, shouting or movement, or any sound that is harsh or undesirable;

"Non Resident Owner" means an owner who is not an occupant of his/her unit but leases or rents it to a tenant;

"Occupant" means a person who resides in a unit and includes a child and/or guest;

"Ordinance" means a municipal statute passed by City Council;

"Owner" means a person or firm registered as owner of a strata lot in Strata Plan NW 524 as defined by the Strata Property Act;

"Penalty" means a fine fixed and levied against an owner for breach of a provision of the ACT, the Bylaws or Rules of the Corporation;

"Pets" means domesticated house animals;

"Premises" means land and buildings of Strata Plan NW 524;

"President" means the person duly elected by Council members for the term of one year, the President speaks for the Corporation;

"Property Manager" means a person or firm or a person designated by such a firm, employed by the Council to perform the administrative work of the Corporation;

"Resident" means an owner or tenant who lives in a unit on the premises;

"Restrictions" means a restraint, effected by a Bylaw or rule;

"Rules" means rules made and published by Council and approved by a meeting of the owners;

"Sanitation" means all matters pertaining to health and in general to garbage, sanitary plumbing and cleanliness;

"Section" means a section of the Strata Property Act BCRS Chapter 43;

"Security" means all matters pertaining to building security, access to common areas, master keys, visitors and fire regulations;

"Special Levy" means any levy duly passed by owners at a General Meeting, other than a regular monthly fee;

"Strata Building" means the dwelling structures possessed by the owners of Strata Plan NW 524;

"Strata Corporation" means the Corporation formed by the owners of Strata Plan NW 524 known as Times Square to exercise the duties and powers vested by the ACT;

"Strata Council" means the Council elected and representing the owners of Strata Plan NW 524;

"Strata Fees" means the regular monthly contribution determined by the Act to be paid by all owners to cover expenditures;

"Strata Plan" means a plan that delineates the boundaries of the land owned by a Strata Corporation, the building therein and includes a drawing illustrating the numbered strata lots and common areas;

"Tenant" means a person who rents or leases a unit from an owner and occupies such unit under a rental agreement or lease;

"Title" means a numbered certificate evidencing ownership of a strata lot;

"Unit" means a numbered strata lot townhome.

# **STRATA PLAN NW 524 – TIMES SQUARE BYLAWS**

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

### **Payment of strata fees**

- 1** (1) An Owner must pay strata fees in accordance with Division 7, Section 32.4.
- (2) Any Owner owing their monthly contributions to the administrative expenses and contingency reserves as set from time to time shall pay their monthly contribution on the first day of the month. Any Owner owing monies fifteen days after the due date will be assessed a late penalty of \$25.00 and an additional \$25.00 will be assessed as a further late penalty if payment is not made within thirty days of the due date.
- (3) Payments made under this bylaw shall be made payable to “Strata Plan NW 524” when cheques, bank drafts or money orders are used. *(Adopted by ¾ vote resolution by the owners on March 1, 2012)*

### **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 limited and/or exclusive use of common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation pursuant to these Bylaws.
- (3) An Owner shall promptly carry out all work that may be ordered by any competent public or local authority in respect of his or her Strata Lot other than work for the benefit of more than one strata lot or for the building generally, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the Strata Lot.
- (4) An Owner shall keep clear from leaves, moss, algae, snow, ice or slush any common property designated as limited common property for the exclusive use of his Strata Lot.
- (5) The hallway shutoff valves to a strata lot may only be turned off by the owner/occupant in an emergency. All other times the plumber under contract by the Strata Corporation must be used. The cost is to be charged back to the owner. *(Adopted by ¾ vote resolution by the owners on March 11, 2009)*

### **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 unusual or objectionable noise or odor,
  - (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 inconsistent with the intent of these Bylaws, or
  - (e) is contrary to a purpose for which the Strata Lot or common property is intended on or by the Strata Plan, either expressly or by necessary implication.
- (2) The Strata Lot shall not be used for commercial or professional purposes which may be illegal or contrary to any governmental or municipal rules or ordinances or is injurious to the reputation of the condominium development or its Owners. Home occupation use may be permitted subject to the provisions of the applicable municipal Bylaw.
- (3) The Strata Lot shall be used exclusively as a private dwelling home for one family, which may include a live-in housekeeper or nurse.
- (4) The Strata Lot shall not be used as a motel or hotel accommodation for transient residents.
- (5) 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.
- (6) Everything shall be done to reduce fire hazards and nothing shall be brought into or stored on a Strata Lot, the common property or limited common property which will in any way increase or tend to increase the risk of fire, the rate of any insurance policy or which will in any way increase or tend to increase the risk of fire, the rate of any insurance policy or which will invalidate any insurance policy held by the Strata Corporation or Strata Lot Owners.
- (7)
  - (a) No material substances, especially burning material such as cigarettes or matches shall be thrown out or permitted to fall out of any window, door, balcony or other part of a Strata Lot, common property or limited common property. An Owner will be assessed \$100.00 for an infraction of this bylaw, up to a maximum of \$200.00.
  - (b) No combustible, flammable or offensive material shall be stored in any Strata Lot or in any storage area.
- (8)
  - (a) An Owner or occupier of a Strata Lot shall not deposit refuse or garbage on or about the common property other than in the

designated containers. Any material other than ordinary household refuse or garbage shall be removed from the property by the Owner at his/her cost.

- (b) No mops, dusters, rugs or articles of any kind shall be shaken out of the windows or doors or from any balcony or patio of a Strata Lot.
  - (9) The Owner of a rented or leased Strata Lot is responsible for the cleanliness of the lot.
  - (10) (a) The sidewalks, walkways, passages and driveways of the common property shall not be obstructed or used for any purpose other than ingress and egress from the Strata Lots and parking areas within the common property.
  - (b) Personal items such as shoes, rugs etc., must not be left in the hallway in front of the door to a strata lot. Small deliveries such as telephone books, newspapers, etc., will be permitted. *(Adopted by  $\frac{3}{4}$  vote resolution by the owners on March 2, 2011)*
  - (11) (a) **Parking** - Only residents' vehicles shall be parked on common property and these shall be parked in designated and assigned parking spaces only; without the approval of the Council, no other motor vehicle, trailer or boat or equipment of any kind shall be parked on any common property; no motor vehicle shall be driven on any part of the common property other than on driveways; no residents' vehicles shall be parked in above-ground designated visitor or guest spaces.
    - i) All vehicles parked in the underground parking lot must display a valid parking decal in the lower right (passenger side) front window. This decal must be placed either on the right hand corner of the windshield or below the tinted section of the windshield if the vehicle is equipped with tinted glass, or as otherwise approved by Council.
    - ii) Motorcycles should display the decals above the headlamp or as otherwise approved by Council. All other vehicles including trailers, boats, etc. must display decals in a prominent place such as on the trailer hitch or any other conspicuous places approved by Council.
- All other vehicles will be towed at Owner's expense.
- (b) No major repairs or adjustments to motor vehicles or other mechanical equipment shall be carried out on common property. Excessive use of underground electrical outlets is prohibited without the consent of Council.



- (c) Guest parking shall be available on a first come first served basis. *(Amended by ¾ vote resolution by the owners on March 20, 2018)*
  - (d) Guests parking overnight may park a maximum of 7 days per calendar month in the visitor parking area. *(Amended by ¾ vote resolution by the owners on March 20, 2018)*
  - (e) The parking stall assignments are shown on the attached schedule "B". Unassigned parking stalls may be rented by the Strata Corporation to owners at a monthly charge to be determined by the Strata Council. The Strata Council may, if in the Council's opinion such is warranted, change assigned parking stalls, with any such changes to be presented at a subsequent General Meeting for the ratification by the owners. *(Added by a ¾ vote resolution by the owners on March 20, 2018)*
- (12) No Owners, occupants of a Strata Lot or guests shall do anything on common property likely to damage the trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on the lawns and grounds so as to damage them or prevent their reasonable growth or to interfere with the cuttings of the lawns or the maintenance of the grounds generally. Playing of games involving physical activity are not permitted.
- (13) Without the consent of the Council, no part of the common property other than storage lockers, shall be used for storage.
- (14) (a) **Recreation Facilities** - The Strata Council shall administer all recreational facilities, and any rules formulated by the Strata Corporation from time to time shall be binding upon all Owners, tenants, occupants, residents and visitors.
- (b) All Owners and/or residents will comply with the rules and regulations governing the use and enjoyment of the recreation areas enjoyed by the Owners and/or residents of Strata Plan NW 524 as posted in each particular room or area, and such postings will constitute sufficient notice to all Owners and/or residents and their guests will comply with the posted regulations at all times.
- (c) All facilities are for the use of the Owners and/or residents and their accompanying guests only.
- (d) No Owner and/or resident shall have exclusive use of any area within the boundaries of the recreation facilities shared by the Owners and/or residents of Strata Plan NW 524 without first having received written approval by the Council. Application to Council for such exclusive use shall contain full details of use and time interval and applications must be made at least two weeks in advance of the proposed use date.

- (15) Unless otherwise authorized by the Strata Council, all units shall be registered to the following number of occupants:
  - (a) in a one bedroom suite - no more than two occupants.
  - (b) in a one bedroom suite plus den, no more than three occupants.
  - (c) in a two bedroom suite - no more than four occupants.
- (16) No Owner, occupier or his guests shall leave any shopping cart on the property.
- (17) No Owner, tenant or guest shall leave open or unlocked any outside door unless they are in constant supervision of that door.
- (18) The duplication of any keys to any part of the property shall not be allowed for use by any non-Owner or non-occupier unless the approval and consent of at least four members of the Strata Council is first obtained in writing, such approval and consent is not to be unreasonably withheld.
- (19) No Owners and/or residents will contact the Resident Caretakers prior to 8:00 a.m. or after 5:30 p.m. except in case of emergencies.
  - (a) The duties of the Resident Caretakers are restricted to the common areas only; or as directed by the Council, except in emergencies.
  - (b) If the Resident Caretakers are not available in case of emergency, contact the management company.
- (20) Each and every Owner and/or resident shall make his own agreement with and pay separately telephone, cablevision services and hydro charges.
- (21) Communication between Owner and/or residents and Council shall only be in writing; signed by the Owner and/or resident and directed to the managing agents.
- (22) Bicycles are not to be taken into the building lobbies or transported through the stairwells, nor may they be stored on balconies, patios or other areas of common property except in the designated storage areas.
- (23) Any Owner and/or resident or guest leaving any parked or stored property within any common area does so at their own risk.
- (24)
  - (a)
    - i) **Pets** – Pets are defined as domesticated animals kept for pleasure rather than utility, pursuant to the City of Burnaby Bylaws.
    - ii) **Service animals** – Service animals are defined as animals which have been individually trained to assist a person with a disability. All service animals must be **certified and**

**registered as a service animal. All service animals residing in the complex must be registered with the Strata Council.**

*(Amended by ¾ vote resolution by the owners on February 26, 2013)*

- (b) i) There shall be no further increase in the number of animals beyond that number which presently reside in the building. The Council shall establish a register of animals existing in the building at March 10, 1982 identifying each animal, its owner and the strata lot in which the animal resides. The owner of each such animal shall cause his animal to be registered in the Council's register by March 19, 1982. After the latter date, no animal shall be added to the register. Only those animals listed in the Council's register on March 19, 1982 shall be permitted to reside within the buildings.
- ii) **Guest pets are not permitted. Pets owned by non-resident owners of Strata Plan NW 524 are not permitted on the common property or within a strata lot.**

*(Amended by ¾ vote resolution by the owners on February 26, 2013)*

- (c) All animals must be domiciled inside the Strata Lot of the animal's owner. The balcony or patio of a Strata Lot are considered to be outside the Strata Lot for the purpose of this bylaw. *(Amended by ¾ vote resolution by the owners on March 11, 2009)*
- (d) 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.
- (e) All animals must be controlled at all times and must not create undue noise or be allowed to become a nuisance to any resident or visitor to the Strata Plan. *(Amended by ¾ vote resolution by the owners on March 11, 2009)*
- (f) The Owners and/or Residents of animals shall be fully responsible for the behaviour of the animals within the Strata Lots and common property and if any animal is deemed, after Notice and the provision of any Hearing as set out in the Strata Property Act, to be a nuisance by the Strata Council, it shall be removed from the development within thirty (30) days from the receipt of Notice from the Strata Council indicating that the animal is to be removed. Notwithstanding Division 4, Section 25-1 of these Bylaws, if the Owner fails to comply within seven (7) days of receiving Notice, the Owner will be fined \$25.00 per month, or portion thereof, during which the offending animal continues to occupy the premises. *(Amended by ¾ vote resolution by the owners on March 11, 2009)*
- (g) The Owner of a Strata Lot will be responsible for clean-up, damage or repair caused by their animals. An Owner and/or Resident shall

not permit their animal to urinate or defecate on common property. Notwithstanding Division 4, Section 25-1 of these Bylaws, failure to comply will result in a \$50.00 fine for each occurrence, in addition to any removal/repair costs. *(Amended by ¾ vote resolution by the owners on March 11, 2009)*

- (25) (a) **Noise** - An Owner shall not permit the occupant of his Strata Lot or any guest to make undue noise in or about any Strata Lot or common property, or do anything which will interfere unreasonably with any other Owner and/or resident.
- (b) No instrument or other device shall be used within a Strata Lot which, in the opinion of the Council, causes a disturbance or interferes with the comfort of other Owners and/or residents.
- (c) Sound reproduction shall be restricted to a reasonable level so as not to disturb other residents, either by mechanical or electrical means, and shall in any case be restricted to 8:00 AM to 11:00 PM, and midnight on Saturday and Sunday mornings.
- (d) After installing an approved flooring alteration (tiles, wood flooring, etc.), if noise emanating from the strata lot causes discomfort to another strata lot because of the alteration to the floor, the offending strata lot shall be required to use area rugs to reduce the noise. *(Adopted by ¾ vote resolution by the owners on March 11, 2009)*
- (26) Cycling, rollerblading, skateboarding or the use of other non-motorized wheeled apparatus except wheelchairs, is prohibited on common property other than roadways.
- (27) No Owner and/or Resident shall feed birds, rodents or other animals from their Strata Lot or anywhere in close proximity to the Strata Plan or common areas.
- (28) A \$200.00 fine shall be assessed against any strata lot found to be responsible for unauthorized dumping of items on the common property, thereby causing the Strata Corporation to incur costs to remove the items from the common property (such items may include, but not limited to furniture, appliances construction materials, flooring materials, etc.). *(Approved by ¾ vote resolution of the owners on March 30, 2006)*
- (29) A \$200.00 fine will be imposed on any owner/occupant or guest for activating any fire alarm, or the "help" button in the elevator without due cause. *(Adopted by ¾ vote resolution by the owners on Mach 11, 2009)*
- (30) No owner or resident may attach or affix any item to the exterior of the buildings by way of an anchoring or connection that results in a penetration through the exterior building envelope without the prior written approval of the Strata Council. Any strata lot gaining approval for such a modification shall be responsible to reimburse the Strata Corporation for

any repairs required to correct damage to the building envelope from such modification. *(Adopted by ¾ vote resolution by the owners on March 11, 2015)*

- (31) Without limiting the generality of Bylaw 3(1), no owner, tenant, occupant, or visitor shall smoke or use a cigarette, cigar, pipe, e-cigarette, marijuana, hookah pipe or other substance or smoking equipment:
- (a) on any part of the common property, including but not limited to corridors, hallways, stairways, the hobby room, parking areas, storage areas, sun deck, pool area and sauna, garden areas, lounge, lobby, mail room, balconies, patios, and decks; or
  - (b) in strata lot; or
  - (c) in any manner whatsoever that may:
    - (i) unreasonably interfere with the ability of any person to use and enjoy the common property, limited common property, or a strata lot; or
    - (ii) cause a nuisance to any person, including but not limited to nuisance from smoke or odours; or
    - (iii) constitute a fire hazard; or
    - (iv) constitute a health risk to any person.

*(Adopted by ¾ vote resolution by the owners on March 12, 2019)*

- (32) No owner, tenant, occupant, or visitor will grow or cultivate marijuana plants on or within a strata lot or common property. *(Adopted by ¾ vote resolution by the owners on March 12, 2019)*

### **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 prior 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) balconies or other things attached to the exterior of a building;
  - (d)
    - (i) doors or windows on the exterior of a building;
    - (ii) replacing or painting the door to a strata lot. The décor of the hallway shall remain the same. *(Adopted by  $\frac{3}{4}$  vote resolution by the owners on March 2, 2011)*
  - (e) railings or similar structures that enclose a patio, balcony or common or limited common property;
  - (f) common property located within the boundaries of a Strata Lot;
  - (g) those parts of the Strata Lot which the Strata Corporation must insure under section 149 of the Act.
- (2) The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration(s), provide satisfactory evidence that the alteration(s) comply with all building codes, that all necessary permits have been obtained, and in the case of structural alterations, provide a written opinion from a qualified architect, engineer or similar professional indicating the structural integrity of the building has been maintained, and execute an Indemnity Agreement. All costs associated with obtaining the aforesaid information shall be the responsibility of the Owner requesting the alteration(s).

For greater certainty, a structural alteration is defined to be any alteration which results in a difference between the physical layout of the Strata Lot and the “as built drawings” which were provided to the Strata Corporation by the developer, and shall include any removal, addition or alterations of any wall, doorway, floor or ceiling or which will change the normal use of the room.

Under no condition will an alteration be permitted which alters the exterior appearance of the building without approval of the Owners by  $\frac{3}{4}$  vote resolution.

- (3) 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 consent of the Strata Council.
- (4) No awning, shade screen, air conditioner, smoke stack, radio or television antenna and/or satellite dish shall be hung from, protrude out of, be placed on or attached to the exterior of the Strata Lot, without prior written consent of the Strata Council.

If permission is given, then shade screens may only be hung between the months of April 1<sup>st</sup> to October 31<sup>st</sup> and then must be taken down. The

shade screen must be of a straw colour. *(Amended by  $\frac{3}{4}$  vote resolution by the owners on March 11, 2009)*

- (5) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, balcony or decks, patios, or other parts of the Strata Lot so that they are visible from the outside of the building.
- (6) The placing of items on patios and balconies shall be limited to hanging baskets, free standing self-contained planter boxes, summer furniture and accessories, and barbecues (electric only). Any damage, other than normal wear and tear, to patios or balconies caused by items placed by an Owner shall be repaired at the expense of the Owner of the Strata Lot.
- (7) The outside of the buildings shall be uniform in colour.
- (8) Drapes or blinds visible from the exterior of any Strata Lot shall be ivory/white in colour. 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 Strata Lot shall be made without the previous written consent of the Strata Corporation having been first obtained.
- (9) No alterations to the electrical, wiring, plumbing, piping, venting, gas supply, telecommunication or other services on the Strata Lot or within any walls or on the common property shall be made without the previous written consent of the Strata Corporation having been first obtained.

**Obtain approval before altering common property**

- 6
  - (1) An Owner must obtain the prior written approval of the Strata Corporation before making an alteration to common property, limited common property, or common assets, including, but not limited to, the painting of the exterior, attachment of sunscreens.
  - (2) The Strata Corporation may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses related to the alteration.
  - (3) The Schedule of Indemnity Agreements attached hereto as Schedule "A", denoting those strata lots whose common area alterations are subject to a registered Indemnity Agreement, is and forms part of these Bylaws.

**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,
  - 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 pursuant to section 149 of the Act, or
  - ii) for the purpose of inspecting the lot and maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the Strata Lot and capable of being used in connection with the enjoyment of any other Strata Lot or common property, or
  - iii) for the purpose of ensuring that the Bylaws are being observed.
- (2) The notice referred to in subsection (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**

- 8** (1) The Strata Corporation shall:
- (a) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators (if any), recreational facilities (if any), and any apparatus and equipment used in connection with the common property, common facilities or other assets of the Corporation;
  - (b) maintain all common areas, both internal and external, including lawns, gardens, parking and storage areas, public halls and lobbies;
  - (c) maintain and repair, including renewal where reasonably necessary the pipes, wires, cables, chutes and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one Strata Lot or common property;
  - (d) maintain and repair the exterior of the buildings, including the decorating of the whole of the exterior of the buildings, but excluding windows, doors, balconies and patios included in the Strata Lot.
- (2) The Strata Corporation shall repair and maintain limited common property, but the duty to repair and maintain it is restricted to:



- (a) repair and maintenance that in the ordinary course of events occurs less often than once a year,
  - (b) the following, no matter how often the repair or maintenance ordinarily occurs:
    - i) the structure of a building;
    - ii) the exterior of a building;
    - iii) balconies and other things attached to the exterior of a building;
    - iv) structures that enclose areas such as patios and balconies;
- (3) The Strata Corporation shall not be financially responsible to an Owner for any loss, damage or expense to the Owner caused by an overflow or leakage of water arising from the Strata Lot or any adjoining Strata Lots where such leakage or overflow results from the wrongful act or neglect of any Owner.
- (4) 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 and 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 and 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.
- (5) In the event of an emergency occurring in a Strata Lot whose occupant cannot be contacted, access for protection of common property or safety may have to be gained by force at the Owner's expense.
- (6) An Owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair, or replacement rendered necessary to the common property or from liability to any member of his or her family or tenant or their guests, servants, agents, and invitees caused or materially contributed to by the fault of the Owner but only to the extent that such expense is not met by the proceeds of insurance carried by the Strata Corporation.
- (7) An Owner, or any other occupant of a Strata Lot, shall not plant a vegetable garden on the common property.

**Powers of the Strata Corporation**

- (8) The Strata Corporation shall:
- (a) collect and receive all contributions toward the common expenses paid by the Owners and deposit the same with a savings institution;
  - (b) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of the Corporation;
  - (c) be at liberty to assess and collect interest as specified by the Strata Property Act;
  - (d) enforce the Bylaws, Rules and Regulations of the Strata Corporation;
  - (e) give authority to a readily accessible resident representative and the authorized management company to grant entry to the common property to the municipal departments of Building, Health, Assessment and Fire for emergency or inspection purposes;
  - (f) comply with notices or orders by any competent public or local authority requiring repairs or work to be done in respect to the land included in the Strata Plan or buildings, common facilities, or assets of the Strata Corporation.
- (9) The Strata Corporation may:
- (a) borrow money required by it in the performance of its duties or the exercise of its powers;
  - (b) secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those means;
  - (c) invest as it may determine in separate accounts money in the fund for administrative expenses, or in the Contingency Reserve Fund;
  - (d) purchase, hire or otherwise acquire personal property for use by Owners in connection with their enjoyment of common property, common facilities or other assets of the Corporation;
  - (e) make an agreement with an Owner or occupier of a Strata Lot for the provision of amenities or services by it to the Strata Lot or to the Owner or occupier;
  - (f) grant an Owner the right to exclusive use and enjoyment of common property, or special privileges for them, the grant to be

determinable on reasonable notice, in accordance with section 76 of the Strata Property Act;

- (g) designate an area as limited common property and specify the Strata Lots that are to have the use of the limited common property;
- (h) join any organization serving the interests of the Strata Corporation and assess the membership fee in the organization as part of the common expenses;
- (i) obtain and retain by contract the services of a professional real property management firm or professional real property manager (the Manager) for such purposes and only such terms as the Council may from time to time decide.

### **Corporate Seal**

The Strata Corporation shall have a corporate seal, which shall not be used except by authority of the Council previously given and in the presence of the members of the Strata Council or at least two members of it, who shall sign every document to which the seal is affixed. Where there is only one member of the Strata Corporation, his or her signature is sufficient for the purpose of this section, and, if the only member is a Corporation, the signature of the appointed representative on the Strata Council shall be sufficient for the purpose of this section.

## ***Division 3 – Council***

### **Council size**

- 9** (1) The Strata Council shall consist of not less than three nor more than seven Owners and shall be elected at each Annual General Meeting.

### **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.
- (3) Only Owners present at the Annual General Meeting may be eligible to stand on Council.

**Removing Council member**

- 11** (1) 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 may hold an election at the same annual or Special General Meeting to replace the Council member for the remainder of the term.

**Vacancies**

- 12** (1) The office of a member of the Strata Council shall be vacated if the member:
- (a) by notice in writing to the Strata Council resigns his or her office, or
  - (b) ceases to be an Owner, or
  - (c) is eligible to be liened, or
  - (d) becomes of unsound mind, or
  - (e) is in contravention of any Bylaw for a period exceeding 30 days.

**Replacing Council member**

- 13** (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**

- 14** (1) At the first meeting of the Council held after each Annual General Meeting of the Strata Corporation, the Council must elect, from among its members, a President, a Vice-President, a Secretary and a Treasurer.

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

**Calling Council meetings**

- 15**
- (1) The Council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit subject to any provisions of the Strata Property Act.
  - (2) 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.
  - (3) The notice does not have to be in writing.
  - (4) 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.
  - (5) The Council must inform Owners about a Council meeting as soon as feasible after the meeting has been called.

**Requisition of Council hearing**

- 16**
- (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**

- 17**
- (1) A quorum of the Council is 2 where the Council consists of 4 or less members, 3 where the Council consists of 5 or 6 members, and 4 where it consists of 7 members.
  - (2) Council members must be present in person at the Council meeting to be counted in establishing a quorum.
  - (3) Any Strata Council member having a duality of interest or possible conflict of interest on any matter shall not vote or use his or her personal influence on the matter and he or she shall not be counted in determining the quorum for the meeting. The minutes of the meeting shall reflect that a disclosure was made, the abstention from voting and the quorum situation.

#### **Council meetings**

- 18**
- (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, providing they notify the President at least 24 hours in advance of the meeting.
  - (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 hearing under section 144 of the Act;
    - (c) any other matters if the presence of the observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

#### **Voting at Council meetings**

- 19**
- (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**

- 20** The minutes of the Strata Council and General Meetings will be made available within 30 days of the date of the meeting.

**Delegation of Council's powers and duties**

- 21**
- (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 should be fined, and the amount of the fine, or
    - (b) whether a person should be denied access to a recreational facility.

**Spending restrictions**

- 22**
- (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), the Council or its designate may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

- (3) The maximum amount of unapproved expenditures is established at \$2,000.00 or 10% of the annual operating budget, whichever is the greater.

**Limitation on liability of Council member**

- 23**
- (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.
  - (3) The standard of care and conduct for Strata Council members shall be as follows:
    - (a) All Strata Council members shall exercise their powers and duties in good faith and in the interest of and with the utmost loyalty to the Strata Corporation and the Owners. All Council members shall comply with all provisions of the Strata Corporation's Bylaws, Rules and Regulations and the provisions of the Strata Property Act.
    - (b) Any duality of interest or possible conflict of interest on the part of any Strata Council member shall be disclosed to the other Council members at the first meeting of the Strata Council at which the interested Strata Council member is present after the conflict of interest is or should be discovered. Such disclosure shall be made a matter of record in the minutes of the Strata Council meeting at which the disclosure of the conflict of interest is made.
    - (c) Any contract or transaction between the Strata Corporation and a Strata Council member must be commercially reasonable to the Strata Corporation at the time it is authorized, ratified, approved or executed.
    - (d) Any Strata Council member having a duality of interest or possible conflict of interest on any matter shall not vote or use his or her personal influence on the matter and he or she shall not be counted in determining the quorum for the meeting. The minutes of the meeting shall reflect that a disclosure was made, the abstention from voting and the amended quorum situation.
    - (e) Notwithstanding the generality of the foregoing, for purposes of this policy a Strata Council member shall be deemed to be so interested if he or she is a principal, officer or employee or has a financial interest exceeding \$500.00 in the firm.
    - (f) The foregoing requirements shall not be considered as preventing the Strata Council member from briefly stating his or her position in



the matter, nor from answering pertinent questions of other Strata Council members since his or her knowledge may be of great assistance.

#### ***Division 4 – Enforcement of Bylaws and Rules***

##### **Violation of Bylaws**

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

##### **Maximum fine**

- 25** (1) The Strata Corporation may fine an Owner or tenant
- (a) Effective March 26, 2004, regardless of any other provision or restriction established by the bylaws of NW 5245, the Strata Council, in its sole discretion, may assess a fine against a strata lot for each contravention of a bylaw, as follows:
- i) first breach of the bylaw - \$25.00
  - ii) second breach of the same bylaw - \$50.00
  - iii) third breach of the same bylaw - \$100.00
  - iv) fourth and subsequent breach of the same bylaw - \$200.00 per breach
- (amended by  $\frac{3}{4}$  vote resolution by the owners on March 25, 2004)*
- (b) \$25.00 for each contravention of a rule.

- (2) Pursuant to the provisions of section 171 (4) of the Strata Property Act, the authorization referred to in subsection (2) of that section is not required for a proceeding under the Small Claims Act against an Owner or other person to collect money owing to the Strata Corporation, including money owing as a fine.

**Continuing contravention**

- 26** 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**

- 27**
- (1) Annual and Special General Meetings shall be chaired by the President of the Council.
  - (2) If the President of the Council is unwilling or unable to act, the meeting shall 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**

- 28**
- (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**

- 29**
- (1) At an Annual or Special General Meeting, one (1) voting card must be issued to eligible voters.
  - (2) An owner whose strata lot is eligible to be lienied pursuant to bylaw 32 (5) shall be ineligible to vote on any resolutions other than unanimous resolutions considered at an Annual or Special General Meeting of the Strata Corporation. *(Adopted by  $\frac{3}{4}$  vote resolution by the owners on March 27, 2003)*

- (3) A vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (4) If a precise count is requested, the chair must decide whether it will be by a show of voting cards or by roll call, secret ballot or some other method.
- (5) 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.
- (6) If there is a tie vote at an Annual or Special General Meeting, the President, or, if the President is absent or unable or unwilling to vote, the Vice-President, or Chairperson, may break the tie by casting a second, deciding vote.
- (7) Despite anything in this section, an election of Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) If an Owner shall leave an Annual General Meeting or Special General Meeting before it has been adjourned, the Owner shall hand in their voting card(s).

### **Order of business**

- 30** (1) The order of business at Annual and Special General Meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
  - (b) determine that there is a quorum;
  - (c) elect a person to chair the meeting, if necessary;
  - (d) present to the meeting proof of notice of meeting or waiver of notice;
  - (e) approve the agenda;
  - (f) approve minutes from the last Annual or Special General Meeting;
  - (g) deal with unfinished business;
  - (h) receive reports of Council activities and decisions since the previous Annual General Meeting, including reports of committees, if the meeting is an Annual General Meeting;
  - (i) ratify any new rules made by the Strata Corporation under section 125 of the Act;

- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting;
  - (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General Meeting;
  - (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
  - (m) elect a Council, if the meeting is an Annual General Meeting;
  - (n) terminate the meeting.
- (2) If at the appointed time for an Annual or Special General Meeting, a quorum is not present, the meeting shall stand adjourned for a period of thirty (30) minutes, whereupon the adjourned meeting shall be reconvened at the same time and place and the persons present, entitled to vote, shall constitute a quorum.
- (3) All notices of Annual or Special General Meetings will be sent via mail to the last known address of the Strata Lot Owner.

### ***Division 6 – Dispute Resolution***

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

### ***Division 7 – Finances***

#### **Annual Budget and Maintenance Assessments**

- 32**
- (1) At each Annual General Meeting the Strata Corporation shall prepare an annual budget for the following 12 month period and all Owners shall pay a monthly assessment in accordance with their unit entitlement.
  - (2) Prior to the 1<sup>st</sup> day of the last month of the fiscal year the Strata Corporation shall cause to be prepared a budget setting out by categories its best estimate of the common expenses of the Strata Corporation for the next fiscal year. The budget shall include a reasonable provision for contingencies and replacements.
  - (3) Prior to the 15<sup>th</sup> day of the last month of each fiscal year the Strata Corporation shall mail to each Owner a copy of the proposed budget for the ensuing calendar year together with a notice of the assessment for his contribution towards the common expenses of that year.

- (4) The common expenses set forth in each assessment shall be payable to the Strata Corporation, or to any other persons, firm or Corporation to whom the Strata Corporation shall direct payment to be made from time to time, in twelve (12) equal monthly installments, in advance, commencing on the 1<sup>st</sup> day of the fiscal year.
- (5) Monthly maintenance payments are due and payable on the 1<sup>st</sup> day of each month in advance. Maintenance fees not received within fifteen (15) days of the due date shall be subject to a \$50.00 administration fee in addition to late payment interest as set by the regulations (Strata Property Act). Payment plus interest and administration fee not received by the 15<sup>th</sup> day of the following month and each month thereafter will be subject to interest charges as set out in the Strata Property Act regulations. While lien eligibility for unpaid maintenance fees shall be on the 2<sup>nd</sup> day of the month the maintenance fees are due, a lien will be placed on the Strata Lot at the Owner's expense for the total monies due, including interest and administration fees, if all fees due are not paid after a 45 day period.
- (6) Within seven (7) days following written application therefore by the Owner, the Strata Corporation shall furnish to the Owner a statement setting forth as of its due date the amount of any unpaid assessments then due from such Owner.
- (7) If at any time it appears that the annual assessment of contribution towards the common expenses will be insufficient to meet the common expenses, the Strata Corporation may assess and collect a special levy against each Strata Lot in an amount sufficient to cover the additional anticipated common expenses. The Strata Corporation shall give notice of such further assessment to all Owners which shall include a written explanation setting out the reasons for the assessment and each assessment shall be due and payable by each Owner in the Strata Corporation.

***Division 8 – Leasing or Renting of Strata Lots***

- 33** (1) (a) A resident must not use a strata lot, common property or common assets in a way that is including, but not limited to the following:
- (i) a rental of less than one (1) year,
  - (ii) hotel or hotel-like accommodation,
  - (iii) boarding house,
  - (iv) house "letting",
  - (v) bed and breakfast, or

- (vi) other short term accommodations, including granting of a license to use a strata lot for short term stays.

In addition, a resident must not enter or permit anyone else to enter into an agreement to license the use of a residential strata lot for the purpose of providing any short term accommodations or temporary residence. *(Adopted by  $\frac{3}{4}$  vote resolution by the owners on March 16, 2017)*

- (b) These limitations shall be administered and enforced by the Strata Council.
- (2) For the purpose of enforcing these limitations, the following administrative provisions apply:
- (a) An Owner who wishes to lease a Strata Lot shall deliver to the Strata Council or the Property Manager employed by the Strata Corporation the following:
    - i) The name of each tenant or person who will occupy the Strata Lot during the term of the proposed lease;
    - ii) Where applicable, the business telephone number of the tenant or tenants;
    - iii) The commencement date and term of the lease;
    - iv) A completed "Form K - Notice of Tenant's Responsibilities" (section 146, Strata Property Act);
  - (b) Only a Strata Lot in respect of which a Lease Permit has been issued pursuant to this Bylaw and which has not been cancelled pursuant to this Bylaw may be leased by the Owners.
- (3) A Lease Permit shall be deemed to be cancelled in any of the following events:
- (a) in the event that the tenant or tenants named in the Lease Permit cease to occupy the Strata Lot named in the Permit as their principal residence; or
  - (b) in the event that the Owner and/or the tenant has failed to comply with the provisions of the Strata Property Act, the Bylaws and the Rules and Regulations of the Strata Corporation for a period of thirty (30) days after notice of the non-compliance has been mailed to the Owner and/or the tenant by the Strata Corporation; or
  - (c) in the event that the lease in respect of which it was issued is terminated, assigned, or sub-let, or expires without renewal.

- (4) Any Owner who leases a Strata Lot without first obtaining a Lease Permit pursuant to this Bylaw or continues to lease a Strata Lot after the cancellation, without replacement, of a Lease Permit issued with respect to that Strata Lot shall, notwithstanding section 26 (1) of these Bylaws, be liable to pay to the Strata Corporation a fine in the amount of \$200.00 for each contravention of this Bylaw.
- (5) The Strata Corporation shall have the right to terminate the tenancy of any tenant who repeatedly and unreasonably contravenes a significant Bylaw or Rule of the Strata Corporation and who seriously interferes with another person's use and enjoyment of a Strata Lot, common property or common asset (section 138).
- (6) Tenants who do not vacate and give up the premises when required to do so by the Strata Corporation shall be subject to Court action. All legal proceedings required for the forceful eviction of the tenants will be undertaken by the Strata Council, and all legal and other costs incurred will be charged to the Strata Lot Owner.
- (7) The Strata Corporation shall remove and dispose of any property or possessions remaining on common property after notice to remove and dispose of the property has been given to the tenant and the costs of such removal and disposition shall be charged to the Strata Lot Owner.
- (8) Notwithstanding the provisions of this Bylaw and sub-paragraphs thereof, the Council will, upon the application of a resident Owner, normally authorize the occupancy of a resident Owner's furnished or unfurnished unit during their absence for a period not exceeding one (1) year, providing the required Form "K" has been completed.

### ***Division 9 – Moving and Resale***

- 34**
- (1) It will be the express responsibility of the Owner to ensure that all moves in and out by the Owner or resident conform to the regulations as established by the Strata Council from time to time.
  - (2) No advertising for the resale or rental of a Strata Lot shall be permitted within the boundaries of the Strata Corporation, without the prior consent of the Strata Corporation.
  - (3) A charge of \$150.00 will be levied against the Strata Lot for every move into the Strata Lot, whether by Owner or tenant. This charge is to help defray the administrative and maintenance costs of such changes in Ownership or tenancy and will be levied automatically. *(Amended by ¾ vote resolution by the owners on March 30, 2006)*
  - (4) In those cases where a change of Ownership does not involve a change of occupants, an administrative fee of \$50.00 will be levied against the Strata Lot.

- (5) The movement in and out of the building of household furniture and other effects, shall not commence before 8:00 am and must be completed by 8:00 pm, unless otherwise authorized by the managing agent.
- (6) The movement in and out of the building must be through the lobby side door.
- (7) It is the responsibility of the strata lot moving into or out of a building to ensure that a person is posted at any entry door of the building that has been blocked open by the moving party, to maintain building security.  
*(Approved by ¾ vote resolution of the owners on March 30, 2006)*

### ***Division 10 – Insurance***

- 35** (1) The Strata Corporation shall:
- (a) obtain and maintain insurance on buildings, the common facilities, and any insurable improvements owned by the Strata Corporation to the full replacement values as required by sections 149 and 150 of the Strata Property Act;
  - (b) on the written request of an Owner or mortgagee of a Strata Lot, produce to him/her or a person authorized in writing by him/her the insurance policies effected by the Strata Corporation and the receipts for the last premiums;
  - (c) review annually the adequacy of the insurance;
  - (d) pay premiums on policies of insurance effected by it under Sections 149 and 150 of the Strata Property Act;
  - (e) obtain and maintain insurance in respect of other perils, including liability, as provided in Sections 149 and 150 of the Strata Property Act.
- (2) In connection with insurance claims, the Strata Corporation shall have the following authority and powers:
- (a) to establish and maintain a plan for setting the deductible portion of insurance claims;
  - (b) to cause the Owner or Owners of the property being the subject matter of the deductible portion of the insurance or otherwise receiving a benefit from the insurance claim to bear all or a portion of such deductible, such portion to be decided by the Strata Corporation in its sole discretion;
  - (c) to enforce and collect all costs as determined in (a) and (b) above, including all or a portion of deductibles to be paid by the Owner of the property, borrowing costs including interest, and administrative



costs in the same manner and, subject to the special powers of the Strata Corporation under this Bylaw, to the same extent that common expenses levied under the Act and the Bylaws of the Strata Corporation may be collected from Owners.

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

### ***Division 11 – Severability***

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

# STRATA PLAN NW 524 - TIMES SQUARE

## SCHEDULE "A"

### Schedule of Indemnity Agreements

<b>Lot #</b>	<b>Address</b>	<b>Modification</b>	<b>Registration date</b>	<b>Registration # (bylaw)</b>
82	1906-4300	Installation of laminate flooring	May 1, 2003	BV152855
84	1910-4300	Replacement of shower stall in en-suite	May 1, 2003	BV152856
96	410-4105 Maywood	Installation of trellis on balcony with climbing plant	May 1, 2003	BV152857
172	402-4200 Mayberry	Replacement of suite door	May 1, 2003	BV152858
173	404-4200 Mayberry	Wood door replacement with steel secure door)	May 1, 2003	BV152859
4	208-4300 Mayberry	Installation of ceramic tiles	May 4, 2004	BW 186471
65	1502-4300 Mayberry	Installation of wood floor on cork underlay	May 4, 2004	BW 186469
105	508-4105 Maywood	Installation of glass door	May 4, 2004	BW 186468
110	608-4105 Maywood	Installation of laminate flooring	May 4, 2004	BW 186467
155	1608- 4105 Maywood	Installation of hardwood floors	May 4, 2004	BW 186466
165	206-4200 Mayberry	Installation of hardwood floors	May 4, 2004	BW 186465
177	502-4200 Mayberry	Installation of laminate flooring	May 4, 2004	BW 186464
205	1008-4200 Mayberry	Installation of tiles to balcony area	May 4, 2004	BW 186473
9	310-4300 Mayberry	Installation of hardwood floors	April 21, 2005	BX 230714
43	1008-4300 Mayberry	Enclosure of den and installation of laminate flooring	April 21, 2005	BX 230715
47	1106-4300 Mayberry	Installation of kitchen cabinets, counter top and laminate flooring	April 21, 2005	BX 230711
89	204-4105 Maywood	Installation of laminate flooring	April 21, 2005	BX 230712
223	1504-4200 Mayberry	Installation of laminate flooring	April 21, 2005	BX 230713
48	1108-4300 Mayberry	Installation of laminate floors	May 9, 2006	BA 374807
55	1202-4300 Mayberry	Installation of hardwood flooring	May 9, 2006	BA 374806
79	1810-4300 Mayberry	Installation of hardwood floors	May 9, 2006	BA 374805
92	302-4105 Maywood	Installation of laminate flooring	May 9, 2006	BA 374804
128	1004-4105 Maywood	Installation of laminate flooring	May 9, 2006	BA 374803
131	1110-4105 Maywood	Installation of laminate flooring	May 9, 2006	BA 374802
184	606-4200 Mayberry	Installation of laminate flooring	May 9, 2006	BA 374801
187	702-4200 Mayberry	Installation of laminate flooring	May 9, 2006	BA 374800
198	904-4200 Mayberry	Installation of laminate flooring	May 9, 2006	BA 374799
218	1404-4200 Mayberry	Installation of laminate flooring	May 9, 2006	BA 374798
32	806-4300 Mayberry	Installation of laminate flooring and modification to wall	May 4, 2007	BB 087070
45	1002-4300 Mayberry	Installation of laminate/hardwood flooring	May 4, 2007	BB 087069
88	202-4105 Maywood	Installation of laminate flooring	May 4, 2007	BB 087068
184	606-4200 Mayberry	Replacement of bathtub	May 4, 2007	BB 087067
209	1106-4200 Mayberry	Installation of ceramic tiles, tiling of bathroom walls and installation of sliding doors on closet	May 4, 2007	BB 087066
20	502-4300 Mayberry	Installation of laminate flooring	Apr 29, 2008	BB0658527
183	604-4200 Mayberry	Installation of ceramic tile floor coverings in the kitchen and part hallway from entrance to suite to kitchen area	Apr 29, 2008	BB0658528

**Strata Plan NW 524 - Times Square**  
**Schedule "A"**

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<b>Lot #</b>	<b>Address</b>	<b>Modification</b>	<b>Registration date</b>	<b>Registration # (bylaw)</b>
188	704-4200 Mayberry	Installation of hardwood floors and open way between kitchen and living room	Apr 29, 2008	BB0658529
220	1408-4200 Mayberry	Enclose den, install hardwood floors, new countertops in kitchen and bathroom, and new interior door	Apr 29, 2008	BB0658530
224	1506-4200 Mayberry	Installation of laminate flooring in living room and bedroom, and installation of tile flooring in kitchen and bathroom	Apr 29, 2008	BB0658531
25	602-4300 Mayberry	Installation of laminate flooring	Apr 24, 2009	BB1063738
33	808-4300 Mayberry	Conversion of den into bedroom	Apr 24, 2009	BB1063739
59	1410-Mayberry	Installation of hardwood flooring	Apr 24, 2009	BB1063740
105	508-4105 Maywood	Replacement of linoleum with tile flooring in bathroom and kitchen	Apr 24, 2009	BB1063741
169	306-4200 Mayberry	Modifications to flooring	Apr 24, 2009	BB1063742
174	406-4200 Mayberry	Various modifications	Apr 24, 2009	BB1063743
178	504-4200 Mayberry	Installation of tile flooring	Apr 24, 2009	BB1063744
15	402-4300 Mayberry	Installation of laminate flooring	Mar 4, 2010	BB1454583
44	1010-4300 Mayberry	Installation of hardwood flooring in living room and bedrooms	Mar 4, 2010	BB1454584
58	1408-4300 Mayberry	Installation of laminate flooring	Mar 4, 2010	BB1454585
78	1808-4300 Mayberry	Installation of laminate flooring	Mar 4, 2010	BB1454586
84	1910-4300 Mayberry	Installation of bamboo flooring	Mar 4, 2010	BB1454587
117	802-4105 Maywood	Installation of laminate flooring	Mar 4, 2010	BB1454588
121	910-4105 Maywood	Installation of laminate flooring in living room, master bedroom and dining room	Mar 4, 2010	BB1454589
125	908-4105 Maywood	Installation of laminate flooring	Mar 4, 2010	BB1454590
132	1102-4105 Maywood	Installation of laminate flooring	Mar 4, 2010	BB1454591
133	1104-4105 Maywood	Installation of laminate flooring	Mar 4, 2010	BB1454592
137	1202-4105 Maywood	Installation of laminate flooring, replacement of cabinets, and installation of ceramic tile in bathroom and kitchen	Mar 4, 2010	BB1454593
154	1606-4105 Maywood	Installation of laminate flooring	Mar 4, 2010	BB1454594
171	410-4200 Mayberry	Installation of hardwood/laminate flooring	Mar 4, 2010	BB1454595
186	710-4200 Mayberry	Installation of laminate flooring	Mar 4, 2010	BB1454596
189	706-4200 Mayberry	Installation of hardwood flooring	Mar 4, 2010	BB1454597
194	806-4200 Mayberry	Installation of laminate flooring	Mar 4, 2010	BB1454598
199	906-4200 Mayberry	Installation of laminate flooring	Mar 4, 2010	BB1454599
216	1410-4200 Mayberry	Installation of laminate flooring and replacement of bathroom fans	Mar 4, 2010	BB1454600
225	1508-4200 Mayberry	Installation of laminate flooring	Mar 4, 2010	BB1454601
3	206-4300 Mayberry	Installation of ceramic tile in kitchen and entry hallway (including closet)	Apr 4, 2011	BB1750125
29	710-4300 Mayberry	Installation of laminate/hardwood flooring	Apr 4, 2011	BB1750126
70	1602-4300 Mayberry	Installation of laminate flooring	Apr 4, 2011	BB1750127
80	1802-4300 Mayberry	Various modifications	Apr 4, 2011	BB1750128
102	502-4105 Maywood	Various modifications	Apr 4, 2011	BB1750129
112	702-4105 Maywood	Installation of hardwood flooring, replace countertops in kitchen and bathroom, and replace one toilet tank	Apr 4, 2011	BB1750130

<b>Lot #</b>	<b>Address</b>	<b>Modification</b>	<b>Registration date</b>	<b>Registration # (bylaw)</b>
152	1602-4105 Maywood	Installation of wood flooring in living room and tile in kitchen	Apr 4, 2011	BB1750131
154	1606-4105 Maywood	Replace shower tiles, install new tiles in bathroom, laundry room and kitchen, install new eco-friendly toilet in bathroom, install new under-mount sinks in bathroom and kitchen, and install dishwasher	Apr 4, 2011	BB1750132
159	1706-4105 Maywood	Installation of hardwood flooring	Apr 4, 2011	BB1750133
192	802-4200 Mayberry	Installation of laminate flooring	Apr 4, 2011	BB1750134
196	910-4200 Mayberry	Installation of cork/bamboo flooring	Apr 4, 2011	BB1750135
205	1008-4200 Mayberry	Installation of laminate flooring	Apr 4, 2011	BB1750136
221	1510-4200 Mayberry	Installation of laminate flooring	Apr 4, 2011	BB1750137
223	1504-4200 Mayberry	Installation of pocket door/wall for den	Apr 4, 2011	BB1750138
158	1704-4105 Maywood	Installation of laminate flooring in living room, dining room, bedroom and den, and replacement of kitchen cabinets and countertop	Apr 20, 2012	CA2495796
191	810-4200 Mayberry	Installation of laminate flooring in dining room and entrance, and installation of baseboard	Apr 20, 2012	CA2495800
200	908-4200 Mayberry	Installation of French doors to enclose den area	Apr 20, 2012	CA2495804
206	1110-4200 Mayberry	Installation of hardwood/laminate flooring	Apr 20, 2012	CA2495809
15	402-4300 Mayberry	Changing of tile in bathrooms and laundry room, and replacement of old cabinets and sinks	Apr 3, 2013	CA3061003
49	1110-4300 Mayberry	Various renovations, including installation of laminate flooring in bedrooms	Apr 3, 2013	CA3061003
66	1604-4300 Mayberry	Installation of door to den area, and partial removal of wall between kitchen and living room	Apr 3, 2013	CA3061003
90	206-4105 Maywood	Removal of wall between kitchen and living room	Apr 3, 2013	CA3061003
114	706-4105 Maywood	Installation of laminate flooring, replacement of countertops and sink in kitchen and bathroom; and replacement of all appliances and toilet tank	Apr 3, 2013	CA3061003
144	1406-4105 Maywood	Installation of laminate/tile flooring in bedroom, hallway and living room, removal/replacement of wall tiling in kitchen, installation of cabinetry, countertops, sink and faucet in kitchen and bathroom, and removal/replacement of toilet in bathroom	Apr 3, 2013	CA3061003
206	1110-4200 Mayberry	Replacement of flooring, tiling, sink/countertops and cabinetry in bathroom	Apr 3, 2013	CA3061003
209	1106-4200 Mayberry	Installation of laminate flooring in bedroom and living room	Apr 3, 2013	CA3061003

<b>Lot #</b>	<b>Address</b>	<b>Modification</b>	<b>Registration date</b>	<b>Registration # (bylaw)</b>
7	306-4300 Mayberry	Installation of engineered bamboo flooring	Apr 1, 2014	CA3658732
23	608-4300 Mayberry	Replacement of bathtub with soaker tub (no jets or motor) and replacement of tiles and walls in bathroom	Apr 1, 2014	CA3658732
33	808-4300 Mayberry	Kitchen renovations, including partial removal of interior wall and installation of laminate flooring	Apr 1, 2014	CA3658732
50	1102-4300 Mayberry	Replacement of cabinetry and installation of tile flooring in both kitchen and bathroom, installation of laminate flooring in living room, dining room and bedrooms, and replacement of closet doors	Apr 1, 2014	CA3658732
69	1610-4300 Mayberry	Replacement of all washroom fixtures, installation of millwork counters, installation of wooden floors and removal of kitchen back wall	Apr 1, 2014	CA3658732
81	1904-4300 Mayberry	Installation of laminate flooring	Apr 1, 2014	CA3658732
97	402-4105 Maywood	Installation of laminate flooring	Apr 1, 2014	CA3658732
124	906-4105 Maywood	Installation of hardwood/laminate flooring in living room, dining room and hallway	Apr 1, 2014	CA3658732
192	802-4200 Mayberry	Replacement of flooring, tiling, sink/countertops and cabinetry in kitchen and bathroom areas, removal/replacement of toilet in bathrooms, and removal/replacement of tub in bathroom	Apr 1, 2014	CA3658732
202	1002-4200 Mayberry	Installation of hardwood flooring, and replacement of kitchen and bathroom cabinetry	Apr 1, 2014	CA3658732
206	1110-4200 Mayberry	Replacement of kitchen cabinetry	Apr 1, 2014	CA3658732
223	1504-4200 Mayberry	Installation of two (2) walls in strata lot	Apr 1, 2014	CA3658732
7	306-4300 Mayberry	Kitchen upgrades to include replacement of cabinets, appliances and countertops	Apr 22, 2015	CA4350246
8	308-4300 Mayberry	Bathroom renovations to include removal of bathtub and installation of walk-in shower, replacement of carpeting and installation of horizontal blinds, installation of new heat registers and electrical work, kitchen renovations to include replacement of interior doors and installation of closet organizers	Apr 22, 2015	CA4350246
87	208-4105 Maywood	Installation of laminate flooring in living room and bedrooms	Apr 22, 2015	CA4350246
166	310-4200 Mayberry	Installation of kitchen cabinets	Apr 22, 2015	CA4350246
215	1208-4200 Mayberry	Installation of laminate flooring and installation of wall(s) to close off den	Apr 22, 2015	CA4350246
2	204-4300 Mayberry	Installation of new kitchen cupboards and installation of laminate flooring	May 16, 2016	CA5186831

<b>Lot #</b>	<b>Address</b>	<b>Modification</b>	<b>Registration date</b>	<b>Registration # (bylaw)</b>
37	906-4300 Mayberry	Installation of doors on kitchen cupboards, countertops and backsplash, installation of tile flooring in kitchen hallway and bathroom	May 16, 2016	CA5186831
54	1210-4300 Mayberry	Removal and replacement of faucets, sinks and toilets in washrooms, removal and replacement of faucet and sink in kitchen and flooring, cabinets and interior alterations	May 16, 2016	CA5186831
56	1404-4300 Mayberry	Various modifications	May 16, 2016	CA5186831
75	1702-4300 Mayberry	Installation of laminate flooring and replacement of toilet	May 16, 2016	CA5186831
115	708 4105 Maywood	Installation of engineered hardwood flooring in two rooms	May 16, 2016	CA5186831
122	902-4105 Maywood	Installation of laminate flooring throughout unit	May 16, 2016	CA5186831
131	1110-4105 Maywood	Various modifications to unit including electric, plumbing and installation of laminate flooring replace cabinet, sink bathtub, wall tile and toilet	May 16, 2016	CA5186831
197	902-4200 Mayberry	Installation of vinyl flooring	May 16, 2016	CA5186831
201	1010-4200 Mayberry	Flooring change (vinyl sheeting to be laid in hallway)	May 16, 2016	CA5186831
38	908-4300 Mayberry	Installation of laminate flooring; replacing cabinet in bathroom	May 5, 2017	CA5978617
57	1406-4300 Mayberry	Installation of laminate flooring; install new bathroom fixtures, wall and floor tiles; and install new kitchen cabinets and countertops	May 5, 2017	CA5978617
91	310-4105 Maywood	Installation of laminate flooring	May 5, 2017	CA5978617
105	508-4105 Maywood	Installation of tile on balcony	May 5, 2017	CA5978617
225	1508-4200 Mayberry	Various interior alterations as outlined in emailed submission of July 20, 2016 and scope of work/PDF drawing dated September 6, 2016	May 5, 2017	CA5978617
36	904-4300 Mayberry	Replaced bathtub, bathtub door, tile, vanity and faucet; put new tile on balcony floor	April 20, 2018	CA6750033
37	906-4300 Mayberry	Installation of laminate flooring	April 20, 2018	CA6750033
40	902-4300 Mayberry	Installation of laminate flooring, and replacement of bathroom wall tiles	April 20, 2018	CA6750033
43	1008-4300 Mayberry	Installation of laminate flooring	April 20, 2018	CA6750033

<b>Lot #</b>	<b>Address</b>	<b>Modification</b>	<b>Registration date</b>	<b>Registration # (bylaw)</b>
149	1506-4105 Maywood	Installation of laminate flooring throughout main living area, installation of vinyl flooring in bathroom, laundry and utility room, replacement of carpet in bedroom	April 20, 2018	CA6750033
197	902-4200 Mayberry	Carpet replacement with laminate flooring, bathroom cabinet repairs, bathroom tile replacement, bathroom equipment replacement	April 20, 2018	CA6750033
32	806-4300 Mayberry	Bathroom renovations	April 15, 2019	CA7448207
61	1504-4300 Mayberry	Installation of laminate flooring; enclosure of den; replacement of kitchen cabinets and countertop; replacement of bathroom vanity	April 15, 2019	CA7448207
62	1506-4300 Mayberry	Various interior modifications	April 15, 2019	CA7448207
71	1704-4300 Mayberry	Kitchen renovations	April 15, 2019	CA7448207
136	1210-4105 Maywood	Installation of new flooring, adding two sliding doors to dining area	April 15, 2019	CA7448207
138	1204-4105 Maywood	Carpet replacement with laminate flooring throughout living areas and tile flooring in bathroom and kitchen; replacement of kitchen appliances; replacement of kitchen and bathroom cabinets and countertops; replacement of bathroom and kitchen fixtures; replacement of bathroom shower tile with new tile surround; replacement of den entryway door	April 15, 2019	CA7448207
139	1206-4105 Maywood	Installation of laminate flooring in bedroom, living room and dining room	April 15, 2019	CA7448207
145	1408-4105 Maywood	Installation of hardwood flooring in den, living room and bedroom	April 15, 2019	CA7448207
213	1204-4200 Mayberry	Replacement of tile in washroom; replacement of bathtub, sink, toilet and cabinetry in bathroom; replacement of kitchen flooring, cabinetry and skink; installation of new wooden flooring throughout strata lot	April 15, 2019	CA7448207
224	1506-4200 Mayberry	Installation of laminate flooring	April 15, 2019	CA7448207

# STRATA PLAN NW 524 - TIMES SQUARE

## SCHEDULE B

### PARKING ASSIGNMENTS

#### TOWER I - 4300 Mayberry Street

UNIT #	LOT #	STALL #		UNIT #	LOT #	STALL #
102	1	334		1008	43	76
202	5	78		1010	44	119
204	2	274		1102	50	62
206	3	342		1104	46	61
208	4	344		1106	47	111
302	10	332		1108	48	358
304	6	354		1110	49	112
306	7	341		1202	55	113
308	8	353		1204	51	103
310	9	356		1206	52	11
402	15	340		1208	53	99
404	11	339		1210	54	30
406	12	333		1402	60	63
408	13	292		1404	56	20
410	14	346		1406	57	19
502	20	337		1408	58	15
504	16	351		1410	59	14
506	17	355		1502	65	10
508	18	349		1504	61	60
510	19	347		1506	62	59
602	25	335		1508	63	16
604	21	255		1510	64	81
606	22	106		1602	70	100
608	23	109		1604	66	77
610	24	110		1606	67	82
702	30	105		1608	68	338
704	26	343		1610	69	24
706	27	97		1702	75	18
708	28	88		1704	71	253
710	29	87		1706	72	80
802	35	70		1708	73	21
804	31	72		1710	74	22
806	32	73		1802	80	58
808	33	71		1804	76	6
810	34	64		1806	77	29
902	40	86		1808	78	27
904	36	98		1810	79	79
906	37	85		1902	85	23
908	38	290		1904	81	26
910	39	75		1906	82	13
1002	45	89		1908	83	3
1004	41	84		1910	84	4
1006	42	83				



# STRATA PLAN NW 524 - TIMES SQUARE

## SCHEDULE B

## PARKING ASSIGNMENTS

## TOWER II - 4105 Maywood Street

[illegible]

# STRATA PLAN NW 524 - TIMES SQUARE

## SCHEDULE B

## PARKING ASSIGNMENTS

## TOWER III – 4200 Mayberry Street

[illegible]

**STRATA PLAN NW 524 – TIMES SQUARE**  
**SCHEDULE C**  
**STORAGE LOCKERS**

*(Adopted by ¾ vote resolution by the owners on February 26, 2013)*

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1. In this bylaw, the following terms will have the following meaning:
  - a) **"Storage Locker"** means a storage locker located in one of the Storage Locker Areas;
  - b) **"Storage Locker Areas"** means those common property areas shown on the Strata Plan as "Storage Lockers" and located in the following areas:
    - (i) in the lower basement and upper basement of Tower 1;
    - (ii) in the lower basement and upper basement of Tower 2; and
    - (iii) in the upper basement of Tower 3.
  - c) **"Strata Council"** means the duly elected Strata Council of the Strata Corporation;
  - d) **"Strata Lot"** means a lot shown on the Strata Plan.
2. The Strata Council will at all times cause one Storage Locker to be assigned for the exclusive use of each Strata Lot.
3. The Strata Council will have the discretion to determine which Storage Locker is assigned to each Strata Lot, provided that:
  - (a) the Strata Lots in Tower 1 will be assigned a Storage Locker in Tower 1 and Tower 2;
  - (b) the Strata Lots in Tower 2 will be assigned a Storage Locker in Tower 2; and
  - (c) the Strata Lots in Tower 3 will be assigned a Storage Locker in Tower 3.
4. The Strata Council will maintain a list of those Storage Lockers which have been assigned to each Strata Lot and will update the list each time there is an assignment.

# **STRATA PLAN NW 524 - TIMES SQUARE**

## **RULES AND REGULATIONS**

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### **Enforcement of Bylaws**

The procedure for enforcement of the Bylaws and Rules shall be as follows:

1. Violation of the Bylaws and Rules and Regulations in effect shall be brought to the attention of the Strata Council via written communication, and sent to the Managing Agent, stating the dates, times and nature of the violation.
2. The violator shall then be given notice that continued violation of the Bylaws and/or Rules will result in the imposition of a penalty.
3. In the event of continued violation of the Bylaws and Rules, the Managing Agent shall advise the violator that the continued violation has been noted and that the penalty will be imposed upon the Owner of the Strata Lot.
4. Each instance of a violation which requires attendance of the Managing Agent may result in the imposition of a fine, notwithstanding the fact that a violation may be a continuing violation.
5. Penalties imposed under these Rules shall be payable to the Strata Corporation, and the penalties become due and payable upon demand, upon the passing of a resolution to that effect by a simple majority of the Council.

The penalties for violation of the Bylaws and Rules cannot exceed the amount set out in the Bylaws. If Council must resort to collection proceedings in order to collect a duly levied penalty, the Owner against whom the penalty was assessed will be required to pay the costs of collection.

Continued violations of the Bylaws and Rules can result in a series of penalties for what may appear to be the same "offence".

Owners who rent out their Strata Lots are urged, in their own best interest, to see that they have obtained a "Form K", properly signed by the tenant as required under the Strata Property Act, in order to ensure that their tenants are obliged to abide by the Bylaws. Owners are liable to the Strata Corporation for the acts of their tenants, and Owners will have no remedies against their tenants if they have not obtained a signed "Form K".

### **Carpentry Room** *(P1 Level, 4300 Mayberry Street)*

For the betterment, safety and enjoyment of all residents, the following rules and regulations apply to this area:

1. Use of this area for the Residents of Times Square ONLY.
2. No smoking, eating or alcoholic beverages in this area.
3. No animals permitted in this area.

4. Persons under the age of 16 are not permitted to use this area unless accompanied by an adult resident.
5. Persons causing damage to this area will immediately report such damage to the Resident Caretakers or Managing Agents.
6. Persons noting a breach or abuse of this area shall immediately report such incident to the Resident Caretakers or Managing Agents in writing and signed by the complainant.
7. Persons noting normal wear and tear matters which require attention shall immediately report such items to the Resident Caretakers or Managing Agents.
8. Persons using these facilities will ensure:
  - a) that access doors are locked at all times;
  - b) that all power tools are unplugged before leaving the area;
  - c) that the area is cleaned up before leaving;
  - d) and that care has been taken to eliminate dust being tracked from the area.
9. HOURS: Open 8:00 a.m. - 10:00 p.m., except for the use of power tools which is restricted to 10:00 a.m. to 9:00 p.m. *(Amended by a majority resolution by the owners on March 3, 2005)*  
ENTRY: Via Common Area key.
10. Persons breaching the above rules and regulations are subject to fine and/or removal of privileges of these facilities, in accordance with the Strata Corporation bylaws.

<p><b><i>PERSONS USING THIS FACILITY DO SO AT THEIR OWN RISK AND RELEASE AND INDEMNIFY THE STRATA CORPORATION AND THE MANAGING AGENTS FROM ANY AND ALL CLAIMS ARISING FROM THE USE OF THIS FACILITY.</i></b></p>
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**Exercise Room** *(Top Floor, 4105 Maywood Street)*

For the betterment, safety and enjoyment of all residents, the following rules and regulations apply to this area:

1. Use of this area for Residents and up to one guest of Times Square ONLY. Residents must accompany their guests.
2. No smoking, eating or alcoholic beverages in this area.
3. Wearing of wet swimming apparel not permitted in this area.
4. Persons under the age of 16 are not permitted to use this area unless accompanied by an adult resident.
5. No animals permitted in this area.

6. Persons causing damage to this facility shall immediately report such incident to the Resident Caretakers or Managing Agents.
7. Persons noting a breach or abuse of this area shall immediately report such incident to the Resident Caretakers or Managing Agents in writing and signed by the complainant.
8. Persons noting normal wear and tear matters which require attention shall immediately report such items to the Resident Caretakers or Managing Agents.
9. Persons using these facilities will ensure that the access doors are locked and all power and lighting is OFF when leaving the area.
10. Persons using these facilities will not prolong use beyond a reasonable period of time if others are waiting.
11. All equipment shall be restored to its original place when the facility is no longer in use.
12. HOURS: 8:00 a.m. - 10:00 p.m. *(Amended by a majority resolution by the owners on March 3, 2005)*  
  
ENTRY: Via Common Area key
13. Persons breaching the above rules and regulations are subject to fine and/or removal of privileges of these facilities in accordance with the Strata Corporation bylaws.

**PERSONS USING THIS FACILITY DO SO AT THEIR OWN RISK AND RELEASE AND INDEMNIFY THE STRATA CORPORATION AND THE MANAGING AGENTS FROM ANY AND ALL CLAIMS ARISING FROM THE USE OF THE FACILITY.**

**Reading Lounge & Card Room**

**READING LOUNGE:** Top Floor, 4200 Mayberry Street

**CARD ROOM:** Top Floor, 4300 Mayberry Street

For the betterment, safety and enjoyment of all Residents, the following rules and regulations apply to this area:

1. Use of this area for the Residents and their guests of Times Square ONLY.
2. Guests of Residents using these facilities must at all times be accompanied by the Residents.
3. No smoking, eating or alcoholic beverages in this area.
4. Wearing of swimming apparel not permitted in this area.
5. Persons under the age of 16 not permitted to use this area unless accompanied by an adult resident.

6. No radios or sound reproductive equipment shall be permitted.
7. No animals permitted in this area.
8. Persons causing damage to these facilities will immediately report such damage to the Resident Caretakers or the Managing Agents.
9. Persons noting a breach or abuse of this area shall immediately report such incident to the Resident Caretakers or the Managing Agents in writing and signed by complainant.
10. Persons noting normal wear and tear matters which require attention shall immediately report such items to the Resident Caretakers or Managing Agents.
11. HOURS: 8:00 a.m. - 10:00 p.m.  
ENTRY: Via Common Area key
12. Persons breaching the above rules and regulations are subject to a removal of privileges of these facilities.

<p><i>PERSONS USING THIS FACILITY DO SO AT THEIR OWN RISK AND RELEASE AND INDEMNIFY THE STRATA CORPORATION AND THE MANAGING AGENTS FROM ANY AND ALL CLAIMS ARISING FROM THE USE OF THIS FACILITY.</i></p>
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**Games Room** (Main floor, 4105 Maywood Street)

For the betterment, safety and enjoyment of all Resident/Owners, the following interim rules and regulations apply to this area:

1. Use of this area for Residents and their guests of Times Square ONLY.
2. Guests of Residents using these facilities must at all times be accompanied by the Residents.
3. No smoking, eating or alcoholic beverages in this area.
4. Persons under the age of 16 are not permitted to use this area unless accompanied by an adult resident.
5. No radios or sound reproductive equipment shall be permitted.
6. No animals permitted in this area.
7. Persons causing damage to this facility shall immediately report such damage to the Resident Caretakers or the Managing Agents.
8. Persons noting a breach or abuse of this area shall immediately report such incident to the Resident Caretakers or Managing Agents in writing and signed by the complainant.

9. Persons noting normal wear and tear matters which require attention shall immediately report such items to the Resident Caretakers or Managing Agents.
10. Persons using this facility shall:
  - a) Not play more than one game when other persons are waiting to play.
  - b) Restore the pool table cover in a proper fashion, restore the cue balls to the designated area, when finished.
11. Persons waiting for players to finish shall respect their enjoyment of the facility.
12. No more than four persons to play pool or snooker at one time.
13. HOURS: 10:00 a.m. - 10:00 p.m. *(Amended by a majority resolution by the owners on March 3, 2005)*  
  
ENTRY: Via Common Area key.
14. Persons breaching the above rules and regulations are subject to removal of privileges of these facilities.

**PERSONS USING THIS FACILITY DO SO AT THEIR OWN RISK AND RELEASE AND INDEMNIFY THE STRATA CORPORATION AND THE MANAGING AGENTS FROM ANY AND ALL CLAIMS ARISING FROM THE USE OF THIS FACILITY.**

**Hot Tub & Sauna** *(Top floor of all three buildings)*

**NO PERSON SHALL ENTER A POOL WHO:**

1. is intoxicated
2. has not had a cleansing shower
3. is obviously ill
4. has open wounds or sores
5. is wearing a bandage
6. has sore or infected eyes
7. has discharging ears or nose
8. is not wearing clean or proper bathing attire (cut-offs are not permitted)
9. is under 16 years of age, unless accompanied by an adult resident

**WHILE IN THE POOL AREA, NO PERSON SHALL:**

10. eat, drink or smoke
11. carry glass containers of any kind
12. push or run in pool area
13. use the facilities other than within the given hours of use of the pool as posted
14. behave in a boisterous or belligerent manner



**ACCIDENTS MUST BE REPORTED TO MANAGEMENT IMMEDIATELY  
USE OF FACILITIES AT YOUR OWN RISK**

In compliance with the Rules and Regulations adopted by the Strata Corporation, the following Rules and Regulations also apply:

1. Use of these areas for Residents and their guests of Times Square ONLY.
2. Guests of Residents using these facilities (numbering no more than two) must at all times be accompanied by the resident.
3. For one's own protection, the prescribed time in the jacuzzi should not be longer than 15 minutes.
4.
  - a) Bathing apparel shall not be worn outside of this area.
  - b) Proper bathing apparel shall be worn at all times. (cut-offs are not considered proper apparel).
5. Co-ed saunas are prohibited.
6. No radios or sound reproductive equipment shall be permitted.
7. No animals permitted in this area.
8. Persons causing damage to these facilities shall immediately report such damage to the Resident Caretakers or Managing Agents.
9. Persons noting a breach or abuse of this area shall immediately report such incidents to the Resident Caretakers or Managing Agents in writing and signed by the complainant.
10. Persons noting normal wear and tear matters which require attention shall immediately report such items to the Resident Caretakers or Managing Agents.
11.
  - a) Resident and visitors shall at all times comply with the posted Regulations within these areas.
  - b) Persons using these facilities must respect the privacy and enjoyment of others.
12. A cleansing shower is to be taken within the recreation shower facilities before entering the swirl pool and when leaving the sauna to return to the pool.
13. With regard to the above facilities, persons shall wear proper footwear to and from their suites.
14. HOURS: OPEN: 10:00 a.m. - 10:00 p.m. *(Amended by a majority resolution by the owners on March 3, 2005)*  
ENTRY: Via Common Area key.

15. Persons breaching the above Rules and Regulations are subject to fine and/or removal of privileges of the facilities in accordance with the Strata Corporation bylaws.

*PERSONS USING THIS FACILITY DO SO AT THEIR OWN RISK AND RELEASE AND INDEMNIFY THE STRATA CORPORATION AND THE MANAGING AGENTS FROM ANY AND ALL CLAIMS ARISING FROM THE USE OF THIS FACILITY.*

**Party Room** (Ground floor, 4200 Mayberry Street)

For the betterment, safety and enjoyment of all Residents the following Rules and Regulations apply to this area:

1. Use of this area is for Residents and their guests of Times Square ONLY.
2. Guests of Residents using these facilities must at all times be accompanied by the Resident.
3. Drinking within reason is permitted in this area but not smoking.
4. Persons under the age of 16 are not permitted to use this area unless accompanied by an adult resident.
5. No other sound equipment will be used in this area other than that which is provided in the Party Room by the Strata Corporation and the person booking the Party Room will be responsible for any damages incurred to the sound equipment.
6. No animals are permitted in this area.
7. Persons causing damage to these facilities will immediately report such damage to the Resident Caretakers or the Managing Agents.
8. Persons noting a breach or abuse of this area shall immediately report such incident to the Resident Caretakers or Managing Agents.
9. Persons noting wear and tear matters which require attention shall immediately report such items to the Resident Caretaker or Managing Agents.
10. A fee of \$100.00 will be charged for rental of the Party Room. Two cheques, one for \$25.00 and the other for \$75.00, will be given to the Resident Caretaker. The cheque for \$75.00 will be returned according to the Party Room Contract.
11. Any resultant damage repair costs will be charged to the individual Owner's Strata Lot.
12. It is the OWNER'S responsibility to ensure that the Party Room is cleaned by 12 noon of the day following the social function, and any extraordinary cleaning costs will be billed at a cost of \$25.00 per hour.
13. Owners are responsible for their guests' actions. Please ensure that your guests leave quietly.

14. HOURS:     OPEN UPON RESERVATION ONLY  
12:00 Noon - 1:00 a.m.  
Music off at midnight and use of the room to cease at 1:00 a.m.
15. Persons using the Party Room must acknowledge Division 1, Section 3 - 25 (a) of the Strata Corporation's Bylaws, which reads:  
  
*"An Owner shall not permit the occupant of his Strata Lot or any guest to make undue noise in or about any Strata Lot or common property or to do anything which will interfere unreasonably with any other Owner and/or resident".*
16. Persons breaching the above Rules and Regulations are subject to fine and/or removal of privileges of the facilities, in accordance with the Strata Corporation Bylaws.

**PERSONS USING THE FACILITY DO SO AT THEIR OWN RISK AND RELEASE AND INDEMNIFY THE STRATA CORPORATION AND THE MANAGING AGENTS FROM ANY AND ALL CLAIMS ARISING FROM THE USE OF THIS FACILITY.**

**Garbage Disposal**

1. The garbage chute is limited to use between the hours of 8:00 a.m. to 9:00 p.m. daily.
2. The garbage chute is for soft garbage ONLY, which must be firmly wrapped or double bagged so that it will not break within the chute.
3. The garbage chute systems in Times Square are not designed to take bottles, loose garbage or boxes.
4. Newspapers, magazines, cans and glass or plastic containers (1, 2, 4, 5) are to be taken down to the blue recycling bins and not sent down the garbage chute.
5. Do not place articles in garbage chute access rooms, staircases or hallways on each floor.

**YOUR HELP IS NEEDED TO PREVENT INFESTATION OF THE BUILDING AND TO MAINTAIN THE BUILDING TO THE HIGHEST STANDARDS OF CLEANLINESS.**

**Laundry Room** (Ground floor of all three buildings)

1. All users are requested to leave washing machines and dryer filters clean for the next user.
2. Fluffy rugs are not to be laundered in the machines.
3. All laundry must be removed from the machines as soon as possible after the termination of the washing or drying cycle.

4. No one shall use more than one washer and one dryer if others are waiting to use the machines.
5. The machines are to be loaded only up to their recommended level and the proper amount of detergent is to be used at all times.
6. The laundry room is to be used by Residents of the building ONLY and is restricted to washing and drying clothes. IRONING and other activities are prohibited.
7. Any problems with the washers or dryers are to be referred to the Resident Caretaker.

**Balconies**

1. Owners wishing to install plant material on their balconies may do so, subject to such material being contained to the inside of the balcony enclosure, so that it does not intrude onto the outside facing of the balcony above or below the Strata Lot in any way.
2. Owners must ensure that all hanging plants are a minimum of three (3) feet from the edge of the building.
3. Owners must ensure that flower baskets are always maintained to the inside of the balcony and not situated on the balcony ledge or the outside of the balcony.
4. No patio lights are permitted to be installed in such a way that they are visible from the outside of the building.
5. Hosing down the balcony is not permitted. Water must be mopped up after any cleaning.

**Hazardous Acts or Materials**

1. No combustible, flammable or other dangerous materials, except for a small amount of paint, may be stored in the strata lots or designated storage lockers.
2. No Owner/tenant shall do anything or permit anything to be done by their agent, guests, children or tenants that would increase the risk of fire or the rate of fire insurance on the building.
3. Owners/tenants with waterbed(s) shall carry adequate insurance coverage with respect to damage caused by their waterbed(s). Any damage caused by a leaking waterbed shall be the responsibility of the Strata Lot Owner.
4. In the event of an emergency emanating from a strata lot whose Owner/tenant cannot be contacted, access for the protection of common property or safety may be gained by force at the Strata Lot Owner's expense.

5. All suspected gas leaks shall be reported immediately to BC Gas. All other leaks, such as water, shall be reported to the Resident Caretaker and/or Managing Agents.
6. An Owner/tenant shall not allow his Strata Lot to become unsanitary or create a health hazard, and if so deemed by the Strata Council or the City Health Department, then the Strata Council shall take all necessary steps to render the Strata Lot sanitary or acceptable to the City Health Department. The cost of any such clean up shall be at the expense of the Strata Lot Owner.

### **Noise**

1. No noise shall be made in or about any Strata Lot or the common property which in the opinion of the Strata Council is a nuisance or unreasonably interferes with the use and enjoyment of any other Strata Lot by its occupants. Bylaws covering noise disturbances and public nuisance shall apply to all Owners, tenants or visitors.
2. No resident shall use their garburator, compactor, clothes washer, dryer, vacuum cleaner or dishwasher between the hours of 10:00 p.m. and 8:00 a.m.
3. To be considerate of others, no one shall create noise (such as repeatedly allowing doors to slam) that will cause annoyance to other residents.
4. All residents will respect other residents' comfort by maintaining a low noise level when using television, radio, stereo and video equipment or other electrical appliances.
5. Interior renovations or repairs to strata lots that will result in noise are restricted to the hours between 8:00 am and 8:00 pm daily. *(Adopted by a majority resolution by the owners on March 3, 2005)*

### **Seasonal Decorations**

Christmas lights may be installed on the exterior of the Strata Lot providing that such installation does not damage the exterior structure of that Strata Lot or the common property in any way. If damage should occur it will be the full responsibility of the Owner of the Strata Lot to repair. Christmas lights cannot be installed prior to the 1<sup>st</sup> day of December, and must be removed by the last day of January in the subsequent year.

### **Security of the Buildings**

1. No Owner/Tenant or guest shall let another person into the building by way of the intercom or when entering the building themselves, unless that person is known personally to them. This applies particularly to persons claiming to be trades persons or delivery persons, since there is no reason for them to be entering the building unless the person they are calling upon is at home.
2. An Owner/Tenant is responsible for any damage done to any Strata Lot property by their guests, children, visitors or tenants.

3. An Owner/Tenant shall report to the police or the Resident Caretaker any suspicious person(s) they see in or around the strata property.
4. All door keys to locks on common property are common property and may be made and issued only by the Strata Corporation.
5. Additional keys may be obtained at any time by paying a charge to the Corporation equal to the cost of the key, plus an administration fee of \$25.00, and a record kept of who is in possession.
6. All keys lost or stolen shall be reported to the Council.
7. If any Owner, resident or guest is found using an unauthorized copy of the common property key, the Owner of the Lot shall be assessed a maximum fine of \$50.00 and may, if the breach appears serious enough in the judgment of the Council, be assessed the cost of changing all common property locks and the resultant reissue of keys to all Owners.

**Parking**

1. THE FOLLOWING INFRACTIONS WILL RESULT IN A VEHICLE BEING REMOVED AT THE OWNER'S RISK AND EXPENSE:
  - a) Parking in a NO PARKING zone.
  - b) Parking in front of the entrance to any building or any emergency vehicle area.
  - c) Parking in any roadway area.
  - d) Resident vehicle parked in visitor area located above ground.
  - e) Visitor vehicle parked in resident area located below ground.
  - f) Any parked vehicle within the underground without a decal.
2. Vehicle maintenance (e.g. washing) shall be carried out in the designated car wash area only, located on the P2 level of the garage. An electrical outlet is provided in stall #250 for vacuuming vehicles. Vehicles may be parked in stall #250 for the purpose of vacuuming only. *(Adopted by majority resolution by the owners on March 25, 2004)*
3. Speed limit as posted above ground and underground is 10 km/h. This limit must be adhered to.
4. All vehicles must maintain at minimum storage insurance with the minimum allowable 3<sup>rd</sup> party liability coverage offered by the Insurance Corporation of British Columbia.
5. Uninsured vehicles shall be documented by the Managing Agent on a regular basis and notices issued to the respective vehicle Owners. Those Owners shall provide

- the Managing Agent with a copy of the insurance coverage in force on the said vehicle, not more than seven (7) days after receiving said notice. Any Owners who do not comply with supplying a copy of the insurance coverage risk having a fine levied not to exceed \$50.00, as outlined in the Strata Corporation's Bylaws, and/or having vehicles removed from the property at the vehicle owner's risk and expense.
6. All Owners are to ensure their vehicles do not leak oil onto the concrete surface of the parking garage, causing safety and maintenance hazards. An Owner cited by the Managing Agent shall clean up any oil spills within seven (7) days of receipt of notice. A vehicle leaking an excessive amount of oil (to be determined at the Strata Council's discretion) will be required to be parked outside on the street until such time as repairs have been performed to the vehicle to remedy the problem.
  7. In order to maintain building cleanliness and to prevent undue clutter in the parking area, no storage is allowed in parking stalls. Owners receiving a citation regarding storage will be required to remove the stored items within seven (7) days of said notice or have the items removed and disposed of, with all costs incurred being charged back to the strata lot Owner.
  8. *Vehicle identification:* Residents occupying vehicle spaces will each receive a number decal issued by the Strata Corporation. This decal must be placed on the lower right hand side of the vehicle front window. When disposing of a vehicle or when moving, please remove the decal. New decals are available when changing vehicles. Controls are established by pre-numbering each decal. The dual purpose of decals is to ensure residents are parking in areas as assigned and vehicles can be identified to specific Strata Lots.
  9. *Traffic patterns:* The approved traffic patterns (driving on the right) must be adhered to at all times. *(Amended by a majority resolution by the owners on March 3, 2005)*
  10. Vehicles or motorcycles with faulty or loud muffler systems could be denied use of parking areas.
  11. No one shall park, or leave unattended, or cause to be parked or left unattended, any vehicle in such a position that it interferes or infringes upon other parking spaces. Nor shall a vehicle be left in such a way that it blocks or infringes on access lanes or "no parking" zones.
  12. The use of vehicle horns in the parking areas is prohibited except in such cases where the horn is required to prevent collision.
  13. Watercraft of any kind are not permitted to be parked or stored on the common property, excepting sailboards, surfboards, canoes, kayaks, car-top boats or similar, and these only with written permission of Council.

<p><b>MAXIMUM HEIGHT CLEARANCE FOR VEHICLES IN UNDERGROUND PARKING IS 2 METERS (6' -8")</b></p>
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# **STRATA PLAN NW 524 - TIMES SQUARE**

## **RULES AND REGULATIONS**

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### **Enforcement of Bylaws**

The procedure for enforcement of the Bylaws and Rules shall be as follows:

1. Violation of the Bylaws and Rules and Regulations in effect shall be brought to the attention of the Strata Council via written communication, and sent to the Managing Agent, stating the dates, times and nature of the violation.
2. The violator shall then be given notice that continued violation of the Bylaws and/or Rules will result in the imposition of a penalty.
3. In the event of continued violation of the Bylaws and Rules, the Managing Agent shall advise the violator that the continued violation has been noted and that the penalty will be imposed upon the Owner of the Strata Lot.
4. Each instance of a violation which requires attendance of the Managing Agent may result in the imposition of a fine, notwithstanding the fact that a violation may be a continuing violation.
5. Penalties imposed under these Rules shall be payable to the Strata Corporation, and the penalties become due and payable upon demand, upon the passing of a resolution to that effect by a simple majority of the Council.

The penalties for violation of the Bylaws and Rules cannot exceed the amount set out in the Bylaws. If Council must resort to collection proceedings in order to collect a duly levied penalty, the Owner against whom the penalty was assessed will be required to pay the costs of collection.

Continued violations of the Bylaws and Rules can result in a series of penalties for what may appear to be the same "offence".

Owners who rent out their Strata Lots are urged, in their own best interest, to see that they have obtained a "Form K", properly signed by the tenant as required under the Strata Property Act, in order to ensure that their tenants are obliged to abide by the Bylaws. Owners are liable to the Strata Corporation for the acts of their tenants, and Owners will have no remedies against their tenants if they have not obtained a signed "Form K".

### **Carpentry Room** (P1 Level, 4300 Mayberry Street)

For the betterment, safety and enjoyment of all residents, the following rules and regulations apply to this area:

1. Use of this area for the Residents of Times Square ONLY.
2. No smoking, eating or alcoholic beverages in this area.
3. No animals permitted in this area.



4. Persons under the age of 16 are not permitted to use this area unless accompanied by an adult resident.
5. Persons causing damage to this area will immediately report such damage to the Resident Caretakers or Managing Agents.
6. Persons noting a breach or abuse of this area shall immediately report such incident to the Resident Caretakers or Managing Agents in writing and signed by the complainant.
7. Persons noting normal wear and tear matters which require attention shall immediately report such items to the Resident Caretakers or Managing Agents.
8. Persons using these facilities will ensure:
  - a) that access doors are locked at all times;
  - b) that all power tools are unplugged before leaving the area;
  - c) that the area is cleaned up before leaving;
  - d) and that care has been taken to eliminate dust being tracked from the area.
9. HOURS: Open 8:00 a.m. - 10:00 p.m., except for the use of power tools which is restricted to 10:00 a.m. to 9:00 p.m. *(Amended by a majority resolution by the owners on March 3, 2005)*  
ENTRY: Via Common Area key.
10. Persons breaching the above rules and regulations are subject to fine and/or removal of privileges of these facilities, in accordance with the Strata Corporation bylaws.

**PERSONS USING THIS FACILITY DO SO AT THEIR OWN RISK AND RELEASE AND INDEMNIFY THE STRATA CORPORATION AND THE MANAGING AGENTS FROM ANY AND ALL CLAIMS ARISING FROM THE USE OF THIS FACILITY.**

**Exercise Room** (Top Floor, 4105 Maywood Street)

For the betterment, safety and enjoyment of all residents, the following rules and regulations apply to this area:

1. Use of this area for Residents and up to one guest of Times Square ONLY. Residents must accompany their guests.
2. No smoking, eating or alcoholic beverages in this area.
3. Wearing of wet swimming apparel not permitted in this area.
4. Persons under the age of 16 are not permitted to use this area unless accompanied by an adult resident.
5. No animals permitted in this area.

6. Persons causing damage to this facility shall immediately report such incident to the Resident Caretakers or Managing Agents.
7. Persons noting a breach or abuse of this area shall immediately report such incident to the Resident Caretakers or Managing Agents in writing and signed by the complainant.
8. Persons noting normal wear and tear matters which require attention shall immediately report such items to the Resident Caretakers or Managing Agents.
9. Persons using these facilities will ensure that the access doors are locked and all power and lighting is OFF when leaving the area.
10. Persons using these facilities will not prolong use beyond a reasonable period of time if others are waiting.
11. All equipment shall be restored to its original place when the facility is no longer in use.
12. HOURS: 8:00 a.m. - 10:00 p.m. *(Amended by a majority resolution by the owners on March 3, 2005)*  
  
ENTRY: Via Common Area key
13. Persons breaching the above rules and regulations are subject to fine and/or removal of privileges of these facilities in accordance with the Strata Corporation bylaws.

***PERSONS USING THIS FACILITY DO SO AT THEIR OWN RISK AND RELEASE AND INDEMNIFY THE STRATA CORPORATION AND THE MANAGING AGENTS FROM ANY AND ALL CLAIMS ARISING FROM THE USE OF THE FACILITY.***

**Reading Lounge & Card Room**

*READING LOUNGE: Top Floor, 4200 Mayberry Street*

*CARD ROOM: Top Floor, 4300 Mayberry Street*

For the betterment, safety and enjoyment of all Residents, the following rules and regulations apply to this area:

1. Use of this area for the Residents and their guests of Times Square ONLY.
2. Guests of Residents using these facilities must at all times be accompanied by the Residents.
3. No smoking, eating or alcoholic beverages in this area.
4. Wearing of swimming apparel not permitted in this area.
5. Persons under the age of 16 not permitted to use this area unless accompanied by an adult resident.

6. No radios or sound reproductive equipment shall be permitted.
7. No animals permitted in this area.
8. Persons causing damage to these facilities will immediately report such damage to the Resident Caretakers or the Managing Agents.
9. Persons noting a breach or abuse of this area shall immediately report such incident to the Resident Caretakers or the Managing Agents in writing and signed by complainant.
10. Persons noting normal wear and tear matters which require attention shall immediately report such items to the Resident Caretakers or Managing Agents.
11. HOURS: 8:00 a.m. - 10:00 p.m.  
ENTRY: Via Common Area key
12. Persons breaching the above rules and regulations are subject to a removal of privileges of these facilities.

<p><i>PERSONS USING THIS FACILITY DO SO AT THEIR OWN RISK AND RELEASE AND INDEMNIFY THE STRATA CORPORATION AND THE MANAGING AGENTS FROM ANY AND ALL CLAIMS ARISING FROM THE USE OF THIS FACILITY.</i></p>
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**Games Room** (Main floor, 4105 Maywood Street)

For the betterment, safety and enjoyment of all Resident/Owners, the following interim rules and regulations apply to this area:

1. Use of this area for Residents and their guests of Times Square ONLY.
2. Guests of Residents using these facilities must at all times be accompanied by the Residents.
3. No smoking, eating or alcoholic beverages in this area.
4. Persons under the age of 16 are not permitted to use this area unless accompanied by an adult resident.
5. No radios or sound reproductive equipment shall be permitted.
6. No animals permitted in this area.
7. Persons causing damage to this facility shall immediately report such damage to the Resident Caretakers or the Managing Agents.
8. Persons noting a breach or abuse of this area shall immediately report such incident to the Resident Caretakers or Managing Agents in writing and signed by the complainant.

9. Persons noting normal wear and tear matters which require attention shall immediately report such items to the Resident Caretakers or Managing Agents.
10. Persons using this facility shall:
  - a) Not play more than one game when other persons are waiting to play.
  - b) Restore the pool table cover in a proper fashion, restore the cue balls to the designated area, when finished.
11. Persons waiting for players to finish shall respect their enjoyment of the facility.
12. No more than four persons to play pool or snooker at one time.
13. HOURS: 10:00 a.m. - 10:00 p.m. *(Amended by a majority resolution by the owners on March 3, 2005)*  
  
ENTRY: Via Common Area key.
14. Persons breaching the above rules and regulations are subject to removal of privileges of these facilities.

**PERSONS USING THIS FACILITY DO SO AT THEIR OWN RISK AND RELEASE AND INDEMNIFY THE STRATA CORPORATION AND THE MANAGING AGENTS FROM ANY AND ALL CLAIMS ARISING FROM THE USE OF THIS FACILITY.**

**Hot Tub & Sauna** *(Top floor of all three buildings)*

**NO PERSON SHALL ENTER A POOL WHO:**

1. is intoxicated
2. has not had a cleansing shower
3. is obviously ill
4. has open wounds or sores
5. is wearing a bandage
6. has sore or infected eyes
7. has discharging ears or nose
8. is not wearing clean or proper bathing attire (cut-offs are not permitted)
9. is under 16 years of age, unless accompanied by an adult resident

**WHILE IN THE POOL AREA, NO PERSON SHALL:**

10. eat, drink or smoke
11. carry glass containers of any kind
12. push or run in pool area
13. use the facilities other than within the given hours of use of the pool as posted
14. behave in a boisterous or belligerent manner

**ACCIDENTS MUST BE REPORTED TO MANAGEMENT IMMEDIATELY  
USE OF FACILITIES AT YOUR OWN RISK**

In compliance with the Rules and Regulations adopted by the Strata Corporation, the following Rules and Regulations also apply:

1. Use of these areas for Residents and their guests of Times Square ONLY.
2. Guests of Residents using these facilities (numbering no more than two) must at all times be accompanied by the resident.
3. For one's own protection, the prescribed time in the jacuzzi should not be longer than 15 minutes.
4.
  - a) Bathing apparel shall not be worn outside of this area.
  - b) Proper bathing apparel shall be worn at all times. (cut-offs are not considered proper apparel).
5. Co-ed saunas are prohibited.
6. No radios or sound reproductive equipment shall be permitted.
7. No animals permitted in this area.
8. Persons causing damage to these facilities shall immediately report such damage to the Resident Caretakers or Managing Agents.
9. Persons noting a breach or abuse of this area shall immediately report such incidents to the Resident Caretakers or Managing Agents in writing and signed by the complainant.
10. Persons noting normal wear and tear matters which require attention shall immediately report such items to the Resident Caretakers or Managing Agents.
11.
  - a) Resident and visitors shall at all times comply with the posted Regulations within these areas.
  - b) Persons using these facilities must respect the privacy and enjoyment of others.
12. A cleansing shower is to be taken within the recreation shower facilities before entering the swirl pool and when leaving the sauna to return to the pool.
13. With regard to the above facilities, persons shall wear proper footwear to and from their suites.
14. HOURS: OPEN: 10:00 a.m. - 10:00 p.m. *(Amended by a majority resolution by the owners on March 3, 2005)*  
ENTRY: Via Common Area key.

15. Persons breaching the above Rules and Regulations are subject to fine and/or removal of privileges of the facilities in accordance with the Strata Corporation bylaws.

*PERSONS USING THIS FACILITY DO SO AT THEIR OWN RISK AND RELEASE AND INDEMNIFY THE STRATA CORPORATION AND THE MANAGING AGENTS FROM ANY AND ALL CLAIMS ARISING FROM THE USE OF THIS FACILITY.*

**Party Room** (Ground floor, 4200 Mayberry Street)

For the betterment, safety and enjoyment of all Residents the following Rules and Regulations apply to this area:

1. Use of this area is for Residents and their guests of Times Square ONLY.
2. Guests of Residents using these facilities must at all times be accompanied by the Resident.
3. Drinking within reason is permitted in this area but not smoking.
4. Persons under the age of 16 are not permitted to use this area unless accompanied by an adult resident.
5. No other sound equipment will be used in this area other than that which is provided in the Party Room by the Strata Corporation and the person booking the Party Room will be responsible for any damages incurred to the sound equipment.
6. No animals are permitted in this area.
7. Persons causing damage to these facilities will immediately report such damage to the Resident Caretakers or the Managing Agents.
8. Persons noting a breach or abuse of this area shall immediately report such incident to the Resident Caretakers or Managing Agents.
9. Persons noting wear and tear matters which require attention shall immediately report such items to the Resident Caretaker or Managing Agents.
10. A fee of \$100.00 will be charged for rental of the Party Room. Two cheques, one for \$25.00 and the other for \$75.00, will be given to the Resident Caretaker. The cheque for \$75.00 will be returned according to the Party Room Contract.
11. Any resultant damage repair costs will be charged to the individual Owner's Strata Lot.
12. It is the OWNER'S responsibility to ensure that the Party Room is cleaned by 12 noon of the day following the social function, and any extraordinary cleaning costs will be billed at a cost of \$25.00 per hour.

13. Owners are responsible for their guests' actions. Please ensure that your guests leave quietly.
14. HOURS:     OPEN UPON RESERVATION ONLY  
                    12:00 Noon - 1:00 a.m.  
                    Music off at midnight and use of the room to cease at 1:00 a.m.
15. Persons using the Party Room must acknowledge Division 1, Section 3 - 25 (a) of the Strata Corporation's Bylaws, which reads:  
  
      *"An Owner shall not permit the occupant of his Strata Lot or any guest to make undue noise in or about any Strata Lot or common property or to do anything which will interfere unreasonably with any other Owner and/or resident".*
16. Persons breaching the above Rules and Regulations are subject to fine and/or removal of privileges of the facilities, in accordance with the Strata Corporation Bylaws.

***PERSONS USING THE FACILITY DO SO AT THEIR OWN RISK AND RELEASE AND INDEMNIFY THE STRATA CORPORATION AND THE MANAGING AGENTS FROM ANY AND ALL CLAIMS ARISING FROM THE USE OF THIS FACILITY.***

**Garbage Disposal**

1. The garbage chute is limited to use between the hours of 8:00 a.m. to 9:00 p.m. daily.
2. The garbage chute is for soft garbage ONLY, which must be firmly wrapped or double bagged so that it will not break within the chute.
3. The garbage chute systems in Times Square are not designed to take bottles, loose garbage or boxes.
4. Newspapers, magazines, cans and glass or plastic containers (1, 2, 4, 5) are to be taken down to the blue recycling bins and not sent down the garbage chute.
5. Do not place articles in garbage chute access rooms, staircases or hallways on each floor.

***YOUR HELP IS NEEDED TO PREVENT INFESTATION OF THE BUILDING AND TO MAINTAIN THE BUILDING TO THE HIGHEST STANDARDS OF CLEANLINESS.***

**Laundry Room** (Ground floor of all three buildings)

1. All users are requested to leave washing machines and dryer filters clean for the next user.
2. Fluffy rugs are not to be laundered in the machines.

3. All laundry must be removed from the machines as soon as possible after the termination of the washing or drying cycle.
4. No one shall use more than one washer and one dryer if others are waiting to use the machines.
5. The machines are to be loaded only up to their recommended level and the proper amount of detergent is to be used at all times.
6. The laundry room is to be used by Residents of the building ONLY and is restricted to washing and drying clothes. IRONING and other activities are prohibited.
7. Any problems with the washers or dryers are to be referred to the Resident Caretaker.

**Balconies**

1. Owners wishing to install plant material on their balconies may do so, subject to such material being contained to the inside of the balcony enclosure, so that it does not intrude onto the outside facing of the balcony above or below the Strata Lot in any way.
2. Owners must ensure that all hanging plants are a minimum of three (3) feet from the edge of the building.
3. Owners must ensure that flower baskets are always maintained to the inside of the balcony and not situated on the balcony ledge or the outside of the balcony.
4. No patio lights are permitted to be installed in such a way that they are visible from the outside of the building.
5. Hosing down the balcony is not permitted. Water must be mopped up after any cleaning.

**Hazardous Acts or Materials**

1. No combustible, flammable or other dangerous materials, except for a small amount of paint, may be stored in the strata lots or designated storage lockers.
2. No Owner/tenant shall do anything or permit anything to be done by their agent, guests, children or tenants that would increase the risk of fire or the rate of fire insurance on the building.
3. Owners/tenants with waterbed(s) shall carry adequate insurance coverage with respect to damage caused by their waterbed(s). Any damage caused by a leaking waterbed shall be the responsibility of the Strata Lot Owner.



4. In the event of an emergency emanating from a strata lot whose Owner/tenant cannot be contacted, access for the protection of common property or safety may be gained by force at the Strata Lot Owner's expense.
5. All suspected gas leaks shall be reported immediately to BC Gas. All other leaks, such as water, shall be reported to the Resident Caretaker and/or Managing Agents.
6. An Owner/tenant shall not allow his Strata Lot to become unsanitary or create a health hazard, and if so deemed by the Strata Council or the City Health Department, then the Strata Council shall take all necessary steps to render the Strata Lot sanitary or acceptable to the City Health Department. The cost of any such clean up shall be at the expense of the Strata Lot Owner.

### **Noise**

1. No noise shall be made in or about any Strata Lot or the common property which in the opinion of the Strata Council is a nuisance or unreasonably interferes with the use and enjoyment of any other Strata Lot by its occupants. Bylaws covering noise disturbances and public nuisance shall apply to all Owners, tenants or visitors.
2. No resident shall use their garburator, compactor, clothes washer, dryer, vacuum cleaner or dishwasher between the hours of 10:00 p.m. and 8:00 a.m.
3. To be considerate of others, no one shall create noise (such as repeatedly allowing doors to slam) that will cause annoyance to other residents.
4. All residents will respect other residents' comfort by maintaining a low noise level when using television, radio, stereo and video equipment or other electrical appliances.
5. Interior renovations or repairs to strata lots that will result in noise are restricted to the hours between 8:00 am and 8:00 pm daily. *(Adopted by a majority resolution by the owners on March 3, 2005)*

### **Seasonal Decorations**

Christmas lights may be installed on the exterior of the Strata Lot providing that such installation does not damage the exterior structure of that Strata Lot or the common property in any way. If damage should occur it will be the full responsibility of the Owner of the Strata Lot to repair. Christmas lights cannot be installed prior to the 1<sup>st</sup> day of December, and must be removed by the last day of January in the subsequent year.

### **Security of the Buildings**

1. No Owner/Tenant or guest shall let another person into the building by way of the intercom or when entering the building themselves, unless that person is known personally to them. This applies particularly to persons claiming to be

trades persons or delivery persons, since there is no reason for them to be entering the building unless the person they are calling upon is at home.

2. An Owner/Tenant is responsible for any damage done to any Strata Lot property by their guests, children, visitors or tenants.
3. An Owner/Tenant shall report to the police or the Resident Caretaker any suspicious person(s) they see in or around the strata property.
4. All door keys to locks on common property are common property and may be made and issued only by the Strata Corporation.
5. Additional keys may be obtained at any time by paying a charge to the Corporation equal to the cost of the key, plus an administration fee of \$25.00, and a record kept of who is in possession.
6. All keys lost or stolen shall be reported to the Council.
7. If any Owner, resident or guest is found using an unauthorized copy of the common property key, the Owner of the Lot shall be assessed a maximum fine of \$50.00 and may, if the breach appears serious enough in the judgment of the Council, be assessed the cost of changing all common property locks and the resultant reissue of keys to all Owners.

### **Parking**

1. THE FOLLOWING INFRACTIONS WILL RESULT IN A VEHICLE BEING REMOVED AT THE OWNER'S RISK AND EXPENSE:
  - a) Parking in a NO PARKING zone.
  - b) Parking in front of the entrance to any building or any emergency vehicle area.
  - c) Parking in any roadway area.
  - d) Resident vehicle parked in visitor area located above ground.
  - e) Visitor vehicle parked in resident area located below ground.
  - f) Any parked vehicle within the underground without a decal.
2. Vehicle maintenance (e.g. washing) shall be carried out in the designated car wash area only, located on the P2 level of the garage. An electrical outlet is provided in stall #250 for vacuuming vehicles. Vehicles may be parked in stall #250 for the purpose of vacuuming only. *(Adopted by majority resolution by the owners on March 25, 2004)*
3. Speed limit as posted above ground and underground is 10 km/h. This limit must be adhered to.

4. All vehicles must maintain at minimum storage insurance with the minimum allowable 3<sup>rd</sup> party liability coverage offered by the Insurance Corporation of British Columbia.
5. Uninsured vehicles shall be documented by the Managing Agent on a regular basis and notices issued to the respective vehicle Owners. Those Owners shall provide the Managing Agent with a copy of the insurance coverage in force on the said vehicle, not more than seven (7) days after receiving said notice. Any Owners who do not comply with supplying a copy of the insurance coverage risk having a fine levied not to exceed \$50.00, as outlined in the Strata Corporation's Bylaws, and/or having vehicles removed from the property at the vehicle owner's risk and expense.
6. All Owners are to ensure their vehicles do not leak oil onto the concrete surface of the parking garage, causing safety and maintenance hazards. An Owner cited by the Managing Agent shall clean up any oil spills within seven (7) days of receipt of notice. A vehicle leaking an excessive amount of oil (to be determined at the Strata Council's discretion) will be required to be parked outside on the street until such time as repairs have been performed to the vehicle to remedy the problem.
7. In order to maintain building cleanliness and to prevent undue clutter in the parking area, no storage is allowed in parking stalls. Owners receiving a citation regarding storage will be required to remove the stored items within seven (7) days of said notice or have the items removed and disposed of, with all costs incurred being charged back to the strata lot Owner.
8. *Vehicle identification:* Residents occupying vehicle spaces will each receive a number decal issued by the Strata Corporation. This decal must be placed on the lower right hand side of the vehicle front window. When disposing of a vehicle or when moving, please remove the decal. New decals are available when changing vehicles. Controls are established by pre-numbering each decal. The dual purpose of decals is to ensure residents are parking in areas as assigned and vehicles can be identified to specific Strata Lots.
9. *Traffic patterns:* The approved traffic patterns (driving on the right) must be adhered to at all times. *(Amended by a majority resolution by the owners on March 3, 2005)*
10. Vehicles or motorcycles with faulty or loud muffler systems could be denied use of parking areas.
11. No one shall park, or leave unattended, or cause to be parked or left unattended, any vehicle in such a position that it interferes or infringes upon other parking spaces. Nor shall a vehicle be left in such a way that it blocks or infringes on access lanes or "no parking" zones.
12. The use of vehicle horns in the parking areas is prohibited except in such cases where the horn is required to prevent collision.

13. Watercraft of any kind are not permitted to be parked or stored on the common property, excepting sailboards, surfboards, canoes, kayaks, car-top boats or similar, and these only with written permission of Council.

<i>MAXIMUM HEIGHT CLEARANCE FOR VEHICLES IN UNDERGROUND PARKING IS 2 METERS (6' -8")</i>
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