

BYLAWS

STRATA PLAN BCS1570

AQUA

1418 Seymour Mews N. V6Z 3G3
1428 Seymour Mews N. V6Z 3G3
1438 Seymour Mews N. V6Z 3G3
550 Pacific St. Vancouver, BC V6Z 3G2

As passed at AGM / March 26th, 2007

Registration No. BB403090 – May 23rd, 2007

As passed at AGM / March 25th, 2008
(Amendment to Division 6 - (30)(3)(7))

Registration No. BB0856081 – May 6th, 2008

As passed at AGM / March 30th, 2009

Registration No. BB1070089 – May 25th, 2009

Table of Contents

STRATA PLAN BCS1570	1
Division 1 – Duties of Owners, Tenants, Occupants and Visitors.....	4
1. Payment of Strata fees	4
2. Repair and maintenance of property by Owner	5
3. Use of property	5
4. Inform Strata Corporation	9
5. Obtain approval before altering a Strata Lot.....	9
6. Obtain approval before altering common property.....	11
7. Alterations to a Strata Lot or common property	11
8. Permit entry to Strata Lot.....	12
Division 2 – Powers and Duties of Strata Corporation	13
9. Repair and maintenance of property by Strata Corporation	13
Division 3 – Council	13
10. Council size and membership	13
11. Removing council member	14
12. Replacing council member	14
13. Officers	15
14. Calling council meetings	15
15. Requisition of council hearing	15
16. Quorum of council	16
17. Council meetings	16
18. Voting at council meetings	16
19. Council to inform Owners of minutes	16
20. Delegation of council’s powers and duties	17
21. Spending restrictions	17
22. Limitation on liability of council member	17
Division 4 – Enforcement of Rules and Regulations and Rules	18
23. Maximum fine	18
24. Continuing contravention	18
Division 5 – Annual and Special General Meetings	18
25. Quorum.....	18

26. Person to chair meeting.....	18
27. Participation by other than eligible voters	19
28. Voting	19
29. Order of business	19
Division 6 – Moving In	20
Division 7 – Motor Vehicles and Parking	21
Division 8 – Visitor’s Parking	24
32. Rules and Regulations Governing the Use of Visitor’s parking	24
Division 9- Meeting Room	25
33. Rules and Regulations Governing the use of Meeting Rooms	25
Division 10 – Building Security	26
Division 11 – Hazards and Insurance	26
Division 12 – Resale of Strata Lot	27
Division 13 – Bicycles, Rollerblades, Roller-skating, and Skateboards	28
Division 14 – Storage/Storage Lockers	28
Division 15 – Barbecues	28
Division 16 – Severability	29
Division 17 – Open Houses	29

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

1. Payment of Strata fees

- (1) An Owner must pay Strata fees on or before the first day of the month to which the Strata fees relate.
- (2) Where an Owner fails to pay Strata fees in accordance with subsection (1) outstanding Strata fees will be subject to an interest charge of 10% per annum, compounded annually.
- (3) Any Owner owing monies for Strata fees not received by the first (1st) of the month in question will be deemed to be in arrears. A \$50.00 penalty will be imposed for each month that an Owner's Strata fees are in arrears.
- (4) An Owner must provide the Strata Corporation or its agent with monthly Strata fees for the fiscal year with written authorization for monthly automatic debit from the Owner's bank account.
- (5) Any fines assessed pursuant to these Rules and Regulations will be added to the Strata fees of the Owner following the date of the notice of infraction.
- (6) Penalty fines referred to in (2) and (3) above will apply to outstanding and overdue special levies and assessments.
- (7) When arrears exceed 90 days, a lien may be registered in accordance with Section 112 of the Act on the Strata Lot involved at the Owner's sole expense, for the total monies due including all Strata fees outstanding, penalties assessed, all legal and other expenses.
- (8) The Strata Corporation may proceed under the Small Claims Act, without further authorization by the Owners, to recover from an Owner, by an action in debt in Small Claims Court, money owing to the Strata Corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the Rules and Regulations or rules and to recover money which the Strata Corporation is required to expend as a result of the Owner's act, omission, negligence or carelessness or by that of an Owner's visitors, Occupants, Guests, Employees, Agents, Tenants or a member of the Owner's family.
- (9) Owners who are in arrears are not eligible to vote at the Annual General Meeting/Special General Meeting, unless approved by a unanimous resolution.
- (10) Owners in arrears for three months or more, or where the amount outstanding is greater than or equal to three months maintenance fees, will

have their access to the common area amenities, the services provided by the concierge and visitor parking privileges suspended until such time as all outstanding amounts are paid in full.

2. Repair and maintenance of property by Owner

- (1) An Owner must repair and maintain the Owner's Strata Lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these Rules and Regulations.
- (2) An Owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these Rules and Regulations.

3. Use of property

- (1) An Owner, Tenant, Occupant or visitor must not use a Strata Lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another Strata Lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the Strata Lot or common property is intended as shown expressly or by necessary implication on or by the Strata plan.
 - (f) violates any applicable civic bylaw.
- (2) An Owner, Tenant, Occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a Strata Lot which the Strata Corporation must repair and maintain under these Rules and Regulations or insure under section 149 of the *Act*.
- (3) Unless prior written consent of Council has been given, an Owner, Tenant or Occupant must not keep any pets on a Strata Lot other than one or more of the following:
 - (a) a reasonable number of fish or other small aquatic animals;
 - (b) up to 2 caged birds;
 - (c) two dogs or two cats or one of each.
- (4) An Owner, Tenant, Occupant or Visitor after June 2, 2007, are prohibited from having a 'vicious dog.' A 'vicious dog' is defined as:
 - (a) any dog with a known propensity, tendency, or disposition to attack without provocation other domestic animals or humans, or
 - (b) any dog which has bitten another domestic animal or human without provocation, or
 - (c) a Pit Bull Terrier, American Pit Bull Terrier, Pit bull, Staffordshire Bull Terrier, American Staffordshire Terrier, Rottweiler or any

dog of mixed breeding which includes any of the aforementioned breeds.

- (d) All breeds listed under section 4(c) must wear a muzzle while traveling on the common areas of the building.
- (5) An Owner, Tenant, Occupant or visitor must ensure that all pets are leashed or otherwise secured when on the common property or on land that is a common asset. The Owner is responsible for the immediate clean-up of any pet excrement.
- (6) A pet shall not cause a nuisance to any resident.
- (7) If the council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the *Strata Property Act*. At the end of the hearing, the council may take no action, fine the Owner, require the person to pay the costs of remedying the contravention, or order the immediate removal of the pet from the Strata Lot in which case the pet will be immediately removed. The Owner of the pet will be advised about the outcome of the hearing in writing.
- (8) An Owner, Tenant or Occupant shall not use or permit the use of his Strata Lot for a professional, commercial or business purpose that:
 - (a) increases the amount of foot traffic or motor vehicle traffic in the common property or the Strata Lot;
 - (b) in any way increases or may increase the liability risk of the Strata Corporation;
 - (c) involves regular attendance of customers, clients, employees, contractors, other workers or any individuals attending the Strata Lot other than those individuals ordinarily resident in the Strata Lot; or
 - (d) involves individuals using a Strata Lot as a place of temporary lodging.
 - (e) contravenes the zoning Bylaw of the City of Vancouver.
- (9) Owners, Tenants, and Occupants shall use their respective Strata Lot, the common property, the common facilities or other assets of the Strata Corporation in a manner which will not unreasonably directly or indirectly interfere with the use or enjoyment by any other resident of his Strata Lot, the common property or common facilities.
- (10) An Owner, Tenant or Occupant may keep plants on his Strata Lot and in areas of limited common property designated for his exclusive use provided that such plants will have no adverse effect on other Occupants of the Strata Plan or on the common property or the common facilities and council may from time to time regulate the type of gardening permitted in the areas of limited common property.

- (11) All Owners, Tenants and Occupants have a right to quiet and peace in their residence at all times. Undue and excessive noise by any Owner, Tenant, Occupant, visitor, employee, pet or other invitee of a Strata Lot including but not limited to that from appliances, machinery, sound/music systems, televisions, instruments, wind chimes, computer, games and voices, is not permitted.
- (12) The Owner of a Strata Lot shall be specifically responsible for the activities of co-Owners, Tenants, Occupants, visitors, employees, pets or other invitees of his Strata Lot. A quiet period shall be in force in the entire complex from 11:00 p.m. until 8:00 a.m. every day, at which time Owners and everyone else on the premises are expected to take special care and attention to not make noise.
- (13) No signs, billboards, notices, placards or other advertising matter shall be placed on any part of the Strata Lot or on the common property. Signs allowable under federal, provincial, or municipal election regulations shall be permitted.
- (14) No laundry, washing, clothing, bedding, or other articles shall be hung or displayed from windows, balconies, or other parts of the Strata Lot or the common property so that they are visible from outside of the building.
- (15) No Owner, Tenant or Occupant shall install window coverings, which are visible from the exterior of the Strata Lot, which will detract from the conformity of the building. Window coverings must be the same color, and same size. Any drapes visible from the exterior of the building must be lined with the color of the original blinds.
- (16) Bird feeders are not allowed on the common property, including balconies and patios.
- (17) Outdoor holiday lights are permitted only from December 1st to January 15th inclusive or other festive occasions with prior notice to Strata council.
- (18) Owners, Tenants and Occupants must maintain a consistent high standard of cleanliness, appearance and repair in and surrounding his Strata Lot.
- (19) No personal items such as doormats, toys, bicycles, walkers, shoes, etc. shall be left or stored on the common property.
- (20) Owners, Tenants and Occupants shall not allow their Strata Lots to become a health/safety hazard. If the council deems a Strata Lot to be a health/safety hazard, the council will, at its discretion, have the Strata Lot brought up to standard, at the Owner's sole expense.

- (21) No Owner, Tenant, Occupant or visitor shall do anything or cause anything to be done on the common property likely to damage plants, bushes, flowers, lights and/or fountains. No chairs, tables or other objects shall be placed on the landscaping that is likely to damage the landscaping or prevent their reasonable growth.
- (22) Owners, Tenants, or their Occupants are responsible for any damage to the common property that they or their pets do and the Owner of the applicable Strata Lot will be liable for all costs connected with cleaning and repairs.
- (23) No children or pets are allowed to play in the hallways, elevators, lobby or any other common area of the Strata plan except in designated recreation areas.
- (24) All notices must be posted on the bulletin boards with the consent from the Strata council or our agents.
- (25) BBQs, patio furniture and plants are allowed on balconies and patios. Balconies and patios shall not be used to store items, including but not limited to bicycles and/or appliances.
- (26) Balcony cleaning must be done with a damp mop. Excessive use of water to clean balconies will result in fines being assessed against the Strata Lot.
- (27) Neither children nor pets may be left unattended on a balcony.
- (28) Except with the prior written permission of council, the use or storage of propane, natural gas or electric heaters on any balcony is not permitted with the exception of the townhouses, Gate houses and rooftop patios. This is due to the small size of the balconies. All permitted heaters must have at least a 3 feet radius away from the surrounding building walls, ceilings and balcony railings.
- (29) The maximum number of Occupants permitted to reside in a Strata Lot is limited as follows:
 - (a) in a one-bedroom Strata Lot - two (2) adults + one young child.
 - (b) in a one-bedroom plus den Strata Lot – maximum three (3) Occupants.
 - (c) in a two-bedroom Strata Lot – maximum four (4) Occupants.
 - (d) in a two-bedroom plus den Strata Lot – maximum five (5) Occupants.
 - (e) in a three-bedroom Strata Lot - maximum six (6) Occupants

Maximum number of Fobs are as follows:

One bedroom- 3 fobs

Two Bedroom-4 fobs

Three bedroom-5 fobs

- (31) Littering is punishable by a fine of \$100 for the first offence and \$200 every subsequent offence.
- (32) Smoking or extinguishing of flammable materials in common areas is punishable by a fine of \$200 for any offence.

4. Inform Strata Corporation

- (1) Within 2 weeks of becoming an Owner, an Owner must inform the Strata Corporation of the Owner's name, Strata Lot number and mailing address outside the Strata plan, if any.
- (2) On request by the Strata Corporation, a Tenant must inform the Strata Corporation of his or her name.
- (3) An Owner must provide a Form "K" to the Strata Corporation prior to a Tenant's occupancy. Failure to do so will result in an Owner being fined \$200.00 per month until the Form "K" is submitted.

5. Obtain approval before altering a Strata Lot

- (1) All future requests from individual strata lot owners, whether it is current or prospective owners, wanting to carry out renovations in their strata lot will only be considered by Council at its next scheduled Strata Council Meeting, and that Council will only entertain requests which are backed by Certified Professionals if the requests involve structural changes, the building HVAC or envelope systems. When approval is granted, owners are further required to sign a waiver agreement before any work can begin.
- (2) An Owner must obtain the written approval of the council before making an alteration to a Strata Lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a Strata Lot;
 - (g) those parts of the Strata Lot which the Strata Corporation must insure under section 149 of the *Act*;
 - (h) antenna, satellite dishes or similar structures or appurtenances hung from, placed on, erected or attached to the exterior of a Strata Lot;

- (i) shades, awnings, window or balcony guards, screens or enclosures, ventilators, air conditioning devices, or supplementary heating devices attached on or placed on the outside of the building.
- (3) The council must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the Owner agrees, in writing, to take responsibility for any expenses relating to the alteration.
- (4) Metallicized or reflective coating or tinting is not permitted on glass windows or doors unless it is the V-KOOL 70 window film. All other requests other than V-KOOL 70 must be brought to Strata Council for approval, prior to installation.
- (5) Hardwood floors and ceramic tiles must be installed using the following specifications:
 - (a) Hours of work: Mondays to Saturdays from 9:00 am to 5:00pm. No work on Sundays or Holidays.
 - (b) Unless approved by Council, only floating hardwood is permitted in all suites, except Townhouses.
 - (c) Contractor is responsible for removing all debris, old carpet, boards, drywall, etc. from The Aqua building. No debris of any kind is to be placed in the dumpster or the recycling bins.
 - (d) Contractor is responsible for cleaning the hallways, stairwells and elevator of any dust, dirt, debris, etc. at the end of each working day.
 - (e) Security: Owner and contractor are responsible for the security of the building at all times.
 - (f) Elevator must be booked to transport any material to and from the suite.
 - (g) Underlay (sound deadening material) under the hardwood floor: if cork is chosen, it must be AT LEAST 6 millimeters thick, and possess a STC (sound transmission class) rating of > 50. Townhouses are exempt from this requirement.
 - (h) Underlay: if “silent step” is used, the STC must be >61 and the IIC must be >50. The closed self-foam must be ¼ inch thick minimum. Townhouses are exempt from this requirement.
 - (i) Council requires proof of purchase and the STC and IIC ratings for the above underlay materials, except for from Townhouses.
 - (j) Tiles on the kitchen and bathroom floors must be also be installed with sound deadening underlay material, and the details of this material must be submitted to council for approval, except for when ceramic tiles are to be installed in Townhouses.
 - (k) Any work involving jack hammering, chipping or grinding is limited to the hours of 11:00 a.m. to 3:00 p.m. (maximum 4 hours per day), Monday to Fridays only. There is to be no jack hammering, chipping or grinding on weekends or on statutory

holidays. Removal of tile floors also requires special council approval. The concierge shall be informed of jack hammering prior to work commencing on each day of work so that the concierge may inform enquiring residents as to the expected hours of the work.

The failure of an Owner to comply with this section will result if a fine of \$200.00 for each contravention. A fine may be imposed every seven (7) days.

6. Obtain approval before altering common property

- (1) An Owner must obtain the written approval of the council before making an alteration to common property, including limited common property, or common assets.
- (2) The council may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration.

The failure of an Owner to comply with this section will result if a fine of \$200.00 for each contravention. A fine may be imposed every seven (7) days.

7. Alterations to a Strata Lot or limited common property

- (1) Any alteration to a Strata Lot or to limited common property that has not received the prior written approval of council must be removed at the Owner's expense if the council orders that the alteration be removed. An Owner who receives approval will be liable for all costs connected to the alteration, including the cost of repairing and maintaining the alteration and the cost of repairing and maintaining the common property or a Strata Lot if such repair is required as a result of the alteration. An Owner who receives approval may be required by the council to sign an Assumption of Liability Agreement.
- (2) The Owner will be responsible to obtain the applicable building permits prior to commencing the work, and obtaining such permits is a condition of the council's approval.
- (3) Owners who undertake alterations in accordance with these Rules and Regulations, and subsequent Owners, are responsible for all costs relating to:
 - (a) the maintenance and repair of the alterations, and
 - (b) the effects on all adjacent Strata Lots or common property, and
 - (c) the effects of rain and weathering, staining, discoloration.
- (4) The council may maintain, repair, or remove alterations to common property if in the opinion of the council:
 - (a) the alterations are not maintained or repaired, or
 - (b) the alterations are damaged.

All costs incurred in the maintenance, repair, and/or removal will be charged to the Owner of the Strata Lot and are his responsibility.

- (5) On the sale of a Strata Lot, Owners must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent Owner refuses to sign an Assumption of Liability Agreement with the Strata Corporation the alteration may be removed by council and the cost of the removal will be charged to the new Owner.
- (6) To remove a previously approved alteration or attachment, an Owner must negotiate the terms of removal with the council.
- (7) The council reserves the right to require, or have an Owner provide, specified professional supervision or inspection, or both, of approved alterations. The council may include specified supervision or inspection as a requirement of approval.
- (8) When approval is granted by the council to any Owner for modifications to the interior of the Strata Lot, work must commence within sixty (60) days of approval and be completed within sixty (60) days from the date approval was given.
- (9) An approved alteration shall be done between the hours of 9:00 a.m. and 5:00 p.m. or at such other times as prescribed by council. No construction work to be done on Sundays or statutory holidays.
- (10) An Owner who is permitted to make an alteration shall be responsible for the removal of any construction debris and the common property shall be completely cleaned up prior to the site being left each day.

The failure of an Owner to comply with this section will result if a fine of \$200.00 for each contravention. A fine may be imposed every seven (7) days.

8. Permit entry to Strata Lot

- (1) An Owner, Tenant, Occupant or visitor must allow a person authorized by the Strata Corporation to enter the Strata Lot
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice, 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 Rules and Regulations or insure under section 149 of the *Act*.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

- (3) Owners are encouraged to provide a key to their Strata Lot to the Strata Corporation to facilitate entry in an emergency. If no key is provided, cost of entry by locksmith or damage due to forced entry will be the sole responsibility of the Strata Lot Owner.

Division 2 – Powers and Duties of Strata Corporation

9. Repair and maintenance of property by Strata Corporation

The Strata Corporation must repair and maintain all of the following:

- (a) common assets of the Strata Corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a Strata Lot in a Strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 – Council

10. Council size and membership

- (1) Subject to subsection (2), the council must have 7 members elected at an Annual General Meeting, but may operate with fewer members in accordance with the Strata Property Act (Part 7 Schedule of Standard Rules and Regulations; Division 3; Item 12)

- (2) The members of council of the strata corporation shall be elected and shall retire in rotation. At the next Annual General Meeting, after this bylaw is enacted, four (4) council members shall be elected to hold office for a term of two (2) years from the date of their election and three (3) council members shall be elected for a term of one (1) year from the date of the election and thereafter at each Annual General Meeting council member shall be elected to fill the positions of those council members whose term of office has expired and each council member so elected shall hold office for a term of two (2) years
- (3) No person shall be elected to council and remain on council if the Strata Corporation is entitled to register a lien on their Strata Lot under Section 116(1) of the Act.
- (4) No person shall be elected to council and remain on council if their Strata Lot is in arrears of any monies owed to the Strata Corporation.
- (5) A person whose term as a council member is ending is eligible for reelection.

11. Removing council member

- (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 must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

12. Replacing council member

- (1) If a council member resigns or is unwilling or unable to act for a period of 3 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 3 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 Rules and Regulations respecting the calling and holding of meetings.

13. Officers

- (1) At the first meeting of the council held after each annual general meeting of the Strata Corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
 - (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 3 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

14. Calling council meetings

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

15. Requisition of council hearing

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

16. Quorum of council

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

17. Council meetings

- (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Council members, except for previously approved presentations and hearings or invitees of any Council member, are the only persons permitted to attend Strata council meetings.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the *Act*;
 - (b) rental restriction bylaw exemption hearings under section 144 of the *Act*;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with council's ability to function.

18. Voting at council meetings

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

19. Council to inform Owners of minutes

Council will make copies of the minutes available within 2 weeks by the following means:

- 1) From the concierge desk;

- 2) By mail;
- 3) From the Property Manager's website;

20. Delegation of council's powers and duties

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

21. Spending restrictions

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

22. Limitation on liability of council member

- (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an Owner, for a judgment against the Strata Corporation.

Division 4 – Enforcement of Rules and Regulations and Rules

23. Maximum fine

- (1) The Strata Corporation may fine an Owner or Tenant a maximum of:
 - (a) \$200.00 for each contravention of a bylaw and;
 - (b) \$ 50.00 for each contravention of a Rule.
- (2) A 2nd & Subsequent infraction or violation of these Rules and Regulations may result in a fine of fifty (\$100.00) dollars for each violation unless otherwise specified in another provision of these rules, to be assessed against the Strata Lot Owner and added to his monthly Strata account.
FINES MAY ESCALATE FOR VIOLATIONS AS FOLLOWS:

First violation	Warning
Second violation	\$100.00 fine
Further violations	\$200.00 per occurrence
- (3) All fines are due and payable within seven (7) days of the written issuance of the fine.

24. Continuing contravention

If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 – Annual and Special General Meetings

25. Quorum

If at the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned for a period of thirty minutes whereupon the adjourned meeting shall be reconvened at the same place and the persons present in person or by proxy and entitled to vote, shall constitute a quorum. A quorum is 1/3 of all the owners entitled to vote.

26. Person to chair meeting

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

27. Participation by other than eligible voters

- (1) Any person may attend annual and special general meetings if they have either a valid proxy or have been assigned the landlord's rights.
- (2) Only Owners, individuals asked by Owners to speak on their behalf, and spouses of Owners may attend annual and special general meetings. Section 26 of the Standard Schedule of Rules and Regulations of the *Strata Property Act* is not included as part of these Rules and Regulations.

28. Voting

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) 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.
- (7) An Owner will not be entitled to vote at a general meeting except on matters requiring a unanimous vote if there are any unpaid Strata fees.

29. Order of business

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

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;

- (i) ratify any new rules made by the Strata Corporation under section 125 of the *Act*;
- (j) report on insurance coverage in accordance with section 154 of the *Act*, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the *Act*, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the *Act*;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 6 – Moving

30.

- (1) An appointment for a moving in/out time must be made with the concierge. Every Owner or Tenant moving either into or out of the building must complete a move in/out form at the concierge before an appointment can be made. By signing this form, the individual concerned acknowledges the rules that apply to move ins/outs and agrees to comply with these Rules and Regulations.
- (2) A minimum of 72 hours notice is required to be given to the concierge, prior to any move in/out.
- (3) Hours of move-ins and move-outs are allowed only between the hours of 9:00 a.m. and 5:00 p.m., with no booking starting later than 2:00 p.m. Moves must be finished by 5:00 p.m. Any move-ins after 5:00 p.m. will be fined \$200.00 and charged to the property Owner's account.
- (4) Full instructions for the operation of the move will be given by the concierge.
- (5) Owners will be responsible for any Tenant or Occupant in their Strata Lot moving in or out of the building and will be responsible for any damage to the common property. To this end, a refundable cash damage deposit of \$200.00 must be paid to the concierge before permission to move in or out will be given. The concierge will then disarm the loading door alarm and lock out an elevator. Following completion of the move and an inspection of the common areas confirming no damage was incurred, the security system will be re-alarmed. Any damage caused to the building during a move in/out will be assessed by the concierge, building supervisor or property manager and the cost of repairing this damage deducted from the aforementioned damage deposit. Damage in excess of the deposit will be charged to the Strata Lot's account.

- (6) Elevator mats and pads must be installed to protect the elevator when moving any furniture.
- (7) A move-in fee of \$250.00 and a move-out fee of \$250.00 must be paid by the Owners to the Strata Corporation before a move-in and a move-out can proceed. Suites that do not require elevator, hallway or stairwell access will be charged a move-in fee of \$150.00 and a move-out fee of \$150.00. Townhouses do not have to pay a move-in fee or a move-out fee. The move-in fee is payable only once and therefore includes moving into the building and any large deliveries while a Resident is living in the building.
- (8) The concierge and the moving party will make a before and after inspection of the area through which the moving will take place. If damage has occurred as a result of that move, the cost of repairs related shall be assessed to the individual Strata Lot Owner in addition to the move-in fee. Owners/Residents must give 48 hours advance notice to the concierge so the Elevator pads can be installed in advance of any large deliveries. An immediate fine of \$200 will be charged against any owner's suite who has a large delivery without the Elevator pads being installed first in the Elevator.
- (9) During the move, all lobby doors must remain closed and locked when unattended. If doors found open and unattended there will be an automatic fine of \$200.00 to the property owner's account. Failure to properly re-clip the move in door will result in an immediate \$200 fine.
- (10) The concierge will require to have in their possession the following documentation before a move-in can commence (no exceptions will be made):
 - 1) A completed resident's information form or from K;
 - 2) A copy of a valid certificate of liability insurance for the person(s) moving in;
 - 3) A signed receipt indicating they have received and reviewed the Rules and Regulations and house rules of a Strata Corporation.
 - 4) A receipt for the refundable \$200 deposit.
 - 5) A receipt for the move-in fee.
- (11) Vehicle parking (for one vehicle) for move ins must be parked in the designated areas and display the approved parking pass. Vehicles block traffic will be towed.

Division 7 – Motor Vehicles and Parking

31.

- (1) Any Owner, Tenant or Occupant may use the parking space which has been specifically assigned to his Strata Lot for one vehicle and/or a

motorcycle. The motorcycle must be parked in front or behind the automobile without any part of the motorcycle or car protruding from the designated parking space and into common property.

- (2) The parking spaces assigned to a Strata Lot shall not be rented or leased to a non resident.
- (3) An Owner, Tenant or Occupant shall be parked on limited common property in designated and assigned parking spaces only; no motor homes, trailers, boats or equipment of any kind shall be parked on the common property.
- (4) Motor vehicles found in unauthorized areas will be removed immediately, without notice, at the vehicle Owner's sole expense.
- (5) Parking will not be permitted under any circumstances on interior roadways or in driveways. Any motor vehicle found parked in a prohibited area will be removed, without notice, at the vehicle Owner's sole expense.
- (6) No motor vehicles shall be parked in a manner that will reduce the width of the garage, roadway, neighbor's parking spaces, stairwells and/or walkways. Motor vehicles found parked in this manner shall, without notice, be removed at the vehicle Owner's sole expense.
- (7) Parking spaces are not to be used for storage of any kind. The Strata Corporation will remove any items stored in an Owner's parking space and any costs incurred in doing so shall be assessed against the Strata Lot Owner's Strata account.
- (8) No repairs to motor vehicles shall be carried out on common property.
- (9) Oil leaks and exhaust pollution stains are the responsibility of the Owner and must be cleaned up by the Owner. Owners of motor vehicles causing oil staining shall at the Strata Corporation's notification, clean up all drippings, or on failure to do so within seven (7) days notice, the Strata Corporation will have the stain cleaned up and a minimum clean up charge of \$50.00 will be assessed to the Strata Lot.
- (10) Only motorized, currently licensed and/or insured and operational motor vehicles shall be parked on the Strata Corporation property. Motor vehicles not bearing current license plates must provide a copy of valid storage insurance (for a minimum of \$1,000,000.00 liability) or the vehicle will be towed away at the vehicle Owner's sole expense, immediately without notice.

- (11) An Owner, Tenant or Occupant who finds an unauthorized vehicle parked in his assigned parking space must contact the concierge, who will in turn contact the towing company to have the vehicle removed at the vehicle Owner's sole expense.
- (12) The speed limit within the common property is 10 kilometers per hour.
- (13) No honking or other noise, which is a nuisance, will be made by any vehicle in the Strata plan. Owners of vehicles with car alarms are asked to ensure that the alarms are not overly sensitive to passing motor vehicles.
- (14) An Owner, Tenant and Occupant shall only wash motor vehicles in a designated car wash area.
- (15) Fire lanes must not be obstructed at any time.
- (16) Any vehicle violating the parking Rules and Regulations may be towed away immediately at the vehicle Owner's sole expense.
- (17) No cardboard, drip pan, or kitty litter is allowed to be used in any of the parking spaces. Any cars found to leak oil will be fined as per the Strata's Rules and Regulations, billed the clean up costs, and can be requested not to park on common property. Any residents who after they receive 14-day notice continue to park their car may result in the car being towed at the Owner's expense.
- (18) Residents are now required to produce a permanent visitor parking pass (the plastic tag) before a temporary visitor parking pass (the paper tag) can be issued by the concierge staff.
- (19) A resident with a physical disability certified by a qualified physician may apply to the council for either a temporary or permanent exchange of their standard (not a small car spot) parking space for a disability space being used by another resident who is without a physical disability. The council may vote to either refuse the exchange, grant the exchange for a period to be determined (subject to extension in the future) or grant permanent exchange. Future extensions would be approved by Council pending evidence of on-going disability. Any costs associated with the exchange (e.g.: adjusting leasing assignments), shall be the responsibility of the person (s) seeking the exchange.

Division 8 – Visitor’s Parking

32. Rules and Regulations Governing the Use of Visitor’s parking

- (1) Visitor parking in the designated BCS1570 visitor’s parking Lot shall be on a first come, first served basis;
- (2) Parking permits issued by the Strata Corporation must be placed on the dashboard of the visiting motor vehicle with the pass number visible.
- (3) A maximum of one visitor parking permit will be issued to each Strata Lot. Parking permits remain the property of the Strata Corporation.
- (4) Lost or stolen tags must be reported immediately to the concierge and a charge of \$50.00 per parking permit will be levied for a replacement of the lost or stolen parking permit. If vehicles are found in visitor stalls with parking permits bearing the same Strata Lot number, all vehicles will be towed;
- (5) The visitor parking spaces are intended for the exclusive use of individuals who are visiting a resident of BCS1570, or by trades people who are providing a service to a resident or the Strata Corporation. Any other use contravenes this bylaw;
- (6) Visitors will not park a motor home, trailer, tractor, boat or equipment of any kind in a visitor parking space.
- (7) Visitor’s pets must not be left in vehicles at any time, and must be leashed at all times while on common property.
- (8) A resident’s personal vehicles must not be parked in the visitor stalls for any reason at any time; The definition of a resident for this bylaw is a resident that lives either full time or part time at Aqua.
- (9) Visitor parking shall be limited to a maximum duration of 18 hours, unless prior approval is arranged with the concierge. Under no circumstances may a motor vehicle make use of visitor parking for more than three (3) consecutive days or portion thereof without an extended visitor parking pass. Furthermore, no motor vehicle may make use of visitor’s parking for more than seven (7) days or portion thereof in a calendar month.
- (10) An extended visitor parking pass may be obtained from the concierge on a space available basis. Extended visitor’s parking passes are provided at the sole discretion of Strata Council. The Strata Lot’s parking permit must be displayed in addition to the extended parking permit at all times;

- (11) Residents who abuse their visitor's parking privileges will have these privileges revoked for a period of 90 days on first offence and for 1 year for each subsequent offence;
- (12) Vehicles not permitted in visitor's parking will be towed at the Owner's expense.

Division 9- Meeting Room

33. Rules and Regulations Governing the use of Meeting Rooms

- (1) The meeting rooms are available to residents anytime on a non-exclusive basis between the hours of 9:00 a.m. and 11:00 p.m., 7 days a week.
- (2) If a resident wishes to use a meeting room on an exclusive basis a \$200.00 refundable damage deposit must be paid at the time of booking;
- (3) Visitors must be accompanied by a resident when using the facility;
- (4) No cooking or food preparation is permitted in the meeting room.
- (5) No pets are allowed in the meeting room.
- (6) Residents who make, or permit others to make excessive noise during the use of the room, will forfeit their entire deposit;
- (7) Residents who do not vacate the room at the prescribed closing time, or at the end of their reservation, shall forfeit their entire deposit;
- (8) The concierge will inspect the room after the booking. If the room has not been cleaned, a cleaning fee will be assessed. Any theft or damage resulting from the use of the room will be assessed.
- (9) All assessments from sections 8 above, will be the responsibility of the Strata Lot making the booking, and subtracted from the damage deposit. Owners are reminded that they are fully responsible for damage caused to common property by their Tenants and guests. If the cost of cleanup or repairs exceeds the deposit, the Strata Lot making the room booking will be billed for the additional costs.
- (10) Alcohol is only permitted with Council approval.

Division 10 – Building Security

34.

- (1) No one shall leave open or unlock any outside entrance or exterior and interior fire exit door.
- (2) Do not allow strangers to enter the building anytime. Do not allow unidentified persons to follow you through the door when you enter. If a person will not identify themselves or show their keyfob, notify the concierge immediately.
- (3) Residents should report to the concierge, management company or the police any suspicious person(s) in or around the building.
- (4) All keys to locks on the common property will be made and issued only with the authority of the council.
- (5) Additional key fobs may be obtained by an Owner or Tenant. The fobs will be issued by the concierge at a cost of \$50.00 each. The maximum numbers of fobs allowed are as listed under Rule and Regulation 3.29. Any owner would like more fobs than allowed under Regulation 3.29 may apply to Council (in writing) for permission to obtain additional fobs.
- (6) All fobs lost or stolen shall be reported to the concierge immediately.
- (7) No soliciting will be permitted within the Strata plan under any circumstances.
- (8) Security of the building cannot be maintained without the full cooperation and observance of these Rules and Regulations by all residents.

Division 11 – Hazards and Insurance

35.

- (1) Smoking is not permitted in any of the indoor common areas, including the elevators, lobbies and stairwells. Alcohol is not permitted in any common areas, except those as permitted under the Rules and Regulations.
- (2) Owners, Tenants and Occupants are responsible for any damage caused by a waterbed, appliance or other fixtures within their Strata Lot.
- (3) All freshly cut and “live” Christmas trees are prohibited in the building.
- (4) Owners, Tenants and Occupants shall not do anything that will cause a safety hazard to the building and/or other residents including interfering with proper closure of fire doors by adjusting the door closer by blocking

the doors open, and/or by encumbering the hallways, landings or stairways with boxes, rubbish and/or bicycles.

- (5) No one shall be allowed to play, skateboard, or rollerblade in the underground parking areas, or any other common areas at any time.
- (6) Owners, Tenants and Occupants must not permit explosive, combustible, flammable or offensive materials to be stored within their Strata Lot or on common property. A small supply of fuel normally used for gas barbecues and outdoor heaters may be stored on the balcony.
- (7) All Tenants, Residents and Owners of Strata Plan BCS1570 must have at least \$1,000,000 liability insurance prior to completion of purchase, or occupancy. Certificate of insurance must be provided at time of “move-in” booking.
- (8) An Owner must pay the insurance deductible portion of any insurance claim filed by the Strata Corporation within sixty (60) days of the written issuance of the charge if such claim results from damages caused to the common property, including limited common property or common assets and all items that the Strata Corporation is responsible for insuring as defined under Section 149 of the Strata Property Act by the negligence or accident of the Owner or Owner’s tenant, resident, or guest.
- (9) An Owner must purchase individual contents insurance for their strata lot. The contents insurance must also have coverage to protect the Owner against a Strata insurance deductible chargeback, as well as any cost to repair common property charge by the Strata Corporation. Upon request from the Strata Corporation, the strata lot Owner must show proof of insurance to the Strata Corporation
- (10) Nothing shall be allowed to fall from a window or balcony of a Strata Lot. Cigarettes, matches, bottles, cans or any other item dropped or thrown from a Strata Lot will result in an immediate \$200 fine.
- (11) If we have to access your suite due to an emergency of any kind and you have not provided a key to your suite to building management, you will be responsible for all costs associated with the emergency entry.

Division 12 – Resale of Strata Lot

36.

- (1) Upon conveyance of a Strata Lot, the purchaser must provide the Strata Corporation with completed lease assignments for parking stalls and lockers for the conveyed Strata Lot.

- (2) Owners who assign the lease for a parking stall or storage other than at time of purchase must provide the lease assignment to the Strata Corporation.

Division 13 – Bicycles, Rollerblades, Roller-skating, and Skateboards

37.

- (1) Bicycles shall be kept in designated bicycle storage areas only. No bicycles are permitted in the elevators, stairways, Strata Lots, or on balconies or patios.
- (2) Bicycles are not permitted at anytime inside the common areas, except the bicycle storage area and the P1 level of the parking garage.
- (3) Bicycles found on common area property outside of the designated bicycle storage rooms will be removed and impounded. Bicycles not claimed after 30 days may be sold at the Strata Corporation's discretion. A fine of \$50.00 will be paid to the Strata Corporation for the return of an impounded bicycle.
- (4) Skateboarding, rollerblading or roller skating is not permitted on any common areas of the Strata Plan.
- (5) The Strata Corporation assumes no responsibility for bicycles stored in any of the designated bicycle storage rooms.
- (6) Only one bike is permitted per slot.

Division 14 – Storage/Storage Lockers

38.

- (1) No part of the common property except areas designated by the Strata Corporation will be used for storage without the prior written consent of the council.
- (2) The Strata Corporation assumes no responsibility for the contents stored in lockers assigned to a Strata Lot.
- (3) No flammable, explosive, odorous or other noxious or hazardous materials shall be kept within any storage locker.

Division 15 – Barbecues

39.

- (1) Only natural gas, small propane or electric barbecues are permitted.
- (2) All propane tank valves are to be in the “off” position when not in use, or when being carried through the common property.
- (3) Barbecuing is permitted on the balconies and patios of each Strata Lot, provided it is conducted in safe manner and does not create a nuisance to other residents.
- (4) Barbecuing equipment must be maintained in an orderly appearance and can only be stored on your balcony.
- (5) Barbecues must be kept clean to reduce smoke and odors disturbing other residents.
- (6) Non-compliance with 39 (5) will result in a fine being levied against the Strata Lot.

Division 16 – Severability

40.

- (1) Should any portion of these Rules and Regulations be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the Rules and Regulations, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- (2) For the purposes of all Rules and Regulations, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires.

Division 17 – Open Houses

41.

- (1) **“Open House”** for the purposes of this Bylaw means any event planned by any Owner, Owner’s Agent or Realtor, or any event planned with the knowledge and consent of any Owner, Owner’s Agent or Realtor in which:
 - (a) The public at large, or any portion thereof, is invited onto common property of the Strata Corporation or to use the common assets of the Strata Corporation for the purposes of viewing a strata lot in the Strata Corporation that is for

sale or is intended for sale or is anticipated to be for sale within the reasonable future, and

- (b) The public at large, or any portion thereof, crosses common property of the Strata Corporation or uses common assets of the Strata Corporation for the purposes of viewing a strata lot in the Strata Corporation that is for sale or is intended for sale or is anticipated to be for sale within the reasonable future,

but it does not apply to individual appointments made with prospective purchasers of strata lots to view a strata lot and common property within the Strata Corporation that is for sale, if such individual appointments are not scheduled or conducted in a fashion similar to an Open House.

- (2) Open Houses may be conducted for a maximum period of two hours between 10:00 a.m. and 4:00 p.m. on Friday, Saturday and/or Sunday and are subject to this Bylaw.
- (3) An Owner, Owner's Agent or Realtor shall not advertise or conduct an Open House unless:
 - (a) The Owner or Owner's Agent has applied, in writing, to the Strata Council through the management company, for permission to advertise and to conduct an Open House and that permission has been granted; and
 - (b) The Owner or Owner's Agent advises the concierge, in writing, at least 72 hours prior to the date of the Open House,
- (4) Upon receiving the permission of the Strata Council to advertise or hold an Open House, the Owner, Owner's Agent or Realtor is entitled to place one sign ("Sign") advertising the Open House. The Owner, Owner's Agent or Realtor shall ensure that the Sign:
 - (a) is of a temporary nature;
 - (b) is no larger than 30cm by 60cm;
 - (c) is displayed at most during the period when the Open House is being conducted;
 - (d) is of a professional and tasteful nature; and
 - (e) is placed outside the building within 15 feet of the front door so that the Sign does not, in any manner, impede or endanger any person or any vehicular traffic;
- (5) The Owner, Owner's Agent or Realtor shall ensure that any and all persons on the common property as a result of the Open House ("Attendees") are, at all times, accompanied by the Owner, Owner's

Agent or Realtor. A Realtor must be stationed in the building's lobby for the entire open house.

- (6) Upon entering the building, each Realtor shall sign in with the Concierge and shall provide the Concierge with their name and address.
- (7) The Owner is responsible for any and all damages incurred by the Strata Corporation which are caused either directly or indirectly by an action or negligence of any person attending or otherwise participating in any way in the Open House.
- (8) **No Owner, Owner's Agent or Realtor shall conduct an Open House on a time overlapping a day when another resident of the Strata Corporation is moving in or moving out of the building. With reference to Clause 3(1) of this Bylaw, no permission shall be granted by the Strata Council for an Open House to be advertised or conducted when a "move in" or a "move out" is planned.**
- (9) In the event that this Bylaw is breached by the Owner, the Owner's Agent, the Realtor or any person attending or otherwise participating in any way in the Open House, the Owner of the strata lot in respect of which an Open House is advertised or conducted shall be fined \$50.00 by the Strata Corporation.
- (10) No permission shall be granted by the Strata Council for an Open House to be advertised or conducted in respect of a strata lot whose Owner has not paid in full any and all fines levied by the Strata Corporation.

Renting

42.

- (1) Before an owner leases his Strata Lot, he will give the Corporation the undertaking and Form K signed by the tenant, that the Tenant and the other Occupants of the Strata Lot will comply with the Act, the Bylaws and the rules and regulations prescribed by the Corporation.
- (2) The Strata Corporation may collect fines or costs levied on a tenant from the owner, but the owner is not jointly and severally liable for the actions of the tenant.
- (3) "Lease" when used in this bylaw, includes an initial tenancy of not less than twelve (12) calendar months, or as approved by Strata Council.
- (4) Subletting of a strata lot is not permitted unless written approval is given by the Strata Council.

- (5) Every owner of a Residential Lot who decides to rent his or her strata lot must provide the Strata Corporation with a true and complete copy of every written tenancy agreement (as defined in the Residential Tenancy Act (British Columbia) as amended or replaced). A \$200 fine will apply for non-submission of documents within 30 days of the tenancy commencement.
- (6) All owners are responsible for their tenant's action and any fines levied due to the tenant's non-compliance of the Strata Corporation's Bylaws will be charged to the owner's strata account.

As passed at AGM / March 26th, 2007

Registration No. BB403090 – May 23rd, 2007

As passed at AGM / March 25th, 2008
(Amendment to Division 6 - (30)(3)(7))

Registration No. BB0856081 – May 6th, 2008

As passed at AGM / March 30th, 2009

Registration No. BB1070089 – May 25th, 2009