

STRATA BYLAWS

WINDGATE BEACHSIDE
STRATA PLAN VR-1705
1925 West 2nd Avenue, Vancouver, BC, V6J 1J2

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BYLAWS

of WINDGATE BEACHSIDE
The OWNERS, STRATA PLAN VR-1705

PREFACE:

Please note carefully:

1. The term owner, where used herein, shall be deemed to also apply to an owner's tenant, lessee, guest, visitor, servant, or occupant of whatever nature in all matters contained in these Bylaws relating to, but not necessarily restricted to, the use, protection, maintenance and enjoyment by others of the building and/or its facilities.

THIS IN NO WAY negates or limits the owner's full responsibility for such invitees while in the building or on the grounds.

BYLAW #1 – USE OF STRATA LOT:

- 1.1 The strata lot shall be used exclusively as a private dwelling. The strata lot shall be occupied as a place of residence by not more than (3) three persons in a one bedroom suite and (4) persons in a two bedroom suite, without the written permission of the Strata Council.
- 1.2 An owner shall not:
 - a) use his/her strata lot for any purpose which may be illegal or injurious to the reputation of the building; or
 - b) permit undue noise to be made in or about any strata lot or common property or permit any act which interferes unreasonably with any other owner.

BYLAW #2 – CLEANLINESS:

- 2.1 An owner shall not allow the area around his/her private dwelling to become untidy. Rubbish, dust, garbage, boxes, packing cases, shoes, carpets, bikes, umbrellas or the like shall not be thrown, piled or stored in walkways, or any other parts of the common property. The Strata Council shall be at liberty to remove rubbish and clean up the common area and charge the expense to the owner involved.
- 2.2 An owner shall not allow his/her strata lot to become unsanitary.
- 2.3 Ordinary household refuse and garbage should be removed from each lot and deposited into containers provided by the strata corporation for that purpose. Any materials or items other than ordinary household refuse and garbage shall be immediately removed from the property at the expense of, and by the individual owner.

BYLAW #3 – DAMAGE TO PROPERTY:

- 3.1 Where the Strata Corporation is required to enter a strata lot for the purpose of maintenance or repairs, the Strata Corporation and its agents in carrying out any work or repairs must 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.
- 3.2 An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repairs or replacement rendered necessary to the common property or to any strata lot by his/her act, neglect, negligence, carelessness or by that of any member of his/her family or his/her guest, servants, agents or tenants, but only to the extent that such expense is not met by the proceeds of insurance carried by the Strata Corporation.
- 3.3 No owner, occupant of a lot or guest shall do anything on common property likely to damage the plants, bushes, flowers or lawn.

BYLAW #4 – PROHIBITIONS AND REGULATIONS:

- 4.1 No mops or dusters of any kind shall be shaken and no refuse shall be thrown out of windows or doors or from the patio of a unit.
- 4.2 The sidewalks, walkways, passages and driveways of the common area shall not be obstructed or used for any purpose other than ingress or egress from the lots and parking areas within the common area.
- 4.3 No coal or combustible, flammable or offensive material shall be stored in any unit or in any storage area, including any barbecuing fuel, gases, solvents or oil-based paints unless permitted by the local fire department.
- 4.4 Without the consent of the Strata Council, no part of the common area shall be used for the erection, placing of maintenance incinerator, garbage disposal equipment, recreation or athletic equipment, fencing or gardens.
- 4.5 Each owner shall have the exclusive use and enjoyment of the patio and balcony adjacent to his/her strata lot, save and except that all agents, servants and employees of both the Strata Corporation and the manager shall have reasonable access to the patio and balcony.
- 4.6 An occupant shall be required to remove from his/her patio and balcony **or any other common or limited common areas**, any object which in the opinion of the Strata Council, detracts from the exterior **or interior** appearance of the building, within seven (7) days of receipt of notice from the Strata Council or its agents.
- 4.7 No owner shall do anything or permit anything to be done that is contrary to any of the Provisions, Rules or Ordinances of any Statute or Municipal Bylaw.
- 4.8 Without the prior written consent of the Strata Council, no part of common property shall be used for storage.
- 4.9 Bicycles shall not be kept or stored in the lobby, hallways or third (3rd) floor common area.

- 4.10 Smoking is not permitted on common property.
- 4.11 An owner or his/her tenants or his/her guests shall not deface or damage woodwork, paint work, walls, carpets, or any other common property.
- 4.12 No owner or Designate shall be permitted to vote at any General Meeting unless all charges against his/her strata lot are paid in full. **BB1974131**

BYLAW #5 – RENTAL LIMITATIONS:

- 5.1 Subject to Section 144 of the Strata Property Act of British Columbia, the number of residential units within Strata Plan VR-1705 that may be rented by the owners shall be **three (3)**.
- 5.2 Owners requesting permission to rent their strata lot, in cases where the number of strata lots permitted to be rented under the bylaws has been met, shall be placed on a waiting list. This waiting list shall be controlled in date order based on written, signed, dated requests submitted to the Strata Council c/o Property Management Company.

When one of the official rental slots becomes available, all owners on the waiting list will be advised that there is a vacancy. Owners will then have **ONE MONTH** to request permission to lease their suite. This must be done in writing to the Strata Council. At the end of this period, the person highest on the rental waiting list who wishes to lease their suite will receive permission. All other owners will retain their relative position on the waiting list.

Upon receiving permission to lease their suite, an owner will have a maximum of **TWO MONTHS** to find a tenant. After this time permission to lease will be revoked and the rental slot offered to the person next highest on the rental waiting list who expressed a wish to lease their suite. (April 23, 2009)

- 5.3 An owner who leases his/her strata lot shall provide to the Strata Corporation a Form K – Notice of Tenant’s Responsibilities. Failure to provide Form K within ten (10) days of commencement of a tenancy shall be cause for a \$50.00 per month fine against the strata lot owner.
- 5.4 Where an owner leases his/her strata lot in violation of subsections 1 and/or 2, the Strata Corporation shall levy a fine of \$500.00 which may be imposed every 7 days and the Strata Corporation may take all necessary steps to terminate the tenancy agreement or lease on behalf of the Strata Corporation.

The occupancy of a strata lot by anyone other than the registered owner or an immediate family member (as permitted by the Regulations) shall be considered a tenancy unless prior written approval for the occupancy is received from the Strata Corporation.

There was discussion to determine if the existing rental restriction bylaw is being abused. Council believes there is at least one owner in the building that is not complying with the bylaws and the approval of this bylaw amendment will allow council to enforce the bylaw more effectively. **BB1974131**

- 5.5 No sub-leasing shall be permitted.
- 5.6 Should any portion of this bylaw be deemed unenforceable by any court of competent jurisdiction, then for the purpose of interpretation and enforcement of the bylaw each subparagraph hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.

BYLAW #6 – PETS AND ANIMALS:

- 6.1 No animals, livestock, fowl or pet shall be kept in any lot other than two cats or caged birds (except pigeons) and any other pet approved by the Strata Council. NO exotic pets are permitted.
- 6.2 If the Strata Corporation, on reasonable grounds, considers a permitted animal to be a nuisance, such animal shall not be kept in the lot after fifteen (15) days' notice in writing to that effect is given to the owner of the lot where it is kept.
- 6.3 An owner, or his/her designate, shall ensure that any fecal droppings by his/her pet are picked up and deposited in the garbage container or other appropriate facility. Cat litter will be properly disposed of.
- 6.4 Owners shall discourage their pets from excessive noise at all times. Persistent, prolonged or continuous noise shall constitute an offence under this bylaw.

BYLAW #7 – EXTERIOR APPEARANCE AND ALTERATIONS:

- 7.1 No laundry, washing, clothing, bedding or other articles shall be hung, or displayed from or attached to the exterior of a strata lot.
- 7.2 The exterior appearance of the building(s) shall not be altered by painting wood, ironwork, concrete or other exterior areas of the building(s) without prior written consent of the Strata Council. This includes patios and balconies. **No nails, screws or any other devices are to be attached to the exterior fibre cement trim or fascia boards or to any area of the stucco surface. The stucco is not to be punctured under any circumstances, unless special permission is given by council.**
- 7.3 No structural alterations within the interior or the exterior of the building shall be made, nor wiring, plumbing, piping or other services altered or supplemented on the strata lot or within any walls or on the common property without prior written approval of the Strata Council. Any alterations or additions made by an owner without such approval may be restored or removed by the Strata Council or its duly authorized representation and any costs incurred by the Strata Corporation as a result thereof shall forthwith be paid by the owner to the Strata Corporation. Such approval shall not be unreasonably withheld; however, the Strata Council may request that the owner undertake a written agreement to accept all liabilities for repairs and maintenance arising from the alterations.
- 7.4 The approved alterations shall be done in a workmanlike manner, to standards set by the Strata Council, and shall be done within the hours of 9:00am to 5:00pm or as prescribed by the Council.

- 7.5 An owner who is permitted to make alterations shall be responsible for the removal of any construction debris and clean up of common property each day. Where daily clean up is unsatisfactory the Strata Council shall have authority to complete or cause the completed such clean up at the expense of the owner.
- 7.6 No signs, fences, billboards, placards, advertising, or notices of any kind shall be erected or displayed on the common property or external to the strata lot, without prior approval by the Strata Council. Real estate signs must be placed in the area designated from time to time by the Council.
- 7.7 No awning, shade, radio or television antenna or aerial shall be hung from or attached to the exterior of a strata lot without prior written consent of the Strata Council.
- 7.8 All window and patio door coverings facing the exterior of the strata lot must be consistent in colour (beige or white) and in appearance.
- 7.9 An owner shall not cause damage to 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 to prevent growth or to interfere with the cutting of the lawn or the maintenance of the grounds generally.
- 7.10 The Strata Council shall have the authority to levy a fine up to \$200.00 for any infraction of these bylaws.
- 7.11 See Attached Schedule A. **BB1974131**

BYLAW #8 – PARKING:

- 8.1 Major repairs or adjustments to motor vehicles or other mechanical equipment shall not be carried out on common areas.
- 8.2 Cars may be washed only in such a manner as will not cause nuisance or annoyance to other owners and in such a place as the Strata Council may direct.
- 8.3 No person(s) is/are allowed to camp overnight in any type of vehicle in common areas.
- 8.4 Honking of automobile horns when entering, leaving or within the parking area, and the playing of loud music in the parkade are not permitted.
- 8.5 A resident shall use only the parking space(s) which have been specifically assigned to his/her strata lot for his/her vehicle. Illegally parked vehicles will be towed at the owner's expense.
- 8.6 The parking spaces assigned to a strata lot shall not be rented or leased to non-residents.
- 8.7 Each owner is responsible for cleaning up oil leakage in his/her parking stall, as well as the maintenance of same in a neat and orderly condition; failing which, after ten (10) days' notice, the Strata Council will arrange for such cleaning at the owner's expense.

- 8.9 Visitor's parking areas are exclusively for the use of guests of residents, and for temporary parking for tradespeople working in the complex. They are on a first-come basis.
- 8.10 All vehicles on common property shall be licensed or have third party liability insurance in place. Proof of insurance shall be provided to the Strata Council in writing upon request from the Council.
- 8.11 An Owner/Tenant and occupant will not use parking stalls for any purpose other than storage of a motor vehicle or maximum 4 tires per stall.

BYLAW #9 – DUTIES OF COUNCIL:

- 9.1 Any Council member who misses more than three (3) of the regular meetings during his/her term of office shall be deemed to have resigned and the position shall be considered terminated and vacant.
- 9.2 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 owners, his/her employees, agents, invitees or tenants, or an infraction or violation of these bylaws or any rules or regulations established under them. The Strata Corporation shall have a lien for the amount of such claim against the strata title of any owner and upon the strata lot of such owner.
- 9.3 The Strata Council shall not, except in emergencies, authorize, without authorization by a special resolution of the Strata Corporation, an expenditure exceeding \$1,500.00 which was not set out in the annual budget of the Corporation and approved by the owners at a general meeting.
- 9.4 No owner shall be permitted to stand for election for a position on the Council unless all charges against his/her strata lot are paid in full.

BYLAW #10 – COMMON EXPENSES AND BUDGET:

- 10.1 The fiscal year of the Strata Corporation shall be March 1st to February 28th, or February 29th, as the case may be.
- 10.2 Prior to the 1st day of April of each fiscal year, the Strata Corporation, at its annual general meeting shall approve by majority vote an operating budget for the next fiscal year, which shall include all anticipated operating expenses and the allocation to the contingency reserve fund.
- 10.3 The Strata Corporation shall provide each registered owner with not less than fifteen (15) days notice of any change in the annual general budget and/or monthly maintenance assessment, and shall deliver or mail to each owner at the address provided to the Strata Corporation a copy of the budget for the ensuing year together with a notice assessment for his/her contribution toward the common expenses of the year as determined in the prescribed manner.
- 10.4 If the owners cannot agree on a budget at the annual general meeting, the meeting shall be adjourned for one week to permit revisions to be constructed, and the revised budget shall be voted

upon at the reconvened annual general meeting. This procedure shall be followed until a budget has been approved; therefore the owners shall be notified of their monthly assessments.

- 10.5 The monthly strata fees, and any other assessments, shall be payable to the Strata Corporation, care of the management company.
- 10.6 Monthly strata fee payments and other assessments are due and payable on the first day of the first day of each month in advance. Strata fee payments not received on the due date will be subject to penalty. Payments not received after ten (10) working days are subject to penalty of \$50.00 per month.
- 10.7 In the case of an owner whose strata fees are not paid for an amount equal to four (4) months, a lien, Certificate of Default in Payment, may be filed upon the title to his/her strata lot.
- 10.8 The costs of filing liens referred to in 10.7, including administration, land title office and solicitor-client legal fees, shall be added to the account of the delinquent owner.
- 10.9 The Strata Corporation may take whatever further actions are necessary to protect the Strata Corporation and ensure collection of arrears, including the use of collection agencies, court actions and/or other remedies provided by the Strata property Act. The costs of any of these procedures shall be added to the delinquent owner's account.
- 10.10 If at anytime it appears to the Strata Council of the Strata Corporation that the approved operating budget of common expenses will be inadequate to meet the common expenses or other special expenses of the Strata Corporation, the Strata Corporation shall convene a special meeting to approve a special assessment upon the owners.
- 10.11 The deductible portion of any claim against the corporation's insurance policy shall be recoverable from the owner of the unit from which the cause of the claim originated. Any maintenance and repair to articles located within a strata lot are the responsibility of the owner(s) of the strata lot.

BYLAW #11 – FINES:

Maximum Fine:

- 11.1 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.
 - (c) \$500.00 for a contravention of a rental restriction bylaw.

BB1974131

- 11.2 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.

BB1974131

- 11.3 Any fine levied against the owner by Strata Council for violation of a bylaw shall be incorporated as part of the following month's strata fees, and shall be collectible as such in accordance with the appropriate sections of the Strata Property Act.
- 11.4 If arrangements have been made with the occupant of a unit for access to a unit and the occupant subsequently fails to provide access at the appointed date and time, the owner of the strata lot will be assessed a fine of \$50.00 and will also be charged any resultant expenses.

BYLAW #12 – SECURITY OF THE BUILDING:

- 12.1 No one shall leave open or unlocked any outside entrance or fire escape unless they are in constant supervision of the entrance.
- 12.2 No one shall let another person into the building when entering themselves unless that person is known to them.
- 12.3 No one is permitted, except authorized persons, in the common areas of the strata corporation which are restricted, such as the roof, boiler room, electrical rooms and mechanical rooms.

BYLAW #13 – MOVING:

- 13.1 A \$150 moving fee shall be paid by an owner upon each move-in.

SCHEDULE A – BYLAW 7.11

BB1974131

REGULATIONS FOR INSTALLATION OF FLOORS

1. With prior written permission from the Strata Corporation, owners are only permitted to install:
 - carpet, using a sound deadening underlay like Durason
 - tile using products with appropriate sound deadening qualities
 - engineered hardwood floorsOwners should contact the Strata Council if they require clarification.
2. For engineered hardwood floors, the following applies:

Requirements for installation:

The owner must use the following materials for installation of hardwood floors:

- a) MAPEI floor levelling compound
- b) BOSTIK MVP4 vapour layer (ground floor units only)
- c) BOSTIK Best adhesive
- d) QT perimeter isolation strip
- e) ECOPE QTSCU underlay (5 mm)
- f) BOSTIK Best adhesive
- g) **Engineered hardwood** (NOT laminate)
- h) Baseboards with acoustical caulking
- i) or any equivalent product as approved by the Council.

The hardwood flooring must be installed, using a “double glue down” method by a professional tradesperson(s) in hardwood installation, following the manufacturer’s installation instructions.

Conditions for installation:

In order to begin the hardwood installation process and be in compliance with these Regulations, the owner must:

- i) provide the Strata Corporation with a copy of the quote that meets the above specifications; signed by both the suite owner and the professional installer. **Upon approval**, the quote will also be signed by a member of the Strata Council. **Until such approval is obtained, hardwood floor installation MUST NOT commence.**
- ii) agree, in the form provided below;
 - a) that the owner has received, carefully read and understands the contents of these Regulations.
 - b) that, should any legitimate noise complaint be received as a result of or during the installation, the responsibility to satisfactorily address same will be that of the strata lot owner in perpetuity.
 - c) to assume full responsibility for future care, maintenance and if necessary, replacement of the hardwood flooring to the extent that such installation is not covered under the corporation’s standard insurance policy.
 - d) that if the engineered hardwood flooring is not installed in accordance with these regulations, the owner may be required, at their own cost, to properly reinstall the flooring in the event the flooring results in sound that is unacceptable to the surrounding strata owners, acting reasonably.

After the installation has commenced, the owner must *arrange for a council member to attend the premises at the point in the installation process of gluing down the QTSCU in order to satisfy council that the work appears to be proceeding in accordance with the quote and these regulations.*

Upon completion of the installation, the owner is required to return an Engineered Hardwood Installation Confirmation signed by the Professional Installer and him/herself.

Miscellaneous

- 1) Owners are strongly encouraged to *avoid hardwood flooring in bedrooms*, particularly when they are directly above bedrooms of another suite.
- 2) Owners are strongly encouraged to *avoid hardwood flooring in kitchens* due to the frequent opening and closing of drawers and dishwasher usage.
- 3) The Strata Corporation reserves the right to update the requirements and conditions set out above based on updates to hardwood and underlay/soundproofing technology.
- 4) The Strata Corporation reserves the right to insist upon additional measures of noise reduction (i.e. area carpeting, devices to prevent door and drawer slamming, etc.); if there are persistent complaints about noise.
- 5) Owners must ensure that installers remove all old carpet, wood flooring debris, trim and molding waste and all packaging from the materials used in the project and dispose of it off strata property.

It is the responsibility of all owners that they do not infringe upon their neighbours' "quiet enjoyment" of their suites as per:

Bylaw # 1.2

An owner shall not:

- b) permit undue noise to be made in or about any strata lot or common property or permit any act which interferes unreasonably with any other owner.*

Justification for the above requirements and conditions

After consultation with a senior flooring consultant at a major hardwood flooring installation company, the members of the Strata Council were informed that recent problems with cork underlay have been experienced, the major problem being hardwood floor movement and shifting. They are now recommending 5mm recycled rubber underlay which has a superior sound barrier to cork. The specific product is **Ecore QTSCU 5mm**. It is a Canadian product (formerly Dodge Regupol) which recently went international and has been around for 20 yrs. It was formerly "Dodge Cork" which was established 100 yrs ago. Following further research, the Strata Council has determined that this product has apparently undergone 185 independent lab and field tests which determine it has superior acoustical sound barrier properties. The 5mm product apparently performs better than ½ "cork and is manufactured in rolls.

In conjunction with the QTSCU underlay, QT perimeter isolation strip is installed which in effect 'builds a tub' around the floor. This is to 'isolate or break noise/vibration between the floor and wall. A 3/8" minimum expansion gap is required between hardwood and wall (for all flooring installations). Permanently flexible acoustical caulk is applied before the baseboards.

The price point for this QTSCU underlay is comparable to cork. It also has a lifetime warranty, under normal conditions, and is guaranteed to remain "elastic and resilient". The Bostik MVP and Bostik Best adhesive are compatible products for installation.

Engineered Hardwood Flooring Installation Acknowledgement and Agreement

_____ (you, your) Unit No. _____
Owner's name(s)

Your request to install hardwood flooring within your unit has been reviewed by the Strata Council, and approved subject to the following:

1. You confirm that you have received, carefully read and understand the contents of the Regulations for Installation of Floors (Regulations).
2. You acknowledge that if the engineered hardwood flooring is not installed in accordance with the Regulations, you may be required, at your own cost, to properly reinstall the flooring in the event the flooring results in sound that is unacceptable to the surrounding strata owners, acting reasonably.
3. You agree to assume full responsibility for future care, maintenance and if necessary; replacement of the hardwood flooring.
4. You will satisfactorily address any legitimate noise complaint that may be received as a result of or during installation.

This approval is non-transferable to future owners. It is only valid for ninety (90) days from the date this Acknowledgement and Agreement is signed and received by the Strata.

Acknowledged and agreed as to the above:

Owner(s) Signature(s) _____ Date: _____

Interim Inspection

Inspected: _____ Date: _____
Authorized signature for the Strata

Engineered Hardwood Installation Confirmation

The signatures below confirm that the engineered hardwood floor has been installed in accordance with the Strata Corporation approved quote, the manufacturers' instructions, and in compliance with the Requirements and Conditions as set forth in the Regulations.

_____ Date: _____
Owner(s) signature(s)

Print owner's name(s)

_____ Date: _____
Professional Installer's signature

_____ Company: _____
Print Installer's name(s)

Please forward this signed Agreement to the Strata Council. A copy will be forwarded to the Strata's Property Manager to be kept on record.