

BYLAWS  
STRATA PLAN LMS 4155  
*THE SAVOY*

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**DIVISION 1 – Duties of Owners, Tenants, Occupants and Visitors**

**1. Payment of strata Fees**

- (1) An owner must pay strata fees annually, in advance on the first day of January each and every year for the ensuing fiscal year of the strata corporation. For the convenience of owners only, the strata corporation will accept monthly installments on the first day of each and every month commencing on January 1 for the next ensuing twelve months provided that the owner does not default in the payment of strata fees.
- (2) Where an owner fails to pay an installment on the payment date three times in any fiscal year, permission to pay monthly shall be immediately revoked by council on written notice to the owner and the balance of the annual strata fees will be immediately due and payable.
- (3) Where an owner fails to pay strata fees in accordance with the foregoing bylaws, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually.
- (4) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- (5) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (6) When arrears of strata fees exceed two monthly payments a lien will be placed by the Strata Corporation on the Strata Lot involved at the owner's expense for the total monies due; including all legal and other expenses.
- (7) Where an owner fails to pay strata fees and/or a special levy, all outstanding strata fees will be subject to a \$200 fine for each contravention of the bylaw.

**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 bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

**3. 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) that is in contravention of any rule, order or bylaw of The City of Vancouver applicable to the Strata Lot or that will result in any unusual or objectionable odour to emanate from the Strata Lot, or that is inconsistent with the intent of these Bylaws.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
  - (i) An owner shall not:
    - (a) use his strata lot for any purpose which may be injurious to the reputation of the building;

- (b) make or cause to be made any structural alteration to his strata, or paint, decorate, or add to or remove any structure from the exterior of the building or the strata lot or add to or alter the wiring, plumbing, piping or other services on his strata lot, or within any bearing or party wall or the Common Property without first obtaining the written consent of the strata council; and
- (3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
  - (a) a reasonable number of fish or other small aquarium animals;
  - (b) a reasonable number of small caged mammals;
  - (c) up to 2 caged birds;
  - (d) two dogs or two cats.
  - (e) The owners of pets shall be fully responsible for their behavior within the common property. If a pet is deemed to be a nuisance by the Strata Council, it shall be removed from the Strata Corporation within thirty (30) days. Visitors shall be informed of the rules concerning pets and residents will be responsible for clean up or damage repair should their guests bring pets into the Common Property.
  - (f) No vicious dogs are permitted in any Strata Lot or on any portion of the Common Property, including:
    - (i) any dog that has killed or injured
    - (ii) any dog that aggressively harasses or pursues another person or animal while running at large; or
    - (iii) any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting or;

- (iv) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, or any dog of mixed breeding which includes any of these breeds; or any dog which has the appearance and physical characteristics predominately conforming to these standards for any of the above breeds, as established by the Canadian Kennel Club or the American Kennel Club or the United Kennel Club, as determined by a veterinarian licensed to practice in the Province of British Columbia.
- (5) An owner, tenant, or occupant shall not feed nuisance birds such as pigeons, seagulls, crows, starling and other birds from any Strata Lot or the Common Property

#### **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) Any owner of a Strata Lot who leases his lot without submitting a Form K in accordance with the Strata Property Act shall be liable to a fine of \$200.00 for every month or part thereof that a tenant is in occupancy of the Strata Lot and the Form K is not submitted.

#### **5. Obtain approval before altering a strata lot**

- (1) An owner must obtain the written approval of the strata corporation before making 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 or windows on the exterior of a building, or that front on the common property;
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
  - (f) common property located within the boundaries of a strata lot;

- (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (h) the painting of the exterior, or the attachment of sunscreens or greenhouses, or a satellite dish.

**6. Obtain approval before altering common property**

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

**7. 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, mutually agreed upon, based on 48 hours' written notice,
    - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act, or
    - (ii) to ensure compliance with the Act and the bylaws.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) Where the Strata Corporation is required to enter a Strata Lot for the purpose of maintaining, repairing, or renewing pipes, wires, cables and ducts for the time being existing in the Strata Lot, which are capable of being used in connection with the enjoyment of any other strata Lot or the Common Property, the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner. The Strata Corporation shall make good any damage to the Strata Lot occasioned by such works and restore the Strata Lot to its former condition, leaving the Strata Lot clean and free from debris

- (4) Where the strata corporation or its representatives require access to a strata lot to carry out regularly scheduled inspections/servicing, such as in respect of in-suite smoke detectors, fire alarms, dryer ducts and vents, plumbing, electrical wiring or otherwise, access must be provided at the time(s) specified in the notice circulated to owners, unless other arrangements are made in advance between the owner/occupant of a strata lot and the strata council. If any such inspection/service visit has to be re-scheduled due to the failure of an owner or occupant to comply with the foregoing, it shall be done at the cost of the owner, to whose account all charges incurred as a result (including those of any forced entry that may be required) will be charged, and will thereupon become due and payable immediately.

## **DIVISION 2 – Powers and Duties of Strata Corporation**

### **8. 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 and windows and skylights on the exterior of a building or that front on the common property;
    - (E) fences, railing and similar structures that enclose patios, balconies and yards:
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
  - (i) the structure of a building,



- (ii) the exterior of a building,
- (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
- (iv) doors and windows and skylights on the exterior of a building or that front on the common property, and
- (v) fences, railing and similar structures that enclose patios, balconies and yards.

### **DIVISION 3 - Council**

#### **9. Council size**

- (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- (2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

#### **10. Council members' terms**

- (1) The term of office of a council member ends at the end of the annual general meeting at which a replacement is elected.
- (2) A person whose term as council member is ending is eligible for re-election.
- (3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against the strata lot under the Act.

#### **11. Removing council member**

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

#### **12. Replacing council member**

- (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.

### **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 2 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 possible 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 2 weeks 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) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
  - (a) bylaw contravention hearings under section 135 of the Act;
  - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
  - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

**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) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes

**19. Council to inform owners of minutes**

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

**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 or 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 bylaws.
- (2) Despite subsection (1), a council member may spend 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 Bylaws and Rules**

**23. Maximum Fine**

The strata corporation may fine an owner or tenant a maximum of

- (a) \$200 for each contravention of a bylaw, and
- (b) \$50 for each contravention of a rule.

**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 Meeting**

**25. 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.

**26. Participation by other than eligible voters**

- (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.

**27. Voting and Quorum Requirements**

- (1) At an annual or special 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, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president may break the tie by casting a second deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) 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.

**28. Voting Limitation**

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

## 29. Order of Business

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

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



- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

#### **DIVISION 6 – Voluntary Dispute Resolution**

#### **30. Voluntary dispute resolution**

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

#### **DIVISION 7 – Marketing Activities**

#### **31. Marketing**

- (1) Signs advertising the sale, lease or open house of a strata lot must be not displayed in the windows or on the balcony of the strata lot.

## **DIVISION 8 – Moves In and Moves Out**

### **32. Moves**

- (1) All moves in and out of the building must be booked at least seventy-two (72) hours in advance with the resident manager.
- (2) A move in fee \$200.00 shall be assessed to the strata lot owner for each move-in to the strata lot.

## **DIVISION 9 – General**

33. The fiscal year end of the strata corporation is December 31.

### **34. Disturbance of Others**

- (1) Mops or dusters of any kind shall not be shaken, and nothing shall be thrown out of any window, door, passage, or other parts of the Strata Lot or the Common Property.
- (2) Doors to owners' strata lots are to be kept closed at all times except when entering and exiting the strata lot.

### **35. Hazards**

- (1) Fire hazards must be minimized. No item shall be brought onto or stored in a Strata Lot or the Common Property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation or which will invalidate any insurance policy.
- (2) No material substances, especially burning material such as cigarettes or matches, shall be permitted to be discharged from any window, door, patio or other part of a Strata Lot or the Common Property.
- (3) No tools, repair work, construction, painting, cutting may occur in stairwells.

### **36. Cleanliness**

- (1) All household refuse and recycling material shall be secured in suitable plastic bags or recycling containers. The owners will comply with the City's recycling program as it is implemented.
- (2) Any waste material other than ordinary household refuse and normally collected recycling materials shall be removed by the individual owner or resident of the Strata Lot.

- (3) No garbage, umbrellas, shoes, floor mats etc. are to be left outside the strata lot, for example in the hallways. The purpose of this bylaw is to avoid impeding the safe exit during an emergency situation.

### **37. Exterior Appearance**

- (1) No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the Common Property or the Strata Lot without prior written approval by the Strata Council.
- (2) No awning, shade screen, smoke stack, satellite dish, radio or television antenna shall be hung from or attached to the exterior of the Strata Lot, without prior written consent of the Strata Council.
- (3) No laundry, clothing, bedding or other articles shall be hung or displayed from windows, patios, or other parts of the Strata Lot so that they are visible from the outside.
- (4) Draperies or window coverings that are visible from the exterior of any Strata Lot shall be cream or white in colour.

### **38. Patios/Decks and Balconies**

- (a) No items other than what is permitted by the bylaws and/or Rules shall be kept on patios/decks, balconies or common property, unless express permission by Council has been granted.
- (b) Items which MAY be kept on a patio/deck or balcony are:
  - (i) Gas or electric barbeques.
  - (ii) Patio style furniture only (no upholstered living room sofas, chairs, bookcases etc.)
- (c) Items which MAY NOT be kept on patio/deck or balcony are:
  - (i) Freezers
  - (ii) Clothes lines/racks or any hanging clothing.
  - (iii) Storage units, shelves or items unless written approval given by Council.
  - (iv) Sports equipment such as skis, exercise machines, dart boards, punching bags, weights.
  - (v) No lighting other than which was installed as an original permanent fixture, i.e. no torches. Permanent fixtures outside are part of the

limited common property and may not be changed without prior permission from Council.

- (vi) No Christmas lights before December 1 or after January 10. No strings of lanterns or lights at any other time.
  - (vii) No free standing trellises. Trellises must be situated against a wall so as not to detract from the architectural lines of the deck/patio or balcony railings. Owners must obtain consent from Council for trellises.
  - (viii) No bird feeders, bird-baths, dog/cat houses or cat carpet climbing trees.
  - (ix) No flooring (cedar, carpeting etc.) may be installed on deck surfaces in a manner that may penetrate/damage the deck membrane and create potential leakage problems or other damage.
  - (x) No cleaning supplies such as mops, garbage cans/bags.
  - (xi) No storage of empty boxes, cans bottles, tires or general refuse.
  - (xii) No outdoor fireplaces, chimneys
- (d) Residents are permitted to have planters and flower boxes on their patios/decks and balconies with the following guidelines:
- a) Small shrubs and flowers are permitted; no vegetable gardens ARE allowed.
  - b) No plantings shall be made that attach themselves to the building areas, such as ivy.
  - c) Planters, flower boxes, statues etc. must be on the limited common property, not on any surrounding common property.
  - d) No hanging baskets from balconies.
  - e) No flower boxes hanging on the outside of the balcony; flower boxes must be on the inside of the balcony.
  - f) Residents are responsible for keeping these planters and flower boxes neat and tidy in appearance at all times year-round and must have trays below them to catch water run-off.

### **39. Common Areas**

- (1) The Strata Council shall administer all common areas and any rules and regulations formulated by the Strata Council from time to time shall be binding upon all owners, residents and visitors.
- (2) The common facilities are for the use of residents and their invited guests only. A resident must accompany guests when using these facilities.

#### **40. Parking**

##### **(1) Resident Parking**

- a) Residents are responsible to ensure that the underground security gates close before proceeding.
- b) A resident owner shall use the parking space(s) which have been specifically assigned to the strata lot. Owner shall not park on the common property (visitor parking).
- c) Parking spaces assigned to a strata lot, or any visitor parking stalls, shall not be rented or leased to non-residents.
- d) No vehicle may be parked or stored on the common property except private passenger motor vehicles and bicycles in designated areas. Without limiting the generality of the foregoing, prohibited vehicles include, but are not limited to, buses, derelicts, motor homes, trailers, trucks and uninsured vehicles.
- e) Parking areas may not be used for the storage of other than one automobile, except with prior written approval of the strata council. No storage, boxes or structures of any kind are allowed in any parking spaces or private garages.
- f) All parking spaces and private garage areas are limited common property and shall not be altered or defaced in any manner.
- g) No vehicle shall be parked in a manner that reduces the width of garage, roadway, neighbour's parking space or walkway. Parking is not permitted in the turn-around area in the back alley.
- h) Only vehicles with current registration and insurance in force, or appropriate storage insurance, shall be allowed in the parking areas, except with special permission of the strata council. Parking of vehicles other than those owned or leased by a resident or their guests is prohibited. Proof of storage insurance must be provided to strata council upon request.
- i) Excessive speeds and dangerous driving are prohibited in the parking area. The posted speed limit will be strictly enforced.

- j) No person(s) is/are allowed to camp overnight in any type of vehicle in common areas.
  - k) No repairs or adjustments to motor vehicles or other mechanical equipment shall be carried out on the common property.
  - l) Vehicle dripping excess oil, gasoline or other fluids will be prohibited from parking until repaired. Owners of vehicles causing staining from such fluids shall, when notified by the strata council, clean up all areas affected. Failure to do so within seven days or receipt of the notice shall result in the strata council arranging for cleaning of the area(s) and charging the owner with the cost incurred.
  - m) No vehicle shall be parked in the loading zone for a period longer than the time reasonable for the loading and unloading of the vehicle.
  - n) Any vehicle, trailer, boat or equipment parked in contravention of the foregoing will be removed at its owner's sole risk and expense.
  - o) All vehicles must be parked within each parking stall. Stalls are marked with end lines according to whether spots are designated regular or small. Vehicles violating the parking limits will be warned upon one occurrence and then on the second occurrence towed at the owner's expense. Any owner wishing to request for slightly larger allowance must petition the council for specific permission. Any vehicle obstructing the traffic lanes will be towed at an owner's expense. Owners renting their parking stall are responsible to inform renters of the maximum size limits.
- (2) **Visitor Parking – “Visitor Parking” is based on a 24-hour period within the same calendar day.**
- a) Only residents of The Savoy, 928 Richards, are allowed to park their visitor's in designated parking areas, and must follow the rules/regulations.
  - b) Every unit will receive one (1) Visitor Parking Tag (VP Tag) to allow their guest to park in the visitor parking area for a 24-hour period. The tags are simply clipped onto the rear view mirror of your guest's vehicle while it is parked in the visitor parking area.
  - c) Residents are not allowed to park their vehicles in visitor parking and will be towed immediately at their risk and expense.
  - d) If you are expecting more than one visitor at a time, arrangements can be made in advance by contacting the Resident Manager during regular business hours.

- e) Guests visiting for longer than a 24-hour period in the same calendar day will require an “Extended Visitor Parking Permit” – see below.
- f) Drake Towing (or other assigned agent) will perform the monitoring of the VP Tag system. Any car parked in the visitor’s area without a VP Tag or parked with a tag for a period of more than 24 hours will be towed at the vehicle owner’s risk and expense. The 24-hour period is considered to be within the same calendar day i.e. your visitor cannot arrive at 5:00 p.m. Friday and leave at 4:50 p.m. on Saturday and be considered within the 24-hour rule. If your visitor is staying past midnight, you are responsible to secure an appropriate extended visitor tag from The Savoy staff. These tags are available Monday through Sunday, 9:00 a.m. until 4:00 p.m.
- g) If a vehicle is observed in the visitor parking area, and is then observed 24 hours later, it will be towed. This is notwithstanding that the vehicle may have left the property during the 24 hours and/or is parked in a different visitor stall. If your visitor is staying over the 24-hour period, you are responsible for securing an appropriate extended VP tag from the staff at The Savoy.
- h) The visitor parking area will be observed to ensure no car is utilizing the area for more than six days in any given month (eight 24-hour parking days), excluding cars with a valid Visitor Parking Permit (see below).
- i) Replacement Visitor Parking tags may be obtained from the Resident Manager during regular business hours. Each unit will receive one VP tag at no cost. If a VP tag is lost, you will be required to pay \$25.00 for a replacement tag. Replacement tags are marked to identify them as a replacement. If an original VP tag and its replacement tag are both observed in the visitor parking area, both vehicles will be towed at each vehicle owner’s risk and expense.
- j) Visitor Parking Permits are available if you are expecting visitors for a period longer than 24 hours. This allows our guest to park in the visitor’s parking area for the specified dates on the permit. Permits are available in advance from the Resident Manager during regular business hours.
- k) Visitor Parking Permits are not available for long-term regular guest visitations.
- l) Contractor parking is available but a permit must be obtained from the Resident Manager. If the contractor is only visiting for one day, then a regular VP tag may be used.

- m) Any vehicles found in contravention of any of the parking regulations will be towed away at the owner's risk and expense. You and your visitor are responsible for any vehicle(s) parked at The Savoy. The Strata Corporation, Strata Council and the Management Agent will not accept responsibility for any damage to vehicles that are towed away. Any and all issues arising from being towed are to be addressed with Drake Towing (or other assigned agent), not through the Strata Corporation, Strata Council or Management Agent. The Strata Corporation does not and will not reimburse for towing expenses.

#### **41. Damage to Property**

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

#### **42. Security**

- (1) Strata Lot owners or residents are responsible for anyone they admit onto or about the Common Property, inclusive of agents, servants, licensees, or invitees.
- (2) All residents are requested to stop their vehicle upon passing the parkade gate and to remain stopped until the gate closes completely.
- (3) Residents are required not to grant access to the building to any individual who does not scan their own fob at any common area door regardless of how harmless or familiar they may appear.
- (4) The maximum number of IRT's (Access Fobs) that can be purchased per unit/strata lot is four (4).
- (5) Only tenants who have completed and filed a "Form K" with the Strata Corporation and Resident Owners shall be listed on the Enterphone and each resident shall be given the choice to only have either the word "occupied" or any combinations of their first and/or last name on the Enterphone.



#### 43. Changes to Strata Lots

- (1) An owner or owners may, with the prior written approval of the Strata Council, make changes to the floor finishing of their strata lot from carpet to any hard surface floor finish (e.g.: tile or hardwood flooring) and the council shall give due consultation to the issue of sound transmission between strata lots.
- (2) An owner or occupant of a strata lot which already has hard floor surfaces such as wooden floors or tile in a strata lot at the time this bylaw was passed must take all reasonable steps to satisfy noise complaints from residents within audible range, including without limitation:
  - (a) ensuring that no less than sixty percent (60%) of such hard floor surfaces, excepting only kitchens, bathrooms, laundry rooms and entry areas, are covered with area rugs or carpet unless otherwise dictated by a medical condition;
  - (b) avoiding walking with hard shoes or dragging furniture or other heavy objects across such floor surfaces;
  - (c) chair legs should be fitted with felt pads;
  - (d) avoiding activities that will cause unnecessary noise such as, bouncing balls, dancing and stomping of feet; and
  - (e) any noise inducing equipment should be separated from the floor with adequate cushioning.
- (3) Any alteration to a strata lot or to 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.
- (4) 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.

- (5) Owners who undertake alterations in accordance with these bylaws, 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.
- (6) 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.
- (7) 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.
- (8) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the council.
- (9) 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.
- (10) Work on alterations shall be limited to between the hours of 8:00 a.m. and 8:00 p.m. in compliance with Section 3.1(b) – Use of Property.

#### **44. Leasing Requirements**

- (1) An owner must:
  - (a) 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); and
  - (b) cause the tenant to execute a Form K – Notice of Tenant’s Responsibilities as provided in the Strata Property Act (British Columbia), as amended or

replaced, prior to his or her occupation of the strata lot and provide the Strata Corporation with a copy thereof.

**45. Small Claims Court**

- (1) Pursuant to section 171 of the Strata Property Act, the council, on behalf of the strata corporation, may commence a proceeding under the Small Claims Act against an owner or other person to collect money owing to the strata corporation without further authorization from the strata corporation.

The council may commence the proceedings to collect monies owing to the strata corporation for any reason, including but not limited to monies owing by an owner or tenant for a fine or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim. The council has full authority to negotiate a settlement or discontinue the action.

**46. Severability**

- (1) Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, 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 bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires.

**47. Illegal Use of Strata Lot Prohibited**

- (1) The owner of a strata lot shall not permit it to be used for any purpose that is prohibited by any law, regulation or bylaw, whether federal, provincial or municipal; or in any way that contravenes these bylaws or the rules of the strata corporation, or which, in the opinion of the strata council acting reasonably, is injurious to the good reputation of the strata corporation. Without in any way limiting the generality of the foregoing, this includes producing or trafficking, or both, any controlled substances within the meaning of the Controlled Drugs and Substances Act.

- (2) Where a strata lot is rented in accordance with Bylaw 44 – Leasing Requirements, it is the responsibility of the strata lot owner to be in contact with the tenant and ensure that the strata lot is inspected on a regular basis, and in any event no less than once every six (6) months, to ensure that there is no illegal activity taking place within the strata lot as described in Bylaw 47.1 and upon request of the strata council to provide written confirmation to the strata council that the inspection took place.
- (3) Where a strata lot is used in a manner prohibited by this bylaw, the strata corporation may also charge back to, or sue to recover from, the owner of the strata lot all costs resulting from any loss, liability or damage to other strata lots in the strata corporation and their contents, owners and occupants, and/or to the common property or common assets of the strata corporation, whether or not the owner is or was aware of such prohibited use of the strata lot.
- (4) Where a strata lot is used in a manner prohibited by this bylaw, the owner of the strata lot may be fined up to \$200 per infraction. For so long as the contravention continues, the owner may be fined every seven days.

48. General

- a) No owner shall use any part of the common property for storage except as permitted in writing by the Council. No owner shall keep floor mats, rugs, furniture, shoes, stroller, umbrellas and garbage bags outside their door in the hallways. No owner shall store any items on their parking space or private garage.
- b) For consistency, the suite numbers must be displayed on the exterior side of the private suites must not be changed or altered.
- c) No owner and/or resident shall:
  - i) Do anything or permit anything to be done that will increase the risk of fire or the rate of fire insurance on the building of any part thereof, or
  - ii) 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.

- d) The deductible portion of the claim against the building insurance shall be recoverable from the owner and/or resident of the strata lot from which the cause of the claim originated where in the opinion of the Strata Council, the claim is the result of the negligence of the owner and/or resident.
- e) The sidewalks, walkways, passages and driveways of the common property shall not be obstructed or used for any purpose other than entering or exiting from the building, the strata lots and parking areas within the common property. No access doors or common area doors are to be propped open or left in an unlocked position at any time.
- f) No mops, rugs or dusters of any kind shall be shaken and no refuse or any other objects shall be thrown out of any windows or doors, or from any balcony or deck/patio of a strata lot.
- g) Owners and/or residents are to take care when washing their balcony or patio/deck that an undue amount of water shall not be poured onto the balcony as this may cause the unit below to suffer the dirty water draining off. Damp mopping is the best method of cleaning balconies.
- h) Ordinary household refuse and garbage shall be removed from each strata lot and deposited in containers provided by the Strata Corporation for that purpose. All garbage shall be plastic-bagged and tied before depositing.
- i) All large items that should not be deposited into the compactor shall be left in an area designated by the Resident Manager. The Strata Corporation will arrange for removal of large items from a designated storage area.
- j) No owners or occupants of a strata lot, or their guests shall do anything on common property likely to damage the plants, bushes, flowers or lawns and shall not place objects of any of the garden areas so as to damage them, or prevent reasonable growth.
- k) An owner, occupant or agent of an owner may not display an advertising sign of any type upon any strata corporation property where it is visible to the general public, except in designated areas, nor will any of the above persons leave open or unlocked any entrance door to the building for the purpose of “open house” selling.
- l) Any signage for open houses must be left free-standing outside the front areas, including the suite no. so the visitors may dial on intercom. No signs may be posted to the doors/windows.
- m) No wheeled transport such as riding of bicycles and use of roller blades are permitted through the Richards Street main lobby, with the exclusion of wheelchairs and baby carriages

- n) Common area barbeque hours shall be from 11:00 a.m. to 9:00 p.m.
- o) Owners are not permitted to bring outside people into the building for commercial use of the fitness equipment and/or swimming pool. Owners may engage in utilizing a fitness trainer for their personal benefit.
- p) No bikes are permitted in the elevators. No bikes should be brought in through the main lobby area, and guests who bring bikes into the building are asked to please use the storage room off of the P1 level.

49. Insurance

- 1. The owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of an owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.
- 2. The owner shall indemnify and save harmless the condominium corporation from the expense of any maintenance, repair, or replacement rendered necessary to the common property, limited common property, common assets or to any condominium unit where the cause of the damage originates in the owner's condominium unit and the expense is not reimbursed from the proceeds of insurance. In such circumstances, the condominium corporation may take such steps as it deems necessary to remedy the damage and the owner of the Strata unit must pay all costs of same, including any legal costs.

50. Depreciation Report

No depreciation report will be obtained for the strata corporation until such time as it is approved by the Owners or determined to be required as yet to be set out in the SPA regulations.

51. In-Suite Fire Device Testing

An owner and/or tenant must allow access to their unit for in-suite fire device testing during the annual fire testing as per the date and time indicated on the notice, which is posted in advance for the testing. Failure to provide access may result in a bylaw violation fine of \$200. Also all the costs for subsequent re-inspection(s) will be charged to the account of their strata lot.