



**STRATA PLAN EPS 1236
ORA**

BYLAWS

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Amendments:

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Strata Plan EPS 1236**

SCHEDULE OF STANDARD BYLAWS

NOTICE:

The attached bylaws for Strata Plan EPS 1236 are in addition to those bylaws contained in the Strata Property Act of B.C. For legal purposes, you should obtain a true copy of the bylaws from the Land Title Office.

This disclaimer is valid anytime it is attached to documents with respect to Strata Plan EPS 1236.

Furthermore, all references made in this document pertain to the Strata Property Act, hereinafter referred to as “the Act.”

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 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.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot, which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the *Act*.
- (3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An owner, tenant, or occupant who is operating a live/work at the building:
 - (a) must comply with all City of Richmond business regulations and licenses.
 - (b) must not expose other owners and/or residents of the strata corporation to any business activity that may impose greater obligations or disrupt the intended residential use of the strata corporation.
 - (c) must not generate pedestrian or vehicle traffic to a greater extent than is normal in the strata corporation Inform strata corporation

3.4 PETS

1. 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
 - (b) animals: a reasonable number of small caged mammals;
 - (c) up to two caged birds;
 - (d) up to two dogs or two cats, or one of both.
2. Without limiting the foregoing, an owner, tenant or occupant must not keep on a strata lot any exotic animal or pet including without limitation, any wild animal, snake, reptile, scorpion or spider.
3. An owner, tenant, occupant and visitor:
 - (1) must keep a pet quiet, under control and on a leash or otherwise secured and must not leave a pet unattended when on the common property or on land that is a common asset;
 - (2) must prevent a pet from urinating and defecating when on the common property or on land that is a common asset, and must immediately and completely clean up excrement and other messes and repair any damage caused by a pet; and

- (3) must prevent incessant crying or barking from a pet that is heard from outside the owner's strata lot.
4. A pet owner must register a pet cat or dog with the strata corporation within 30 days after the pet starts to be kept on a strata lot by providing the name, breed, coloring and markings of the pet, and a true colour photograph of the pet and the owner's name, address and telephone number(s).
5. The strata council may prohibit a pet from being kept on a strata lot and order the pet owner to permanently remove the pet from the strata lot if the pet is found by the strata council to be a chronic annoyance to any resident and the cause of unreasonable interference with the use and enjoyment of any strata lot or any common property or land that is a common asset, or if the owner of the pet is found by the strata council to be in contravention of any pet bylaw. The owner of the strata lot must pay all costs (including legal costs on a solicitor and own client basis) incurred by the strata corporation to enforce such permanent removal of a pet from the strata lot.
6. Notwithstanding Bylaw 6.1(4), an owner, tenant or occupant shall not keep a dog which weighs more than 30 pounds on a strata lot. This weight restriction shall apply regardless of the age of the dog.
7. A pet owner must not permit a loose or unleashed pet (leashes cannot exceed six feet in length) at any time on the common property or on land that is a common asset. Any pet found loose on common property or land that is a common asset shall be delivered to the municipal pound at the cost of the strata lot owner.
8. A pet owner must ensure that any pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.
9. A strata lot owner must assume all liability for all actions by any pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
10. An owner, tenant or occupant must not permit any pets in the Landscaped Area.

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.

5 Obtain approval before altering a strata lot

- (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot; and
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the *Act*.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) This section does not apply to a strata lot in a bare land strata plan.

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, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the *Act*,
- (2) The notice referred to in subsection 7 (1)(b)) must include the date and approximate time of entry, and the reason for entry.

Division 2 – Powers and Duties of Strata Corporation

8 Repair and maintenance of property by Strata Corporation

- (1) 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 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, 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

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 the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.

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 feasible after the meeting has been called.

15 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.

16 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.

17 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.

18 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.

19 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.

20 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 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.

21 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

22 Maximum fine

- (1) 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.

23 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

24 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.

25 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.

26 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) 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.

27 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;
 - (i) **Quorum**
If within 1/2 hour from the time appointed for an annual or special general meeting, a quorum is not present, the eligible voters, present in person or by proxy, constitute 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

28 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 persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Marketing Activities by Owner Developer

29 Display lot

- (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

30 An owner developer who has one or more unsold strata lots may:

- (a) Use any strata lot or strata lots, whether owned or leased by it, as display lots and/or sales centres and carry on any marketing and sales functions and events within such strata lots and the common property within the strata plan and/or any limited common property of any strata lot owner of leased by the owner developer;
- (b) Have access to and utilize any and all parts of the common property (including parking areas) and common facilities for the purpose of showing strata lots, the common property and the common facilities to prospective purchasers and their representatives; and
- (c) Display marketing signs on the common property and/or the limited common property or window of any strata lot owned or leased by the owner developer,

in each case as may be reasonably determined by the owner developer in order to enable or assist it in marketing or selling any strata lot within the strata plan owned or leased by the owner developer or any strata lot owned or leased by a related owner developer within any adjacent development. The owner-developer shall act reasonably in exercising its rights under this bylaw 30.

- 31.** Advertising for the resale or rental of a Strata Lot shall only be permitted on a single sign that shall be located, supplied and maintained by the Strata Corporation.

32 Bicycles, Storage and Parking

- (1) Bicycles are not permitted in elevators, hallways or any other common areas. No bicycles are to be kept on the balconies or patios; instead, they will be stored within

the owner's designated storage locker or such other area as may be prescribed by the Strata Council. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only. No storage on common property.

- (2) Any owner, tenant, occupant of a strata lot or guest, employee, agent or invitee of any owner or occupant, that leaves any item anywhere on or in the common property or on any limited common property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the Strata Corporation by anyone that is an insured under that policy.
- (3) An owner, tenant or occupant of a residential strata lot must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the Strata Council.
- (4) An owner of a residential strata lot will not:
 - (a) use, or permit any occupant of his or her strata lot to use, any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his or her strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;
 - (b) carry out, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
 - (c) rent or lease the parking space assigned by the strata corporation to his or her strata lot or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;
 - (d) park, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to park any vehicle, in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and
 - (e) use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the strata council.
 - (f) Car washing is prohibited in the parkade.
- (5) An owner, tenant or occupant of a residential strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property. Residents are also to refrain from washing their vehicles on common property.

Parking

Comply with rules of executive council:

An owner must comply with and ensure that his or her tenant complies with any parking rules established from time to time by the relevant executive council.

- (6) Owners of a car space are required to have a parking pass associated with their assigned parking stall displayed in their vehicles at all times. The number shown on the Parking Pass corresponding with the assigned parking stall number must be visible at all times.
- (7) Owners will be given a warning for their first offence. All subsequent offences will be followed by a fine or towing.
- (8) Owners/Tenants must park in their own car space, unless they have an agreement with another parking stall assignee.
- (9) 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 \$2,000,000.00 Third Party liability) or the vehicle will be towed away at the vehicle owner's sole expense, immediately without notice.
- (10) Any vehicle parked in residential parking must have valid insurance decals applied to their license plate. Vehicles without valid decals or without license plates are required to have vehicle storage insurance papers displayed on their vehicle dashboard. Strata reserves the right to tow any vehicle not displaying valid insurance.

Stop and Fob

- (1) Residents entering or exiting the parkade must stop and wait for the gate to close entirely before proceeding into or out of the parkade. The last car entering the parkade must wait for the gate to close completely before entering or exiting the parkade.

Parking Prohibitions

- (2) An owner, tenant, occupant or visitor must not:
 - (a) Use the parking facility for any purpose other than the parking of motor-vehicles nor, without limiting the foregoing, use the parking facility for carrying out any tune-up, oil-change, repair, painting, installation or any other work on a motor vehicle;
 - (b) Park any oversized vehicle or any boat, trailer or camper nor store any unlicensed or uninsured motor vehicle on the common property or land that is a common asset;

- (c) Park any motor vehicle that drips oil, gasoline or other fluid without removing same to the satisfaction of the relevant executive council;
- (d) Leave a motor vehicle running and unattended nor leave a motor-vehicle unattended in a manner that may interfere with the use of any part of the parking facility;
- (e) Use any parking stall other than the parking stall assigned; store in the parking facility any noxious, hazardous, dangerous or inflammable substance or substance that gives off an offensive odour.
- (f) Store a vehicle on the common property unless the vehicle is licensed and has storage insurance with a minimum of \$2 million in liability insurance.
- (g) Exceed the maximum driving speed of 10km.

33 Moving In & Moving Out

- (1) It will be the express responsibility of parties moving in or out to conform to the rules established for moving in or out.
- (2) Elevator move in move out reservations will only be taken as first-come first-served basis. A minimum of 48 hours' notice is required to the building manager. In order to protect the elevator during the move, the building manager will put up the mats on the walls of the elevator and the floor of the elevator before the move. The occupant/tenant will only be allowed to move in move out large items that require the elevator to be locked off during the scheduled elevator time.
- (3) Hours of move-ins and move-outs are restricted to between 9:00 a.m. and 18:00 pm. Moves must be finished by 18:00.
- (4) Full instructions for the operation of the move will be given by the Building Supervisor.
- (5) Owners will be responsible for any Occupant/Tenant in their Strata Lot moving in or out of the building and will be responsible for any damage to Common Property.
- (6) The Site Representative on behalf of the Council 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. During the move, all lobby doors must remain closed and locked when unattended.
- (7) A non-refundable cheque of \$300 made payable to the Strata Corp before a move in can proceed. This fee is for the first move in and the final move out.
- (8) In case of a furnished suite move within the building, a fee of \$150 is required.
- (9) All moves in/out must be made through the lobby.

- (10) During the time of a Move In or Move Out, the Occupant/Tenant must remain in the Lobby at all times to supervise the security of the building whilst the doors to the building remain unlocked.
- (11) Any moves over four (4) hours will be charged at a rate of \$50 per additional hour.
- (12) The Building Supervisor must be notified of any furniture delivery to ORA. The delivery must be supervised while it is taking place.

34 Swimming Pool/Jacuzzi/Steam Room/Sauna

- (1) All individuals must take a shower in the change room when first entering the Pool/Jacuzzi/Steam Room/Sauna, and before switching from the steam room or the sauna going into the pool or Jacuzzi. There are to be absolutely no exceptions. After a sauna/steam room, oils and sweat from the skin come to the surface leaving additional residue in the pool if not washed off, which increases the overall maintenance and cleaning costs.
 - (a) All persons using the swimming pool, Jacuzzi, steam room, or sauna do so at their own risk. The strata corporation or management are not liable for any accident, injury, loss or damage, however caused.
 - (b) The facility is for the private use of residents and their visitors only. Visitors must be accompanied by a resident at all times while using the facilities.
 - (c) No drinks or food allowed in the area.
 - (d) No diving, boisterous behaviors, rough play or offensive activities permitted.
 - (e) After using the pool, Jacuzzi, steam room or sauna, please dry off and turn off all the lights before leaving the area.
 - (f) Swimwear must be worn at all times. No cut-offs t-shirts, or street shoes (No nude bathing or changing anywhere other than in the change rooms).
 - (g) The strata corporation or management reserves the right to deny use of the facility to anyone at any time.
- (2) Swimming pool hours will be from 6:00 a.m. to 11:00 p.m. except when pool is closed for cleaning and or repairs.
- (3) Any person having any apparent skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharges, or any communicable disease shall be excluded from the use of Jacuzzi, pool, steam room, and sauna.
- (4) No inflatable items, rafts, or toys shall be allowed in the pool or pool area except child's water wings. Life saver equipment is not to be played with.
- (5) o masks, flippers or any underwater diving equipment may be used in the pool.

- (6) No one under the age of fourteen (14) years is permitted in the pool area unless accompanied by an adult 19 years or older. All children using the facilities will be completely toilet trained or using swimming diapers and those under the age of four (4) years are prohibited from using the Jacuzzi.
- (7) It is requested that all individuals co-operate in maintaining maximum cleanliness and tidiness in the swimming pool area
- (8) Anyone using the Jacuzzi is advised that the recommended maximum stay should not exceed 15 minutes.
- (9) No chemicals, shampoo or soaps are to be used in the pool, Jacuzzi, steam room or sauna at any point in time.
- (10) Individuals using steam room are recommended to limit any one use to 10 minutes for health reasons. No children under fourteen (14) years of age are allowed in the steam room or sauna.
- (11) Persons with heart problems, or those experiencing faintness or dizziness shall not use the Jacuzzi.
- (12) No one under the age of fourteen (14) years is permitted in the hot tub or swimming pool unless accompanied by an adult nineteen (19) years or older, and no one under the age of twelve (12) years is permitted in the amenity room unless accompanied by an adult nineteen (19) years or older.
- (13) For hygienic reasons, strollers and/or outside footwear are not permitted in the pool area.
- (14) No running, diving, jumping, boisterous behavior, rough play, unnecessary noise or offensive activities are permitted.
- (15) After using the pool or jacuzzi, please dry off before leaving the area.
- (16) Parents should not let their children stay in the Jacuzzi for more than 5 minutes at a time. Toddlers and infants are particularly susceptible to over heating and should not be permitted in the pool. Therefore, anyone under the age of 4 is not allowed in the Jacuzzi.
- (17) Swimwear must be worn in steam room.

35 Amenity Rooms

The Amenity Room is available for daily between the hours of 9:00 a.m. and 10:00 p.m.

- (1) Any casual usage of the Amenity Room is limited to two (2) hours. More than two (2) hours usage of the room constitutes a party and must be booked exclusively at least 72 hours in advance. Bookings must be made Monday to Friday during regular business hours.

- (2) Pay the booking fee of \$50.00 (by cheque payable to Strata Corporation EPS1236) to the Building Supervisor at least 72 hours prior to any party. Each party (any more than four (4) people) is limited to six (6) hour time slots. Over six (6) hour slots will be charged an additional \$50.00 per hour. The Amenity room keys must be returned to the Building Supervisor within the next business day, before 10:00 a.m.
- (3) No food storage in the Amenity Room for more than two (2) hours or when the Resident is not present.
- (4) No food preparation, other than use of the microwave to reheat individual items, in the Amenity Room.
- (5) Residents using the BBQ will be charged an additional \$30.00. The BBQ can only be used for a maximum of 4 hours and a deposit of \$200.00 must be paid in order to reserve the BBQ.
- (6) Any use of the BBQ constitutes a party.
- (7) The BBQ must be thoroughly cleaned by the Resident and inspected by a representative of the building before any deposit will be returned.
- (8) Residents must ensure that all garbage is properly disposed of and that the Amenity Room and patio are left clean after every use.
- (9) Residents must ensure that all lights are turned off before leaving the Amenity Room.
- (10) Residents are asked to be considerate and not play music or games that are audible to anyone but themselves when others are present in the Amenity Room.
- (11) The consumption of alcohol in the Amenity Room or any other common area including (but not limited to) the outside patio, is expressly forbidden without written authorization from the Strata Corporation.
- (12) Any damage caused to the Amenity Room or patio during a party will be the responsibility of the associated unit Owner.
- (13) No smoking in the Amenity Room or any other common areas, including (but not limited to) the Amenity Room patio.
- (14) Furniture moved by Residents during use of the Amenity Room must be restored to its original position before leaving the Amenity Room.
- (15) No equipment or furniture is to be removed from the Amenity Room.
- (16) Owners/Residents must accompany all guests at all times
- (17) Owners/Residents are responsible for cleaning up the area after use.
- (18) Violators of the above rules will be fined up to \$200.00 plus damages.

- (19) No pets allowed in the Amenity Room.
- (20) No Commercial or Business activity may take place in the Amenity Room.

36 Fitness Room/Gym

- (1) The operating hours for the amenity room and gym are from 6:00 a.m. to 11:00 p.m. During peak hours (6:00 p.m. to 8:00 p.m.), Owners/Residents of Ora have priority to use the gym facilities.
- (2) Owners/Residents may bring a maximum of two guests to use the fitness room.
- (3) No guests are allowed during peak hours (4:00 p.m. to 7:00 p.m.). The owner/resident must accompany the guests at all time.
- (4) Radios, tape machines and other machines for playing music must be used with headsets or earphones to avoid any inconvenience.
- (5) All personal belongings are to be removed after each use.
- (6) Appropriate exercise clothing and running shoes must be worn at all times.
- (7) For child safety and courtesy to others, young children and infants are not allowed in the gym area. No person under the age of 14 is permitted in the fitness room unless supervised by an adult 19 years and older.
- (8) Report broken equipment or cables to ORA staff immediately Users are liable for any damage, other than reasonable wear and tear, to the equipment and facilities in the amenity room.
- (9) Please refrain from dropping or banging weights together to prevent damages and injury.
- (10) Please put weights away after each use.
- (11) Owners and residents have priority at all times in the fitness room.
- (12) No user shall dominate a piece of exercise equipment for more than 30 minutes if another person has been waiting to use the equipment.
- (13) All users must supply their own towels and wipe down all gymnasium equipment when finished with the piece of equipment.
- (14) No smoking, drinking, and eating. No sharp or glass objects are permitted in the area.
- (15) No pets allowed.
- (16) No swearing or boisterous behavior.
- (17) Owners and residents have priority at all times in the fitness room.

- (18) The operating hours for the amenity room and gym are from 6:00 a.m. to 11:00 p.m. During peak hours (6:00 p.m. to 8:00 p.m.), Owners/Residents of Ora have priority to use the gym facilities.
- (19) Owners/Residents may bring a maximum of two guests to use the fitness room.

37 5th Floor Garden Plots

- (1) This Rule concerns allocation and use of the garden plots on the fifth floor terrace.
- (2) The strata council may in its sole discretion:
 - (a) Allocate one or more garden plots to owners for their exclusive use for a period of time not exceeding one year.
 - (b) Impose a fee for use of any garden plot.
- (3) This allocation shall be a license from the strata corporation to an owner or tenant (the "licensee").
- (4) A licensee must comply with all requirements in this bylaw.
- (5) The licensee may not permit anyone else to use the garden plot assigned to him or her, except that:
 - (a) With written consent of the strata council, the licensee may sublicense to his or her tenant his or her right to use any garden plot(s) assigned to him or her.
 - (b) If the licensee sublicenses any garden plot(s) to a tenant, the licensee is fully responsible for ensuring his or her sublicensee performs the obligations set out in this bylaw and liable to the strata corporation for any breach of it.
- (6) All plants, flowers, shrubs and other plantings in the gardening plots must be wholly contained within each garden plots.
- (7) The licensee must not access or use any garden plot except the one specifically assigned to him or her.
- (8) The licensee may only garden during hours permitted from time to time by the strata council.
- (9) The licensee must not pick, destroy or vandalize any plant, flower, shrub or other planting in someone else's garden plot
- (10) The licensee must not plant, grow, or maintain any plant, fruit, flower, shrub or other planting (with or without extensive root systems) which may either:
 - (a) (a) extend into any other garden plots or the terrace; or
 - (b) (b) damage the membrane located at the bottom of any garden plot.

- (11) The licensee must not plant, grow or maintain any plant, flower, shrub or other planting which exceeds three feet in height.
- (12) The licensee must not construct or maintain any structure or assemblage of materials (fencing, enclosures or otherwise), except one vertical structure (not greater than three feet in height) which is used or intended to be used reasonably for supporting plants, flowers, shrubs or other plantings.
- (13) The licensee must keep all areas of the terrace neat and clean, with all trash, debris and clippings removed and placed in an appropriate container.
- (14) The licensee must not leave tools or other items unattended within the terrace.
- (15) The licensee must not use any hose carelessly, and immediately upon finishing with the use of a hose, turn off the water supply. The hose must also be neatly rewound and returned to its storage position.
- (16) The licensee must not plant, grow, or maintain any plant, flower, shrub or other planting in a garden plot which requires excessive watering (e.g. wetland taro, watercress, lotus, etc.).
- (17) The licensee must not plant, grow or maintain any illegal drug plants.
- (18) The licensee must not use pesticides which may pose a health risk to humans or pets. In particular, the licensee must not use herbicides (of any kind whatsoever).
- (19) The licensee must not leave or store dangerous or hazardous chemicals or other products on the Terrace
- (20) The licensee must not play amplified music on the terrace.
- (21) The licensee must not permit his or her pet to be in or on the garden plots.
- (22) The licensee must maintain regularly his or her garden plot (at least once a week during growing season) in a well-tended, weeded, sanitary, neat and tidy manner.
- (23) When the licensee ceases (for any reason) to occupy a garden plot, the licensee must restore or alter the garden plot to its unplanted state.
- (24) The strata council may impose fines or terminate the license for breach of any term of this bylaw. In addition, the strata council can pay for the performance of a licensee's obligations and compel the licensee to reimburse the strata corporation for that cost.
- (25) A \$50 refundable damage deposit (for each garden plot) will be required from Residents using a 5th floor garden plot.

38 Rental Requirements

- (1) A Strata lot may not be rented to a given Tenant for a period less than 6 consecutive months in any calendar year.

- (2) Owners who intend to rent or lease a strata lot must take note that all assessments, fines or other charges assessed pursuant to the current bylaws are levied against the owner of the strata lot by the Strata Corporation. It is the owner's responsibility to pay the same to the Strata Corporation and to pay for all assessments levied in respect to contravention of the bylaws by a tenant or occupant of the strata lot.
- (3) Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the Strata Corporation and a Notice of Tenant's Responsibilities in Form K.
 - (a) Within 2 weeks of renting out a strata lot, the owner must give the Strata Corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the Tenant, in accordance with section 146 of the Strata Property Act.
- (4) *(deleted)*
- (5) A Tenant shall not sublet a strata lot to a sub-tenant unless the Tenant has been assigned the powers and duties of the Landlord in accordance with Sections 147 and 148 of the Strata Property Act and the Owner and Tenant have met all of the requirements of those sections.
- (6) Owners and their agents shall not advertise rentals in any part of the strata lot and/or strata plan.

39 Issue/Replacement of Scan Cards, Key Fobs and Communal Keys:

- (1) A scan card /key fob/communal key will only be issued to a registered strata unit owner or his/her authorized representative.
- (2) Tenants moving out of Ora must return all scan cards/key fobs/keys to the owner, or the owner's authorized representative. Prior to a tenant moving in, the owner or the authorized representative must provide a Form K and full details of the new tenant and each person taking possession of a scan card/key fob to the Strata Council, through the Building Manager.
- (3) The Building Manager will not take custody of any card/fob/key during the transition period of ownership or tenancy, however temporary.
- (4) A scan card/key fob/key will be issued only to owners or their authorized representatives by the Building Manager during his normal working hours. Applicants will complete the required form, produce photo I.D., pay all due fees/deposits, sign for receipt of the cards/fobs issued and acknowledge acceptance of these Rules.
- (5) If the scan card/key fob/key is intended for a person other than the owner(s), or owner's immediate families' use, i.e. tenant, occupant, friend, employee, etc. details of the intended user must be provided, and will be registered at the time of application.

- (6) A minimum of one scan card/key fob and a maximum of four (4) scan cards and key fobs, or combination of the same, and two communal keys will be issued per residence.
- (7) Requests for an additional scan card/key fob/key above the maximum can be made in writing by the owner or his/her authorized representative to the Strata Council, who will consider each case on its merits and reply in writing.
- (8) All requests from tenants for replacement (lost, damaged or defective) scan card/key fob/key will be processed only if the tenant has been correctly registered under Rule 3. above and presents matching photo ID. All requests for replacement from tenants/occupants who have not been so registered will be refused and they will be referred to the strata unit's owner or authorized representative for the matter to be resolved.
- (9) If it is shown the use of any scan card/key fob has been abused by a person to whom it has been issued the Strata Council reserves the right to deactivate the card immediately.

40 Hazards & Insurance

- (1) Absolutely no garbage is to be placed in the stairwells/fire escapes.
- (2) No material, substances, especially burning material such as cigarettes or matches shall be thrown out or permitted to fall out of any window, or any other part of the Strata Lot or Common Property.
- (3) Sidewalks, walkways, passages and driveways of the Common Property shall not be obstructed or used for any purpose other than ingress or egress from the Strata Lots and parking areas within the Common Property.
- (4) Smoking or consumption of alcohol is not permitted in any of the indoors common areas, including the elevators and lobbies.
- (5) Owners are responsible for any damage caused by waterbeds, an appliance or other fixtures within their Strata Lot.
- (6) All freshly cut Christmas trees are prohibited in the building. Outdoor Christmas lights are permitted but not before December 1st and not after February 1st.
- (7) No Owner/Occupant shall 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 closure; by blocking the doors open; and/or by encumbering the hallways, landings or stairways with boxes, rubbish and/or bicycles.
- (8) Storage of toxic, offensive or hazardous materials not used for normal household purposes is prohibited. Materials which could give off flammable vapor, such as gasoline, solvents, paints (industrial), and the like shall not be stored in the Strata Lot.

- (9) No Persons/Owner/Occupant /Visitor shall be allowed to play, use skateboards, ride bicycles, and use rollerblades/skates in the underground parking areas, common entrances, traffic circles or in front of any automatic gate, at any time.
- (10) No firearms or ammunition shall be kept without prior written approval from the Council.
- (11) Owner/Occupants will endeavor to protect the Strata Lots and Common Property from all hazards and will not do any act or thing or fail or neglect to do any act or thing which would or could present a hazard to the Strata Plan or its Occupants.
- (12) Owner/Occupants will not permit explosives, combustible, flammable or offensive materials to be stored on their Strata Lot or on the Common Property except a small supply of fuel normally used for gas barbecues only.
- (13) Owner/occupants will endeavor to prevent the escape of any explosive, combustible, flammable or noxious fume material from their Strata lot.
- (14) Owner/Occupants shall not do any act or thing or neglect or fail to do any act or thing or permit anything to be done which would or could increase the risk of explosion, fire, water or other damage or the rate of fire insurance premiums on the building or any part thereof paid by the Corporation.
- (15) Each Owner/Occupant shall endeavor to conserve the plumbing and electrical systems of the building, and any damage to any of these systems caused by the wrongful act or neglect of any Owner/Occupant/Guest shall be repaired at the expense of such Owner. No Owner shall permit a condition to exist within his Strata Lot, which will result in wasting or excessive consumption of domestic water supply, heating water.
- (16) In the event of an emergency emanating from a Strata Lot whose Occupant cannot be contacted; access for protection of Common Property or safety may have to be gained by force at the Owner's expense.
- (17) 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.
- (18) 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. An Owner must obtain and maintain insurance for:
 - (a) Loss or damage to the Owner's strata lot and fixtures

- (b) Fixtures in the Owner's strata lot
- (c) Improvements and betterments to the Owner's strata lot; and
- (d) Liability for property damage and bodily injury, whether occurring on the Owner's strata lot or on the common property.

41 Security

- (1) Residents are responsible for any FOBs registered to their strata lot. FOBs must not be given to anyone not registered with the Strata.
- (2) Any lost FOBs must be reported to the Building Manager immediately.
- (3) Security of the Property can only be maintained with the full cooperation of all residents and their visitors by the observance of the relevant bylaws.
- (4) All owners, tenants, occupants, employees and visitors must not:
 - (a) leave open or not secured any outside entrance, exterior fire door, internal security or fire door, or vehicular entrance,
 - (b) permit a person unknown to them to enter the property by way of entryphone or when entering or exiting the building, or parkade themselves,
 - (c) permit a trades person or delivery person unattended entrance. Persons delivering goods or other items must be met at the front entrance and if entry is necessary they must be escorted by the owner, tenant, resident, employee, occupant of the suite to which they are delivering, and then must be escorted from the building.
- (5) Owners, tenants, occupants and visitors should not confront any suspicious person, but should report them or any suspicious activities, in or around the property, to the Building Manager to the management company or to the police.
- (6) An owner of a residential strata lot will not:

give, or permit any occupant of his or her strata lot to give, any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws.

42 Use of Property

An owner, tenant, occupant or visitor of a strata lot in the Residential Section must not:

- (1) alter, supplement or remove the window coverings originally installed in the strata lot other than to replace them with substantially similar window coverings in the same color and style if necessitated by damage or wear; No additional matter is to be placed between the blind and the window glass.

- (2) use the balcony, patio or deck of the owner's strata lot for storage, or place on the balcony of the owner's strata lot any clothesline, rack, storage unit, bicycle, motorcycle, box, machine, equipment (including any satellite dish, antennae, transmitter, transponder or the like) or anything else that affects the consistency of the exterior appearance of the building;
- (3) hang or leave out on the balcony, patio or deck or any limited common property of the owner's strata lot any clothing, laundry, rug, flag or anything else unsightly;
- (4) partly or fully enclose or install or place on the balcony, patio or deck of the owner's strata any plastic, glass or other material to block wind or sun or for any other purpose;
- (5) put up any sign, advertising or notice of any kind on the owner's strata lot that may be visible from outside of the strata lot, or on the common property.
- (6) store, place, install, attach or hang (whether permanently or temporarily) any bicycle(s), storage boxes, containers or cabinets, garbage, articles, items, signs, posters or satellite dish(s), aerial(s), cable(s) or anything else on the balcony floor, the balcony surrounding walls, ceilings or balcony door(s) or glass, or on or over the balcony railing(s);
- (7) attach to or hang plants, containers, boxes or baskets from any balcony or patio area, including, but not limited to the railings. Small plants and containers for flowers are permitted but can only be placed on the balcony or patio flooring; or
- (8) Smoke on the common property, including any limited common property designated for exclusive use of a strata lot such as balconies, including e-cigarettes.
- (9) Dispose of cigarette or cigar butts on the common property, including limited common property.
- (10) Upon notification of a justified complaint of the smell of smoke in the common property, including limited common property, emanating from a strata lot, the owner, tenant, occupant or visitor must take appropriate steps to stop the smoke from escaping into the common property areas.

43 Garbage Room

- (1) Items must be properly sorted and disposed into correct containers and compactor
- (2) The owners or residents of the Ora will be responsible for dispose all items that are not suited for; disposal in the garbage room.
- (3) No items are to be left on the floor of the garbage room.
- (4) Any damage or spills in the garbage room must immediately be reported to both the Strata Agent and also the Building Supervisor.
- (5) All cardboard must be properly broken down before put in the recycling containers.

44 Arrears

- (1) Any Owner that has been in arrears for over 60 days; the strata will apply a penalty of \$50 each month until the Owner pays the arrears.

45 Renovations

- (1) Obtain approval before altering a strata lot

An owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:

- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (i.e., including, for example, adding security devices to the entrance door to a strata lot);
 - (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) parts of the strata lot which the Strata Corporation must insure under the Strata Property Act including, without limitation, fixtures installed by the Owner developer as part of the original constructions of a strata lot (e.g. the original wall to wall carpeting).
- (2) The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration
 - (3) An owner must not do, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to do, any act, nor alter, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to alter, his or her strata lot, in any manner, which in the opinion of the Strata Council will alter the exterior appearance of the building.

46 Hardwood Floors

- (1) Owners who wish to install hardwood floors in their suite(s) must first obtain written permission from the Strata Council to do so. Requests must be submitted to the Strata Council or Property Management Company in writing and must include an outline of what measures will be taken to reduce the transmission of noise between suites. All hardwood floors installed in the building must be 'floating' and sufficiently raised above the concrete floor base to reduce the level of noise transmitted

between suites. Furthermore, all furniture resting upon the floor must employ the use of felt pads and any sound systems resting on the floor must be placed upon sound absorbing pads. Hardwood floors and ceramic tiles must be installed using the following specifications:

- (2) Hours of work: Weekdays from 9:00am to 5:00pm, Saturdays from 10:00am to 5:00pm. No work on Sundays or Holidays.
 - (a) 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.
 - (b) Contractor is responsible for removing all debris, old carpet, boards, drywall, etc. from EPS1236. No debris of any kind is to be placed in the dumpster or the recycling bins.
 - (c) Contractor is responsible for cleaning the hallways, stairwells and elevator of any dust, dirt, debris, etc. at the end of each working day.
 - (d) Security: owner and contractor are responsible for the security of the building at all times.
 - (e) Elevator must be booked to transport any material to and from the suite.
 - (f) Underlay (sound deadening material) under the hardwood floor: if cork is chosen, it must be AT LEAST 6 millimetres thick, and possess a STC (sound transmission class) rating of > 75.
 - (g) Underlay: if "silent step" is used, the STC must be >75 and the IIC must be >75. The closed self-foam must be ¼ inch thick minimum.
 - (h) Council requires proof of purchase and the STC and IIC ratings for the above underlay materials.
 - (i) Ceramic 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.

47 Marijuana

- (1) A strata lot and the common property (including limited common property) must not be used, occupied or modified for the purpose of the growing, producing, harvesting, marketing, selling or distribution of cannabis or marijuana. Storage within a strata lot or transport through common property of cannabis or marijuana is also prohibited, except for quantities less than or equal to limits specified (if any) for legal personal possession of cannabis or marijuana under relevant Canadian or BC legislation.