



STRATA PLAN BCS 3495 GRAND CENTRAL

BYLAWS

**STRATA PLAN BCS 3495
GRAND CENTRAL BYLAWS**

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**GRAND CENTRAL
Strata Plan BCS 3495**

SCHEDULE OF STANDARD BYLAWS

PART 1 - SEPARATE SECTIONS

Commercial Section

- 1.1 The owners of all non-residential strata lots will form a separate section within the strata corporation consisting of all the non-residential strata lots in the strata plan and bearing the name "Section 1 of The Owners, Strata Plan BCS 3495" (the "Commercial Section").

Residential Section

- 1.2 The owners of all residential strata lots will form a separate section within the strata corporation consisting of all the residential strata lots in the strata plan and bearing the name "Section 2 of The Owners, Strata Plan BCS 3495" (the "Residential Section").

Administration of Sections

- 1.3 (1) The Residential Section must elect an executive in the manner described in Part 7 of these Bylaws.
- (2) The Commercial Section must elect an executive in the manner described in Part 8 of these Bylaws.
- (3) With respect to matters that relate solely to a separate section, each section is a corporation and has the same powers and duties as the strata corporation to enter into contracts in the name of such section, to acquire and dispose of land and other property in the name of or on behalf of such section, and to enforce bylaws and rules.
- (4) Each section may make rules governing the use, safety and condition of the limited common property designated for the exclusive use of such section.
- (5) Each of the Commercial Section and the Residential Section may obtain insurance only:
- (a) against perils that are not insured by the strata corporation; or
 - (b) for amounts that are in excess of amounts that are insured by the strata corporation.

Each section has the same insurable interest as the strata corporation has in property contained within such section.

Payment and collection of section fees

- 1.4 (1) Each of the Commercial Section and the Residential Section are entitled to establish its own operating fund and contingency reserve fund for common expenses of the section, including expenses relating to the limited common property designated for the exclusive use of all of the strata lots in such section.
- (2) The executive of each section will prepare an annual budget of section expenses which is to be included as part of the annual budget prepared by the strata corporation for approval at annual general meetings. The strata fees payable by the owners will include the fees owing to the strata corporation and the fees owing to the owners separate section.
- (3) Upon receipt each month of strata fees from the owners, the strata corporation will deposit into separate accounts that portion of such fees which is applicable to the strata corporation operating fund, the strata corporation contingency reserve fund, the operating fund of the applicable section and the contingency reserve fund of the applicable section.
- (4) Only authorized signatories for each of the Commercial Section and the Residential Section will be entitled to withdraw funds from the operating fund and the contingency reserve fund for their respective sections.
- (5) Special levies approved by a separate section will be payable by the owners in such section to the strata corporation which will pay such special levy into the operating fund or the contingency reserve of such section, as requested by such section.
- (6) At the request of a separate section, the strata corporation will register a lien against an owners' strata lot if section fees have not been paid to the strata corporation as part of such owner's strata fees or if a special levy approved by a separate section has not been paid by such owner.

Repair and maintenance of property by separate sections

- 1.5 Each of the Commercial Section and the Residential Section must repair and maintain all of the limited common property appurtenant to such section, but the duty to repair and maintain does not include repair and maintenance of the following (which are the responsibility of the strata corporation):
- (1) repair and maintenance that in the ordinary course of events occurs less than once year;
- (2) the structure of a building;
- (3) the exterior of a building;
- (4) chimneys, stairs, balconies and other things attached to the exterior of a building;
- (5) doors, windows and 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 (including, without limitation, the entrance doors to strata lots);
and

- (6) fences, railings and similar structures that enclose patios, balconies and yards.

The Residential Section will not alter or improve any limited common property or any improvements thereon in such a manner so as to limit access to, impair the visibility of or obstruct a non-residential strata lot or otherwise have a negative impact on the business carried on, in and from a non-residential strata lot

PART 2 - DUTIES OF OWNERS OF ALL STRATA LOTS, TENANTS, OCCUPANTS AND VISITORS

Payment of strata fees

- 2.1 (1) An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate. The strata fees will be made up of the fees owing to the strata corporation and the fees owing to the owners separate section as set out in the approved budget
- (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum compounded annually, and allocated on a monthly basis commencing the date the payment was due and continuing until the last day of the month in which it is paid.

Repair and maintenance of property by owner

- 2.2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner who has the 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.

Use of Property

- 2.3 (1) An owner, tenant, occupant, employee or visitor must not use a strata lot, the common property or common assets in a way that:
 - (a) causes a nuisance, disturbance or hazard to another person, including guests or customers of a non-residential strata lot,
 - (b) causes unreasonable or repetitive 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, employee 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 the Strata Property Act.
- (3) When the purpose for which a residential strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner will not use his or her strata lot for any other purpose or permit it to be so used.
- (4) An owner of a residential strata lot who has or installs hard floor surface such as hardwood floors or tile in his or her strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.

Inform strata corporation

- 2.4
- (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owners' name, strata lot number and mailing address outside the strata plan, if any.
 - (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

Obtain approval before altering a strata lot

- 2.5
- (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 (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; and
 - (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 construction 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.
- (4) Notwithstanding the foregoing, an owner or operator of a non-residential strata lot will not be required to obtain the written approval of the strata corporation before altering the non-residential strata lot, or permitting it to be altered, provided that any such alteration is in accordance with all applicable bylaws and rules and regulations of the City of Coquitlam and any other relevant governmental authority.

Obtain approval before altering common property

- 2.6
- (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 and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.
 - (3) Notwithstanding the foregoing, an owner or operator of a non-residential strata lot will not be required to obtain the written approval of the strata corporation before making an alteration to limited common property designated for that non-residential strata lot, or permitting such an alteration, provided that any such alteration is in accordance with all applicable bylaws and rules and regulations of the City of Coquitlam and any other relevant governmental authority.

Permit Entry To Strata Lot

- 2.7
- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice,
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under the *Strata Property Act*, and
 - (ii) to ensure compliance with the *Strata Property Act* and these bylaws.

- (2) The notice referred to in subsection 2.7(1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) In exercising its rights under this bylaw 2.7, the strata corporation will not unreasonably interfere with the operation of any occupant of a non-residential strata lot.

Compliance with bylaws

2.8 An owner, tenant, occupant, employee or visitor must comply strictly with these bylaws and with any rules adopted by the strata corporation or either of the separate sections applicable to such owner from time to time.

Pets

- 2.9**
- (1) An owner or occupant of a residential strata lot that keeps a dog, cat or other non-caged animal in his or her strata lot, either permanently or temporarily, will register that pet with the strata council by providing to the strata council a written notice, signed by the owner setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet (when the pet is required to be licensed), and will only keep a pet in his or her strata lot in compliance with these bylaws.
 - (2) An owner, tenant, occupant, employee 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.
 - (3) No owner or occupant of a strata lot will permit his or her pet to urinate or defecate on the common property or on any limited common property, and if any pet does urinate or defecate on the common property or on any limited common property, the owner or occupant will immediately and completely remove all of his or her pet's waste from the common property or limited common property, as the case may be, and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation, any special cleaning is required as a result of the pet urinating or defecating, the owner or occupant will pay all costs of such special cleaning.
 - (4) An owner of a strata lot whose guest, employee or invitee brings an animal or pet onto the common property or any limited common property will be responsible to ensure that the guest or invitee complies with all requirements of these bylaws as they relate to pets and will perform all of the duties and obligations with respect to that animal as set out in these bylaws as if the animal were one kept by the owner or occupant in his or her strata lot.
 - (5) The strata corporation may require removal by an owner or occupier of any residential strata lot of any pet or other animal kept by the owner or occupier in a strata lot if such pet or animal, in the opinion of the strata council constitutes a nuisance to any owner or occupier of a strata lot, or causes danger or damage to any owner or occupier of a strata lot or to any property of the strata corporation or any owner or occupier of a strata lot.

Claims on Insurance Policies

- 2.10 An owner, tenant or occupant must not do, or omit to do whether deliberately or accidentally, any act which would result in a claim being made on the insurance policy of either the strata corporation or a separate section.

PART 3 - POWERS AND DUTIES OF STRATA CORPORATION

Repair And Maintenance Of Property By Strata Corporation

3.1 The strata corporation must repair and maintain all of the following:

- (1) common assets of the strata corporation;
- (2) common property that has not been designated as limited common property;
- (3) limited common property, but the duty to repair and maintain it is restricted to
 - (a) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (b) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (iv) 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);
 - (v) fences, railings and similar structures that enclose patios, balconies and yards;
- (4) 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
 - (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 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
 - (e) fences, railings and similar structures that enclose patios, balconies and yards.
- (5) the strata corporation shall not alter or improve any common property or any improvements thereon in such a manner so as to limit access to, impair the visibility of or obstruct a non-residential strata lot or otherwise have a negative impact on the business carried on, in and from the non-residential strata lot.

Council Size

3.2 The council must have at least 3 and not more than 7 members. One membership spot on council will be reserved for a representative of the Commercial Section who, if nominated by the Commercial Section shall be deemed to be elected by acclamation, but the Commercial Section is not required to be represented on council if there is no candidate put forward by the Commercial Section, and the Commercial Section may have more than one representative on council if elected in the ordinary course.

Council Members' Terms

- 3.3 (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 re-election.

Removing Council Member

- 3.4 (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.
- (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 that strata lot under the *Strata Property Act*.

Replacing Council Member

- 3.5 (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 bylaw 3.5 even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 3.6**
- (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 and vice president, and may elect a secretary and a treasurer.
 - (2) A person may hold more than one office at a time, other than the offices of president and vice president.
 - (3) The vice president has the powers and duties of the president
 - (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
 - (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling Council Meetings

- 3.7**
- (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.

Requisition of Council Hearing

- 3.8 (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 bylaw 3.8(1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

Quorum Of Council

- 3.9 (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.

Council Meetings

- 3.10 (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 unless council, in its sole discretion, agrees to permit members to attend.
- (4) Despite bylaw (3.10)(3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting At Council Meetings

- 3.11 (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.

Council To Inform Owners Of Minutes

3.12 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.

Delegation Of Council's Powers And Duties

- 3.13
- (1) Subject to Bylaws 3.13(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 bylaw 3.13(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.

Spending Restrictions

- 3.14
- (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 bylaw 3.14(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.

Limitation On Liability Of Council Member

- 3.15 (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) Bylaw 3.15(1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Consents

- 3.16 (1) Any consent, approval or permission given under these bylaws by the strata council or the executive of a separate section, as the case may be, will be revocable at any time upon reasonable notice.
- (2) Notwithstanding any provision of the Strata Property Act, the strata corporation may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a $\frac{3}{4}$ vote.

PART 4 - ENFORCEMENT OF BYLAWS AND RULES

Maximum Fine

- 4.1 (1) The strata corporation, and each separate section with respect to any bylaw or rule that relates solely to such section, may fine an owner or tenant a maximum of \$50 for each contravention of a bylaw, and
- (a) \$200 for each contravention of a bylaw.
- (b) \$50 for each contravention of a rule
- (2) Each owner is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation or its separate section as the case may be, as provide for the in the Strata Property act or these bylaws and if the owner fails to pay any money so owing within 15 days after the date such money becomes due, the owner will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of 425.00 will be levied against and paid by the owner and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation or a separate section, as the case may be, to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established from time to time by the strata council or a section executive pursuant to the Strata Property Act or these bylaws, will become part of the assessment of the owner responsible and will become due and payable on the first

day of the month next following, except that any amount in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

Continuing Contravention

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

PART 5 - ANNUAL AND SPECIAL GENERAL MEETINGS

Person To Chair Meeting

- 5.1 (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.

Participation By Other Than Eligible Voters

- 5.2 (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 5.3 (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, bylaw 5.3(5) does not apply.
- (7) Despite anything in this bylaw 5.3, 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) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

Order Of Business

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

- (1) certify proxies and corporate representatives and issue voting cards;
- (2) determine that there is a quorum;
- (3) elect a person to chair the meeting, if necessary;
- (4) present to the meeting proof of notice of meeting or waiver of notice;
- (5) approve the agenda;
- (6) approve minutes from the last annual or special general meeting;
- (7) deal with unfinished business;
- (8) 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;
- (9) ratify any new rules made by the strata corporation under section 125 of the Act;
- (10) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (11) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (12) deal with new business, including any matters about which notice has been given;
- (13) elect a council, if the meeting is an annual general meeting;
- (14) terminate the meeting.

Electronic Attendance at Meetings

- 5.5 Attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

Quorum

- 5.6 Notwithstanding section 48(3) of the *Strata Property Act (British Columbia)*, if within fifteen minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall stand adjourned for a period of thirty minutes, after which 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.
- 5.7 If council receives a written petition signed by 10% of the owners clearly outlining a matter for a general meeting; council must place it on the agenda for the next scheduled general meeting. The petition must include the owner's name, unit number and signature and must be legible. An owner who is in the lienable position is not permitted to sign the petition.

PART 6 - COMMON EXPENSES

Strata fees

- 6.1 The strata lot owners' contributions to the common expenses of the strata corporation shall be levied in accordance with this bylaw.

Section fees

- 6.2 The contribution by any owner of a strata lot within a separate section to the expenses common to that separate section shall be levied in accordance with this bylaw.

Apportionment of common expenses

- 6.3 Common expenses shall be apportioned between the Residential Section and the Commercial Section and to individual strata lots in the following manner:
- (1) common expenses attributable to either separate section will be allocated to that separate section and, subject to bylaw 6.5, will be borne by the owners of the strata lots within that separate section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots within that separate section;
 - (2) common expenses not attributable to either separate section, shall be for the account of the Strata Corporation and shall be allocated to all strata lots and shall be borne by the owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation; and
 - (3) common expenses attributable to any one strata lot shall be allocated to such strata lot.

Allocation between sections

6.4 Without limiting the generality of bylaw 6.3 and unless otherwise determined by the executives of each of the Residential Section and the Commercial Section, acting reasonably, the following common expenses shall be allocated between the separate sections as follows:

- (1) expenses relating to areas designated as limited common property for each of the Residential Section and the Commercial Section (such as the recreation room, bicycle storage areas, lobbies, elevators and utility rooms) will be for the account of the owners of strata lots in each respective section;
- (2) the cost of maintaining the exterior of the building (including, without limitation, the roof and all exterior doors, windows and skylights) will be for the account of the Strata Corporation;
- (3) the cost of insurance placed by the Strata Corporation will be apportioned between the two sections on the basis of the replacement value of the buildings and ancillary facilities applicable to each section;
- (4) the cost of maintaining the landscaped and other outdoor areas within the common property will be for the account of the Strata Corporation; and
- (5) if applicable, the cost of maintaining the underground parking facility will be apportioned between the two sections on the basis of the respective number of parking stalls allocated as limited common property for each separate section unless expenses are separately incurred by the separate sections and if so incurred will be allocated as set out in bylaw 6.4(a).

Expenses attributable to limited common property

6.5 Where the strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property shall be borne equally by the owners of the strata lots entitled to use the limited common property.

Apportionment within a section

6.6 Common expenses attributable to the strata lots in a separate section shall be apportioned by the executive of that separate section in the following manner:

- (1) Common expenses except electricity shall be allocated to all strata lots in the separate section and shall be borne by the owners in that section in the proportion that the unit entitlement of each such strata lot bears to the aggregate unit entitlement of all strata lots in that section or as otherwise set out in the current budget of that separate section. If a strata lot shall require a utility or other service not supplied to all lots the cost shall not be a common expense and if this utility is not separately metered or billed so as to measure the use thereof by the strata lot the cost of such utility shall be apportioned and charged to the strata lot by the executive of the separate section, on such reasonable basis as it shall determine.

- (2) The cost to each owner of a strata lot of the electrical power supplied to it if not separately metered for that strata lot shall be borne by the owners in the proportion that the unit entitlement of their strata lot bears to the aggregate unit entitlement of all strata lots in that section.

Each commercial strata lot must have their own gas line installed at their cost by a qualified individual approved by the commercial section by the end of the 2014 fiscal year. Each commercial strata lot owner would be responsible for their own gas cost and it would no longer form part of the operating budget. If a current strata lot does not require gas, they would not need to install a gas line at this time, but if a gas line is required in the future if the nature of the business changes within the commercial strata lot, the current owner or subsequent owner would be responsible for such installation costs and the gas bill. As of the end of the 2014 fiscal year, the common gas line will be disabled.

PART 7 - BYLAWS APPLICABLE TO RESIDENTIAL STRATA LOTS

Use of property

7.1 An owner of a residential strata lot will not:

- (1) use, or permit any occupant of his strata lot to use, his strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
- (2) make, cause or produce or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to make, cause or produce, undue noise, smell, vibration or glare in or about any strata lot or common property or to do anything which will interfere unreasonably with any other owner or occupant;
- (3) use, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner or occupant;
- (4) obstruct or use, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to obstruct or use, the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
- (5) leave, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to leave, on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council;
- (6) use, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to use, a barbecue, hibachi or other like cooking

device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane or electricity and such propane or electricity powered barbecues, hibachis and other light cooking devices shall not be used except in accordance with rules and regulations made by the strata corporation from time to time;

- (7) shake, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to shake, any mops or dusters of any kind, nor throw, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to throw, any refuse, out of the windows or doors or from the balcony of a strata lot;
- (8) do, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (9) permit a condition to exist within his strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (10) allow his strata lot to become unsanitary or a source of odour;
- (11) feed, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to feed, pigeons, gulls or other birds, squirrels, rodents or other animals from the strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in his strata lot pursuant to these bylaws and the rules and regulations made hereunder, which pet shall be fed only in his strata lot;
- (12) install, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to install, any window coverings, visible from the exterior of his strata lot which are different in size or colour from those of the original building specifications;
- (13) hang or display, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (14) use or install, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant use or install, in or about the strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the strata council;
- (15) erect on or fasten to, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to erect on or fasten to, the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto;

- (16) place, or permit any occupant of his strata lot or any guest, employee, agent or invitee of the owner or occupant to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (17) place, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, summer furniture and accessories (subject to bylaw 7.2) nor install, or permit any occupant of his strata lot or a guest, employee, agent or invitee of the owner or occupant to install, any a hanging plants or baskets or other hanging items within three feet of a balcony railing line; and
- (18) give, or permit any occupant of his 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.
- (19) There shall be no smoking on any limited common property balcony and/or patio. Smoking is not permitted in any of the indoor or outdoor common area, including the parking garages, elevators, lobbies, storage lockers, recreation areas, multi purpose amenity rooms, stairwells and courtyards”

Various opinions were expressed on this topic, ultimately the aim of the bylaw is to minimize smoke nuisance to those at the property by eliminating smoking on balconies, additionally it provides some safety as well from lit cigarettes being thrown off balconies causing property damage or personal injury.

Use of limited common property

- 7.2 Owners of residential strata lots which do not have enclosed balconies shall not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the strata council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner of the strata lot entitled to the use of the limited common property on which they are placed.

Garbage disposal

- 7.3 An owner of a residential strata lot shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage will be bagged and tied before so depositing and the owner shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense.

Bicycles, storage and parking

- 7.4 (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 shall be stored within the owner’s designated storage locker in the underground parking facility 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.

- (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 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 shall not:
 - (a) use, or permit any occupant of his 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 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 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 strata lot to 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 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 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.
- (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 as a result of any activity prohibited by bylaw 7.4(4)(b).
- (6) The Visitor Parking spaces are intended for the exclusive use of individuals who are visiting a Resident of BCS 3495, or by tradespeople who are providing a service to a resident of the Strata Corporation or by customers of a commercial

unit. Residents are not permitted to park in the visitors parking at any time. Violators will be towed at their own expense without further warning.

- (7) Visitor parking shall be limited to a maximum duration of 24 hours, unless prior approval is arranged with the building manager. Under no circumstances may a motor vehicle make use of visitor parking for more than seven (7) consecutive days or portion thereof without an extended visitor parking pass. Furthermore, no motor vehicle may make use of visitors' parking for more than fourteen (14) days or portion thereof in a calendar month
- (8) First Level Visitor Parking: Visitor's Parking shall be limited to a maximum of three (3) hours on the first level, from 6:00 a.m. to 12:00 (midnight). There will be visitor parking on the first level between the hours of 12:00 am. And 6:00 a.m. provided that a pass is appropriately obtained from the Building Managers prior, violators will be towed without further warning.

Move in / move out

- 7.5
- (1) An Owner or a Resident intends to move in or move out shall make an appointment with the Property Manager or Resident Manager having regard for the convenience of all concerned and noise abatement.
 - (2) A minimum of 72 hours advance notice shall be given to the Building Manager about any Move in or out, and full instructions for the operation of a move shall be obtained from the Property Manager or Building Manager.
 - (3) Move-ins and move-outs are restricted to the hours between 11:30 a.m. or 1:30 p.m. and 1:30 p.m. to 3:30 p.m. There shall be no moves on statutory holidays. A two (2) hour limit per move will be strictly enforced.
 - (4) An elevator without floor mats and wall pads installed to protect the elevator floor and walls shall not be allowed to be used for moving.
 - (5) A moving party shall allocate one person attending at the lobby door at all time, or the moving party shall keep all lobby doors closed and locked when unattended.
 - (6) An Owner is responsible for all moves in or out of their Strata Lot and the cost to repair any damage to Common Property resulting from a move. Any damage occurring because of a move, will be assessed by the Property Manager along with the moving party and will be charged to the Owner. The Building Manager will conduct an inspection before and after the move, and will report to the Property Manager for further assessment if damages occur.
 - (7) A move fee of \$300, in cash or cheque, shall be deposited to the Building Manager. The \$300 covers both the move-in and move-out fee, and must be paid before moving.
 - (8) All moves in or out shall be through the nearest entrance door or through the underground parkade.

- (9) Subject to the discretion of the Building Manager, any item or items moved in or out of the strata property that require an elevator and which hinder the elevator from closing on time or obstructs people from loading or unloading from the elevator, will be subject to a fine of \$200, the move fee of \$300 and the reasonable costs of repair and/or maintenance of the elevator (which could be up to \$1,000, depending on the nature of the damage).

Rentals

- 7.6 (1) Before a tenant may move into any strata lot, the owner shall deliver or cause to be delivered to the strata corporation a "Form K - Notice of Tenant's Responsibilities" in the form set out in the *Strata Property Act*, signed by the tenant.
- (2) An owner shall advise the strata council in writing of the time and date that any tenant intends to move in or out of the strata lot, at least seven (7) days in advance and will make arrangements with the manager of the building to co-ordinate any such move in accordance with bylaw 7.5.
- (3) (i) no strata lot may be rented unless for a term of at least three (3) months and pursuant to a written rental agreement with the owner and wherein the tenant agrees to strictly observe all of the provisions of these bylaws.
- (ii) A strata lot must not be used or advertised for short-term accommodations purposes, such as a bed-and-breakfast, lodging house, hotel, time share or vacation rental, whether arranged privately or through an agency or website, including Airbnb or VRBO. Without limiting the generality of the foregoing, an owner, tenant or occupant must not enter into a license for the use of all or part of a strata lot. The strata corporation may fine an owner or tenant a maximum of \$200 for each contravention of this bylaw; and the strata corporation may impose a further fine on an owner or tenant for a continuing contravention of this bylaw every 7 days.

There was a discussion the intent of the bylaw is to avoid active Commercial type nightly rentals as the property is intended in the Residential Section for more long term use. The Council will take all complaints with respect to short term accommodations on a case by case basis and consider them on their merits.

Selling of strata lots

- 7.7 (1) An owner of a residential strata lot, when selling his strata lot, will not permit "For Sale" signs to be placed on or about the common property except on the signage board located adjacent to the entrance to the building which is designated for such purpose.
- (2) An owner of a residential strata lot, when selling his strata lot, will not hold or permit to be held, any public open house except in the matter prescribed by the strata council. One open house for agents will be allowed per listing. Unless the strata council otherwise prescribes, all showings must be by appointment only.

Residential executive size

- 7.8 (1) The executive of the Residential Section must have at least 3 and not more than 7 members.
- (2) A member of the section executive is eligible for election to the strata corporation's council.

Executive members' terms

- 7.9 (1) The term of office of a member of the executive ends at the end of the annual general meeting at which the new executive is elected.
- (2) A person whose term as member of the executive is ending is eligible for re-election.

Removing executive members

- 7.10 (1) The Residential Section may, by a resolution passed by a majority vote at a meeting of the Residential Section, remove one or more members from the executive.
- (2) After removing a member from the executive, the Residential Section must hold an election at the same meeting to replace the member for the remainder of the term.
- (3) No person may stand for the executive or continue to be on the executive with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot.

Replacing executive members

- 7.11 (1) If a member of the executive resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term.
- (2) A replacement member may be appointed from any person eligible to sit on the executive.
- (3) The executive may appoint a member under this bylaw 7.11 even if the absence of the member being replaced leaves the executive without a quorum.
- (4) If all the members of the executive resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the votes in the Residential Section may hold a meeting to elect a new executive by complying with the provisions of the *Strata Property Act*, the regulations and the bylaws respecting the calling and holding of meetings.

Executive officers

- 7.12 (1) At the first meeting of the executive held after each annual general meeting of the Residential Section, the executive 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 members of the executive may appoint a replacement officer from among themselves for the remainder of the term.

Calling executive meetings

- 7.13 (1) Any member of the executive may call an executive meeting by giving the other executive 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) An executive meeting may be held on less than one week's notice if
- (a) all executive members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all executive members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

Requisition of executive hearing

- 7.14 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at an executive meeting.
- (2) If a hearing is requested under bylaw 7.14 (1), the executive must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the executive, the executive must give the applicant a written decision within one week of the hearing.

Quorum of executive

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

Executive meetings

- 7.16 (1) At the option of the executive, executive meetings may be held by electronic means, so long as all executive members and other participants can communicate with each other.
- (2) If an executive meeting is held by electronic means, executive members are deemed to be present in person.
- (3) Owners may attend executive meetings as observers.
- (4) Despite bylaw 7.16(3), no observers may attend those portions of executive meetings that deal with any of the following:
- (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings;
 - (c) any other matters if the presence of observers would, in the executive's opinion, unreasonably interfere with an individual's privacy.

Voting at executive meetings

- 7.17 (1) At executive meetings, decisions must be made by a majority of executive members present in person at the meeting.
- (2) If there is a tie vote at an executive meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at an executive meeting must be recorded in the executive meeting minutes.

Executive to inform owners of minutes

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

Delegation of executive's powers and duties

- 7.19 (1) Subject to bylaw 7.19(2) to (4), the executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive, and may revoke the delegation.
- (2) The executive 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 bylaw 7.19(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 executive 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.

Spending restrictions

- 7.20 (1) A person may not spend the Residential Section's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite bylaw 7.20(1), an executive member may spend the Residential Section's money to repair or replace limited common property which has been designated for the use of the Residential Section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of executive member

- 7.21 (1) An executive 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 executive.
- (2) Bylaw 7.21(1) does not affect an executive member's liability, as an owner, for a judgment against the strata corporation.

- (3) Any consent, approval or permission given under these bylaws by the strata council or the executive of a separate section, as the case may be, shall be revocable at any time upon reasonable notice.

Small claims court

- 7.22 (1) Notwithstanding any provision of the *Strata Property Act*, the Residential Section may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the Residential Section, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

PART 8 - BYLAWS APPLICABLE TO COMMERCIAL STRATA LOTS

Garbage disposal

- 8.1 The owner of a non-residential strata lot shall remove or cause to be removed all refuse and garbage from their strata lots and deposit it or cause it to be deposited in the containers provided by the Commercial Section for that purpose.

Signs and displays

- 8.2 The owner of a non-residential strata lot will be permitted to install signs or notices within a non-residential strata lot so as to be visible from the exterior of such strata lot and on the exterior of such strata lot, on the condition that the size and design of such signs or notices (i) have received any approvals required from applicable governmental authorities, and (ii) are in keeping with the overall presentation of the development in terms of quality, design and colour. All such signs and notices will be installed and maintained at the sole expense and risk of the owner of a non-residential strata lot and such owner will take out and maintain insurance for such signage as a reasonable owner displaying similar signage would obtain.
- 8.3 Notwithstanding bylaw 2.6, an owner or operator of a non-residential strata lot will not be required to obtain the written approval of the strata corporation before constructing, installing erecting, maintaining and replacing commercial signage on the common property provided that any such signage is in accordance with all applicable bylaws and rules and regulations of the City of Coquitlam and any other relevant governmental authority, provided such signage is in keeping with the overall presentation of the development in terms of quality, design and colour.

Awnings

- 8.4 The owner of a non-residential strata lot will be permitted to install awnings within and attach the same to the common property around the outside perimeter of a non-residential strata lot which face the city street, on the condition that the plans for such awnings (i) have received any approvals required from applicable governmental authorities, and (ii) depict awnings which are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any awning installed as aforesaid will be maintained in good condition on an ongoing basis and the responsibility for such maintenance (including obtaining and maintaining appropriate insurance) will be solely for the account of the owner of a non-residential strata lot.

Commercial executive size

- 8.5 (1) The executive of the Commercial Section must have at least 3 and not more than 7 members, unless all the non-residential strata lots are owned by the same person, in which case the executive of the Commercial Section must have at least 1 member and not more than 7 members.
- (2) A member of the section executive is eligible for election to the strata corporation's council.

Executive members' terms

- 8.6 (1) The term of office of a member of the executive ends at the end of the annual general meeting at which the new executive is elected.
- (2) A person whose term as member of the executive is ending is eligible for re-election.

Removing executive members

- 8.7 (1) The Commercial Section may, by a resolution passed by a majority vote at a meeting of the Commercial Section, remove one or more members from the executive.
- (2) After removing a member from the executive, the Commercial Section must hold an election at the same meeting to replace the member for the remainder of the term.
- (3) No person may stand for the executive or continue to be on the executive with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot.

Replacing executive members

- 8.8 (1) If a member of the executive resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term.
- (2) A replacement member may be appointed from any person eligible to sit on the executive.
- (3) The executive may appoint a member under this section even if the absence of the member being replaced leaves the executive without a quorum.
- (4) If all the members of the executive resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the votes in the Commercial Section may hold a meeting to elect a new executive by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Executive officers

- 8.9 (1) At the first meeting of the executive held after each annual general meeting of the Commercial Section, the executive 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 members of the executive may appoint a replacement officer from among themselves for the remainder of the term.

Calling executive meetings

- 8.10 (1) Any member of the executive may call an executive meeting by giving the other executive 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) An executive meeting may be held on less than one week's notice if
- (a) all executive members consent in advance of the meeting, or
- (b) the meeting is required to deal with an emergency situation, and all executive members either
- (i) consent in advance of the meeting, or
- (ii) are unavailable to provide consent after reasonable attempts to contact them.

Requisition of executive hearing

- 8.11 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at an executive meeting.
- (2) If a hearing is requested under bylaw 8.11(1), the executive must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the executive, the executive must give the applicant a written decision within one week of the hearing.

Quorum of executive

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

Executive meetings

- 8.13 (1) At the option of the executive, executive meetings may be held by electronic means, so long as all executive members and other participants can communicate with each other.
- (2) If an executive meeting is held by electronic means, executive members are deemed to be present in person.
- (3) Owners may attend executive meetings as observers.
- (4) Despite bylaw 8.13(3), no observers may attend those portions of executive meetings that deal with any of the following:
- (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings;
 - (c) any other matters if the presence of observers would, in the executive's opinion, unreasonably interfere with an individual's privacy.

Voting at executive meetings

- 8.14 (1) At executive meetings, decisions must be made by a majority of executive members present in person at the meeting.
- (2) If there is a tie vote at an executive meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at an executive meeting must be recorded in the executive meeting minutes.

Executive to inform owners of minutes

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

Delegation of executive's powers and duties

- 8.16 (1) Subject to bylaws 8.16(2) to (4), the executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive, and may revoke the delegation.
- (2) The executive 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) bylaw 8.16(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 executive 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.

Spending restrictions

- 8.17 (1) A person may not spend the Commercial Section's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite bylaw 8.17(1), an executive member may spend the Commercial Section's money to repair or replace limited common property which has been designated for the use of the Commercial Section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of executive member

- 8.18 (1) An executive 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 executive.
- (2) Bylaw 8.18(1) does not affect an executive member's liability, as an owner, for a judgment against the strata corporation.
- (3) Any consent, approval or permission given under these bylaws by the strata executive or the executive of a separate section, as the case may be, shall be revocable at any time upon reasonable notice.

Small claims court

8.19 Notwithstanding any provision of the *Strata Property Act*, the Commercial Section may proceed under the *Small Claims Act (British Columbia)* against an owner or other person to collect money owing to the Commercial Section, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

Bylaw restrictions

8.20 Notwithstanding anything else in these bylaws (but subject to bylaw 8.21), the strata corporation, the council, the Residential Section (and its executive) and the Commercial Section (and its executive) will not:

- (a) take any action or pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing in any way whatsoever the owner of a non-residential strata lot, or any occupant thereof, from fully utilizing such non-residential strata lot (and any parking stalls, storage areas, common property and limited common property which the owner of such non-residential strata lot, or any occupant thereof, is entitled to use) for commercial purposes in accordance with the applicable governmental zoning bylaws and rules and regulations in effect from time to time.
- (b) take any action or pass any bylaws or rules which would restrict the hours of operation of any business carried on within a non-residential strata lot; or
- (c) take any action or pass any bylaws or rules which would prohibit, prevent or impair the ability of an owner or occupant of a non-residential strata lot from leasing, subleasing, granting a licence, entering into any lease, sublease, or license arrangement with respect to the use of a non-residential strata lot.

PART 9 - VOLUNTARY DISPUTE RESOLUTION

Voluntary dispute resolution

- 9.7 (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 *Strata Property Act*, the regulations, the bylaws or the rules.
- (3) 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.
- (4) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

PART 10 - MARKETING ACTIVITIES BY OWNER DEVELOPER DISPLAY LOT (*DELETED*)

PART 11 - PARKING/STORAGE AREA LEASE

Parking/Storage Area Lease

- 11.7 Each owner of a strata lot may be entitled to the exclusive use of one or more parking stalls and storage areas located in the parking facility pursuant to a partial assignment of the parking/storage area lease (the "Parking/Storage Area Lease") between Intergulf Development (CC) Corp. (the "Developer"), as landlord, and Intergulf Financial Corp, or another company selected by the Developer, as tenant, a copy of which is attached hereto. Pursuant to the Parking/Storage Area lease, upon the registration of the first phase of the strata plan for the strata development, the strata corporation will automatically assume all of the covenants and obligations often Developer a)under the Parking/Storage Area Lease with respect to the Stalls and the Storage Areas (as defined in the Parking/Storage Area Lease), in the manner set out in the parking/Storage Area Lease and the Developer may, at its option, cause the strata corporation to assume such covenants and obligations in writing.

PART 12 - COMMON FACILITIES

Common Facilities

- 12.7 Certain common areas and facilities are included in the development which are intended to be for the exclusive use of only the owners and occupants or residential strata lots in the development In order to facilitate the designation of those common areas and facilities as being limited common property for all residential strata lots in the development (pursuant to section 74 of the *Strata Property Act*, if and when strata plans for subsequent phases of the development. The strata corporation will, from time to time as appropriate and necessary, pass such resolutions as are necessary under section 74 and section 75 of the *Strata Property Act* in order to cause such common areas and facilities to be designated as limited common property for the exclusive use of the owners of the residential strata lots in the development. For great certainty, the owners on the non-residential strata lots in the development are not permitted to use the common areas and facilities of the development that are intended and/or designated to be for the exclusive use of some or all of the residential strata lots (whether by designation as limited common property on the strata plan or under section 74 of the *Strata Property Act* or by the designation for exclusive used under section 76 of the *Strata Property Act*. In connection therewith, all costs associated with the operation and maintenance of such designated common areas and facilities will be for the account of the Residential Section, and apportioned in accordance with Bylaws 6.3(1)

PART 13 - HARDWOOD FLOORING

Hardwood Flooring

- 13.1 (1) Hardwood floors and ceramic tiles must be installed using the following specifications:
- (a) Hours of work: Mondays to Saturdays from 9:00 a.m. to 5:00pm. No work on Sundays or Holidays.
 - (b) Floating hardwood floor only.
 - (c) Contractor is responsible for removing all debris, old carpet, boards, drywall, etc. from The Grand Central building. No debris of any kind is to be placed in the dumpster or the recycling bins.
 - (d) Contractor is responsible for cleaning the hallways, stairwells and elevator of any dust, dirt, debris, etc. at the end of each working day.
 - (e) Security: owner and contractor are responsible for the security of the building at all times.
 - (f) Elevator must be booked to transport any material to and from the suite.
 - (g) Underlay (sound deadening material must be 6 mm) under the hardwood floor if cork is chosen must possess a STC (sound transmission class) rating of 71db and an IIC (impact insulation class) of 71db. Commercial Strata Lots are exempt from this requirement.

Underlay: if foam underlay (SilentStep) is used, the STC must be equal to or greater than 71 db, and the IIC must be equal to or greater than 71 db. The closed cell foam must a minimum of 1/8 inch thick. Commercial Strata Lots are exempt from this requirement.
 - (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 for approval.
 - (j) 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.
 - (k) Any tile installed on the balcony floor must be similar in colour to the original balcony floor.

PART 14 - BOOKING OF THEATRE ROOM

Booking of Theatre Room

14. A \$300 damage deposit and a \$20 booking fee must be supplied before any use Hours are from 6:00 am-10:45 pm Monday-Friday 8:00 am-10:45 pm Saturday, Sunday and Holidays
- (1) Reservations are to be arranged with the Building Manager.
 - (2) The member is responsible for clearing away any food, drinks or debris after using the facility. If the room is not cleaned to the satisfaction of management immediately after use, a cleaning charge will be subtracted from the damage deposit.
 - (3) Any damages will be the responsibility of the member and subtracted from the damage deposit or billed to the member's account if there are more than \$200.
 - (4) The facility may not be used for commercial purposes without prior approval from the committee.
 - (5) If the member making the booking does not show up within 1/2 hour of the original booking time, the booking will be given away.

PART 15 - Exercise Room

Exercise Room

15. (1) No one shall be allowed to perform physical exercise activities or to use the exercise equipment before 6 a.m. and after 12 a.m.
- (2) No one shall make loud noises in the Exercise Room so as to disturb the quiet enjoyment of the adjacent or near-by Strata Lots by the people in them. The Building Manager is hereby authorized to expel from the Exercise Room anyone who, in the sole opinion of the Building Manager, is in violation of this Rule or other Sections of the Strata Corporation By-law.
- (3) No one under the age of 16 shall be allowed in the Exercise Room without the company of an adult.
- (4) The equipment provided in the Exercise Room should be used with care. Users should remember to turn off the equipment after each use. The last person leaving the Exercise Room shall ensure all the doors including the door to the outside are securely locked and all the lights are turned off.
- (5) Anyone who enters the Exercise Room to perform physical exercise activities should be suitably dressed and wearing proper sport shoes.
- (6) Exercise equipment must be wiped down after use.
- (7) Exercise facility is to be used at the user's risk. The Strata Corporation will not be responsible for personal injury.

PART 16 - FOBS

Fobs

16. (1) The maximum number of fobs allocated to each unit will be limited to two (2) parkade fobs and two (2) non-parkade fobs. A fifth fob may be purchased at the discretion of the Strata Council.

The cost for the fob is \$100. The cost of the non-parkade fob is \$75.

PART 17 - INSURANCE

Insurance

- 17 (1) (a) An owner is responsible for any loss or damage to a strata lot, common property, limited common property, common facilities or common assets, including but not limited to when the cause of the loss or damage originated within the owner's strata lot, and shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property, common facilities or common assets to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy or, if a claim against the strata corporation's insurance policy is not made, for all expenses incurred by the strata corporation up to the amount of the strata corporation's insurance deductible. Without limiting the generality of the word "responsible", an owner is responsible for the owner's own acts or omissions, as well as those of any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot or of the owner.
- (b) For the purposes of these bylaws, any insurance deductible paid or payable by the Strata Corporation where a claim is made under the strata corporation's insurance policy will be considered an expense not covered by the strata insurance proceeds received by the strata corporation and will be charged to the responsible owner and shall become due and payable on the date the next monthly assessment is due.
- (c) For the purposes of these bylaws, any uninsured repair costs incurred by the Strata Corporation to mitigate against further damage, whether within a strata lot or to common property, limited common property or to common assets, or incurred to remedy or repair damage that is not insured and that is the responsibility of the owner, will be charged to the responsible owner and shall become due and payable on the date the next monthly assessment is due.
- (d) For the purposes of these bylaws an owner shall be liable to and indemnify the Strata Corporation for the following costs and expenses incurred or expended by the Strata Corporation as a result of a violation of these bylaws or of it having to enforce these bylaws, including pursuing legal action to collect an insurance deductible or to collect uninsured costs for which the owner is responsible:

- (a) Administrative and investigation costs;
 - (b) Legal and administrative expenses, on a solicitor and own client basis;
 - (c) Professional/consulting fees; and
 - (d) Emergency restoration and remediation costs.
- (e) In addition to the obligations and liabilities imposed by bylaw 17(a) to and including bylaw 17(d), an owner is strictly liable to the Strata Corporation and to other owners and occupants for any damage to common property, limited common property, common assets or to any strata lot as a result of:
- (A) any of the following items located in the owner's strata lot:
 - (i) dishwasher;
 - (ii) refrigerator with or without ice/water dispensing capabilities;
 - (iii) garburator;
 - (iv) hot water tank;
 - (v) washing machine;
 - (vi) radiant heating system, including boiler;
 - (vii) toilets, sinks, bathtubs, showers;
 - (viii) plumbing pipes, fixtures and hoses that are not common property;
 - (ix) fireplaces;
 - (x) anything introduced into the strata lot by the owner.
 - (B) any alterations or additions to the strata lot, the limited common property or the common property made by the owner, the owner's tenants, or by prior owner(s) of the strata lot;
 - (C) any areas of limited common property that an owner is required to maintain and repair including but not limited to damage arising from a blocked drain on the deck, balcony or patio designated as limited common property for the owner's strata lot;
 - (D) any pets residing in or visiting at the owner's strata lot; and
 - (E) any children residing in or visiting at the owner's strata lot.
 - (F) An owner is strictly liable to the Strata Corporation for any damage caused by the owner or the owner's tenants, occupants, visitors, agents, contractors or employees of the strata lot or of the owner,

including the cost of repair or replacement if required, to fences, gates, doors, windows, carpeting, elevators, sprinkler systems, common property hallways, storage lockers, parking stalls or to any common property, limited common property, common assets not specifically referenced herein.

(G) An owner is strictly liable to the Strata Corporation for trade call outs for investigations, repairs, maintenance, services or costs that are the responsibility of the owner related but not limited to:

- i. unauthorized affixing of planters, canopies or awnings to common property;
- ii. the cost of re-keying due to lost/misplaced/stolen keys or FOB deactivation/activation due to lost/misplaced/stolen FOBS;
- iii. the costs of emergency access/entry into the owner's strata lot, including forced entry by first responders and for common property repairs required due to such emergency access/entry or forced entry and caretaker/building staff overtime costs incurred to facilitate emergency access/entry and to secure the owner's strata lot;
- iv. the costs to clean up garbage or recycling not properly disposed of in the garbage/recycling room;
- v. damages to landscaping;
- vi. the costs to clean up pet waste;
- vii. damage caused to common property by vehicles, bicycles, scooters, wheel chairs, and skateboards; and
- viii. for any other repairs or maintenance costs incurred which the strata council, in its reasonable discretion, determines were caused by an owner or the owner's tenants, occupants, visitors, agents, contractors or employees and for which an owner is responsible.

(H) An owner shall also be liable to and indemnify the Strata Corporation for the reasonable costs to enforce of any of the Strata Corporation's bylaws or rules or to remedy a contravention of the Strata Corporation's bylaws or rules including but not limited to, legal costs comprised of legal fees, taxes, disbursements, and other related expenses as between a solicitor and own client/full indemnity basis.

(2) 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

PART 18 - OPEN HOUSES

Open Houses

18. (1) "Open House" for the purposes of this Bylaw means any event planned by any Owner, Owner's Agent or Realtor, or any event planned with the knowledge and consent of any Owner, Owner's Agent or Realtor in which:
 - (a) The public at large, or any portion thereof, is invited onto common property of the Strata Corporation or to use the common assets of the Strata Corporation for the purposes of viewing a strata lot in the Strata Corporation that is for sale or is intended for sale or is anticipated to be for sale within the reasonable future, and
 - (b) The public at large, or any portion thereof, crosses common property of the Strata Corporation or uses common assets of the Strata Corporation for the purposes of viewing a strata lot in the Strata Corporation that is for sale or is intended for sale or is anticipated to be for sale within the reasonable future, but it does not apply to individual appointments made with prospective purchasers of strata lots to view a strata lot and common property within the Strata Corporation that is for sale, if such individual appointments are not scheduled or conducted in a fashion similar to an Open House.
- (3) Open Houses may be conducted for a maximum period of two hours between 10:00 a.m. and 4:00 p.m. on Friday, Saturday and/or Sunday and are subject to this Bylaw.
- (4) An Owner, Owner's Agent or Realtor shall not advertise or conduct an Open House unless:
 - (a) The Owner or Owner's Agent has applied, in writing, to the Strata Council through the management company, for permission to advertise and to conduct an Open House and that permission has been granted; and
 - (b) The Owner or Owner's Agent advises the Building Manager, in writing, at least 72 hours prior to the date of the Open House,
- (5) Upon receiving the permission of the Strata Council to advertise or hold an Open House, the Owner, Owner's Agent or Realtor is entitled to place one sign ("Sign") advertising the Open House. The Owner, Owner's Agent or Realtor shall ensure that the Sign:
 - (a) is of a temporary nature;
 - (b) is no larger than 30cm by 60cm;
 - (c) is displayed at most during the period when the Open House is being conducted;
 - (d) is of a professional and tasteful nature; and

- (e) is placed in the area designated by the property manager
- (6) The Owner, Owner's Agent or Realtor shall ensure that any and all persons on the common property as a result of the Open House ("Attendees") are, at all times, accompanied by the Owner, Owner's Agent or Realtor. A Realtor must be stationed in the building's lobby for the entire open house.
- (7) Upon entering the building, each Realtor shall sign in with the Building Manager and shall provide the Building Manager with their name and address.
- (8) The Owner is responsible for any and all damages incurred by the Strata Corporation which are caused either directly or indirectly by an action of any person attending or otherwise participating in any way in the Open House.
- (9) No Owner, Owner's Agent or Realtor shall conduct an Open House on a time overlapping a day when another resident of the Strata Corporation is moving in or moving out of the building. With reference to Clause 3(1) of this Bylaw, no permission shall be granted by the Strata Council for an Open House to be advertised or conducted when a "move in" or a "move out" is planned.
- (10) In the event that this Bylaw is breached by the Owner, the Owner's Agent, the Realtor or any person attending or otherwise participating in any way in the Open House, the Owner of the strata lot in respect of which an Open House is advertised or conducted shall be fined \$200.00 by the Strata Corporation.
- (11) No permission shall be granted by the Strata Council for an Open House to be advertised or conducted in respect of a strata lot whose Owner has not paid in full any and all fines levied by the Strata Corporation.



**STRATA PLAN BCS 3495
GRAND CENTRAL**

RULES

**GRAND CENTRAL
STRATA PLAN BCS 3495**

APPROVED RULES

SECURITY

1. Do not let strangers into Grand Central buildings, including the parkade.
2. Residents must use their own fob when entering and exiting the parkade.
3. Pause after entering or exiting the parkade until the gate closes fully.
4. Lost keys and/or fobs must be reported to the Building Manager immediately.
5. Suspicious activities should be reported to the Police and/or Building Manager immediately.
6. Residents who let strangers into the Grand Central buildings who are not Residents of Grand Central buildings may be subject to a fine and costs of any damages caused.

MOVES

1. An Owner or a Resident intends to move in or move out shall make an appointment with the Property Manager or Resident Manager having regard for the convenience of all concerned and noise abatement.
2. A minimum of 72 hours advance notice shall be given to the Building Manager about any Move in or out, and full instructions for the operation of a move shall be obtained from the Property Manager or Building Manager.
3. Move-ins and move-outs are restricted to the hours between 11:30 a.m. or 1:30 p.m. and 1:30 p.m. to 3:30 p.m. There shall be no moves on statutory holidays. A two (2) hour limit per move will be strictly enforced.
4. An elevator without floor mats and wall pads installed to protect the elevator floor and walls shall not be allowed to be used for moving.
5. A moving party shall allocate one person attending at the lobby door at all time, or the moving party shall keep all lobby doors closed and locked when unattended.
6. An Owner is responsible for all moves in or out of their Strata Lot and the cost to repair any damage to Common Property resulting from a move. Any damage occurring because of a move, will be assessed by the Property Manager along with the moving party and will be charged to the Owner. The Building Manager will conduct an inspection before and after the move, and will report to the Property Manager for further assessment if damages occur.

7. A move fee of \$300, in cash or cheque, shall be deposited to the Building Manager. The \$300 covers both the move-in and move-out fee, and must be paid before moving. A refundable damage deposit of \$300 is now required upon scheduling a move and/or booking the amenity room. For furnished units, residents/owners to note reduced-rate of \$150 charge to apply. This amount shall be deposited to the Building Manager. The \$150 covers both the move-in and move-out fee, and must be paid before moving.
8. All moves in or out shall be through the nearest entrance door or through the underground parkade.
9. Subject to the discretion of the Building Manager, any item or items moved in or out of the strata property that require an elevator and which hinder the elevator from closing on time or obstructs people from loading or unloading from the elevator, will be subject to a fine of \$200, the move fee of \$300 and the reasonable costs of repair and/or maintenance of the elevator (which could be up to \$1,000, depending on the nature of the damage).



**STRATA PLAN BCS 3495R
GRAND CENTRAL (RESIDENTIAL)**

RULES

**GRAND CENTRAL (RESIDENTIAL)
STRATA PLAN BCS 3495R**

APPROVED RULES

POOL RULES

Approved at the July 6, 2017, CM

NO Lifeguard on Duty, Use at Own Risk

- (a) A maximum of four (4) guests per residential unit are allowed in Pool Area. Residents must accompany and are responsible for the conduct and safety of their guests.
- (b) Residents wishing to bring larger groups must seek written permission in advance from Strata Council.
- (c) The swimming pool and hot tub closes at 10 PM.
- (d) The swimming pool is open seasonally from approximately May to October, weather permitting.
- (e) Proper swim attire must be worn in the pool / hot tub at all times. No nudity (full or partial) and / or cut-off jeans are allowed.
- (f) All children under the age of 16 must be supervised by an adult.
- (g) Shower before entering the pool / hot tub. Persons using suntan / sunblock lotion or any other skincare product must rinse-off before re-entering the pool / hot tub.
- (h) For sanitary reasons, all children using the facilities must be completely toilet trained or use swimming diapers.
- (i) Persons with any communicable diseases (such as but not limited to open sores, bandages, head colds, ear or nasal discharges, inflamed eyes) must not use the pool and/or hot tub.
- (j) NO FOOD AND DRINK. Water only allowed in plastic bottles.
- (k) NO ALCOHOL.
- (l) NO DRUGS.
- (m) NO SMOKING (including e-cigarettes, cigars and marijuana).
- (n) NO PETS are permitted in the pool area, inside the pool, and inside the hot tub.

- (o) Headphones must be used when listening to music. Speakers and other noise producing devices are not permitted.
- (p) Only safety / security floatation devices are allowed in pool. Children are permitted to use small leisure floatation devices.
- (q) No running, diving, jumping, boisterous behaviour, rough play, unnecessary noise, aggressive / offensive behaviour or activities are permitted.
- (r) No reserving of pool area chairs. Strata / Security reserves the right to remove any items left unattended for more than one (1) hour and items that it considers dangerous, hazardous and / or unsafe.
- (s) No furniture nor other items provided by the building can be removed from the pool / hot tub area.
- (t) No one shall block any of the access points to the pool / hot tub area.
- (u) No one shall use any object at any time to keep doors and other access points to the pool open.
- (v) Persons using the pool / hot tub must remove their own garbage.

THIS AREA IS A COMMON AREA OF THE BUILDING AND ALL RULES RELATED TO COMMON AREAS APPLY.

PERSONS VIOLATING ANY OF THESE RULES WILL BE ASKED TO LEAVE THE AREA AND SHALL BE BANNED / FINES, FOR ANY INFRACTION.