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SCHEDULE OF STANDARD BYLAWS STRATA PLAN LMS 1893

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

1) Payment of Strata Fees

1. An Owner must pay Strata fees on or before the first day of the month to which the Strata fees relate.

2) Repair and Maintenance of Property by Owner

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

3) Use of Property

- 1. An Owner, tenant, Occupant or visitor must not use a Strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another Strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the Strata lot or common property is intended as shown expressly or by necessary implication on or by the Strata plan.
 - (f) No instalment of air conditioners in windows
- 2. An Owner, tenant, Occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a Strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- 3. An Owner, tenant, Occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset. The Owner is responsible for the immediate clean-up of any pet excrement that occurs on common property or any city property as per City of Vancouver bylaws.
- 4. An Owner, tenant or Occupant must not keep any pets on a Strata lot other than one or

more of the following:

- (a) a reasonable number of fish or other small aquarium animals;
- (b) a reasonable number of small caged mammals;
- (c) one dog or cat.
- 5. Pets must enter and exit the building through the garage and not through the lobby or an alternate entrance.

4) Inform Strata Corporation

- 1. Within 2 weeks of becoming an Owner, an Owner must inform the Strata Corporation of the Owner's name, Strata lot number and mailing address outside the Strata plan, if any.
- 2. On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name.

5) Obtain Approval Before Altering a Strata Lot

- 1. An Owner must obtain the written approval of the Strata Corporation before making an alteration to a Strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a Strata lot;
 - (g) those parts of the Strata lot which the Strata Corporation must insure under section 149 of the Act
 - (h) Hard surface floors require previous written approval from Council
- 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. Renovations / Alterations
 - (a) A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
 - (b) An Owner must ensure that the delivery of any construction materials is through the parking lot and, if in an elevator, the owner must ensure the elevator is protected with the proper wall pads and floor coverings. An Owner must not permit any renovation/alteration materials to be delivered through the main lobby.
 - (c) A resident is responsible to ensure that drop cloths are installed and removed daily between the elevator and the strata lot as well as between other doors in order to protect common areas from any spillage, dripping or damage.
 - (d) A resident is responsible to ensure stairs; lobbies and paths through the parking area and common area are regularly cleaned and in the case of the common hallways, vacuumed daily.

- (e) Owner's must ensure that the hours of work during renovations are restricted to 8:00 am to 5:00 pm Monday through Friday and 10:00 am to 5:00 pm, Saturday, Sunday and statutory holidays.
- (f) An Owner must be in attendance for all significant renovations/alterations, the determination of significance shall be at the direction of the Strata Council.
- (g) An Owner in contravention of bylaws 5.(1) through (3) (inclusive) shall be subject to a maximum fine of \$200.00 for each contravention, as well as be responsible for any clean up or repair costs as a result of the contravention.
- (h) Owners that make changes to the strata lot by the installation of engineered floating hardwood flooring, laminate flooring, ceramic tile flooring, cork flooring or stone flooring must use and install at least the prescribed acoustical underlay as set out in these specifications;
 - a. The acoustical floor underlayment thickness must be no less than 2mm thickness and have a sound transmission (STC) class of <u>no less than</u> **72**.
 - b. The acoustical floor underlayment must have an impact insulation class (IIC) of <u>no less than</u> **72**.
 - c. Owners are responsible to have documented proof of product purchased should the Strata Corporation require a proof of purchase and proof of the product installed.

6) Obtain Approval Before Altering Common Property

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

7) Permit Entry to Strata Lot

- 1. An Owner, tenant, Occupant or visitor must allow a person authorized by the Strata Corporation to enter the Strata lot
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a Strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under section 149 of the Act
- 2. The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

Division 2 - Powers and Duties of Strata Corporation

8) Repair and Maintenance of Property by Strata Corporation

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

Division 3 - Council

9) Council size

1. Subject to Section 12 the Council must have at least 3 and not more than 7 members.

10) Council Members' Terms

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

11) Removing Council Member

- 1. Unless all the Owners are on the Council, the Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more Council members.
- 2. After removing a Council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the Council member for the remainder of the term.
- 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 act.

12) Replacing Council member

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

13) Officers

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

14) Calling Council Meetings

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

15) Requisition of Council Hearing

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

16) Quorum of Council

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

17) Council Meetings

- 1. At the option of the Council, Council meetings may be held by electronic means, so long as all Council members and other participants can communicate with each other.
- 2. If a Council meeting is held by electronic means, Council members are deemed to be present in person.
- 3. Owners may attend Council meetings as observers.
- 4. Despite subsection (3), no observers may attend those portions of Council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

18) Voting at Council meetings

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

19) Council to Inform Owners of Minutes

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

20) Delegation of Council's Powers and Duties

- 1. Subject to subsections (2) to (4), the Council may delegate some or all of its powers and duties to one or more Council members or persons who are not members of the Council, and may revoke the delegation.
- The Council may delegate its spending powers or duties, but only by a resolution that

 (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3)
- 3. A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) Indicate the purposes for which, or the conditions under which, the money may be spent.
- 4. The Council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility

21) Spending Restrictions

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

22) Limitation on Liability of Council Member

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

Division 4 - Enforcement of Bylaws and Rules

23) Maximum fine

- 1. The Strata Corporation may fine an Owner or tenant a maximum of up to \$200.00
 - (a) for each contravention of a bylaw, and
 - (b) for each contravention of a rule

24) Continuing Contravention

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

Division 5 - Annual and Special General Meetings

25) Person to Chair Meeting

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

26) Participation by Other Than Eligible Voters

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

27) Voting

- 1. At an annual or special general meeting, voting cards must be issued to eligible voters.
- 2. At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- 3. If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- 4. The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 5. If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president may break the tie by casting a second, deciding vote.
- 6. Despite anything in this section, an election of Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

28) Order of Business

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

Division 6 - Voluntary Dispute Resolution

29) Voluntary dispute resolution

- A dispute among Owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if

 (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules
- A dispute resolution committee consists of

 (a) one Owner or tenant of the Strata Corporation nominated by each of the disputing parties and one Owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties
- 3. The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 - Marketing Activities by Owner Developer

30) Display Lot

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

Division 8 - Bylaws Applicable to Residential Strata Lots

31) Use of Property

- 1. Owner of a residential Strata lot shall not:
 - (a) 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 11:00 pm and 7:00 am or that encourages loitering by persons in or about the Strata lot or common property;
 - (b) 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 unreasonably interfere with any other Owner or Occupant;
 - (c) obstruct or use, or permit any Occupant of his Strata lot or any guest, employee or 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;
 - (d) do , or permit any Occupant to 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,
 - (e) hang or display, or permit any Occupant of his Strata lost 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;
 - (f) erect on or fasten to, or permit any Occupant of this 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 of any limited common property any television or radio antenna or similar structure or appurtenance thereto; i.e.: air conditioners, satellite dishes etc.
 - (g) place, or permit any Occupant of his Strata lot or any guest, employee, agent or invitee of the Owner or Occupant to place any sign, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a Strata lot;
 - (h) 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 persons other than an employee, contractor, Occupant or guest of the Strata lot permitted by these bylaws.
 - (i) use external balconies for storage of household items, but only for appropriate patio furnishings, plants and barbecues, not inclusive of bicycles
 - (j) operate dishwashers, garburators, vacuums and washers/dryers between 11pm and 7 am. No substances, including burning material such as cigarettes or matches, shall be thrown out or permitted to fall out of any window, door, balcony, stairway, passage or any part of the Strata lot or common property.
 - (k) conduct any business, trade or commercial activity in a residential Strata lot except a home based business of the Occupant of that Strata lot and every business shall comply with all applicable licensing, bylaw and zoning requirements.

- 2. All garbage in the garbage room must be in securely tied plastic bags and deposited in the appropriate bin in the garbage room and not on the floor. No cardboard boxes are to be left piled on the floor of the garbage room, but are to be flattened and placed in the appropriate bin. Mattresses, Christmas trees and other large items that do not fit in the garbage bin are not to be left in the garbage room, but are to be disposed of by the Owner or resident.
- 3. No garbage is to be left in the stairways, elevator, parking area, lobby or entryways

32) Parking and Automobiles

- 1. Only vehicles with current liability insurance in force shall be allowed in the parking areas. An Owner shall use only the parking space(s) assigned to his or her Strata lot. No resident shall lease or rent an assigned space(s) to a non-resident.
- 2. Parking stalls should be for parking of automobiles only and shall not be used for storage of any other items or materials. Failure to remove any objects after written notice the material will be removed by authority of the Council and the Owner billed for the cost.
- 3. Recreations vehicles may not be parked or left on the common property without the prior written consent of the Strata Council.
- 4. No repairs or adjustments shall be made to motor vehicles on the premises.
- 5. The use of each parking stall is responsible for the cleaning up of any excessive oil spills in the stall. Continuous oil spills will result in prohibition from parking on common property until the vehicle is repaired. Failing which after suitable notice, the Council will arrange for such cleaning at the Owners expense

33) Move in /Move out

- 1. The Strata Corporation may regulate the times and manner in which any moves into or out of residential Strata lots may be made and require that such moves be coordinated with the Property Manager at least 7 days in advance of such moves, or such lesser period as the Strata Council may, in its sole discretion, permit, provided that if an Owner carries out, or permits any tenant or Occupant or an guest, employee, agent or invitee of the Owner of his Strata lot to carry out any move into or move out of his Strata lot otherwise than in accordance with such prior arrangements made with the Property Manager, , the Owner will be subject to a fee of \$100.00, such fee to be paid on or before the due date of the next monthly assessment payable by such Owner.
- 2. All Owners shall pay a \$100.00 non-refundable moving fee in full at the time of residents of a Strata lot change. The Owner of the Strata lot will be ultimately responsible for payment of this fee.

Division 9 - Renting and Leasing of Lots

34) Renting and Leasing of Strata Lots

- 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 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 move out of the Strata lot, at least 7 days in advance and shall make arrangements with the manager of the building to co-ordinate any such move in accordance with section 39.
- 3. No Owner shall permit the leasing of a commercial Strata lot to any of the following businesses- dry-cleaners, fast food restaurants using deep fat fryers; beauty salons or drum shops. Further no leasing to any business that will invite an illegal element onto the property.
- 4. The number of Strata lots that may be rented within the Strata Plan shall be limited to six (6) except for those rented pursuant to a successful appeal on the basis of hardship. Prior to offering the rental of Strata lot, the Owner thereof shall make written request to the Council for permission to rent their Strata lot. The Council shall reply in writing stating whether or not six (6) Strata lots have been rented, (excluding those where permission to rent the Strata lot under hardship) and whether or not the Owner can proceed to rent the Strata lot in question. The Council shall keep a register of those Strata lots rented and a waiting list for Owners to rent their Strata lots. Requests to rent shall be honoured on a first come, first serve basis. Strata lots must be rented within 60 days of permission being granted or the Owner will lose his place on the waiting list.
- 5. When the Council grants an exemption to an Owner to rent their Strata lot on the ground of hardship, the Council can specify the length of time that the exemption is granted for. When permission to rent is granted on the grounds of hardship, the Owner must rent their Strata lot within 60 days or the exemption is withdrawn.
- 6. Within two weeks after renting all or part of their Strata lot an Owner must give the Strata Corporation a copy of the Notice of Tenant's Responsibilities signed by the tenant.

Division 10— Security of the Building

35) Building Security

- 1. No one shall leave open or unlocked any outside entrance unless they are in constant supervision of that entrance.
- 2. No one shall let another person into the building unless that person is known to them. Care must be taken when responding to the intercom. No unidentified persons are to be admitted. Residents shall ensure that all exterior doors are securely closed behind them.
- 3. No one shall be permitted on or in the roof, boiler room, electrical room, mechanical room and locker rooms other than their own, except as allowed by Council members and/or Property Manager and or resident caretaker.
- 4. Residents shall report any suspicious activity within the building to the police.
- 5. Residents shall report any breach of security within the building or suspicious activity to the Property Manager.

COMMERCIAL BYLAWS

Division 11 - Bylaws Applicable to Commercial Strata Lots

36) Garbage Disposal

- 1. The Owners of the Commercial Strata Lots 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 provide by the Residential Section for that purpose.
- 2. All garbage in the garbage room must be in securely tied plastic bags and deposited in the appropriate bin in the garbage room and not on the floor. No cardboard boxes are to be left piled on the floor of the garbage room, but are to be flattened and placed in the appropriate bin.
- 3. Any large items that do not fit in the garbage bin are not to be left in the garbage room, but are to be disposed of by the Owner or resident.
- 4. No garbage is to be left in the stairways, elevator, parking area, lobby or entryways

37) Signs and Display

1. The Owners of the Commercial Strata Lots will be permitted to install signs or notices within the Commercial Strata Lots so as to be visible from the exterior of such Strata lot and on the exterior of such Strata lots, on the condition that the size and design of such signs or notices (i) have received the approval of the executive of the Commercial Section, acting reasonably, (ii) have received any approvals required from the City of Vancouver, and (iii) are in keeping with the overall presentation of the development in terms of quality, design and color. All such signs and notices shall be installed and maintained at the sole expense and risk of the Owner of the Commercial Strata Lots and such Owner shall take out and maintain insurance for such signage as a reasonable Owner displaying similar signage would obtain.

38) Bylaw Restrictions

- The Strata Corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the Owners of the Commercial Strata Lots from fully utilizing the Commercial Strata Lots for commercial purposes in accordance with the applicable zoning bylaws and rules and regulations of the City of Vancouver in effect from time to time, provided that the activity carried on in the Commercial Strata Lots is not a breach of these bylaws.
- 2. The Strata Corporation will not pass any bylaws or rules which prohibit, prevent or impair the ability of an Owner or Occupant of the Commercial Strata Lots from leasing, subleasing, granting a license, entering into any lease, sublease or license arrangement with respect to the use of the Commercial Strata Lots.

Division 12 - Prohibitions

39) Prohibitions

- 1. An Owner shall not and shall not permit any of that Owners visitors, guests, customers, licensees, lessees to:
 - (a) conduct any business, enterprise or activity which produces obnoxious or offensive odours unless first approved in writing by, and upon unanimous resolution of, the Strata Council;
 - (b) smoke in any common area in the Strata complex;
 - (c) use or permit to be used a Strata lot or any common property for the purpose of trading in, selling, renting, displaying or distributing goods or services of a pornographic or obscene nature and every Owner of Strata lots in the Commercial Section shall include a clause in every lease or license of commercial Strata lot which reads, in essence. "In view of the fact that the Strata Bylaws prohibit the trade, sale, rental, display or any distribution in any for of so- called pornographic or obscene material, the tenant expressly acknowledges and agrees to abide by the terms of the applicable bylaws and acknowledges and agrees that a breach thereof shall be cause for termination of the tenancy or right to use the premises. This bylaw shall be enforced by the Strata Council, and every Owner of a Strata lot who fails to enforce that clause is in breach of these bylaws provided that the Owner or his representatives shall e given 10 days notice of such action. Nothing in this Bylaw 39(1) (c) limits the intent of any other bylaw.
 - (d) operate any business or activity requires venting to the roof or exterior, unless first approved in writing by and upon resolution adopted by the affirmative votes of not less than for (4) members of the Strata Council, in accordance with City Bylaws
- 2. In no event shall more than three Strata lots in the Commercial Section be used to operate any food or beverage business unless first approved in writing by, and upon resolution adopted by the affirmative votes of Strata Council and the Strata Council may designate and re-designate the Strata lots that may be so used.
- 3. In no event shall any business activity or enterprise of any kind be carried on in any Strata lot being part of the Commercial Section, unless first approved in writing by and upon resolution adopted by the affirmative votes of not less than four (4) members of, the Strata Council, except as follows:

(a) receipt of deliveries only:	
Monday thru Friday inclusive	8 am to 5 pm
Saturday	9 am to 3 pm

(b) opening hours and business activity (deliveries excluded): Monday thru Thursday inclusive 7 am to 9 pm
Friday 7 am to 9 pm
Saturday 7 am to 9 pm
Sunday 7 am to 9 pm

- 4. These Strata bylaws are expressly drawn to reflect that the development in which the Strata lots are located is a family oriented development and these Bylaws are to be so interpreted and applied and amended in matters related to both the Residential Section and the Commercial Section
- 5. No Owner shall permit the leasing of a commercial Strata lot to any of the following businesses- dry-cleaners, fast food restaurants using deep fat fryers; beauty salons or drum shops. Further no leasing to any business that will invite an illegal element onto the property.
- 6. An Owner of a Commercial Strata Lot shall not:
 - (a) 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 9:00 pm and 7:00 am or that encourages loitering by persons in or about the Strata lot or common property;
 - (b) 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 unreasonably interfere with any other Owner or Occupant;
 - (c) obstruct or use, or permit any Occupant of his Strata lot or any guest, employee or 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; do, or permit any Occupant to 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 an part thereof;
 - (d) erect on or fasten to, or permit any Occupant of this 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 of any limited common property any television or radio antenna or similar structure or appurtenance thereto; i.e.: air conditioners, satellite dishes etc.
 - (e) 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 persons other than an employee, contractor, Occupant or guest of the Strata lot permitted by these bylaws.
- 7. No substances, including burning material such as cigarettes or matches, shall be thrown out or permitted to fall out of any window, door, balcony, stairway, passage or any part of the Strata lot or common property.

40) Parking and Automobiles

- 1. Only vehicles with current liability insurance in force shall be allowed in the parking areas. An Owner or commercial resident shall use only the parking space(s) assigned to his or her Strata lot. No resident shall lease or rent an assigned space(s) to a non-resident.
- Parking stalls should be for parking of automobiles only and shall not be used for storage of any other items or materials. Failure to remove any objects after written notice the material will be removed by authority of the Council and the Owner billed for the cost.
- 3. Recreations vehicles may not be parked or left on the common property without the prior written consent of the Strata Council.
- 4. No repairs or adjustments shall be made to motor vehicles on the premises.
- 5. The use of each parking stall is responsible for the cleaning up of any excessive oil pills in the stall. Continuous oil spills will result in prohibition from parking on common property until the vehicle is repaired. Failing which after suitable notice, the Council will arrange for such cleaning at Owners expense.