

BYLAWS

STRATA PLAN BCS1903

**1082 Seymour Street
Vancouver, BC
V6B 1X9**

NOTICE

The attached bylaws for Strata Plan BCS1903 are in addition to those bylaws contained in the Strata Property Act of B.C. In addition to bylaws, there could also be “Rules and Regulations” which are not registered at the Land Title Office, but are attached herein. **For legal purposes, you should obtain a true copy of the bylaws from the Land Title Office.**

This disclaimer is valid anytime it is attached to documents with respect to Strata Plan BCS1903.

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

(Updated as at October 29th, 2007)

**BYLAWS
BCS1903**

Re: Strata Plan BCS1903, being a strata plan of certain lands and premises located at 1082 Seymour Street, Vancouver, B.C. and legally described as Parcel Identifier: 025-904-671, Parcel A, Block 84, District Lot 541, Group 1, New Westminster District, Plan BCP10016

The following or attached bylaws replace the Standard Bylaws to the *Strata Property Act* (British Columbia) (the “Act”), as permitted by section 120 of the Act:

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

1. Sections

- (1) A section (the “Commercial Section”) is hereby created within the strata corporation consisting of strata lots 182 to 185 inclusive (the “Commercial Lots”).
- (2) A section (the “Residential Section”) is hereby created within the strata corporation consisting of strata lots 1 to 181 inclusive (the “Residential Lots”).
- (3) The Commercial Section and the Residential Section will be administered in accordance with these bylaws.

2. Payment of strata fees

- (1) The owners’ contribution to the common expenses of the strata corporation will be levied in accordance with this bylaw.
- (2) The contribution by an owner of a strata lot within a section to the expenses common to that section will be levied in accordance with this bylaw.
- (3) Common expenses will be apportioned between the sections and to individual strata lots in the following manner:
 - (a) common expenses attributable to a section will be allocated to that section and, subject to bylaw 2(6), will be borne by each owner of a strata lot within that section in the proportion that the unit entitlement of his or her strata lot bears to the aggregate unit entitlement of all strata lots within that section;

- (b) common expenses not attributable to either section will be allocated to all strata lots in the strata corporation and will be borne by each owner in proportion to the unit entitlement of his or her strata lot bears to the aggregate unit entitlement of all strata lots within the strata corporation or as otherwise set out in the current budget of the strata corporation; and
 - (c) common expenses attributable to any one strata lot will be allocated to such strata lot.
- (4) Unless otherwise determined by the executives of each of the sections, acting reasonably, the following common expenses will be allocated between the sections as follows:
 - (a) expenses relating to the common areas in each section (such as storage areas, entrances, lobbies, utility rooms and other common areas) will be for the account of the owners of strata lots in each respective section; and
 - (b) the cost of insurance placed by the strata corporation will be apportioned between the two sections on the basis of the unit entitlement of the strata lots in each section.
- (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 will be borne by each owner of a strata lot entitled to use such limited common property in the proportion that the unit entitlement of his or her strata lot bears to the aggregate unit entitlement of all strata lots whose owners are entitled to use the limited common property to which the contribution relates.
- (6) Common expenses, except electricity, attributable to a section will be allocated to all strata lots in the section by the executive and will 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 section. If a strata lot requires a utility service or other common expense not supplied to all strata lots, the cost will not be a common expense and if this utility is not separately metered or billed so as to determine the use thereof by the strata lot the cost of such utility service will be apportioned and charged to the strata lot by the executive of the section, based on the unit entitlement of the strata lot.

- (7) Each owner must pay his or her strata fees on or before the first day of the month to which the strata fees relate.
- (8) If an owner is late in paying his or her strata fees, that owner must pay the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.
- (9) Any owner owing monies for strata fees not received by the first (1st) of the month in question will be deemed to be in arrears. A \$50.00 penalty will be imposed for each full or partial month that an owner's strata fees are in arrears.
- (10) An owner must provide the strata corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month, or if applicable, written authorization for monthly automatic debit from the owner's bank account.
- (11) Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with subsection (10) is in contravention of rule (7)(9) and the strata corporation will levy a fine of \$50.00 for each contravention. Each dishonored cheque or dishonored automatic debit will be subject to a fine of \$50.00 and an administration charge of \$25.00.
- (12) Any fines assessed pursuant to these Rules will be added to the strata fees of the owner following the date of the notice of infraction.
- (13) Penalty fines referred to in (8) and (9) above will apply to outstanding and overdue special levies and assessments.
- (14) When arrears exceed 90 days, a lien may be registered in accordance with Section 112 of the Strata Property Act on the strata lot involved at the Owner's sole expense, for the total monies due including all strata fees outstanding, penalties assessed, all legal and other expenses.
- (15) The strata corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover from an owner, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the Rules or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants,

guests, employees, agents, tenants or a member of the owner's family.

- (16) Owners who are in arrears are not eligible to vote at the Annual General Meeting/Special General Meeting, unless approved by a unanimous resolution.
 - (17) Owners in arrears for three months or more, or where the amount outstanding is greater than or equal to three months maintenance fees, will have their access to the common area amenities, the services provided by the concierge and visitor parking privileges suspended until such time as all outstanding amounts are paid in full.
3. Repair and maintenance of property by owner
- (1) Each owner must repair and maintain his or her strata lot, except those repairs and maintenance obligations that are the responsibility of the strata corporation under these bylaws.
 - (2) An owner entitled to use certain limited common property must repair and maintain such limited common property, except those repairs and maintenance obligations that are the responsibility of the strata corporation under these bylaws.
4. Use of property
- (1) An owner, tenant, occupant or visitor must not use any strata lot, 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 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) violates any applicable civic rule,
- it being understood that the use of the Commercial Lots and any limited common property designated for use by the owner of the Commercial Lots in a manner that is permitted under the applicable municipal zoning

bylaws, and in a manner which does not constitute a breach of any municipal bylaws, will not constitute a breach of these bylaws.

- (2) An owner must not:
- (a) use a strata lot for any purpose which may be injurious to the reputation of the development;
 - (b) make undue noise in or about any strata lot or common property;
or
 - (c) make or cause to be made any structural alteration to a strata lot, or paint, decorate, add to or remove any structure from the exterior of the building or the strata lot or add to or alter the wiring, plumbing, piping, or other services in a strata lot, or within any bearing or party wall or the common property (collectively, the “Alteration”) without first obtaining the written consent of the section to which the strata lot belongs (if such Alteration is to the common property, common assets or limited common property of that section), or from the strata corporation (if such Alteration is to the common property, common assets or limited common property of the strata corporation),

it being understood that the use of the Commercial Lots and any limited common property designated for use by the owners of the Commercial Lots in a manner that is permitted under the applicable municipal zoning bylaws, and in a manner which does not constitute a breach of any municipal bylaws, will not constitute a breach of these bylaws.

- (3) Notwithstanding bylaw 4(2)(c), the owners of the strata lots may from time to time and at any time make such changes, additions, improvements, alterations, enlargements, decorations, subtractions from, rearrangements of (collectively, the “Improvements”) to the interior of their strata lots which they, in their sole discretion, may consider necessary or desirable, but which do not affect any structural or supporting members of the building, including, without limiting the generality of the foregoing but subject to these bylaws, the right to use the same for whatever lawful purpose or purposes which the owners deem necessary or desirable, so long as the owner of the strata lot in question does not interfere with other strata lot owners more than is reasonably necessary in his or her conduct of the Improvements.
- (4) An owner, tenant, occupant or visitor to a strata lot 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 either repair and maintain under these bylaws or insure under section

149 of the Act.

- (5) 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;
 - (b) up to 2 small caged birds;
 - (c) 1 dog or 1 cat.
- (6) Owners are prohibited from having a 'dangerous dog'. A 'dangerous dog' is defined as:
 - (a) any dog with a known propensity, tendency, or disposition to attack without provocation other domestic animals or humans, or
 - (b) any dog which has bitten another domestic animal or human without provocation, or
 - (c) a Pit Bull Terrier, American Pit Bull Terrier, Pit bull, Staffordshire Bull Terrier, American Staffordshire Terrier, Rottweiler or any dog of mixed breeding which includes any of the aforementioned breeds or any other dangerous dog.
- (7) Any owner, tenant, occupant or visitor must ensure that all pets 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 and, or any mess from their pet.
- (8) A pet shall not cause a substantial interference with any resident's right to use and enjoy their property.
- (9) If the council receives a complaint about a pet, a rule enforcement hearing will be held in accordance with the provisions of the *Strata Property Act*. At the end of the hearing, the council may take no action, fine the owner, require the person to pay the costs of remedying the contravention, or order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed. The owner of the pet will be advised about the outcome of the hearing in writing.
- (10) A Residential Section owner, tenant or occupant shall not use or permit the use of his strata lot for a professional, commercial or business purpose that:

- (a) may or will increase the amount of foot traffic or motor vehicle traffic in the common property or the strata lot;
 - (b) in any way increases or may increase the liability risk of the strata corporation;
 - (c) involves customers, clients, employees, contractors, other workers or any individuals; or
 - (d) involves individuals using a strata lot as a place of temporary lodging of less than one month.
 - (e) contravenes the zoning Rule of the City of Vancouver.
- (11) Owners, tenants, and occupants shall use their respective strata lot, the common property, the common facilities or other assets of the strata corporation in a manner which will not unreasonably directly or indirectly interfere with the use or enjoyment by any other resident of his strata lot, the common property or common facilities.
- (12) An owner, tenant or occupant may keep plants on his strata lot and in areas of limited common property designated for his exclusive use provided that such plants will have no adverse effect on other occupants of the strata plan or on the common property or the common facilities and council may from time to time regulate the type of gardening permitted in the areas of limited common property.
- (13) All owners, tenants and occupants have a right to quiet and peace in their residence at all times. Undue and excessive noise by any owner, tenant, occupant, visitor, employee, pet or other invitee of a strata lot including but not limited to that from appliances, machinery, sound/music systems, televisions, instruments, wind chimes, computer games and voices, is not permitted.
- (14) The owner of a strata lot shall be specifically responsible for the activities of co-owners, tenants, occupants, visitors, employees, pets or other invitees of his strata lot. A quiet period shall be in force in the entire complex from 11:00 p.m. until 7:00 a.m. every day, at which time owners and everyone else on the premises are expected to take special care and attention to not make noise.
- (15) No signs, billboards, notices, placards or other advertising matter shall be placed on any part of the strata lot or on the common property within the Residential Section property. Signs allowable under federal, provincial, or municipal election regulations shall be permitted.

- (16) No laundry, washing, clothing, bedding, or other articles shall be hung or displayed from windows, balconies, or other parts of the strata lot or the common property so that they are visible from outside of the building.
- (17) No owner, tenant or occupant shall install window coverings, which are visible from the exterior of the strata lot, which will detract from the conformity of the building's appearance. Owners may install interior window coverings that match the original window coverings specifications. Window coverings must be the same color, same size and vertical. Any drapes visible from the exterior of the building must be lined with the color of the original blinds. Pull down shades will be considered acceptable, so long as they are in keeping with the original colour scheme of the previously installed vertical blinds.
- (18) Bird feeders are not allowed on the common property, including balconies and patios.
- (19) Outdoor holiday lights are permitted only from December 1st to January 15th inclusive or other festive occasions with prior notice to strata council.
- (20) Owners, tenants and occupants must maintain a consistent high standard of cleanliness, appearance and repair in and surrounding his strata lot.
- (21) No personal items such as doormats, toys, bicycles, walkers, etc. shall be left or stored on the common property.
- (22) Owners, tenants and occupants shall not allow their strata lots to become a health/safety hazard. If the council deems a strata lot to be a health/safety hazard, the council will, at its discretion, have the strata lot brought up to standard, at the owner's sole expense.
- (23) No owner, tenant, occupant or visitor shall do anything or cause anything to be done on the common property likely to damage plants, bushes, flowers, lights and/or fountains. No chairs, tables or other objects shall be placed on the landscaping that is likely to damage the landscaping or prevent their reasonable growth.
- (24) Owners, tenants and occupants are responsible for any damage to the common property that they do and the owner of the applicable strata lot will be liable for all costs connected with cleaning and repairs.
- (25) No children are allowed to play in the hallways, elevators, lobby or any other common area of the strata plan except in designated recreation areas.

- (26) All notices must be posted on the bulletin boards with the consent from the strata council or our agents.
- (27) BBQs and patio furniture are allowed on balconies and patios. Balconies and patios shall not be used to store items, including but not limited to bicycles and/or appliances.
- (28) Balcony cleaning must be done with a damp mop. Excessive use of water to clean balconies will result in fines being assessed against the strata lot.
- (29) Neither children nor pets may be left unattended on a balcony.
- (30) Except with the prior written permission of council, the use or storage of propane, natural gas or electric heaters on any balcony is not permitted with the exception of the townhouses, Garden residences and rooftop patios. This is due to the small size of the balconies. All permitted heaters must have at least a 3 feet radius away from the surrounding building walls, ceilings and balcony railings.
- (31) The maximum number of occupants permitted to reside in a strata lot is limited as follows:
 - (a) in a one-bedroom strata lot - two (2) adults and one child.
 - (b) in a one-bedroom plus den strata lot – maximum three (3) occupants.
 - (c) in a two-bedroom strata lot – maximum four (4) occupants.
 - (d) in a two-bedroom plus den strata lot – maximum five (5) occupants.
 - (e) in a three-bedroom strata lot -maximum six (6) occupants.

5. Inform strata corporation

- (1) Within two weeks of becoming an owner, an owner must inform the strata corporation of his or her name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.
- (3) An owner must provide a Form “K” to the strata corporation prior to a tenant’s occupancy. Failure to do so will result in an owner being fined as

per the bylaws.

6. 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 an alteration of 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 structure that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of a strata lot which the strata corporation must insure under section 149 of the Act;
 - (h) antenna, satellite dishes or similar structures or appurtenances hung from, placed on, erected or attached to the exterior of a strata lot;
 - (i) shades, awnings, window or balcony guards, screens or enclosures, ventilators, air conditioning devices, or supplementary heating devices attached on or placed on the outside of the building.
- (2) The strata corporation must not unreasonably withhold its approval under bylaw 6(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 proposed alteration.
- (3) Metallicized or reflective coating or tinting is not permitted on glass windows or doors unless it is the V-KOOL 70 window film. All other requests other than V-KOOL 70 must be brought to Strata Council for approval, prior to installation.

- (4) Hardwood floors and ceramic tiles must be installed using the following specifications:
- (a) Hours of work: Mondays to Saturdays from 9:00am 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 Freesia 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) under the hardwood floor: if cork is chosen, it must be AT LEAST 6 millimeters thick, and possess a STC (sound transmission class) rating of > 65.
 - (h) Underlay: if “silent step” is used, the STC must be >65 and the IIC must be >60. The closed self-foam must be ¼ inch thick minimum.
 - (i) Council requires proof of purchase and the STC and IIC ratings for the above underlay materials.
 - (j) 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.
 - (k) 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.
 - (l) Any tile installed on the balcony floor must be similar in colour to the original balcony floor.

7. Alterations to a strata lot or common property

- (1) Any alteration to a strata lot or to common property that has not received the prior written approval of council must be removed at the owner's expense if the council orders that the alteration be removed. An owner who receives approval will be liable for all costs connected to the alteration, including the cost of repairing and maintaining the alteration and the cost of repairing and maintaining the common property or a strata lot if such repair is required as a result of the alteration. An owner who receives approval may be required by the council to sign an Assumption of Liability Agreement.
- (2) The owner will be responsible to obtain the applicable building permits prior to commencing the work, and obtaining such permits is a condition of the council's approval.
- (3) Owners who undertake alterations in accordance with these Rules, and subsequent owners, are responsible for all costs relating to:
 - (a) the maintenance and repair of the alterations, and
 - (b) the effects on all adjacent strata lots or common property, and
 - (c) the effects of rain and weathering, staining, discoloration.
- (4) The council may maintain, repair, or remove alterations to common property if in the opinion of the council:
 - (a) the alterations are not maintained or repaired, or
 - (b) the alterations are damaged.
 - (c) All costs incurred in the maintenance, repair, and/or removal will be charged to the owner of the strata lot and are his responsibility.
- (5) On the sale of a strata lot, owners must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent owner refuses to sign an Assumption of Liability Agreement with the strata corporation the alteration may be removed by council and the cost of the removal will be charged to the new owner.
- (6) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the council.

- (7) The council reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations. The council may include specified supervision or inspection as a requirement of approval.
 - (a) When approval is granted by the council to any owner for modifications to the interior of the strata lot, work must commence within thirty (30) days of approval and be completed within sixty (60) days from the date approval was given.
- (8) An approved alteration shall be done between the hours of 9:00 a.m. and 5:00 p.m. or at such other times as prescribed by council. No construction work to be done on Sundays or statutory holidays.
- (9) An owner who is permitted to make an alteration shall be responsible for the removal of any construction debris and the common property shall be completely cleaned up prior to the site being left each day.

8. 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 Rules or insure under section 149 of the *Strata Property Act*.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) Owners are encouraged to provide a key to their strata lot to the Strata Corporation to facilitate entry in an emergency. If no key is provided, cost of entry by locksmith or damage due to forced entry will be the sole responsibility of the strata lot owner.

Division 2 – Powers and Duties of Strata Corporation

9. 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; and
 - E. fences, railings and similar structures that enclose patios, balconies and yards; and
- (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 – Powers and Duties of Sections

10. Repair and maintenance of property by sections

- (1) Each section must repair, manage and maintain for the benefit of all owners of strata lots within that section:
 - (a) the common property and common assets as may be reasonably be considered to be intended solely for the use by the owners of strata lots within that section and, without limiting the generality of the foregoing, such repair, management and maintenance will include:
 - (i) such portions of the common property and common assets for which expenses will be allocated to that section;
 - (ii) the windows and doors of that section;
 - (iii) common property and common assets appurtenant to or capable of being used in connection with the enjoyment of:
 - A. more than one strata lot where such strata lots are within that section; or
 - B. the limited common property appurtenant to that section; and
 - (iv) the fixtures and fittings, including the elevators, and other apparatus and equipment used in connection with the limited common property and common property appurtenant to that section; and
 - (b) the limited common property appurtenant to that section, but the duty to repair, manage and maintain it will be 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. chimneys, stairs, balconies and other things attached to the exterior of a building;
 - B. doors, windows and skylights on the exterior of a building or that front on the common property;

- C. fences, railings and similar structures that enclose patios, balconies and yards; and
- D. a strata lot within that section, but the duty to repair and maintain it will be restricted to:
 - i) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - ii) doors, windows and skylights on the exterior of a building or that front on the common property; and
 - iii) fences, railings and similar structures that enclose patios, balconies and yards.

11. Restricting access

A section will be entitled to restrict the use and access to the common property of that section by the owners of strata lots in the other section.

12. Powers of sections

- (1) Each section of the strata corporation may:
 - (a) make an agreement with any owner or occupant of a strata lot within the section for the provision of amenities or services by it to the strata lot or to the owner or occupant thereof; and
 - (b) in accordance with the provisions set out in section 76 of the Act, grant to an owner within a section the right to short term exclusive use and enjoyment of common property appurtenant to the section or special privileges in respect thereof.

13. Application of resolutions

Any resolutions passed by the strata corporation, the council or the executive of a section will clearly state the particular strata lot, common property or limited common property to which such resolution applies and resolutions made by the executive of a section will apply only to the strata lots within, limited common property appurtenant to and common property to be controlled, managed or administered by that section.

Division 4 – Council

14. Council size and membership

- (1) Subject to subsection (2), the council must have 7 members elected at an Annual General Meeting, but may operate with fewer members in accordance with the *Strata Property Act* (Part 7 Schedule of Standard Rules; Division 3; Item 12)
- (2) The members of Council of the Strata Corporation shall be elected and shall retire in rotation. At the second Annual General Meeting, four (4) Council members shall be elected to hold office for a term of two (2) years from the date of their election and three (3) Council members shall be elected for a term of one (1) year from the date of the election, and thereafter at each Annual General Meeting Council members shall be elected to fill the positions of those Council members whose term of office has expired and each Council member so elected shall hold office for a term of two (2) years. One position in Council is allocated for Owner from the Commercial section.
- (3) No person shall be elected to council and remain on council if the strata corporation is entitled to register a lien on their strata lot under Section 116(1) of the Act.
- (4) No person shall be elected to council and remain on council if their strata lot is in arrears of any monies owed to the strata corporation.
- (5) The term of office of a council member ends at the end of the Annual General Meeting at which their term as a member of council expires.
- (6) A person whose term as a council member is ending is eligible for reelection.

15. Removing council member

- (1) Unless all the owners of the strata lots 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.

16. Replacing council member

- (1) If a council member resigns or is unwilling or unable to act for a period of three 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 three 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.

17. 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 three or more meetings, the council members may appoint a replacement officer from among themselves for the remainder of the term.

18. Calling council meetings

- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if:

- (a) all council members consent in advance of the meeting; or
- (b) the meeting is required to deal with an emergency situation, and all council members either:
 - (i) consent in advance of the meeting; or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

19. 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 bylaw 19(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.

20. 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.

21. 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) The owners of the strata lots may attend council meetings as observers.
- (4) Despite bylaw 21(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; or
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

22. Voting at council meetings

- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only two 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.

23. Council to inform owners of minutes

Council will make copies of the minutes available within 2 weeks of a strata council meeting by the following means:

- (a) From the concierge desk;
- (b) By mail (Please register with the Property Manager if you want to receive your minutes by mail);
- (c) From the Property Manager's website;
- (d) On display in the bulletin board in the main lobby.

24. Delegation of council's powers and duties

- (1) Subject to bylaws 24(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 of a specific purpose; or
 - (b) delegates the general authority to make expenditures in accordance with bylaw 24(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.

25. 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 bylaw 25(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.

26. 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) Bylaw 26(1) does not affect a council member's liability, as a strata lot owner, for a judgment against the strata corporation.

27. Duties of council

- (1) The executive of a section must keep, in one location, or in the possession of one person, and must make available on request to an owner of a strata lot within the section or a person authorized by him all records required under the Act and regulations thereto to be kept by the strata corporation that are relevant to the business and operation of the section.
- (2) All acts done in good faith by the council are, notwithstanding it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the council, as valid as if the member had been duly appointed or had duly continued in office.
- (3) All acts done in good faith by the executive of a section are, notwithstanding it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the executive of that section, as valid as if the member had been duly appointed or had duly continued in office.
- (4) A council member or member of the executive of a section 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 or executive.

Division 5 – Executive of the Sections

28. Exercise of the powers and duties of sections

- (1) The powers and duties of a section will, subject to any restriction imposed or any direction given at a general meeting of the section, be exercised and performed by the executive of the section, and the members of the section may pursuant to these bylaws elect an executive, call and hold meetings and pass resolutions in the same manner as the strata corporation.
- (2) The owner-developer must exercise the powers and duties of the executive of each section until an executive is elected by the owners of strata lots within each section.

29. Election of executive of section

- (1) The executive of a section must be elected at the first annual general meeting of the owners of the strata lots called by the owner-developer, and

then thereafter at each annual general meeting of the section called by that section's executive.

- (2) The executive of each section must be elected by and from among the owners of strata lots within that section and must conduct its affairs in the same manner as the strata council is required to conduct its affairs pursuant to these bylaws and the Act.

Division 6 – Enforcement of Bylaws and Rules

30. Maximum fine

- (1) The strata corporation may fine an owner or tenant a maximum of:
 - (a) \$200.00 for each contravention of a bylaw and;
 - (b) \$50.00 for each contravention of a Rule.
- (2) An infraction or violation of these rules may result in a fine of fifty (\$50.00) dollars for each violation unless otherwise specified in another provision of these rules, to be assessed against the strata lot Owner and added to his monthly strata account. FINES MAY ESCALATE FOR VIOLATIONS AS FOLLOWS:

First violation	\$50.00 fine
Second violation	\$100.00 fine
Further violations	\$200.00 per occurrence
- (3) All fines are due and payable within seven (7) days of the written issuance of the fine.

31. Continuing contravention

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

Division 7 – Annual and Special General Meetings

32. Quorum

If at the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned for a period of fifteen (15) minutes whereupon the adjourned meeting shall be reconvened at the same place and the persons present in person or by proxy and entitled to vote, shall constitute a quorum.

33. 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.

34. 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.

35. Voting

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

- (6) If there are only two strata lots in the strata plan, bylaw 35(5) does not apply.
- (7) Despite anything in this section, a 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 may not exercise the owner's vote in respect of the owner's strata lot if the strata corporation is entitled to register a lien under the Act against that owner's strata lot, except on matters requiring a unanimous vote.

36. Order of business

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

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

- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 8 – User of the Commercial Lots and Common Property

37. Use of Commercial Lots

Neither the strata corporation, the council, a section nor its executive will act or pass any bylaw or rule which would have the effect of:

- (a) prohibiting, preventing or impairing the owners of the Commercial Lots from fully utilizing the Commercial Lots for commercial purposes in accordance with the applicable municipal zoning bylaws and rules and regulations in effect from time to time of the local government having jurisdiction or the applicable provincial and federal authorities;
- (b) restricting the hours of operation of any business carried within the Commercial Lots;
- (c) restricting access by the owners, tenants or occupants of the Commercial Lots, as well as their visitors, employees, agents or invitees, to or from their Commercial Lots across common property, unless such bylaw or rule also applies to the owners, tenants and occupants of all strata lots within the strata corporation, as well as their visitors, employees, agents and invitees; or
- (d) prohibiting, preventing or impairing the owners, tenants or occupants of the Commercial Lots from leasing, sub-leasing, granting a license or entering into any lease, sub-lease or license arrangement with respect to the use of the Commercial Lots, except for the operation of a nightclub, cabaret, or an adult entertainment store.
- (e) Signage

The owners of the Commercial Lots will be entitled to place on the common property advertising signage, illuminated or not, as may be permitted under the applicable municipal zoning bylaws in effect from time to time of the local government having jurisdiction or under the laws of the applicable provincial and

federal authorities, subject to the prior written approval of the council (which approval will not be unreasonably withheld or delayed).

Division 9 – Moving In

38.

- (1) An appointment for a moving in/out time must be made with the concierge. Every owner or tenant moving either into or out of the building must complete a move in/out form at the concierge before an appointment can be made. By signing this form, the individual concerned acknowledges the rules that apply to move ins/outs and agrees to comply with these Rules.
- (2) A minimum of 48 hours notice is required to be given to the concierge, prior to any move in/out.
- (3) Move-ins and move-outs are allowed only between the hours of 9:00 a.m. and 4:30 p.m.
- (4) Full instructions for the operation of the move will be given by the concierge.
- (5) Owners will be responsible for any tenant or occupant in their strata lot moving in or out of the building and will be responsible for any damage to the common property. To this end, a refundable cash damage deposit of \$200.00 must be paid to the concierge before permission to move in or out will be given. The concierge will then disarm the loading door alarm and lock out an elevator. Following completion of the move and an inspection of the common areas confirming no damage was incurred, the security system will be re-alarmed. Any damage caused to the building during a move in/out will be assessed by the concierge, building supervisor or property manager and the cost of repairing this damage deducted from the aforementioned damage deposit. Damage in excess of the deposit will be charged to the strata lot's account.
- (6) Elevator mats and pads must be installed to protect the elevator when moving any furniture.
- (7) A move-in fee of \$175.00 must be paid by the owner to the strata corporation before a move in can proceed, when an elevator is needed to move in during the initial move in.
- (8) The concierge and the moving party will make a before and after inspection of the area through which the moving will take place. If

damage has occurred as a result of that move, the cost of repairs related shall be assessed to the individual strata lot owner in addition to the move-in fee.

- (9) During the move, all lobby doors must remain closed and locked when unattended.
- (10) The concierge will require to have in their possession the following documentation before a move-in can commence (no exceptions will be made):
 - (a) A completed resident's information form;
 - (b) A copy of a valid certificate of liability insurance for the person(s) moving in.
 - (c) A copy of a completed Form K if the new resident is a tenant rather than an owner;
 - (d) A signed receipt indicating they have received and reviewed the Rules of a Strata Corporation.
 - (e) The refundable \$200 deposit.
 - (f) The move-in fee.

Division 10 – Motor Vehicles and Parking

39.

- (1) Any owner, tenant or occupant may use the parking space which has been specifically assigned to his strata lot for one vehicle and/or a motorcycle. The motorcycle must be parked in front or behind the automobile without any part of the motorcycle or car protruding from the designated parking space and into common property.
- (2) The parking spaces assigned to a strata lot shall not be rented or leased to a non-resident.
- (3) An owner, tenant or occupant shall be parked on limited common property in designated and assigned parking spaces only; no motor homes, trailers, boats or equipment of any kind shall be parked on the common property.

- (4) Motor vehicles found in unauthorized areas will be removed immediately, without notice, at the vehicle owner's sole expense.
- (5) Parking will not be permitted under any circumstances on interior roadways or in driveways. Any motor vehicle found parked in a prohibited area will be removed, without notice, at the vehicle owner's sole expense.
- (6) No motor vehicles shall be parked in a manner that will reduce the width of the garage, roadway, neighbor's parking spaces, stairwells and/or walkways. Motor vehicles found parked in this manner shall, without notice, be removed at the vehicle owner's sole expense.
- (7) An owner of a strata lot who has been assigned the use of a parking stall which is larger in size than a standard parking stall may park two vehicles or park one vehicle and store items such as motorbikes canoes or kayaks within such stall, provided that such arrangements do not obstruct access to and use of the drive aisles and/or other parking stalls by other user, and are in compliance with all applicable laws and rules. The strata corporation is authorized to remove any item which contravenes the foregoing, and the strata lot owner shall pay the costs of such removal, failing which such costs will be assessed against the strata lot owners strata account.
- (8) No repairs to motor vehicles shall be carried out on common property.
- (9) Oil leaks and exhaust pollution stains are the responsibility of the owner and must be cleaned up by the owner. Owners of motor vehicles causing oil staining shall at the strata corporation's notification, clean up all drippings, or on failure to do so within seven (7) days notice, the strata corporation will have the stain cleaned up and a minimum clean up charge of \$50.00 will be assessed to the strata lot.
- (10) Only motorized, currently licensed and/or insured and operational motor vehicles shall be parked on the strata corporation property. Motor vehicles not bearing current license plates must provide a copy of valid storage insurance (for a minimum of \$1,000,000.00 liability) or the vehicle will be towed away at the vehicle owner's sole expense, immediately without notice.
- (11) An owner, tenant or occupant who finds an unauthorized vehicle parked in his assigned parking space must contact the concierge, who will in turn contact the towing company to have the vehicle removed at the vehicle owner's sole expense.

- (12) The speed limit within the common property is 10 kilometers per hour.
- (13) No honking or other noise, which is a nuisance, will be made by any vehicle in the strata plan unless it is made in an attempt to avoid an accident. Owners of vehicles with car alarms are asked to ensure that the alarms are not overly sensitive to passing motor vehicles.
- (14) An owner, tenant and occupant shall only wash motor vehicles in a designated car wash area.
- (15) Fire lanes must not be obstructed at any time.
- (16) Any vehicle violating the parking Rules may be towed away immediately at the vehicle owner's sole expense.
- (17) No cardboard, drip pan, or kitty litter is allowed to be used in any of the parking spaces. Any cars found to leak oil will be fined as per the strata's Rules, billed the clean up costs, and can be requested not to park on common property. Any residents who after they receive 14-day notice continue to park their car may result in the car being towed at the owner's expense.

Division 11 – Visitor's Parking

40.

- (1) Visitor parking in the designated BCS1903 visitor's parking lot shall be on a first come, first served basis;
- (2) Parking permits issued by the Strata Corporation (available at the Concierge desk) must be placed on the dashboard of the visiting motor vehicle;
- (3) The visitor parking spaces are intended for the exclusive use of individuals who are visiting a resident of BCS1903, or by trades people who are providing a service to a resident or the strata corporation. Any other use contravenes this rule;
- (4) Visitors will not park a motor home, trailer, tractor, boat or equipment of any kind in a visitor parking space.
- (5) Visitor's pets must not be left in vehicles at any time, and must be leashed at all times while on common property.
- (6) A resident's personal vehicle must not be parked in the visitor stalls for any reason at any time; The definition of a resident for this rule is a

resident that lives either full time or part time at Freesia.

- (7) Visitor parking shall be limited to a maximum duration of 12 hours, unless prior approval is arranged with the concierge. Under no circumstances may a motor vehicle make use of visitor parking for more than three (3) consecutive days or portion thereof without an extended visitor parking pass available from residents or the Concierge desk. Furthermore, no motor vehicle may make use of visitor's parking for more than seven (7) days or portion thereof in a calendar month.
- (8) An extended visitor parking pass may be obtained from the concierge on a space available basis. Extended visitor's parking passes are provided at the sole discretion of Strata Council. The strata lot's parking permit must be displayed in addition to the extended parking permit at all times;
- (9) Residents who abuse their visitor's parking privileges will have these privileges revoked for a period of 90 days on first offence and for 1 year for each subsequent offence;
- (10) Vehicles not permitted in visitor's parking will be towed at the owner's expense.

Division 12 – Lounge

41.

- (1) The meeting room will be available for use by residents on an exclusive or private function basis between the hours of 9:00 a.m. and 11:00 p.m, 7 days a week.
- (2) A \$200.00 refundable damage deposit must be paid at the time of booking;
- (3) Visitors must be accompanied by a resident when using the facility;
- (4) No cooking or food preparation is permitted in the meeting room.
- (5) No pets are allowed in the meeting room.
- (6) Residents who make, or permit others to make excessive noise during the use of the room, will be asked by the concierge to reduce the noise level and, if they do not reduce the noise level, forfeit their entire deposit;
- (7) Residents who do not vacate the room at the prescribed closing time, or at the end of their reservation, shall be asked by the concierge to vacate the room and, if they do not vacate within a reasonable time, forfeit their

entire deposit;

- (8) The concierge will inspect the room after the booking. If the room has not been cleaned, a cleaning fee will be assessed. Any theft or damage resulting from the use of the room will be assessed.
- (9) All assessments from sections 8 above, will be the responsibility of the strata lot making the booking, and subtracted from the damage deposit. Owners are reminded that they are fully responsible for damage caused to common property by their tenants and guests. If the cost of cleanup or repairs exceeds the deposit, the strata lot making the room booking will be billed for the additional costs.
- (10) A rental fee of \$20/booking will be charged for bookings for any commercial purposes.
- (11) Alcohol is only permitted with prior Council approval.

Division 13 – Building Security

42.

- (1) No one shall leave open or unlock any outside entrance or exterior fire exit door.
- (2) Do not allow strangers to enter the building anytime. Do not allow unidentified persons to follow you through the door when you enter. If a person will not identify themselves or show their keyfob, notify the concierge immediately.
- (3) Residents should report to the concierge, management company or the police any suspicious person(s) in or around the building.
- (4) All keys to locks on the common property will be made and issued only with the authority of the council.
- (5) Additional key fobs may be obtained by an owner or tenant. The fobs will be issued by the concierge at a cost of \$50.00 each. A limit of four (4) fobs per one bedroom suite, five (5) fobs per two bedroom suite, and six (6) fobs per three bedroom suite.
- (6) All fobs lost or stolen shall be reported to the concierge immediately.

- (7) No soliciting will be permitted within the strata plan under any circumstances.
- (8) Security of the building cannot be maintained without the full cooperation and observance of these Rules by all residents.
- (9) Residents should wait for the gate to close when entering and exiting the parkade.

Division 14 – Hazards and Insurance

43.

- (1) Smoking is not permitted in any of the indoor common areas, including the elevators, lobbies and stairwells. Alcohol is not permitted in any common areas.
- (2) Owners, tenants and occupants are responsible for any damage caused by a waterbed, appliance or other fixtures within their strata lot.
- (3) All freshly cut and “live” Christmas trees are prohibited in the building.
- (4) Owners, tenants and occupants shall not do anything that will cause a safety hazard to the building and/or other residents including interfering with proper closure of fire doors by adjusting the door closer by blocking the doors open, and/or by encumbering the hallways, landings or stairways with boxes, rubbish and/or bicycles.
- (5) No one shall be allowed to play, skateboard, or rollerblade in the underground parking areas, or any other common areas at any time.
- (6) Owners, tenants and occupants must not permit explosive, combustible, flammable or offensive materials to be stored within their strata lot or on common property. A small supply of fuel normally used for propane barbecues and outdoor heaters may be stored on the balcony. No charcoal barbecues are allowed.
- (7) All residents and owners of Strata Plan BCS1903 must have at least \$1,000,000 liability insurance prior to completion of purchase, or occupancy. Certificate of insurance or a deductible chargeback insurance cover must be provided at time of “move-in” booking.
- (8) Nothing shall be allowed to fall from a window or balcony of a strata lot. Cigarettes, matches, bottles, cans or any other item dropped or thrown

from a strata lot will result in an immediate \$200 fine.

- (9) If we have to access your suite due to an emergency of any kind and you have not provided a key to your suite to building management, you will be responsible for all costs associated with the emergency entry.
- (10) An owner must pay the insurance deductible portion of any insurance claim filed by the Strata Corporation within sixty (60) days of the written issuance of the charge, if such claim results from damages caused to the common property, including limited common property, or common assets by the negligence or accident of the owner or owner's tenant, resident, or guest.

Division 15 – Resale of Strata Lot

44.

- (1) No real estate signs or notices are permitted to be placed in a strata lot, or on common area windows.
- (2) **“Open House”** for the purposes of this Rule means any event planned by an 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 1:00 p.m. – 3:00 p.m. on either Saturday or Sunday and are

subject to this Rule.

- (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 concierge, in writing, at least 72 hours prior to the date of the Open House. Photo identification is required, to be shown to the Concierge by the Owner or Owner's Agent at the time of showing.
- (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 30 cm by 60 cm;
 - (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 outside the building within 15 feet of the front door so that the Sign does not, in any manner, impede or endanger any person or any vehicular traffic;
- (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.
- (7) Upon entering the building for the purpose of attending or otherwise participating in an Open House, each Attendee shall sign in with the Concierge and shall provide the Concierge with the Attendee's 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 or negligence of any person attending or otherwise participating in any way

in the Open House.

- (9) 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.
- (10) Upon conveyance of a strata lot, the purchasers must provide the Strata Corporation with completed lease assignments for parking stalls and lockers for the conveyed strata lot.
- (11) Owners who assign the lease for a parking stall or storage other than at time of purchase must provide the lease assignment to the Strata Corporation.

Division 16 – Bicycles, Rollerblades, Roller-skating, and Skateboards

45.

- (1) Bicycles shall be kept in designated bicycle storage areas only.
- (2) Bicycles are not permitted at anytime inside the common areas, except in the parking garage to access the bicycle storage rooms.
- (3) Bicycles found on common area property outside of the designated bicycle storage rooms will be removed and impounded. Bicycles not claimed after 30 days may be sold at the Strata Corporation's discretion. A fine of \$50.00 will be paid to the Strata Corporation for the return of an impounded bicycle.
- (4) Skateboarding, rollerblading or roller skating is not permitted on any common areas of the Strata Plan.
- (5) The Strata Corporation assumes no responsibility for bicycles stored in any of the designated bicycle storage rooms.

Division 17 – Storage/Storage Lockers

46.

- (1) No part of the common property except areas designated by the strata corporation will be used for storage without the prior written consent of the council.
- (2) The Strata Corporation assumes no responsibility for the contents stored in lockers assigned to a strata lot.

Division 18 – Barbecues

47.

- (1) Only small propane, or electric barbecues are permitted on balconies.
- (2) All propane tank and natural valves are to be in the “off” position when not in use, or when being carried through the common property.
- (3) Barbecuing is permitted on the balconies and patios of each strata lot, provided it is conducted in safe manner and does not create a nuisance to other residents.
- (4) Barbecuing equipment must be maintained in an orderly appearance and can only be stored on your balcony.
- (5) Barbecues must be kept clean to reduce smoke and odors disturbing other residents.

Non-compliance with 47 (5) will result in a fine being levied against the strata lot.

Division 19 – Severability

48.

- (1) Should any portion of these Rules be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the Rules, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- (2) For the purposes of all Rules, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires.

Division 20 – Voluntary Dispute Resolution

49.

- (1) A dispute among Owners, tenants, occupants, or 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 Rules, or the Rules.
- (2) A dispute resolution committee consists of:
 - (a) one owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties; or
 - (b) any number of persons consented to, or chose 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 21 – Miscellaneous

50. Small Claims Actions

- (1) Notwithstanding any provision of the 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 affine, without requiring authorization by a resolution passed by a $\frac{3}{4}$ vote of the Strata Corporation.

51. Gardening

- (1) Each owner of a strata lot may be allocated the exclusive use of zero, one or more than one gardening plots located in part of the gardening terrace and may be entitled to the exclusive use of zero, one or more than one tool lockers located in part of the gardening room. The use of the gardening plots and tool lockers will be granted pursuant to a partial assignment of the gardening lease (the “Gardening Lease”) between E1 & E1, as registered owner and landlord, as tenant, a copy of which is attached

hereto as Schedule B.

- (2) As more particularly set out in the Gardening Lease, upon the registration of the strata plan for the development, the Strata Corporation will automatically assume all of the covenants and obligations of the owner-developer under the Gardening Lease with respect to those gardening plots and tool lockers which are subject to the Gardening Lease.
- (3) An Owner, tenant, occupant, or visitor of a strata lot must:
 - (a) not access or use any gardening plot or tool locker, except any gardening plot and/or tool locker specifically assigned to his or her strata lot;
 - (b) not rent or lease any gardening plot and/or tool locker specifically assigned to his or her strata lot or otherwise permit the gardening plot and/or tool locker to be regularly used by anyone who is not an owner, tenant, or occupant in the development;
 - (c) access and use the gardening terrace during the posted gardening hours only. Initially, the gardening hours will be daily from 7:00 a.m. to 9:00 p.m.;
 - (d) not pick, destroy or vandalize any plant, flower, shrub or other planting in another owner's gardening plots;
 - (e) not plant, grow, or maintain any plant, fruit, flower, shrub or other planting (with or without extensive root systems) which may either:
 - (i) extend into neighbouring gardening plots or the gardening terrace. All plants, flowers, shrubs and other plantings in the gardening plots must be wholly contained within such gardening plots; and
 - (ii) extend downward damaging the membrane located at the bottom of every gardening plot;
 - (f) not plant, grow or maintain any plant, flower, shrub or other planting in a gardening plot which exceeds three feet in height;
 - (g) not construct or maintain any structure or assemblage of materials in a gardening plot (fencing, enclosures or otherwise), with the exception that each gardening plot is entitled to one vertical structure (not greater than three feet in height) which can be used

for supporting plants, flowers, shrubs or other plantings;

- (h) keep all areas of the gardening room and gardening terrace in a neat and clean manner, with all trash, debris and clippings removed and placed in the appropriate container;
 - (i) not leave tools or other items unattended within the gardening terrace;
 - (j) not use the gardening hose unless he or she was specifically assigned a gardening plot. Immediately upon finishing with the use of the hose, the water supply must be turned off and the hose must be neatly rewound and returned to its storage position;
 - (k) not plant, grow, or maintain grow any plant, flower, shrub or other planting in a gardening plot which requires excessive watering (e.g. wetland taro, watercress or lotus);
 - (l) not plant, grow or maintain any illegal drug plants in the gardening plots:
 - (m) not use pesticides on or around the gardening plots which may pose health risks to humans:
 - (n) not use herbicides (of any kind whatsoever) in the gardening plots:
 - (o) not store dangerous or hazardous chemicals or other products in the tool lockers or in any other part of the gardening room or the gardening terrace;
 - (p) not play amplified music in the gardening terrace, except through headphones; and
 - (q) not permit his or her pet to be on that part of the gardening terrace which comprises the gardening plots.
- (4) Those Owners, tenants, and occupants of the strata lots that were specifically assigned a gardening plot must maintain their gardening plots on a regular basis (at least once a week during growing season) in a well-tended, weeded, sanitary neat and tidy manner.
- (5) If an Owner of a strata lot that was specifically assigned a gardening plot is not maintaining his or her gardening plot in a satisfactory manner, the Strata Corporation may impose fines on the Owner pursuant to these Rules or may reasonably remedy that owner's gardening plot and charge the owner with the reasonable cost of such remediation.

52. Promotion

- (1) During the time that the owner-developer of the Strata Corporation is a first owner of any strata lots, it will have the right to maintain any strata lot or strata lots, whether owned or leased by it, as a display unit, and to carry on sales or leasing functions it considers necessary in order to enable it to sell or lease the strata lots.
- (2) At the reasonable discretion of the owner-developer, it may use the common property to conduct the sale or lease of strata lots in the strata plan up to 36 months after the date of first occupancy of any such strata lot.
- (3) Signs advertising the sale, lease or open house of a strata lot must be displayed on the common post supplied by the Strata Corporation and may not be displayed in the windows or on the balcony of a strata lot. Notwithstanding the foregoing, marketing signs of the owner-developer may be displayed on the common property and/or the limited common property or window of any strata lot owned or leased by the owner-developer at the reasonable discretion of the owner-developer.

END

NOTES:

Bylaws have been registered at Land Titles Office on an ongoing basis. These have included new bylaws and amendments to bylaws previously registered. The Bylaws listed herein are those currently in place for Strata Corporation BCS1903. Owners will be advised accordingly of any changes in the future. The following is a listing of registration numbers and dates of registration for owners reference.

November 21, 2007
BB599419

Bylaws 1-52 Inclusive