

# **STRATA PLAN BCS 3321 CAMERA RULES**

September 2014

Please remember that as a strata lot owner, each of you have a vested interest in properly maintaining the common areas which includes the Amenity Room, Exercise Room, underground parking, landscaped areas, road and virtually all areas not within the confines of your suite.

To protect your investment, the philosophy of taking responsibility for the use, safety and condition of the common property is conveyed in the Rules that follow. Any consent, approval or permission given under these Rules must be given by the Strata Council, or the managing agent acting upon the instructions of the Strata Council, and must be in writing.

Bylaws which govern the operation of Strata Plan 3321 Camera were established by Intracorp on October 10, 2006. Where appropriate, the relevant section of the Bylaws is cross referenced in the Rules. In case of any conflict, Bylaws take precedence to Rules.

Any reference in the Rules to "Owners" applies to **all** residents.

## **Rule Violations: (Section 22 & 23 of the Bylaws)**

Consistent with the Strata Property Act, the fine for the violation of any of the Rules passed from time to time by the Strata Council is \$50.00 for each violation, to be assessed against the strata lot owner and added to the monthly assessed contribution for that strata lot. Fines will continue to be levied until the infraction has been corrected.

## **SECURITY**

1. **Garage Gate to underground parking:** To help prevent unauthorized entry to the building, all drivers must wait until the gate is closed behind their car before opening the second gate upon entering or exiting the garage. Upon entering, the drivers in any subsequent cars must wait until the gate is starting to close before pressing the garage button on their key fob to reopen the gate. This indicates to the preceding driver that the following driver is a resident.
2. **Doors:** Storing wedges near to entrance doors is a security risk. Therefore, door wedges are not to be stored near any common area doors. You may temporarily prop open a door with your own object when bringing in bags, shopping, boxes or other articles from your car. This object should then be taken away with you.
3. **Entrance Door:** When entering through the front entrance, do not allow followers into the building unless they are known to you.
4. **Restricted Common Areas:** No owner or visitor is permitted in any part of the restricted common areas of the building such as the roof, electrical rooms, mechanical rooms and locked rooms other than their own, except with the express permission of the Strata Council.

5. Guests in Amenity Room: For security reasons, all guests to the Amenity Room must be met at the entrance door. At no time is the entrance door to be propped open allowing unrestricted access to the building.
6. Washrooms: If the washroom facilities in the Exercise Room are being used in conjunction with the Amenity Room, a resident must use their key fob to open the door and ensure that any guest(s) using the washroom facilities are able to leave the Exercise Room safely.
7. Moves In/Out: For a move into or out of the building, a security guard will be stationed in the lobby. To facilitate this the resident shall contact the Property Manager prior to the move (see MOVE IN /OUT Rules). (also Bylaw 36 sec 1)
8. Solicitations: Solicitation is not permitted anywhere in or about the building or common property for any cause, except as required by the Election Act (Canada) and similar provincial registration.
9. Quiet Hours: Quiet hours for the building are defined in the Bylaws as between 11:00 PM and 7:00 AM. During the quiet hours in the building, residents are expected to take special care not to disturb their neighbours with excessive noise. (Bylaw 32)
10. Fobs are to be issued to owners only. Tenants must request additional fobs from the owner of the unit. However, any damage or malfunction of the fobs can be reported directly to the Property Manager.

#### **PARKING (Bylaw 35)**

1. A resident owner shall use the parking space(s) which have been specifically assigned to the strata lot. Owners shall not park on the common property.
2. The underground parking area is for the sole use of permanent residents of The Strata. Visitors shall adhere to the Visitor Parking rules listed below.
3. Parking spaces assigned to a strata lot shall not be rented or leased to non-residents.
4. Bicycles, trailer, boat, equipment or items of any kind shall not be parked or placed on any common property without the prior written approval of the Strata Council
5. No vehicle shall be parked in a manner which reduces the width of your neighbour's parking space.
6. Excessive speeds and dangerous driving are prohibited in all the parking areas. The speed limit is 10 km/hr in the common areas and will be strictly enforced.
7. No person(s) is/are allowed to camp overnight in any type of vehicle in common areas.
8. A resident must not store an uninsured vehicle on the common, limited common property, or on land that is a common asset.

9. A resident storing a vehicle must provide proof of valid insurance to the strata corporation on the commencement date of the storage, and also be displayed on the vehicle.
10. Only one vehicle may park in a designated parking space. In addition to one vehicle, a motorcycle may also be parked in a designated parking space, as long as it does not allow the accompanying vehicle to protrude beyond the parking space boundaries.
11. A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds), or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical parts.

### **VISITOR PARKING**

1. Visitor parking stalls are for the exclusive use of visitors of residents at Camera. No owners/ residents may use the visitors parking area at any time. Violators will be fined.
2. The visitor lot will be monitored regularly, with license plate numbers recorded. Every visitor must place a note (paper slips provided in Visitor Parking area) on their dashboard indicating the suite number they are visiting. Failure to do so may result in a fine.
3. Visitor parking is for short term use only. For longer term parking - 3 days / nights a request must be submitted to and approved by the strata council. If no such request has been made or approved and a vehicle is seen parked for 3 days/nights or longer, it may be towed.
4. Visitors parking in the visitor lot do so at their own risk and must abide by any and all regulations that apply to the parking stalls in general.
5. Resident owners are responsible for any damage caused to the common property by their visitors.
6. Vehicles in violation of these rules will be towed at the liability and expense of the vehicle owner.
7. No commercial vehicles are permitted to park in the visitors parking area overnight.

### **RULES FOR VEHICLES**

1. No owner may permit a vehicle to drip excessive oil or gasoline on the common property or limited common property. An owner, whose vehicle is dripping excessive oil or gasoline, must immediately remove and repair the vehicle and the owner must pay the cost of clean up of the common property in addition to any fine. This rule also applies to visitors of residents parking in the Visitors Parking spaces.
2. No resident, nor visitor of a resident, shall drive a vehicle on any part of the common property except designated driveways.

3. No resident, nor visitor of a resident, shall park a vehicle on the common property or limited common property except in a designated parking area.
4. No resident, nor visitor of a resident, shall permit their vehicles to block a driveway or a parking area entry on the common property or to park in such a manner so as to reduce the width of an adjacent parking space or walkway.
5. The speed limit in common areas is 10 km/hr and will be strictly enforced. Violators will be fined.
6. No basket carts, or shopping carts, from stores are permitted in the underground parking area, passageways, locker rooms or any other common property space. Violators will be fined.
7. Bicycles must be brought into the building via the underground parking gate and not via the front entrance – no bicycles are permitted in the lobby area. If you take the bicycle to your suite, ensure that it is clean and dry before taking into common areas, such as the elevator and hallways.

#### **MOVES IN and/or OUT Bylaw 36 (1) (2)**

1. Owners are required to contact the building property manager to arrange for a move. The property manager will arrange to lock off the elevator, hang the protective coverings, hire security and monitor the move.
2. Owners are required to give the building property manager a minimum of one week's notice of a move. If this does not occur and an owner gives less than one week's notice, or does not give notice, the owner is subject to a \$100.00 fine as prescribed in the Bylaws - 36 (1) (2)
3. The hours that the property manager is available for moves are between 8am and noon and 1pm and 5pm Monday to Friday.
4. Owners are to pay due care and attention to the elevator, surrounding walls, carpets and doors when moving furniture.
5. Residents are directly responsible for moving personnel and/or friends/relatives who are assisting with their move. All must adhere to the Bylaws and Rules of the Strata Corporation. At no time should the front entrance doors be left unattended. Any violations may result in fines to the resident.

#### **EXERCISE ROOM**

The Exercise Room is for the exclusive use of residents. In the interests of safety and enjoyment, the following Rules have been prepared and must be adhered to at all times:

1. Use of the facilities is for the residents of Camera only. Hours of use are 7am -11pm. Extra care should be taken between 7am – 9am and after 8pm to not bang the weight stacks down as it can disturb the residents below the exercise room.
2. The privacy and enjoyment of others using these facilities must be respected at all times.

3. No audible radios or sound-reproducing equipment is permitted.
4. Proper footwear and cover-ups shall be worn in the Exercise Room and, when going to and from the room.
5. Absolutely no animals are permitted in these facilities.
6. Any and all accidents must be reported immediately to the Strata Property Manager.
7. Any person(s) causing damage to the facilities must immediately report such damage(s) to the Strata Property Manager.
8. Any person(s) noting a breach of these Rules, or abuse of the area, is to immediately report the incident to the Strata Property Manager. Any breach of the above Rules may be subject to fine(s) being levied against their strata lot in accordance with the Strata Corporation's Bylaws and/or the removal of privileges regarding use of the facilities. Additional charges may be levied for the repair or replacement of equipment that shows evidence of willful damage.
9. No food or alcoholic beverages are permitted in the Exercise Room. No glass containers permitted.
10. After using the equipment, it must be wiped down with the spray bottle of cleaning solution and paper toweling provided before leaving the Exercise Room.
11. No person(s) under the age of sixteen (16) years may use the Exercise Room, unless accompanied by an adult.

**ANY PERSON(S) USING THESE FACILITIES DO SO AT THEIR OWN RISK, AND RELEASE AND INDEMNIFY THE STRATA CORPORATION AND THE MANAGING AGENT FROM ANY AND ALL CLAIMS ARISING FROM THE USE OF THESE FACILITIES.**

#### **PATIOS/DECKS Bylaw 33**

1. No items other than what is permitted by the Rules shall be kept on patios, balconies or common property, unless express permission by Council has been granted. If items are kept in violation of the Rules, and are not removed within 72 hours after formal notification, fines will be assessed as provided in Bylaw Fines.
2. Items which **ARE** acceptable and **MAY** be kept on a patio or balcony are:
  - gas or electric barbecues
  - patio style furniture including table sized umbrellas (no upholstered living room sofas, chairs, bookcases, etc.)
3. Samples of items which **ARE NOT** acceptable, and may **NOT** be kept on a patio or balcony are:
  - freezers
  - bicycles
  - clothes lines/racks

- storage units or items (unless with written approval given by Council)
- sports equipment such as skis, exercise machines, dart boards, punching bags, weights, etc.
- lighting other than which was installed as an original permanent fixture, i.e. no torches, Christmas lights before December 1st or after January 30th, no strings of patio lanterns
- free standing trellises
- anything that is considered gaudy or obtrusive by Council, e.g., no statues, pink flamingos or like decorations
- birdfeeders, or dog/cat houses. Animals are not to be housed on patios or balconies
- flooring (cedar, carpeting, etc.) may not be installed on deck surfaces in a manner that may penetrate/damage the deck membrane and create potential leakage problems
- cleaning supplies such as mops, garbage cans/bags
- storage of empty boxes, cans, bottles, tires or general refuse.
- satellite dishes except as prescribed by council and with council approval.

#### 4. **Planters on Patios**

Residents are permitted to have planters and flower boxes on their patios with the following instructions:

- (a) Small shrubs and flowers are permitted; no vegetable gardens are allowed.
- (b) No plantings shall be made that attach themselves to the building areas, such as ivy.
- (c) The planters and flower boxes must be on the patio, not the common area around them. Any planters/flower boxes must be in appropriate containers on balconies.
- (d) Residents are responsible for keeping these planters and flower boxes neat and tidy in appearance at all times year-round, and must have trays below them to catch water run-off.
- (e) Planters and flower boxes must be of a neutral color.

#### 5. **Cleaning of Patios/Balconies**

- (a) Cleaning of the patio or balcony decks should be done in the same manner as would be used to clean any floor surface inside the strata unit, i.e., no water is permitted to be poured or emptied into the drain on the balcony decks. These drains are designed to prevent flooding during heavy rainfall or emergencies only.
- (b) Any water, soap, or other debris allowed to go through the balcony drains may result in the defacement of the exterior of the building and/or other common areas including the decks immediately below your unit.
- (c) Any defacement of the exterior of the building and/or other common areas attributable to improper draining of liquid material from balcony drains will result in fines assessed to the violator in accordance with the Bylaws. In addition, the violator may be assessed additional charges for any work or material needed to clean the common area affected.

#### 6. **Exterior Appearance**

- (a) No resident shall change the current window treatments that are visible from the exterior of the building.
- (b) The Strata Property Act requires that all exterior alterations must receive prior approval of the Strata Council in writing. This includes attaching anything to the building or common areas.

### **General**

1. No owner shall use any part of the common property for storage except as permitted in writing by the Council. No owner shall keep floor mats, furniture, shoes, strollers, plants, etc., outside their door in the hallways or stairways.
2. Bicycles locked or unlocked will not be kept in any common areas, hallways or lobby area except in areas specifically designated. Bicycles taken through any common areas must be clean and dry.
3. The resident of a strata lot shall not permit any undue noise to be made in or about his/her strata lot, nor shall he/she do anything that will interfere unreasonably with the quiet enjoyment of other residents in the building. Appliances such as dishwashers, washers and dryers, vacuum cleaners and garburators shall be used at reasonable hours so as not to disturb other strata lot residents.
4. No residential strata lot shall be used primarily for commercial or professional purposes involving the admittance of clients to the building, or for any purpose which may be illegal or injurious to the reputation of the strata plan. No commercial material, such as advertising, shall be distributed or placed for distribution by residents in any common areas.
5. No structural alteration to the interior of any strata shall be made, and no plumbing or electrical work within any bearing or party wall shall be made, without the prior written consent of the Strata Council.
6. Each owner and/or resident shall endeavor to avoid damaging the plumbing and/or electrical systems of the building. Any damage to any of these systems caused by the wrongful act(s) or neglect of any owner or guest, shall be repaired at the expense of such owner and/or resident. No owner and/or resident shall permit a condition to exist within his/her strata lot which will result in wasting, or excessive consumption of, the cold or hot water supply.
7. No owner and/or resident shall:
  - do anything, or permit anything to be done, that will increase the risk of fire or the rate of fire insurance on the building of any part thereof, or
  - do anything, or permit anything to be done, that is contrary to any of the provisions, rules or ordinances of any statute or municipal bylaw.
8. The sidewalks, walkways, passages and driveways of the common property shall not be obstructed or used for any purpose other than entering or exiting from the building, the strata lots and parking areas within the common property. No access doors or common area doors are to be propped open or left in an unlocked position at any time.

9. Ordinary household refuse and garbage shall be removed from each strata lot and deposited in containers provided by the Strata Corporation for that purpose. Bins are also available for recyclable materials. All garbage shall be plastic bagged and tied before depositing. Any materials other than household refuse and garbage shall be removed from the strata plan by, or at the expense of, the individual owner/resident.
10. No owners of a strata lot, or their guests, shall do anything on common property likely to damage the plants, bushes, flowers or lawns; and shall not place objects on the lawns so as to damage them or prevent their reasonable growth.
11. Realtors are not allowed to have lock boxes attached to the common area.
12. 20 x 60 cm (8" x 24") For Sale signs shall be permitted on the For Sale hangman sign post on common property as provided by the Strata. No other advertisements shall be permitted to be affixed or posted in windows or on walls on the common property.

**PETS Bylaw 2 (2)(3)(4) (a, b, c, d)**

1. All pets must be leashed to a maximum of six (6) feet when on the common property including the central playground area. All tethered animals must not be left unattended.
2. No pet shall be permitted to urinate or defecate or otherwise foul the common property. Owners are requested to keep their pets off the grass and lawns in front of the building to avoid soiling or discolouration of the grass.
3. In the event that an owner's pet so fouls the common property, the owner shall immediately and completely remove the offending waste from the common property and dispose of it in a waste container or by some other sanitary means. In addition, any soiling, or marks or discoloration of Common Property caused by a pet fouling an area, is to be cleaned and put back to its former condition.
4. Owners must take responsibility for the repair of any damage caused by their pet(s) to the common property. Failing prompt repair action by the owner, the Strata Council will affect such repairs by contracted services and invoice the pet owner.
5. Owners must not feed nuisance birds such as pigeons, seagulls, crows and starlings, nor feed squirrels, rodents or other animals on the common property.
6. Owners must ensure that their pet(s) are kept quiet, under reasonable control, clean, and not a nuisance to other residents.

**GARBAGE/RECYCLING**

1. No refuse, garbage or empty beverage containers may be kept or stored in corridors, stairways, common areas or on strata lot patios or balconies.
2. No area of common property or any limited common property shall be used for the personal erection, placing or maintenance of incinerators, or garbage disposal equipment, recreation or athletic equipment, fencing or gardens.

3. Recycle bins should be properly used whenever possible. All residents should take the time to familiarize themselves with the materials acceptable for recycling in each designated bin, i.e., cardboard, mixed paper, newsprint, and mixed containers. If there is any uncertainty about how to use the recycle bins, please ask the Property Manager for instructions.
4. No furniture is to be disposed of in the garbage room (including mattresses, sofas, tables, chairs, electronics, etc). Residents are personally responsible for disposing of these articles at the appropriate facility.
5. Please ensure that household garbage is bagged, tied securely, and does not spill in corridors or elevators on its way to the garbage room. Owners must clean up any spills immediately.

#### **AMENITY ROOM CONDITIONAL USE**

1. Use of the Amenity Room is for **OWNER/RESIDENTS** and **TENANT/RESIDENTS** of The Strata **AND THEIR GUESTS ONLY**. Guests of residents using these facilities must be accompanied by the residents at all times.
2. **A \$200.00 REFUNDABLE CASH DEPOSIT** is required of residents for each booking of a **PRIVATE FUNCTION** and is due and payable at the time of booking. The deposit is to be submitted to the designated Amenity Room Booking Coordinator and will be refunded when the room, equipment and contents are left in a clean and undamaged condition. This rule does not apply to the casual use of the Amenity Room, e.g., temporary use of the pool table by residents and their guests, or for the Strata Corporation and/or Council meetings.
3. All bookings of the Amenity Room must be made with the Amenity Room Booking Coordinator on a first-come, first-serve basis. A confirmation will be forwarded to the resident making the booking.
4. The Amenity Room hours are: Sunday through Saturday from 9:00 a.m. to 11:00 p.m.
5. The maximum number of persons that can be in the Amenity Room at any given time is 30.
6. Proper attire ("No Shirt, No Shoes, No Entry") is required at all times.
7. No pets or animals are permitted in the Amenity Room, under any circumstances
8. No person(s) under the age of 16 years may use the Amenity Room unless accompanied by an adult at all times.
9. Washroom facilities are available in the exercise room, which for security and liability reasons, can only be accessed using a key fob. Do not prop the door to the exercise room open.
10. The completion and affixing of signatures at the bottom of two (2) copies of these Rules by both the applicant and Amenity Room Booking Coordinator is required as an

acknowledgment of understanding, and a compliance with, the Rules and Procedures specified herein. The applicant is to receive one (1) copy and the Amenity Room Booking Coordinator is to retain one (1) copy.

#### **SECURITY**

11. For security reasons, all guests must be met at the entrance door. **AT NO TIME** is the ENTRANCE DOOR to be propped open allowing unrestricted access to the building.
12. Alcohol is tolerated under the laws set out by the province of British Columbia.
13. Sound reproduction is allowed within reason. Residents are reminded that there are adjoining homes to the Amenity Room and the owners/residents of those homes are entitled to quiet enjoyment.

#### **SMOKING POLICY**

14. **THE STRATA IS A NON-SMOKING BUILDING.** Persons wanting to smoke may do so outside the building at sidewalk level or in the privacy of a resident's suite. There is no smoking permitted in any of the common areas of the building. **THIS INCLUDES THE COURTYARD BESIDE THE AMENITY ROOM.** RESIDENT VIOLATORS and RESIDENTS OF VIOLATING GUESTS RISK THE LOSS OF THEIR DEPOSIT.

#### **EQUIPMENT USAGE/DAMAGE**

15. Any and all Amenity Room equipment (including tables, chairs, etc.) is not to be removed from the Amenity Room and taken outdoors, nor is it to be borrowed for private purposes.
16. Persons either causing damage or noting damage to the Amenity Room facilities, furnishings and/or equipment therein shall immediately report such damage to the Amenity Room Booking Coordinator (who in turn is to report this to the Strata Council and Strata Property Manager) or directly to the Strata Property Manager.
17. The use of TAPE on the painted walls IS NOT ALLOWED. Any balloons, streamers, signs, etc. should only be affixed to surfaces that cannot peel or be damaged in any way by the tape.
18. Any resident found to deface, destroy or otherwise ruin any Strata property in the Amenity Room is liable for the damage(s). Residents are also responsible and liable for any damages caused by their guests.

#### **CLEAN-UP**

19. Following ALL events, whether for the entire Strata Corporation or for private functions held by individual residents, the Amenity Room is to be returned to the condition in which it was found and ready for the next users. Furniture and equipment are to be returned to their original positions. The fridge, countertops, cupboards, sink and equipment used must be left in clean condition. All garbage is to be removed from the Amenity Room; and the carpet is to be vacuumed and the floor must be swept and cleaned.

## **PROCEDURE REGARDING DAMAGE DEPOSIT REFUND**

20. Both prior to, and after a booked event, the Amenity Room Booking Coordinator will inspect the Amenity Room in the presence of the booking applicant to determine the condition of the room, equipment and contents.
21. After the end-of-event inspection, the decision as to whether to return the \$200.00 deposit refund, in whole or in part, or whether the levying of any additional assessment is necessary, will be at the discretion of the Amenity Room Booking Coordinator and/or the Strata Council. Repairs to any damage will be carried out at the sole discretion of the Strata Council.
22. The procedure for refunding the \$200.00 deposit will be as follows:
  - Following a SATISFACTORY end-of-event inspection whereby it is determined that no damage has occurred and that the foregoing clean-up criteria has been met, the Amenity Room Booking Coordinator will immediately return the CASH \$200.00 deposit in full.
  - Following an UNSATISFACTORY end-of-event inspection, the \$200.00 CASH deposit will be retained until such time as is necessary and appropriate to ascertain the funds needed for required repairs, replacement or clean-up time. If these costs exceed the \$200.00 deposit, the booking resident will be responsible for any amount in excess of the deposit. If these costs do not exceed the deposit amount, the difference will be refunded to the resident.

An unsatisfactory inspection would include any incident of excessive noise reported during the booking or failure to vacate the room at the prescribed time. These incidents may result in the resident forfeiting the deposit.

**Persons breaching the above Rules are subject to being fined in accordance with the Strata Corporation Rules and/or the removal of privilege of use of the facility.**