
BYLAWS

STRATA PLAN BCS1437

THE MAX

928 Beatty Street, Vancouver, BC
939 Expo Boulevard, Vancouver, BC

* * *

The attached bylaws for Strata Plan BCS1437 are in addition to those bylaws contained in Part 7 of 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 Titles Office, but are attached herein. **For legal purposes, you should obtain a true copy of the bylaws from the Land Title Office.**

(Updated as of February 13, 2023)

RULES AND REGULATIONS
The Owners, Strata Plan BCS1437
“The Max”

Division 1 – Use of Commercial Lots and Common Property

1. Commercial and Residential Sections

- (1) A section (the “Residential Section”) is hereby created within the strata corporation consisting of strata lots 1 to 526 inclusive (the “Residential Lots”).
- (2) A section (the “Commercial Section”) is hereby created within the strata corporation consisting of strata lots 527 to 541 inclusive (the “Commercial Lots”).
- (3) The Commercial Section and the Residential Section will be administered in accordance with these bylaws.
- (4) At the request of a section, the Strata Corporation will register a lien against an Owner’s strata lot if the owner has failed to pay their section strata fees or their share of a section’s special levy.
- (5) At the request of a section, the Strata Corporation will not issue a Form F – Certificate of Payment if an owner owes money to the section unless arrangements satisfactory to the section have been made to pay the money owing.
- (6) Where applicable reference to “council” or “strata council” shall be deemed to refer to the executive of a section and “strata corporation” shall be deemed to refer to the applicable section.

2. 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 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 owner, tenant or occupant of a strata lot, or any guest, employee, agent or invitee of an owner or occupant, to or from the Commercial Lots across common property, unless such bylaw or rule also applies to the owners, tenants and occupants, guests, employees, agents and invitees of all strata lots in the Strata Corporation; or
- (d) prohibiting, preventing, or impairing the Owners of the Commercial Lots from leasing, sub-leasing, granting a license, entering into any lease, sub-lease or license arrangement with respect to the use of the Commercial Lots.

3. Signage

The Owners of the Commercial Lots shall be entitled to place on the common property advertising signage, illuminated or not, as may be permitted under the applicable zoning by-laws 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).

- (1) In consideration of the residential section Owners and neighbouring buildings, all commercial businesses operating shall turn off their neon illuminated signage during non-business hours.

Division 2 – Duties of Owners, Tenants, Occupants and Visitors

4. Payment of strata fees

- (1) An owner's contribution to the common expenses of the Strata Corporation shall 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 shall be levied in accordance with this bylaw.
- (3) Common expenses shall be apportioned between the Residential Section and the Commercial Section and to individual strata lots in the following manner:
 - (a) common expenses attributable to a section shall be allocated to that section and, subject to bylaw 1(6), shall be borne by the owners of the strata lots within that section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots within that section;
 - (b) common expenses not attributable to either section shall be allocated to all strata lots in the Strata Corporation and shall be borne by the Owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the Strata Corporation; and
 - (c) common expenses attributable to any one strata lot shall be allocated to such strata lot.
- (4) Unless otherwise determined by the executives of each of the Residential Section and the Commercial Section, acting reasonably, the following common expenses shall be allocated between the 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 Council 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 shall be borne by the Owners of the strata lots entitled to use the limited common property in the proportion that the unit entitlement of such 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 shall be allocated to all strata lots in the section by the executive and shall be borne by the Owners in that section in the proportion that the unit entitlement of each such strata lot bears to the aggregate unit 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 lots the cost shall not be a common expense and if this utility is not separately metered or billed so as to measure the use thereof by the strata lot the cost of such utility shall be apportioned and charged to the strata lot by the executive of the section, based on the unit

- entitlement of the strata lot.
- (7) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
 - (8) Any outstanding balances on strata lot accounts are subject to 10% interest per annum, including unpaid owner chargebacks, compounded annually.
 - (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 month that an owner's strata fees are in arrears.
 - (10) An owner must pay strata fees or other assessments by pre-authorized payment. Alternatively, post-dated cheques will be accepted subject to a \$5 administration fee per transaction. This does not apply to units managed by professional management companies.
 - (11) Failure by an owner provide written authorization for automatic debit in accordance with subsection (10) is in contravention of bylaw 4(10) and the strata corporation will levy a fine of \$50.00 for each contravention. Each dishonored cheque (for management companies only) 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 bylaws will be added to the strata fees of the owner following the date of the notice of infraction.
 - (13) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy. If an owner is late in paying the special levy the owner must pay interest on the late payment in the amount of 10% per annum, compounded annually from the date the payment was due and continuing until paid in full. Fines referred to in (9) above will apply to outstanding and overdue special levies and assessments.
 - (14) When arrears, whether for Strata Fees or special levies exceed 90 days, a lien may be registered in accordance with Section 112 of the Act on the Strata Lot involved at the Owner's sole expense, for the total monies due including all strata fees outstanding, penalties assessed, accrued interest and all legal and other expenses incurred to pursue the recovery of the arrears.
 - (15) The strata corporation may proceed under the Small Claims Act or the Civil Resolution Tribunal Act, without further authorization of the owners, to:
 - (a) recover money owing to the strata corporation from an owner or other person, including money owing as a fine; or
 - (b) obtain any such relief as is available to it under the Small Claims Act or the Civil Resolution Tribunal Act.
 - (16) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the Strata Corporation is entitled to register a lien against that strata lot.

5. Repair and maintenance of property by owner

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

6. Use of property

- (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

It being understood that the use of the Commercial Lots, and any limited common property designated for their use, for any use 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, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the *Act*.
- (3) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
 - (a) a reasonable number of fish or other small aquarium animals
 - (i) live pet food is prohibited,
 - (ii) owners with aquariums must have insurance, including liability coverage, to cover in case of any perils;
 - (b) up to 2 caged birds;
 - (c) two dogs or two cats or one of each.
- (4) An 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 that occurs on common property. Animals are not allowed on the courtyard grass area.
- (5) A pet shall not cause a nuisance to any resident.
- (6) If the council receives a complaint about a pet, a bylaw 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.
- (7) An 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 attending the strata lot other than those individuals ordinarily resident in the strata lot; or
 - (d) involves individuals using a strata lot as a place of temporary lodging.

- (8) 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.
- (9) 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.
- (10) 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 8:00 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.
- (11) 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.
- (12) 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. Any window coverings, which are installed as at the date of the passage of this bylaw, may remain, but any replacement window coverings must comply with this bylaw. The onus is on the owner of the strata lot to provide proof, if requested to do so, satisfactory to the council, that the non-conforming window coverings installed on or about their strata lot were installed prior to the date of passage of this bylaw.
- (13) Bird feeders are not allowed on the common property, including balconies and patios.
- (14) Outdoor holiday lights are permitted only from November 15th to January 31st inclusive or other festive occasions with prior notice to Strata Council.
- (15) Owners, tenants and occupants must maintain a consistent high standard of cleanliness, appearance and repair in and surrounding his strata lot.
- (16) No personal items such as doormats, toys, bicycles, walkers, etc. shall be left or stored on the common property.
- (17) 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.
- (18) 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 lawns that are likely to damage the lawns or prevent their reasonable growth.
- (19) 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.
- (20) 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. Any children playing in the common property or common facilities do so at their own risk and the strata corporation and the council will not be held responsible for

- injuries.
- (21) All notices must be posted on the bulletin boards with consent from the Strata Council.
 - (22) Balconies and patios shall not be used to store items, including but not limited to bicycles and/or appliances.
 - (24) No mops or dusters of any kind shall be shaken and no refuse shall be thrown out of windows or doors or from a patio or balconies of a strata lot. No water or any liquid is to be spilt over individual balconies or out any windows.
 - (25) Neither children nor pets may be left unattended on a balcony.
 - (26) Except with the prior written permission of council, the use or storage of propane, 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 heaters must have at least a 3 feet radius away from the surrounding building walls and balcony railings.
 - (27) No commercial signs, billboards, displays, notices or other advertising matter of any kind shall be placed on any part of a strata lot or any part of the common property or Strata Plan without the prior written consent of the council. This bylaw shall be interpreted consistent with the applicable elections legislation.
 - (28) The maximum number of residents permitted to reside in a strata lot is limited as follows:
 - (a) in a one-bedroom strata lot - two (2) adults
 - (b) in a one-bedroom plus den strata lot - four (4) adults
 - (c) in a two-bedroom strata lot - four (4) adults
 - (d) in a two-bedroom plus den strata lot - six (6) adults
 - (e) in a studio – two (2) adults

An adult is defined as a Resident who lives in Strata Lot for over thirty (30) days. An adult is any person who is at least 18 years of age. Unless prior written permission of Council is given.
 - (29) Smoking is not permitted on limited common property balconies and patios and within 3 metres of the entranceways to the building, open windows and air intakes.
 - (30) The term "smoking", when used in these bylaws, is defined as: to inhale/exhale the fumes from burning of plant materials, including but not limited to tobacco and marijuana, or vaporizing of any liquid solution of these substances (e.g. e-cigarettes).
 - (31) A resident must not use, or permit to be used, a residential strata lot except as a private residential dwelling home and specifically a residential strata lot is not to be used or occupied for transient, commercial or hotel purposes under a contract, licence arrangement or any other form of agreement for transient, short-term rentals or short-term occupancy or accommodation of any kind, commercial hotel or hotel-like accommodation, a boarding house, house letting or house sitting, a bed and breakfast or for any other short term accommodations, including without limitation, short-term accommodation advertised under the names "VRBO", "Airbnb", "Home Away" or monikers advertising, by newspaper, Craigslist, internet or otherwise, short-term occupancy or accommodation of any kind.
 - (32) No owner or tenant shall advertise their strata lot for lease or license for the purpose of a short term rental. Any contravention of this bylaw will be subject to the maximum fine allowable under the Strata Property Act.

- (33) Any use of common area electrical other than minor intended use must have prior approval from the Strata Corporation. Failure to do so will be subject to a maximum fine of \$200. Residents may contract with the Strata Corporation for the use of a common area electrical outlet for \$25 per month.
- (34) Residents not complying with bylaw 6.31 will be fined \$1000.00 per day for each contravention of the bylaw as per BC strata regulation 7.1.
- (35) Growing, cultivation or possession of marijuana plants on common property, limited common property and within strata lots is prohibited.
- (36) No tampering of any elevator doors in the building, including blocking, intentionally and/or forcing the elevator doors to stay open.

7. Inform Strata Corporation

- (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.
- (3) Any change in the mailing address must be provided in writing to the Strata Corporation.

8. Obtain approval before altering a strata lot

- (1) An owner must obtain the written approval of the council before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the *Act*;
 - (h) 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, placed on or in any way alters the outside of the building except for temporary vents or the like affixed in a way that is temporary and can be easily removed.
 - (j) No patio awning or gazebo, either temporary or permanently affixed may be installed on any patio or balcony without the prior written consent of the Strata Corporation.
- (2) The council must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expenses relating to the alteration.
- (3) Metallicized or reflective coating or tinting is not permitted on glass windows or doors.
- (4) As per subsection (1), hardwood floors and ceramic tiles must be installed using

the following specifications:

- (a) *Permitted hours of work are limited to: Weekdays from 9:00am to 6:00pm, Saturdays from 10:00am to 5:00pm and this will be enforced strictly. Any trespassing of these hours will be subject to a penalty. Construction work is not permitted on Sundays or Holidays. Construction work with duration longer than 4 weeks require approval in advance.*
 - (b) Floating hardwood floor only.
 - (c) *Owners are responsible for removing all debris, old carpet, boards, drywall, etc. from The Max. No debris of any kind is to be placed in the dumpster or the recycling bins.*
 - (d) *Owners are responsible for cleaning the hallways, stairwells and elevator of any dust, dirt, debris, etc. at the end of each working day.*
 - (e) Security: owner is 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 materials) 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 > 50.
 - (h) Underlay: if “silent step” is used, the STC must be >61 and the IIC must be >50. 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 before the flooring is installed
 - (j) Ceramic tiles on the kitchen and bathroom floors must be also be installed with sound deadening underlay materials, and the details of this material must be submitted to Council.
 - (k) If Strata Council receives verified noise complaints against owners with hardwood floors, the owner with the hardwood floors must place runners/rugs over areas of their hardwood floors to reduce noise transmission. Otherwise fines will be assessed the Strata Lot owner and bylaw enforcement proceedings may be taken.
- (5) Air Conditioner Installations

An owner may only install an air conditioner unit (ACU) that requires physical alteration(s) to a strata lot, limited common property or common property in accordance with Bylaw 8, Bylaw 9 and the following additional conditions:

- (a) Without limiting the generality of Bylaws 8 and 9, the installation of ACU requires prior written approval of the strata corporation.
- (b) The strata corporation shall only approve the installation of ACU that is a ductless, “split” style air conditioner or modern packaged terminal air conditioner with no outdoor unit.
- (c) The ACU must be installed by a licensed professional installer, and the owner, tenant, or occupant must provide a copy of the installer’s name, contact information, and credentials at the time of seeking approval to install the ACU.

- (d) The strata corporation shall not approve the installation of a ACU that generates more than 56dB of noise and the owner, tenant, or occupant must provide evidence that the ACU meets that criterion at the time of seeking approval to install the ACU and any approval granted to install the ACU by the strata corporation shall be subject to the ACU continuing to meet this criterion.
- (e) An owner who requests the approval of the strata council to install an ACU must satisfy the strata council that the ACU will be located in a manner that will minimize its visibility and that it will not adversely affect the exterior appearance of the strata lot, limited common property or common property.
- (f) An owner who requests the approval of the strata council to install an ACU must satisfy the strata council that the installation of the ACU will minimize the size of any penetrations to the building envelope and that it will not adversely affect the building envelope.
- (g) The condensation drain line of the ACU shall not to be attached to a washer drain and any approval granted to install the ACU by the strata corporation shall be subject to the ACU continuing to meet this criterion.
- (h) An owner who requests the approval of the strata council to install an ACU must satisfy the strata council that the installation has received all required municipal permits and complies with all other applicable bylaws, statutes and regulations.
- (i) The strata shall not approve the installation of ACU that has not been reviewed and approved by a building envelope engineer selected by the strata corporation.
- (j) Any approval of the strata corporation to install the ACU shall be conditional on the building envelope engineer's review and approval of the ACU following installation and the owner complying with all changes to the work that the building envelope engineer may recommend.
- (k) Without limiting the application of any other bylaw, the cost of any building envelope engineer's review and approval of the ACU under this bylaw shall be borne solely by the owner.
- (l) Air conditioner units shall not be permitted to run during the quiet period from 11:00 p.m. to 8:00 a.m. every day.
- (m) An owner who obtains strata council permission to install an ACU must provide access to their unit on request by council or it's designate to inspect the installation of the ACU at any stage during the installation and thereafter and/or test the volume of noise produced by the ACU.
- (n) An owner who installs an ACU must maintain it per the manufacturer's recommended service and maintenance guidelines and must promptly repair an ACU that malfunctions

- (o) Any approval granted to install a ACU by the strata corporation shall be subject to the owner and ACU continuing to meet the requirements and criteria set out in this the written approval from the strata corporation, this bylaw or any related agreements.
- (p) The strata corporation may require an owner to remove an ACU at the owner's sole expense if the strata corporation, in its sole discretion, determines that:
 - i) The ACU was not installed in the manner authorized in the written approval from the strata corporation, the bylaws or any related agreements;
 - ii) The ACU does not continue to meet the criteria set out in the written approval from the strata corporation, the bylaws or any related agreements;
 - iii) The noise produced by the ACU exceeds 56dB;
 - iv) The installation of the ACU has compromised the building envelope or caused water to enter the building;
 - v) Condensation created by the ACU leaks onto other strata lots or the common property;
 - vi) The installation or operation of the ACU has substantially affected the use and enjoyment of neighbouring strata lots or the common property; or
 - vii) It is in the best interest of the strata corporation for the ACU to be removed.

9. Obtain approval before altering common property

- (1) An owner must obtain the written approval of the council before making an alteration to common property, including limited common property, or common assets.
- (2) The council may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) An owner may only install an air conditioner unit (ACU) that requires physical alteration(s) to a strata lot, limited common property or common property in accordance with Bylaw 8, Bylaw 9 and the following additional conditions:
 - (a) Without limiting the generality of Bylaws 8 and 9, the installation of ACU requires prior written approval of the strata corporation.
 - (b) The strata corporation shall only approve the installation of ACU that is a ductless, "split" style air conditioner or modern packaged terminal air conditioner with no outdoor unit.
 - (c) The ACU must be installed by a licensed professional installer, and the owner, tenant, or occupant must provide a copy of the installer's name, contact information, and credentials at the time of seeking approval to install the ACU.

- (d) The strata corporation shall not approve the installation of a ACU that generates more than 56dB of noise and the owner, tenant, or occupant must provide evidence that the ACU meets that criterion at the time of seeking approval to install the ACU and any approval granted to install the ACU by the strata corporation shall be subject to the ACU continuing to meet this criterion.
- (e) An owner who requests the approval of the strata council to install an ACU must satisfy the strata council that the ACU will be located in a manner that will minimize its visibility and that it will not adversely affect the exterior appearance of the strata lot, limited common property or common property.
- (f) An owner who requests the approval of the strata council to install an ACU must satisfy the strata council that the installation of the ACU will minimize the size of any penetrations to the building envelope and that it will not adversely affect the building envelope.
- (g) The condensation drain line of the ACU shall not to be attached to a washer drain and any approval granted to install the ACU by the strata corporation shall be subject to the ACU continuing to meet this criterion.
- (h) An owner who requests the approval of the strata council to install an ACU must satisfy the strata council that the installation has received all required municipal permits and complies with all other applicable bylaws, statutes and regulations.
- (i) The strata shall not approve the installation of ACU that has not been reviewed and approved by a building envelope engineer selected by the strata corporation.
- (j) Any approval of the strata corporation to install the ACU shall be conditional on the building envelope engineer's review and approval of the ACU following installation and the owner complying with all changes to the work that the building envelope engineer may recommend.
- (k) Without limiting the application of any other bylaw, the cost of any building envelope engineer's review and approval of the ACU under this bylaw shall be borne solely by the owner.
- (l) Air conditioner units shall not be permitted to run during the quiet period from 11:00 p.m. to 8:00 a.m. every day.
- (m) An owner who obtains strata council permission to install an ACU must provide access to their unit on request by council or it's designate to inspect the installation of the ACU at any stage during the installation and thereafter and/or test the volume of noise produced by the ACU.
- (n) An owner who installs an ACU must maintain it per the manufacturer's recommended service and maintenance guidelines and must promptly repair an ACU that malfunctions

- (o) Any approval granted to install a ACU by the strata corporation shall be subject to the owner and ACU continuing to meet the requirements and criteria set out in this the written approval from the strata corporation, this bylaw or any related agreements.
- (p) The strata corporation may require an owner to remove an ACU at the owner's sole expense if the strata corporation, in its sole discretion, determines that:
 - i) The ACU was not installed in the manner authorized in the written approval from the strata corporation, the bylaws or any related agreements;
 - ii) The ACU does not continue to meet the criteria set out in the written approval from the strata corporation, the bylaws or any related agreements;
 - iii) The noise produced by the ACU exceeds 56dB;
 - iv) The installation of the ACU has compromised the building envelope or caused water to enter the building;
 - v) Condensation created by the ACU leaks onto other strata lots or the common property;
 - vi) The installation or operation of the ACU has substantially affected the use and enjoyment of neighbouring strata lots or the common property; or
 - vii) It is in the best interest of the strata corporation for the ACU to be removed.

10. Alterations to a strata lot or common property

- (1) (i) 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.
- (ii) An owner who receives approval to alter a strata lot or common property 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 to alter a strata lot or common property 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 bylaws, 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.

- 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.
 - (8) 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.
 - (9) An approved alteration shall be done between the hours of 8:00 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.
 - (10) 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.
 - (11) Any work involving jack hammering, chipping or grinding is limited to the hours of 11:00 a.m. to 3:00 p.m. (maximum four hours per day) Monday to Friday only. There is to be no jack hammering, chipping or grinding on weekends and statutory holidays.
 - (12) No hot tubs or Jacuzzis shall be permitted, either temporary or permanently affixed, on common property or limited common property. (Except soft tubs for townhomes)

11. 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 prevent property damage to the common property or another strata lot or those portions of a strata lot that are the responsibility of the Strata Corporation under these bylaws; and,
 - (b) at a reasonable time, on a minimum of 24 hours written notice:
 - (i) to inspect, maintain or repair common property or common assets; or
 - (ii) to ensure the Act, as amended or replaced, these bylaws and the rules and regulations of the Strata Corporation and the sections are being complied with.
- (2) The notice referred to in bylaw 11(1)(b) must include the date, the approximate time of entry and the reason for entry.
- (3) If the authorization cannot be obtained then the person authorized by the Strata Corporation to enter the strata lot may do so by using reasonable force on the locking devices, and the replacement of the locking device and any resulting damage to the door and door frame will be at the expense of the strata lot Owner.

Division 3 – Powers and Duties of Strata Corporation**12. Repair and maintenance of property by strata corporation**

- (1) The strata corporation must repair and maintain all of the following:
 - (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
 - (d) a strata lot in a strata plan, 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.
- (2) Each section shall repair, manage and maintain for the benefit of all members of that section:
 - (a) the common property and common assets as may reasonably be considered to be intended solely for the use of that section and without limiting the generality of the foregoing such repair, management and maintenance shall 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;
 - (iv) the fixture 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 shall 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 contained within that section, but the duty to repair and maintain it shall 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.

13. Restricting Access

A section shall be entitled to restrict the use and access to the common property of that section by the Owners of the other section.

14. Powers of sections

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

15. Application of resolutions

Any resolutions passed by the Strata Corporation, the council or the executive of a section shall 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 shall 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

16. Council size and membership

- (1) Subject to bylaw 16(2), the council must have at least 3 and not more than 6 residential members. One council member must be from the Commercial Section.
- (2) If the strata plan has fewer than 4 strata lots or the Strata Corporation has fewer than 4 owners, all the owners are on the council.

- (3) The members of Council of the Strata Corporation shall be elected and shall retire in rotation. At the next Annual general meeting, Council Members shall be elected to hold office for a term of one (1) year from the date of their 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) A person whose term as a Council Member is ending is eligible for reelection.

17. Removing council member

- (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

18. Replacing council member

- (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20% 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.

19. Officers

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

20. 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.

21. Requisition of council hearing

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

22. 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.

23. 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) Council members, except for previously approved presentations and hearings, are the only persons permitted to attend Strata Council meetings.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the *Act*;
 - (b) rental restriction bylaw exemption hearings under section 144 of the *Act*;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

24. Voting at council meetings

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

25. Council to inform owners of minutes

The council must make available a copy of the minutes to all residents, and to those absentee owners who may request such a copy within two (2) weeks of a council meeting, whether or not the minutes have been approved. Minutes are available at the concierge desk or by logging on to the designated website. For more information please contact the management company.

26. Delegation of council's powers and duties

- (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that:
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must:
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case:
 - (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

27. Spending restrictions

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

28. Limitation on liability of council member

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

29. Duties of council

- (1) The executive of a section shall keep, in one location, or in the possession of one person, and shall make available on request to an owner 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 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.

30. Exercise of the powers and duties of sections

- (1) The powers and duties of a section shall, 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.

31. Election of executive of section

- (1) The executive of a section shall be elected at the first annual general meeting of the owners 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 shall be elected by and from among the owners within that section and shall 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 5 – Enforcement of Bylaws and Rules

32. Maximum fine

- (1) The Strata Corporation or a section 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 any rules and bylaws may result in a fine for each violation, to be assessed against the Strata Lot Owner and added to his monthly Strata Account. Violations may be subject to a fine of up to \$200.00 for each violation.

33. Continuing contravention

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

days.

Division 5 – Annual and Special General Meetings

34. Quorum

If at the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned for a period of thirty 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.

35. 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.

36. Participation by other than eligible voters

- (1) Any person may attend annual and special general meetings if they have either a valid proxy or have been assigned the landlord's rights.
- (2) Only owners, individuals asked by owners to speak on their behalf, and spouses of owners may attend annual and special general meetings. Section 26 of the Standard Schedule of Bylaws of the *Strata Property Act* is not included as part of these bylaws.

37. Voting

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (7) An owner will not be entitled to vote at a general meeting except on matters requiring a unanimous vote if the strata corporation is entitled to register a lien against that strata lot under section 116 of the *Strata Property Act*.

38. 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 6 – Marketing Activities by Owner Developer

39. Promotion

- (1) During the time that the owner developer of the Strata Corporation is a first Owners of any units, it shall have the right to maintain any unit or units, 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 units.
- (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 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.

Division 7 – Miscellaneous

40. Parking/Storage Area Lease

Each owner of a strata lot may be allocated the exclusive use of zero, one or more than one of the parking stalls and may be entitled to the use of a storage area located in the parking facility pursuant to a partial assignment of the parking/storage area lease (the “Parking/Storage Area Lease”) between Concord Pacific Group Inc. and Pacific Place Developments Corporation as tenant, a copy of which is attached hereto. Pursuant to the Parking/Storage Area Lease, upon the registration of the strata plan for the strata development, the Strata Corporation will automatically assume all of the covenants and obligations of Concord Pacific Group Inc. under the Parking/Storage Area Lease with respect to the Stalls and the storage areas (as defined in the Parking/Storage Area Lease).

41. Planters/landscaped areas

Owners of the strata lots which do not have enclosed balconies will not place planters, landscaping or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the Strata Council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, landscaping items or equipment (including, without limitation, landscaped areas and/or planters designated as limited common property and installed as part of the original development) will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner of the strata lot entitled to the use of the limited common property on which they are placed. No strata lot owner within a landscaped area and/or planter designated as limited common property will change, alter or amend the plantings within such landscaped areas and/or planters without the written consent of the strata council.

42. Storage room

For a period of 10 years after the resignation of the strata plan for the strata development, the owner-developer will be entitled to designate for its use 1 storage room of its choice within the common property and will be entitled to free access to and from such storage room through the development and the use of such storage room for the storage of building materials and equipment at all times during the ten-year period. The owner-developer will be entitled to a key during that ten-year period provided that after the end of the ten-year period, the owner-developer will, upon written request by the Strata Corporation within thirty (30) calendar days, deliver up vacant possession of the storage room and all keys thereto.

43. Bicycle storage

The owners of the strata lots will be entitled to the use of one bicycle storage space within either the secured area in the parking facility designed for that purpose or within another part of the common property designed for that purpose, free of charged (but this will not prohibit the imposition of reasonable refundable security deposits for the issuances of keys and security passes). The strata council will, subject to the provisions of the Act, as amended or replaced, be responsible for the orderly administration of the use of bicycle storage space to each owner. Such administration may also include, without limitation, the issuance of keys or security passes and the licensing of the use of any unallocated bicycle storage spaces, including charging fees to users if approved by resolution of the Strata Corporation.

44. Larger parking stalls

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 users and are in compliance with all applicable laws and bylaws.

45. Leasing requirements

(1) Every owner of a Commercial Lot or a Residential Lot who enters a tenancy agreement must cause its tenant to execute a Form K – Notice of Tenant's

Responsibilities as provided in the Act, as amended or replaced, prior to his or her occupation of the strata lot, and provide the Strata Corporation with a copy thereof. In addition, the owner of a Residential Lot must provide the Strata Corporation with a true and complete copy of every written tenancy agreement (as defined in the Residential Tenancy Act (British Columbia) as amended or replaced). A \$200 fine will apply for non-submission of documents within 30 days of the tenancy commencement.

- (2) Further to the requirements of bylaw 46(1), no owner shall rent or lease an unfurnished Residential Lot for a period shorter than one (1) year and will require proof of a minimum one (1) year lease submitted to the Strata Corporation within seven (7) days of the tenancy commencement. Furnished rentals must be leased for a period no shorter than one (1) calendar month and also will require proof of the lease submitted to the Strata Corporation within seven (7) days of the tenancy commencement. A \$200 fine will apply for non-submission of documents within seven (7) days of the tenancy commencement.
- (3) No Residential Lot shall be occupied under a residential tenancy lease, contract, or license arrangement for transient, hotel or commercial purposes.
- (4) Failure to submit a Form K as per bylaw 46(1), or short term rentals in contravention of bylaw 46(2), will result in the strata lot's amenity access being deactivated until further notice.

Division 8 – Moving In/Out (Residential Lots)

46. (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 bylaws and rules that apply to move ins/outs and agrees to comply with these bylaws.
- (2) Whenever possible, a minimum of one (1) week's notice is required to be given to the concierge, prior to any move in/out.
- (3) Hours of move-ins and move-outs are allowed only between the following hours:
9:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:00 p.m., 7 days a week. The Strata Council will review the move times from time to time and report back to the Owners at the next AGM.
- (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.
- (6) Elevator mats must be installed to protect tiled elevator floors.
- (7) A Change of Tenancy Administration Fee at \$50 is applicable to any change of tenancy in a strata lot (Townhouse units and Lofts inclusive). If an elevator booking is required for the move-in, a Move-In Elevator Booking Fee at \$200 is

applicable in addition to the Change of Tenancy Administration Fee. An owner must pay this fee prior to a new resident moving into the owner's strata lot.

Residents moving out are exempted. For the purpose of this bylaw, any visitor staying over 30 nights are deemed to be a resident, must be registered for proper access and is subject to the Change of Tenancy Administration Fee.

- (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 Change of Tenancy Administration Fee.
- (9) During the move, all lobby doors must remain closed and locked when unattended.
- (10) Unscheduled moves will be assessed an automatic \$200 fine.
- (11) Any Resident moving in or out using a portable storage pod must store the pod in the commercial loading bay, not in the driveway or other common property. In addition, there is a storage fee of \$20 per day, payable in cash to the Concierge. Any objects obstructing the fire lane shall be removed at the owner's expense.
- (12) A fine will be charged if the elevator is not booked in advance through the Concierge for delivery of furniture or items blocking access to 25% or more of the elevator floor space.

Division 9 – Motor Vehicles and Parking

47. (1) An owner, tenant or occupant may use the parking space which has been specifically assigned to his strata lot for one motor vehicle and one motorcycle per space, save and except for private arrangements with other owner for the use of parking spaces assigned to such owners.
- (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) Parking spaces are not to be used for storage of any kind. The strata corporation will remove any items stored in an owner's parking space and any costs incurred in doing so shall be assessed against the strata lot owner's strata account.
- (8) No repairs or adjustments to motor vehicles or other mechanical equipment shall be carried out on common property where the likelihood of fluid or contaminants could cause inconvenience to others and/or damage to property.
- (9) Oil leaks, motor vehicle fluid leaks and exhaust pollution stains are the responsibility of the owner and must be cleaned up by the owner. Owners of

- motor vehicles causing 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 on 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 kilometer 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 bylaws may be towed away immediately at the vehicle owner's sole expense.
 - (17) A vehicle that continues to leak oil may be removed.
 - (18) No oil catching devices may be placed in the parking stalls.
 - (19) All motorcycles parked on levels P1 and P2 must use a pad, provided by the Strata Corporation, for the kickstand. Any damages to the parkade membrane will be charged back to the Owner for repairs resulting from kickstand damage.
 - (20) Assigned motorcycle parking is available for rent from the Strata Corporation. Council will have the discretion to charge the rental fee.
 - (21) Five (5) minutes maximum stop at the courtyard at the designated area for drop off and pickups.

Division 10– Visitor Parking Stalls

48. Visitor Parking Stalls

- (1) Guest parking in the designated BCS1437 visitor parking stalls shall be on first come, first served basis.
- (2) Parking permits issued by the Strata Corporation must be placed on the dashboard of the visiting vehicle with the pass number visible, or they may be subject to tow at the vehicle owner's sole risk and expense.
- (3) A maximum of one visitor-parking permit will be issued to each Strata Lot. Parking permits are the property of the Strata Corporation.
- (4) Lost or stolen tags must be reported immediately to the Management Company and a charge of \$50.00 per parking permit will be levied for a replacement of the lost or stolen parking permit. Lost or stolen permits will be voided from the system and the new permits will be activated.
- (5) The visitor parking stalls are intended for the exclusive use of individuals who are visiting a resident of BCS1437 or by trades people who are providing a special service to the building. Any other use contravenes this bylaw.

- (6) Guests/visitors will not park a motor home, trailer, tractor, boat or equipment of any kind in a visitor parking stall.
- (7) A resident's personal vehicles must not be parked in the visitor stalls for any reason at any time; The definition of a resident for this bylaw is a resident that lives either full time or part time at The Max.
- (8) Visitor parking shall be limited to a maximum duration of 18 hours, unless prior approval is arranged with the Concierge. Under no circumstances may a vehicle be parked for more than three (3) consecutive days or portion thereof without an extended visitor parking pass. Furthermore, no vehicle may make use of visitor parking for more than seven (7) days or portion thereof in a calendar month. If continuous visitor parking is required, an extended visitor parking pass must be obtained from the Concierge and approved by the on-site Property Manager.
- (9) 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;
- (10) 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;
- (11) Residents who allow friend or relatives to regularly park vehicles (i.e., for daily work in the area) will lose their visitor parking privileges. These types of arrangements do not fall under the "Visitor" category for parking in the building.
- (12) Vehicles not permitted in visitor's parking will be towed at the Owner's expense.
- (13) Visitor temporary parking passes are issued on a first come basis from the concierge. A maximum of three (3) are issued each 24 hour period.

Division 11– Bylaws Governing the Use of Amenities by Residents of the Residential Section

49. Meeting/Multi-purpose/Recreation rooms

- (1) The Meeting/Multi-purpose/Recreation rooms will be available for use by residents on an exclusive basis between the hours of 9:00 a.m. and 1:00 a.m., 7 days a week.
- (2) A \$200.00 refundable damage deposit must be paid at the time of booking. Owners are permitted to leave a VOID cheque to charge directly to their strata lot account. Tenants must have a cash deposit. Residents must also provide a deposit of \$50 for all amenity bookings. The deposit is fully refundable if the booking proceeds or if it is cancelled at least 48 hours prior to the time of the booking. No shows or cancellations less than 48 hours in advance of the booking will result in the forfeiture of the \$50 deposit.
- (3) Visitors must be accompanied by a resident when using the facility;
- (4) No cooking or food preparation is permitted in the Meeting/Multi-purpose/Recreation rooms.
- (5) No pets are allowed in the Meeting/Multi-Purpose/Recreation rooms.
- (6) Residents who make, or permit others to make excessive noise during the use of the room, will 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 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) Alcohol being allowed in any of the amenity rooms at the Max, will require written permission from the Strata Council. Residents must submit their request in writing to the Strata Council no later than sixty (60) days notice of the intended booking date. Strata Council will then review the request and provide a written response to the resident no later than thirty (30) days before the scheduled booking. Should alcohol be approved by the Strata Council, the damage deposit for the amenity room use will be \$400. The damage deposit applies to tenants at \$400 cash deposit and owners are required to sign a waiver allowing charges back to the strata lot for any damages or bylaw infractions. Alcohol is not permitted in the recreation room.
 - (a) No alcohol is permitted at any amenity room booking during the period two weeks before and two weeks after Halloween (October 31st) each year. In addition, no amenity room bookings will be accepted on New Year's Eve (December 31st) each year.
- (11) No one under the age of 18 years old shall be left unattended.
- (12) Smoking is not permitted in the Recreation room or outside on the adjacent patio.
- (13) No shows or cancellation of any amenity room booking within 48 hours of the booking time will result in a fee of \$50, to be charged to the strata lot account.
- (14) No foods or open drinks are permitted in the Recreation room (billiards room).
- (15) All users of the 3rd floor Multi-Purpose room must vacate the adjacent patio by 11:00 p.m. each day, and the door must be kept closed afterwards.

50. Library Room/Aerobics Room/Meeting Rooms/Theatre/Multipurpose Room/Workshop

The Facilities are for the use of Max Residents (i.e. registered Tenants and Owner-Occupiers) and their visitors. Their use will be governed by provisions in these Bylaws relating to the use of Common Property and Common Facilities. Smoking is not permitted in any recreation rooms. All children under the age of fourteen (14) must be supervised by a Resident at all times.

51. Booking of the Meeting Room/Multi-purpose room/Recreation rooms

The Meeting Room/Multi-purpose/Recreation room will be available for use by Max Residents (i.e. registered Tenants and Owner-Occupiers) and guests on an exclusive basis between the hours of 9:00 a.m. and 1:00 a.m. For private social functions, a cash deposit of \$200.00 is to be placed at the time of the reservation (tenants). Owner-Occupiers must sign the waiver agreeing to any charges to their strata lot account for damages and clean-up. If the room is not cleaned by noon the following day, a cleaning fee will be subtracted from the deposit. Any theft or damage will be assessed to the renter of this room and subtracted from the damage deposit. If this room is being used for commercial purposes, a user fee of \$10.00 per hour shall be charged and which must be paid to the Concierge. Guests must be accompanied by a Resident when using the facility.

52. Booking of the Aerobics Room/Library Room

The Aerobics Room/Library Room will be available for use by Max Residents (i.e. registered Tenants and Owner-Occupiers) and guests on an exclusive basis between the hours of 9:00 a.m. and 11:00 p.m. For private social functions, a refundable cash damage deposit of \$200.00 is to be placed at the time of the reservation (tenants). Owner-Occupiers must sign the waiver agreeing to any charges to their strata lot account for damages and clean-up. If the room is not cleaned by noon the following day, a cleaning fee will be subtracted from the deposit. Any theft or damage will be assessed to the renter of this room and subtracted from the damage deposit. If this room is being used for commercial purposes, a user fee of \$10.00 per hour shall be charged and which must be paid to the Concierge. Guests must be accompanied by a Resident when using the facility.

53. Booking of the Theatre Room

The Theatre Room will be available for use by Max Residents (i.e. registered Tenants and Owner-Occupiers) and guests on an exclusive basis between the hours of 9:00 a.m. and 2:00 a.m. A \$200.00 refundable cash damage deposit must be paid at the time of booking (tenants). Owner-Occupiers must sign the waiver agreeing to any charges to their strata lot account for damages and clean-up. Any damages will be the responsibility of the user/Owner. Guests must be accompanied by a Resident when using the facility.

54. Booking of the Workshop

The workshop may be reserved for exclusive use by Max Residents (i.e. registered Tenants and Owner-Occupiers) and guests on an exclusive basis between the hours of 9:00 a.m. and 11:00 p.m. Reservations are to be arranged with the Concierge. A \$200.00 refundable cash damage deposit must be paid at the time of booking (tenants). Owner-Occupiers must sign the waiver agreeing to any charges to their strata lot account for damages and clean-up. Any damages will be the responsibility of the user/owner and subtracted from the damage deposit. If this room is being used for commercial purposes, a user fee of \$10.00 per hour shall be charged and which must be paid to the Concierge. Guests must be accompanied by a Resident when using the facility.

55. Fitness Room/Pool/Jacuzzi

Strata Plan BCS1437 will not be held responsible for any actions, claims, demands, liabilities, loss, damage, injury or expense of any kind, including attorney fees, which may result by reason of use of the recreational facilities by any person. Guests must be accompanied by a resident when using the facility.

56. Fitness Room

- (1) No smoking is permitted.
- (2) Be courteous to others waiting to use the fitness equipment. Please take turns using the equipment.
- (3) No food or drinks are allowed (except water bottles).
- (4) The number of guests per suite allowed in the fitness room is limited to two (2). The resident must accompany the guests at all times.
- (5) The fitness room hours are set by the Strata Council from time to time.
- (6) Music is allowed only if earphones are used.
- (7) All personal belongings are to be removed after each use.
- (8) Appropriate clothing and shoes must be worn.

- (9) No persons under the age of fourteen (14) years are permitted in the fitness room.
- (10) Use equipment at your own risk. The Strata Corporation will not be held liable for any injury, damage or loss however caused.
- (11) A resident is permitted to bring in their own one on one personal trainer as long as the personal trainer is not training anyone else but the resident in question. The personal trainer must also provide evidence of a Vancouver City Business licence and a minimum of \$2 million third party liability insurance naming BCS1437 as an additional insured. Failure to adhere to this policy shall result in the trainer being asked to leave private property.
- (12) Gym and pool use shall be limited to 2 hours per day each per resident and including their guests.
- (13) Use of individual gym equipment, gym areas shall be limited to 30 minutes at a time to allow equal access to other residents throughout the day.
- (14) Repeat violations to the fair use policy will result in amenity bans increasing in duration by 3 months for each successive violation.

57. **Pool/Jacuzzi/Sauna**

- (1) All individuals **MUST TAKE A SHOWER** before entering the swimming pool, Jacuzzi, Steam room, and Sauna **NO EXCEPTIONS**.
- (2) All persons using the pool or Jacuzzi do so at their own risk. The Strata Corporation or Management are not liable for accidents or injuries however caused.
- (3) The facility is for the private use of residents and their guests only. Guests must be accompanied by a resident when using the facility.
- (4) No drinks or food allowed in the area. No glass bottles or containers are permitted into the pool area.
- (5) No diving, boisterous behaviors, rough play nor offensive activities permitted.
- (6) After using the pool or Jacuzzi please dry off before leaving the area. Please use the change rooms.
- (7) Person with long hair must wear a bathing cap.
- (8) Swimwear must be worn at all times. No cut-offs or t-shirts (No nude bathing).
- (9) The Strata Corporation or Management reserves the right to deny use of the facility to anyone at anytime.
- (10) Swimming pool hours will be open a minimum from 6:00 a.m. to 11:00 p.m. except for closure due to daily cleaning. The hours of operation may change from time to time at the discretion by the Strata Council.
- (11) Any person having any apparent skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharges, or any communicable disease shall be excluded from the use of Jacuzzi and pool.
- (12) No inflatable items, rafts, or toys to be allowed in the pool or pool area except child's waterwings.
- (13) No masks, flippers or any underwater diving equipment may be worn or used in the pool.
- (14) No persons under the age of 14 years are permitted in the pool area unless accompanied by an adult 19 years or older. All children using the facilities will be completely toilet trained and those under four (4) years are prohibited from using the Jacuzzi.
- (15) It is requested that all individuals co-operate in maintaining maximum cleanliness and tidiness in the swimming pool area.

- (16) Anyone using the Jacuzzi is advised that the recommended maximum stay should not exceed 10 minutes.
- (17) **NO CHEMICALS, SHAMPOO OR SOAPS ARE TO BE USED IN THE POOL JACUZZI AT ANY TIME.**
- (18) Radios, tape machines and other machines for playing music must be used with headsets or earphones to avoid inconvenience to others.
- (19) Swimming alone is not advisable.
- (20) Individuals using steam room are recommended to limit any one use to 10 minutes for health reasons.
- (21) Persons with heart problems, or those experiencing faintness or dizziness shall not use the Jacuzzi.
- (22) The Recreation Facilities are to be used at the user's risk. Swimming alone is not advisable. The Strata Corporation is not liable for any injury, loss or damage, however caused.

Division 12 – Building Security

- 58.** No one shall leave open or unlock any outside entrance or exterior fire exit door.
- (1) No one shall let a stranger enter the building by way of enterphone, or when entering the building themselves. This particularly applies to persons claiming to be tradesmen or deliverymen since they must have an appointment via the concierge.
 - (2) Residents should report to the concierge, management company or the police any suspicious person(s) in or around the building.
 - (3) All keys to locks on the common property will be made and issued only with the authority of the council.
 - (4) Additional/replacement infrared control units (fobs) may be obtained by a registered owner. The fobs will be issued by the concierge at a cost of \$50.00 per fob. Fobs to correspond with size of suite, as follows:
 - (a) in a one-bedroom strata lot - four (4) fobs
 - (b) in a one-bedroom plus den strata lot - four (4) fobs
 - (c) in a two-bedroom strata lot - five (5) fobs
 - (d) in a two-bedroom plus den strata lot - six (6) fobs
 - (e) studio – four (4) fobs
 - (5) All fobs and common area keys lost/stolen shall be reported to the concierge immediately. The cost of a replacement will be borne by the owner/tenant.
 - (6) No soliciting will be permitted within the Strata Plan under any circumstances.
 - (7) Security of the building cannot be maintained without the full cooperation and observance of these bylaws by all residents.
 - (8) All key fobs used by the Owners, Tenants & Occupants to access the building must be registered with the Strata Corporation. Replacement fobs must be purchased from the Strata Corporation. Fobs which are discovered to be not belonging to the building shall be disabled immediately at the Owner's cost. Owners who allow their Tenants or Occupants to use such fobs shall be considered to be in violation of Strata bylaws and thus will be liable for such actions.

Division 13 – Hazards and Insurance

59. 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 without approval from Strata Council.
- (1) Owners, tenants and occupants are responsible for any damage caused by a waterbed, appliance or other fixtures within their strata lot.
 - (2) All freshly cut Christmas trees are prohibited in the building. Live trees only.
 - (3) 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.
 - (4) No one shall be allowed to play, skateboard, or rollerblade in the underground parking areas, or any other common areas at any time. Residents identified will be subject to an immediate \$200 fine.
 - (5) Owners, tenants and occupants must not permit explosives, combustible, flammable or offensive materials to be stored on their strata lot or on the common property, unless a legal permit is in possession. A small supply of fuel normally used for propane barbecues and heaters is permitted.
 - (6) Owners, tenants and occupants must endeavor to prevent the escape of any explosive, combustible, flammable or noxious fumes material from their strata lot.
 - (7) No material or substance especially burning material such as cigarettes or matches shall be thrown out or permitted to fall out of any window or any other part of the strata lot or the common property. Owners identified are subject to a maximum fine of \$200 without warning. Tenants identified are grounds for immediate eviction.
 - (8) In the event of an emergency emanating from a strata lot whose owner, tenant or occupant cannot be contacted, access for protection of the common property or safety may have to be gained by force at the owner's expense.
 - (9) The strata corporation must insure against major perils including without limitation, earthquakes.
 - (10) It is the responsibility of owners to have their vacant suites checked a minimum of once every 7 days, to ensure there is no damage of any kind, including water that may occur when their unit is vacant. In the event of a problem with their unit, owners must be able to demonstrate that their unit has been inspected a minimum of once every 7 days, otherwise the Strata will hold the owner 100% responsible for any damage caused to their unit and other affected units.

Division 14 – Resale of Strata Lot

60. (1) “Open House” for the purposes of this Bylaw means any event planned by any Owner, Owner's agent or Realtor, or any event planned with the knowledge and consent of any Owner, Owner's Agent or Realtor in which:
- (a) The public at large, or any portion thereof, is invited onto the 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.

- (2) Open Houses may be conducted for a maximum period of two hours between 10:00 a.m. and 4:00 p.m. on either Saturday or Sunday and are subject to this Bylaw.
- (3) 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 the 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,
- (4) 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 the sign:
 - (a) is on a temporary nature;
 - (b) is no larger than 30cm by 60cm;
 - (c) is displayed at most during the period when the Open House is being conducted;
 - (d) is of a professional and tasteful nature; and
 - (e) is placed 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;
- (5) 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.
- (6) 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.
- (7) 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.
- (8) No Owner, Owner's Agent or Realtor shall conduct an Open House on a day when another resident of the Strata Corporation is moving in or moving out of the building. With reference to Clause 61.3(a) of this Bylaw, no permission shall be granted by the Strata Corporation for an Open House to be advertised or conducted when a "move-in" or a "move-out" is planned.
- (9) In the event that this Bylaw is breached the Owner, the Owner's Agent, the Realtor or any person attending or otherwise participating in any way in the Open House, the Owner of the strata lot in respect of which an Open House is

- advertised or conducted shall be fined \$50.00 by the Strata Corporation.
- (10) Any realtor or inspector requesting an inspection of the common areas will require written consent from the unit Owner. There will be a non-refundable fee of \$200 per hour, made payable to Strata Corporation BCS1437, for building staff to accompany the inspector for a building assessment.
 - (11) Realtors and/or unauthorized 3rd parties are not permitted to take photographs or recordings of the common areas (gym, pool, sauna) of any Residents without prior approval of the Strata Corporation.

Division 15 – Bicycles, Rollerblades, Roller-skating, and Skateboards

61. (1) Bicycles shall be kept in designated bicycle storage areas only.
- (2) Bicycles shall not be carried into and within the building with the exception of the underground parking. Bicycles shall not be transported through common hallways or in the elevators of the Strata Plan.
- (3) Bicycles found in non-designated/unallocated spaces will be removed up to and including cutting free the bicycle if necessary from handrails or fences at the sole expense of the owner. Bicycles removed will be locked up by the property manager to enforce the rules of the strata corporation for a period up to thirty (30) days. All unclaimed bicycles will thereafter be disposed of to recover the costs of removal and/or storage.
- (4) To recover a removed bicycle, the owner will pay a fine of \$25.00 to cover the cost of removing and storage. This money is payable to the strata corporation.
- (5) Skateboarding, rollerblading/skating is not permitted in any common areas of the Strata Plan.
- (6) The fee for storage in the high security bicycle room is subject to change by Strata Council.
- (7) Strata Council may, on a case by case basis, approve written requests from residents wishing to transport their bicycles in the elevators and store them within their strata units. Residents must transport their bicycles by removing the front wheel and then placing the wheel and bicycle inside a padded and fully enclosed bag. Bags must be presented for approval (links/photos are acceptable) in advance, as part of the written request, by Strata Council. Bags with bicycles inside must not be carried through the lobby and must enter/exit the elevators through one of the parkade lobbies. Any potential damage caused shall be charged back to the responsible party. Bicycles must not be stored on balconies or patios and can only be stored inside strata lots.
- (8) The use of a Scooter or E-scooter is not permitted in any common areas of the Strata Plan

Division 16 – Storage

62. (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.

Division 17 – Barbecues and Heaters

63. Barbecue

- (1) Only propane, gas, or electric barbecues or heaters are permitted.

- (2) All propane tank valves are to be in the “off” position when not in use, and/or being carried through the common property.
- (3) Barbecuing is permitted on the balconies and patios of each applicable 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 stored outside.
- (5) Barbecues must be kept clean to reduce smoke and odors disturbing other residents.
- (6) Failure to comply resulting in complaints may result in suspension of barbecuing rights.
- (7) No resident shall be permitted to make use of his/her barbecue within the proximity of an air intake vent, due to the problems associated with the distribution of the resulting smoke and cooking aromas throughout the building. All barbecues must be located in areas where the smoke and cooking aromas cannot enter into the buildings air ventilation system.
- (8) Glass broken or cracked due to barbecues will be repaired by the Strata Corporation and will be the responsibility of the homeowner to reimburse.

64. Balconies and Patios

- (1) All Owners/residents are responsible for the cleaning, good appearance (i.e. proper drainage) of their balconies, if applicable, at all times. Owners/occupants are responsible for keeping the drains clean and are responsible for contacting the Strata Council if problems exist.
- (2) No awning or shades shall be erected over and outside of those windows/balcony doors visible from the common property nor shall any screen be permanently attached to the building without the prior written consent of the Council. Any Owner wishing to do so should submit designs or plans to the Council outlining the materials to be used, Council will respond following the following Council meeting.
- (3) Balconies and patios shall not be used for unsightly storage (e.g. bicycles).
- (4) No propane heaters to be used on balconies without prior written approval from Council.
- (5) Tiling of balconies and patios is prohibited.
- (6) Glass broken or cracked due to barbecues will be the responsibility of owners for repair/replacement.
- (7) Any temporary or permanent finishes, which include but not limited to painting, tiling, paving, etc. on balconies with membranes are prohibited.

65. Garbage

- (1) All garbage cans and receptacles will comply with municipal bylaws.
- (2) Ordinary household refuse and garbage will be removed from each Strata Lot by the Owner/Resident and deposited in the garbage receptacles provided for that purpose. Any materials other than ordinary household refuse and garbage such as discarded furniture, etc. is the sole responsibility of the Owner/ Resident and will be removed from the Strata Plan at the expense of or by the Owner/Resident.
- (3) An owner, tenant, occupant or visitors must properly bag and securely tie garbage in plastic bags before depositing in the garbage receptacles. Empty cardboard boxes must be collapsed before being placed in cardboard recycling containers,

- and blue bin items must be correctly sorted.
- (4) Litter and garbage which is spilled or dropped from a Strata Lot will be the responsibility of the Owner/Resident and must be tidied up by the Owner/Resident as soon as possible.
 - (5) At no time will rubbish, garbage, boxes, packing cases, batteries, fenders or the like be left in the parkade, doorways or any other part of the Common Property.
 - (6) No garbage is to be thrown, left and/or deposited in the stairwells or fire exits.
 - (7) No garbage is to be left outside strata lots or in the hallways on any floor of the building.
 - (8) Any Resident found taking containers from the Strata's yellow recycle bins for refundable bottles will be subject to a fine as per the bylaws.

66. Barbecue

- (1) No resident shall be permitted to make use of his/her barbecue within the proximity of an air intake vent, due to the problems associated with the distribution of the resulting smoke and cooking aromas throughout the building. All barbecues must be located in areas where the smoke and cooking aromas cannot enter into the buildings air ventilation system.
- (2) Glass broken or cracked due to barbecues will be the responsibility of owners for repair/replacement.

Division 18 – Severability

67. Correspondence

- (1) Communication between Owners and Council shall be in writing; signed by the Owner and shall be directed to the managing agent.
- (2) Strata Council will consider written request/complaint submissions at the next meeting of Council, and report the results within two (2) weeks after the meeting/deliberation at which the submission was considered.
- (3) Any consent, approval, or permission given under these bylaws by the Strata Council:
 - (a) may be given by the managing agent of the Strata Council; and
 - (b) must be in writing; and
 - (c) shall be revocable at any time after due notice.

- 68.** (1) Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, 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 bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires.

69. Harassment

- (1) Every Owner, Tenant or Occupant of a strata lot and every employee, contractor or agent of the Strata Corporation is entitled to use and enjoy the strata lots and common property (including limited common property) free from harassment or

abuse of any kind, (whether in person, over the telephone or in writing) which includes but is not limited to:

- a) Verbal abuse or threats of any kind,
 - b) Physical abuse which includes but is not limited to unwelcome touching or threats of unwelcome touching, or
 - c) Unwelcome remarks, jokes, slurs, or taunting about a person's race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender or age.
- (2) Upon being notified by another Owner, Tenant or Occupant verbally or in writing (a "Notifying Person"), no Owner, Tenant or Occupant may deliver any emails, notices, or any written communications of any kind to the strata lot of any Notifying Person, except for communication that is from the strata corporation or that is authorized to be delivered to a Notifying Person under the Act, the Strata Property Regulation or these bylaws.

70. Owner indemnity and indemnity for damage to common property and strata lots

- (1) An owner must obtain and maintain liability and property insurance on his or her strata lot(s) sufficient to cover the cost of any insurance deductibles or uninsured repair costs charged to the owner by the strata corporation pursuant to this bylaw. An owner must provide proof of insurance to the strata corporation upon request.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) An owner is responsible for any damage to any property described in subsection (2) caused by occupants, tenants, or visitors to the owner's strata lot.
- (4) An owner shall indemnify and save harmless the strata corporation from the expense of any investigation, maintenance, repair, replacement, or administration thereof, rendered necessary in respect of the common property, limited common property, common assets or to any strata lot arising from any damage or incident for which that owner is responsible or occurring or originating in that owner's strata lot, whether or not such incident is caused or contributed to by that owner's act, omission, negligence or carelessness or by that of another person, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy.
- (5) For the purposes of this bylaw any insurance deductibles or uninsured expenses charged to an owner shall be added to and become part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.

71. Electronic general meetings

- (1) General Meetings may be held by electronic means, if at all times all eligible voters and other participants can communicate with each other in real time, including communicating during discussion on and voting for all resolutions and,

in the case of annual general meeting, approval of the budget and election of council.

- (2) If an Annual or Special General Meeting is held by telephonic or electronic means all persons and participants shall be deemed to be present in person for the purposes of the meeting.
- (3) Voting at general meetings held by electronic means will be limited to voting verbally by roll call, by a show of hands, or by utilizing electronic voting methods such as email, chat, or poll functions, and will include proxies held by eligible voters, as decided by the chair. Voting cards will not be issued for electronic general meetings. If a precise count is requested the chair must decide whether it will be verbally by roll call, show of hands, or electronic voting or by secret ballot. Secret ballots may be used, at the discretion of the chair, for voting at electronic general meetings provided that all eligible voters can remain anonymous while voting. In the event that the chair determines that a secret ballot will be used, a designated scrutineer will be appointed to receive the secret ballots using a secret ballot method established by the chair. The designated scrutineer will provide a synchronous report to the chairman of the results of the secret ballot vote and the chairman will report the results of the secret ballot vote to the eligible voters and participants attending the general meeting.
- (4) Proxy forms for electronic general meetings will be mailed, faxed or sent by e-mail to owners together with the notice of meeting and must, for the purpose of registration and accuracy for determining quorum and counting of votes, be completed and delivered to the strata council, care of the strata manager, prior to or at the time for registration for the meeting. Completed proxy forms may be returned by mail, fax or by e-mail or shown or reproduced on a person's electronic device and shown to the chair or the person designated by the chair to conduct the registration.

72. Privacy

- (1) In addition to personal information that is collected, used and disclosed by consent or as otherwise required by law, the strata corporation collects, uses, and discloses personal information from owners, occupants and tenants for the purpose of carrying out its duties and responsibilities under the Act. The personal information collected and used includes the following:
 - (a) banking or credit card information to allow pre-authorized payments ("PAP") to pay strata fees,
 - (b) information regarding pets in a suite,
 - (c) personal information collected through the use of video surveillance equipment,
 - (d) names and contact information of all persons living in a suite, and
 - (e) information created by a computerized access key fob system.

- (2) The strata corporation has security cameras on its common property as part of the strata corporation's video surveillance system, for the purpose of preventing unauthorized entry, theft, threat to personal safety or damage to property.
- (3) The video surveillance system operates 24 hours a day and the strata corporation collects and records the video captured by the video surveillance system (the "Video Records").
- (4) The Video Records are used to ensure safety and security by detecting or deterring and assisting in the investigation of the following:
 - (a) criminal activity; and
 - (b) violation of the strata corporation's bylaws and rules in relation safety, security, and damage to property, including personal property.
- (5) In installing and/or maintaining the video surveillance system, the strata corporation makes no representations or guarantees that such system will be fully operational at all times. The strata corporation is not responsible or liable to any owner, occupant, tenant or other person entering the common property in any capacity (including by reason of the failure to maintain, repair, replace, locate or monitor the video surveillance system, whether arising from negligence or otherwise) for loss or damage caused or contributed to by the failure of the video surveillance system to be fully operational at all times.
- (6) The strata corporation shall develop and implement a privacy policy setting out the procedures for collecting, using, verifying and disclosing personal information. An up-to-date copy of the privacy policy shall be provided to each owner or registered tenant upon request.
- (7) The council shall designate a member of the strata council as the "Privacy Officer" for the strata corporation. The Privacy Officer will have the responsibility of ensuring that the strata corporation complies with the privacy policy as well as the *Personal Information Protection Act*.

Reg. Date	Reg. #	AGM/SGM Date	Bylaws
8-Dec-06	BA587319	AGM 7-Nov-06	New bylaws 1 to 69 (inclusive)
27-Dec-07	BB618997	AGM 6-Nov-07	Amended bylaws 4(10), 4(11), 47(7), 50(10), new bylaw 46(2)
5-Nov-08	BB0727745	AGM 4-Nov-08	Amended bylaws 50, 52, new bylaws 3(1), 8(1)(1)
5-Nov-09	BB1118542	AGM 3-Nov-09	Amended bylaws 4(8), 47(7), 66(3), new bylaws 6(29), 60(11)
6-Jan-11	BB1734154	AGM 2-Nov-10	Amended bylaw 47(3)
30-Jan-12	BB2010801	AGM 1-Nov-11	New bylaws 1(4) and 1(5)
13-Nov-12	CA2865277	AGM 6-Nov-12	Amended bylaw 60(11), new bylaws 47(11), 50(13), 50(14), 66(8)
9-Dec-13	CA3498843	AGM 5-Nov-13	New bylaws 50(15), 57(11), 57(12), 57(13), 57(14)
11-Dec-14	CA4132495	Joint Section AGM 4-Nov-14	New bylaw 6(30)
11-Dec-14	CA4132496	Residential Section AGM 4-Nov-14	Amended bylaws 47(11), 50(2), 51, 52, 53, 54, 55, new bylaws 47(12) and 50(10)(a)
17-Nov-15	CA4813467	Joint Section AGM 3-Nov-15	New bylaws 1(6), 6(31), 45(3), 45(4), 63(8). Repeal bylaws 6(11), 30(2), 40 (Small Claims Action). Amend bylaws 4(13), 4(14), 4(15), 4(16), 6(26), 6(27), 6(29), 8(4)(i), 8(4)(k), 10(1), 11(2), 16(1), 18(4), 32(1), 32(2), 41 (Planters/landscaped areas), 42 (storage room), 45(1), 45(2), Division 8 title, Division 11 title, 59(5), 63(1), 63(2), 67(3).
12-Jan-17	CA5762097	Joint Section AGM 9-Nov-16	New bylaws 6(32), 6(33), 47(21). Amend bylaws 6(28).
29-Dec-17	CA6539029	Join Section AGM 29-Nov-17	New bylaws 8(5), 10(12), 59(12), 60(10)
14-Jan-19	CA7293988	Joint Section AGM 28-Nov-18	New bylaws 6(34), 6(35), 7(3), 58(8), 60(11), 64(7), 69(1), 69(2).
14-Jan-20	CA7978652	Joint Section AGM 28-Nov-19	Amended bylaws 4(10), 16(3), 4(15)(a), (b). New bylaws 6(36), 61(7), (8), 70. Repealing subsections (11) & (12) of bylaw 59.
14-Sep-21	CA9357233	SGM 7-Jul-21	Repealing and replacing subsection (1)(i) of bylaw 8. Repealing and replacing subsection (5) of bylaw 8. Adding subsection (3) to bylaw 9. New bylaws 71 (1), (2), (3).
11-Jan-22	CA9632355	AGM 30-Nov-21	Amended bylaws 46(7), (8)

13-Feb-23 CB473443 AGM 30-Nov-22 New bylaws 72