



**STRATA PLAN VR 2540  
PACIFIC POINT PHASE 1**

**RULES**

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**APPROVED RULES**

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**GENERAL RULES OF PHASE I AREA RESIDENTIAL LOTS**

**Rule 1 Application**

1. These General Rules apply only to Strata Lots 1 to 152 inclusive.

**Rule 2 Use of Strata Lot**

2. (1) The strata lot shall be used as a private dwelling home unless otherwise approved in writing by the Strata Council.
- (2) No owner shall permit any activity on his strata lot or on any common property that is contrary to any statute, ordinance, bylaw, rule or regulation of any government authority whether federal, provincial, municipal, Strata Corporation or otherwise.

**Rule 3 Disturbance of Others**

3. (1) No noise shall be made in or about any strata lot or on the common property which in the opinion of the Strata Council interfere with the enjoyment by others of other strata lots or the common property.
- (2) Noises in and about any strata lot or on the common property should be kept to a minimum between eleven o'clock in the evening and seven o'clock in the morning.
- (3) Mops or dusters of any kind shall not be shaken from, and nothing shall be thrown out any window, door, passage, or other parts of the strata lot or the common property.
- (4) No resident shall obstruct, encumber or use for any purpose other than ingress to or egress from the strata lot, the sidewalks, entrances, loading space, stairways, lobbies or halls.
- (5) No barbecues other than those fuelled by propane gas or electricity may be used on the balconies and patios.
- (6) Unless consent is obtained from the Strata Council, all carpentry or similar alterations shall be limited to the hours between 9:00 a.m. and 5:00 p.m., Monday through Saturday inclusive.
- (7) No owner, guest or visitor shall be permitted to trespass on Limited Common Property to which another owner is entitled to exclusive occupation.

- (8) Hard surface flooring shall only be installed in a strata lot in a manner and to such specifications as may be approved in writing by the Strata Council prior to such installation.
- (9) Installation of hard surface flooring:
  - (a) an Owner or Owners may, with the prior written approval of the Phase I Residential Committee, make changes to the floor finishing of their strata lot from carpet to any hard surface floor finish (e.g. tile or hardwood flooring), and the Committee shall give due consideration to the issue of sound transmission between strata lots in granting its approval;
  - (b) Owners are responsible for satisfying noise complaints with respect to the installation and use of hard surface flooring;
  - (c) hard flooring shall only be installed in accordance with the provisions of Schedule "A" annexed to these Bylaws.

#### **Rule 4 Hazards**

4. (1) Everything should be done to reduce fire hazards and nothing should be brought onto or stored on a strata lot or common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy.
- (2) No material or substances, especially burning material such as cigarettes or matches, shall be permitted to fall out any window, door, balcony or other part of a strata lot or the common property.
- (3) A bonded caretaker/manager/property manager may be provided with a duplicate key for each strata lot in case of emergency. Failing this, in the event of any emergency emanating from a strata lot whose occupants cannot be contacted, access for protection of common property or safety may be gained by force at the occupant's expense.
- (4) Any damage occurring due to the keeping of waterbeds will be charged to the owner of the strata lot.
- (5) Any damage to common property caused by negligence of the owner, occupants of his or her strata lot or his or her guests will be charged to the owner of the strata lot.

#### **Rule 5 Cleanliness**

5. (1) Rubbish, dust, garbage boxes, packing cases, personal or household goods, shoes, carpets or the like shall not be thrown, piled, or stored in corridors, stairways, or any other parts of the common property.
- (2) All household refuse shall be contained in suitable plastics bags and deposited in the common garbage containers.

- (3) Any material other than ordinary household refuse and garbage shall be removed from the common property by the individual owner or resident of the strata lot.
- (4) Nothing other than what is permitted by the bylaws or rules shall be stored on patios, balconies or common property. If items are stored in violation of the bylaws or rules, the items will be removed by the Strata Council with notification.
- (5) No wild animal or bird shall be fed from any strata lot or from the common property.

#### **Rule 6 Exterior Appearance**

- 6 (1) No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or the strata lot without prior approval of the Strata Council.
- (2) No awning, shade, screen, air-conditioning unit, smoke stack, radio or television antenna shall be hung from or attached to the exterior of the building or strata lot, without prior written consent of the Strata Council.
- (3) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, balconies, or other parts of the building so that they are visible from the outside of the building. Balconies shall not be used for storage purposes.
- (4) Drapes or blinds visible from the outside of the building shall be cream or white in colour.
- (5) No enclosures of Limited Common Property or other structural alterations either to the interior or the exterior of the building shall be made, nor shall the wiring, plumbing, piping, or other services be altered or supplemented on the strata lot or within any walls or on the common property, without previous written approval of the Strata Council.
- (6) The exterior appearance of the Strata Lot or the building shall not be altered in any way, including but not limited to the painting of wood, stucco, brick, railings, concrete, or other exterior parts of the building, or the attachment of 2 sunscreens or greenhouses, or garden shed, without the prior written permission of the Strata Council.

#### **Rule 7 Bicycles, Skateboards and Rollerblades**

- 7 (1) All owners, tenants and visitors shall comply with the rules regarding bicycles.
- (2) All bicycles shall be stored in the bicycle room, or in your storage lockers in the parkade levels.
- (3) Cycling on common property including sidewalks and pathways but excluding access driveways is prohibited. Bicycles are not allowed in common areas, such as hallways, lobbies and elevators.

- (4) Skateboarding and rollerblading on common property including sidewalks, pathways and access driveways is prohibited.

**Rule 8 Automobile/Parking Garage**

- 8 (1) A resident shall use only the parking space(s) assigned to his or her strata lot, save and except for private arrangements with other owners for the use of parking spaces assigned to such other owners. No resident shall lease or rent an assigned space(s) to a non-resident.
- (2) No major repairs or adjustments shall be made to motor vehicles on the premises.
- (3) A maximum speed of 10 kph shall apply to the common property.
- (4) The user of each parking stall is responsible for the cleaning up of any excessive oil spills in the stall. Continuous oil spills will result in prohibition from parking on common property until the vehicle is repaired.
- (5) No vehicle exceeding 9,000 lbs. G.V.W. shall be parked or brought into the common property without the consent of the Strata Council, except when used in delivery to or removal from the premises. Trailers, boats, campers and motor homes are not allowed in common areas unless written approval of the Strata Council is granted.
- (6) In accordance with applicable legislation, no parking is allowed anywhere along the fire routes, or in any area not specifically designated as a parking space, nor shall a vehicle park in a manner which will reduce the width of the access driveway.
- (7) Any vehicle which does not comply with Rule 8(6) will be removed at the owner's expense.
- (8) Incoming vehicles have the right-of-way at the garage door.
- (9) Use of car horns upon entering, leaving or within the parking area is prohibited.
- (10) Vehicle lights must be used at all times in the underground parking areas when the vehicle is in motion.
- (11) Parking stalls should be for parking of automobiles only and shall not be used for storage of any other items or materials.

**Rule 9 Storage Lockers**

- 9 (1) Use of the locker and storage rooms shall be governed by regulations as established by the Strata Council from time to time.
- (2) No hazardous materials shall be stored in the locker area.

## **Rule 10     Pet Restrictions**

- 10     (1)     No strata lot shall have in excess of two pets at any given time.
- (2)     Rule 10(1) shall not apply to any owner with more than two pets as at May 7, 1991, provided that such owners shall not bring any further pets into the strata lot in contravention of this Bylaw.
- (3)     In this rule, "Pet Owner" includes any person who owns, has in his or her custody or under his or her control, or harbours any "pet" within Pacific Point. "Pet" shall mean a mammal.
- (4)     Any pet kept by an occupant of a strata lot shall be registered with the Strata Council (the "Council") by providing to the Council a written notice, signed by the occupant, setting out the name, breed, colour, and sex of the pet, the strata lot number where the pet is kept, the name and telephone number of the Pet Owner, and the licence number of the pet (when the pet is required to be licensed.) Occupants who already keep pets shall register the pets with the Council immediately following adoption and publication of this Regulation by the Council. Any pet acquired after the adoption of this Regulation shall be registered forthwith upon being brought upon the strata lot.
- (5)     No pet shall be permitted on the common property unless the pet is leashed and under the control of the Pet Owner or someone authorized by the Pet Owner.
- (6)     No pet shall be permitted to urinate or defecate on the common property. If any pet defecates on the common property, the Pet Owner shall immediately and completely remove all of his or her pet's waste from the common property and dispose of it in a waste container or by some other sanitary means. The area affected shall be cleaned to the satisfaction of the Strata Council.
- (7)     No pet shall be permitted to damage the common property. The Owner of a pet that damages the common property shall be liable for the cost of repairing such damage in addition to any fine that may be levied pursuant to Rule 10(10).
- (8)     No visitor's pet shall be allowed on the common property except with the prior authorization of and on terms approved by the Council.
- (9)     If the Council receives a complaint about a pet, then the Council shall give written notice of the complaint to the Pet Owner. The Pet Owner shall have seven days from the date such notice is received by him within which to make written representations to the Council in response to the complaint. If, upon due consideration of the complaint and any response thereto, the Council resolves that the pet is unsafe or a nuisance, then the Council shall give written notice of its resolution, stating the grounds for its decision, to the Pet Owner and such pet shall be removed from the strata lot within 7 days after the day on which such notice is delivered to the Pet Owner.
- (10)    If any occupant of a strata lot or guest of an occupant contravenes this Rule, the Council may levy a fine of not more than \$25.00 for each contravention against

the occupant responsible for such contravention. Any fines levied and unpaid shall constitute monies owing to the Strata Corporation.

- (11) The provisions of this Rule 10 are severable and if any of them shall be found by a court of competent jurisdiction to be void or unenforceable at law or at equity, then the remaining provisions shall not be affected thereby and shall continue in force.

#### **Rule 11     Damage To Property**

- 11     (1)     No owner shall be entitled to claim any compensation from the Strata Corporation for any loss or damage to the property or person of the owner arising from any defect or want of repair of the common property or any part thereof, unless such loss or damage resulted from negligence on the part of the Strata Corporation, its employees or agent.
- (2)     Where the Strata Corporation is required to enter a strata lot for the purpose of maintaining, repairing or renewing the strata lot, the common, limited common property or any portion thereof the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.
- (3)     An owner shall not cause damage to trees, plants, bushes, flowers, planters, or lawns and shall not place chairs, tables or other objects on lawns, planters or ground so as to damage them to prevent growth.

#### **Rule 12     Security**

- 12     (1)     Residents are responsible for anyone they admit to the building.
- (2)     Residents shall not admit anyone who phones on the enterphone, or otherwise seeks access to the common property, unless they are satisfied that he or she wishes to enter the premises for legitimate reasons.

#### **Rule 13     Moving & Other Elevator Bookings**

- 13     (1)     To cover administrative costs and the cost of wear and tear, a non-refundable fee will be charged to each strata lot for any exclusive or sustained use of an elevator (e.g., moves, deliveries, disposals, renovations).
- (2)     This fee will vary, depending on how the elevator is being used, and for how long:
  - (a)     Moves: A one-time moving fee of \$250 will be charged at the time of move-in. No additional fee will be charged at the time of move-out. As such, this fee allows for three hours of elevator use when moving into the building, and an additional three hours of elevator use when moving out.
  - (b)     Deliveries and Disposals: A fee of \$50 will be charged for each hour, or part thereof, of elevator use. This charge covers locking the elevator for

exclusive use, and the installation of elevator padding. If you are in doubt about whether your delivery or disposal requires an elevator booking, please consult the Building Manager.

- (3) For each elevator booking, a damage deposit of \$250 must also be paid at the time the elevator is booked. The deposit will be refunded within 30 days of the booking to the extent that it exceeds the costs of repairing any resulting damage.
- (4) Owners are responsible for compliance with these rules whether they are booking an elevator themselves, or permitting a tenant to do so.
- (5) Bookings are made through the Building Manager, and require a minimum of two days notice.
- (6) Elevator bookings may commence no earlier than 9:00am and continue no later than 3:00pm.
- (7) No moves will be booked for tenants unless a Form K is on file or supplied.
- (8) The owner or tenant that makes the booking is responsible for:
  - (a) ensuring the building remains secure during their move or delivery. At no time should the front entrance doors be left unattended.
  - (b) overseeing any companions or personnel providing assistance during the move or delivery. All must adhere to the Bylaws and Rules of the Strata Corporation.
- (9) Due care and attention must be paid to the elevator, surrounding walls, carpets and doors when moving furniture. Upon completion of the move or delivery, all common areas should be left clean and damage-free.
- (10) Any owner or tenant who does not comply with these rules will be subject to fines levied against the strata lot.

#### **Rule 14 Fines**

- 14 In cases of infractions of the Bylaws, Rules, regulations or fines will be levied by the Strata Council and the fines shall be added to or become a part of the assessment of that owner and shall become due and payable on the date for the payment of the owner's next monthly assessment fee.

#### **Rule 15 Insurance Deductible**

- 15 (1) The Strata Council shall determine whether the Strata Corporation or an owner shall pay for the insurance deductible in each instance when the insurance claim is based upon the insurance policy of the Strata Corporation. This determination by the Strata Council shall be binding upon the owner.
- (2) It shall be the policy of the Strata Corporation that if the Strata Council determines that an owner, his or her family, visitor, employee or agent has any

degree of control over events which led to damage being sustained to the strata lot or common property, whether negligent or not, the owner will be responsible for payment of the insurance deductible.

#### **Rule 15 (A) – Non Reimbursement**

15 (A) The Owners will not be permitted to seek reimbursement resulting from the dryer vent cleaning not being performed on their strata lots due to the installation of a condensing dryer system, this Rule being applicable to future and current installations.

#### **Rule 16 Severability**

16 The provisions of these General Rules shall be deemed independent and severable and the invalidity in whole or in part of any Rule or regulation does not affect the validity of the remaining Rules and regulations which shall continue in full force and effect as if such invalid portion had never been included herein.

### **Renting and/or Leasing Rules of Phase I Area Residential Lots**

#### **Rule 17 Application of Rules**

17 These Rules apply only to Strata Lots 1 to 152 inclusive.

#### **Rule 18 Notification**

18 An owner who wishes to lease a strata lot shall deliver to the Strata Council or the Property Manager employed by the Strata Corporation the following:

- (a) the name, occupation and address of each tenant or person who will occupy the strata lot during the term of the proposed lease;
- (b) where applicable, the business telephone number of the tenant or tenants;
- (c) the address and telephone number of the owner which will apply after the commencement of the lease;
- (d) the commencement date and term of the lease;
- (e) a completed Tenant's Undertaking in Form "K" of the Strata Property Act; and
- (f) evidence of liability insurance carried by the proposed tenant or by the owner.

#### **Rule 19 Information for Tenant**

19 No owner shall lease or tenant a strata lot to anyone without making the prospective tenant or occupant fully aware of the existence of the Strata Property Act and the current rules, regulations and bylaws of the Strata Corporation.

## **Rule 20     Owner's Payment Responsibilities**

- 20     Owners who intend to rent or lease a strata lot must take note that all assessments, fines or other charges assessed pursuant to the bylaws are levied by the Strata Corporation against the owner of the lot and it is an owner's responsibility to pay the same to the Strata Corporation and to pay for all assessments levied in respect of contravention of the bylaws by a tenant or occupant of his or her strata lot.

## **Rule 21     Contravention**

- 21     In the event that an owner of a strata lot rents or leases the strata lot in contravention of these Rules, the Strata Council shall be entitled to take one or more of the following actions:
- (a)     take all necessary steps to terminate the tenancy agreement or lease, as contemplated by the Strata Property Act;
  - (b)     levy a fine, not to exceed \$500.00 for every seven days of contravention, such fine to be added to and form a part of the owner's monthly assessment. Such fine shall be collected by the Strata Council from the owner of the strata lot in accordance with the provisions of this Rule;
  - (c)     seek a declaration from a court of competent jurisdiction regarding the enforcement of the limitations contained in these Rules and/or an injunction to prevent continued rental or lease of such strata lot. The reasonable costs of obtaining such court ordered relief shall be the responsibility of the strata lot owner in contravention of these Rules and shall be recoverable by the Strata Corporation from such owner on a solicitor and own client basis.

## **Rule 22     Severability**

- 22     Should any portion of these Renting and/or Leasing Rules be held to be unenforceable by a court of competent jurisdiction, then for the purpose of interpretation and enforcement of the remainder of the Rules, each provision of same shall be deemed to be separate and severable, and the balance of the Rules shall remain in full force and effect.