

BYLAWS
STRATA PLAN BCS3550
VITA

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

1. Payment of strata fees

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) Where an owner fails to pay strata fees in accordance with subsection (1) outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$50.00 for each contravention of subsection (1).

An owner must provide the strata corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month, or if applicable, written authorization for monthly automatic debit from the owner's bank account.

Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with subsection (2) is in contravention of bylaw (1)(1) and the strata corporation will levy a fine of \$50.00 for each contravention. Each dishonored cheque or dishonored automatic debit will be subject to a fine of \$50.00 and an administration charge of \$25.00.

- (3) **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.**
- (4) The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

2. Repair and maintenance of property by owner

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

- (3) An owner must repair and maintain any air-conditioning units, and/or condensers, and/or fireplace power vents as these are for exclusive use of certain individual owners.

3. Use of Property

- (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
 - (a) causes a nuisance or hazard to another person;
 - (b) causes unreasonable noise;
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
 - (d) is illegal; or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan, it being understood that the use of the Commercial Lots, and any limited common property designated for their use in a manner that is permitted under the applicable municipal zoning bylaws, and in a manner which does not constitute a breach of any municipal bylaws will not constitute a breach of these bylaws.
- (2) An owner shall not:
 - (a) use his strata lot for any purpose which may be injurious to the reputation of the building;
 - (b) make undue noise in or about any strata lot or common property;
 - (c) keep any animals on his strata lot or the common property after notice not to do so from the strata council; and
 - (d) make or cause to be made any structural alteration to his strata lot, or paint, decorate, or add to or remove any structure from the exterior of the building or the strata lot or add to or alter the wiring, plumbing, piping or other services on his strata lot, or within any hearing or party wall or the common property without first obtaining the written consent of the strata council.
- (3) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those part of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

- (a) For strata owners owing monies to the Strata Corporation, any payments received from strata lot owner(s) will first go to pay any fines, interest owing, other charges, prior to paying the monthly strata fees and/or special levies.
- (4) An owner, tenant, occupant or visitor must not use or permit a strata lot to be used for any purpose other than as a single-family residence and must not use a strata lot or permit a strata lot to be:
- (i) used for commercial purposes or activities, including, but not limited to, the following:
 - a. vacation, travel or temporary accommodations;
 - b. short-term rentals of less than 6 months;
 - c. hotel or hotel like accommodation;
 - d. a boarding or lodging house;
 - e. renting to non-family roommates
 - f. bed and breakfast;
 - g. Airbnb, Homeaway, VRBO, Highstreet Accommodations or any other vacation, travel, short-term or temporary accommodation arrangements;
 - h. executive home rental agreements;
 - i. any licensing agreements for short-term or long-term accommodations; and/or
 - j. house swaps;
 - (ii) advertised or listed as available for rent on any vacation, travel, temporary or short-term accommodation websites of any type or in any print media for any of the uses set out Bylaw 3(4)(i);
 - (iii) used in a manner which would increase the foot traffic and vehicle traffic on common property;
 - (iv) used in a manner which requires regular attendance of clients, customers, contractors, agents or other workers other than those who reside within the Strata Corporation;
 - (v) used in a manner which run contrary to the bylaws of the City of Vancouver or contrary to any other applicable codes, bylaws, regulations and enactments;
 - (vi) used in a way that would compromise the Strata Corporation's insurance policy or increase the Strata Corporation's liability risk
- (4.1) For the purpose of this Bylaw, short term rentals, short- term license agreements, temporary accommodations or other short-term accommodation referred to in Bylaw 3(4) is defined as any lease, tenancy agreement, license agreement, or agreement to occupy a strata lot that is for a period of less than six (6) months,

whether done so on a continuous, semi-continuous or on a single basis for short term accommodation purposes

4. Inform strata corporation

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

5. Obtain approval before altering a strata lot

- (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of the building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies, or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structure that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot; or
 - (g) those parts of the strata lot which the strata corporation must insure under Section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under bylaw 6(1), but may require as a condition of its approval the the owner agree, in writing, to take responsibility for any expenses relating to the proposed alteration.
- (3) This section does not apply to a strata lot in a bare land strata plan.
- (4) Replacement of the existing carpets and/or tile floor is allowed only with prior written consent from the Council, using the following specifications:
 - (a) Hours of work:
 - i. Mondays to Saturdays, from 9:00 a.m. to 5:00 p.m.
 - ii. No work on Sundays or Holidays.

- (b) 100% unattached floating hardwood is permitted in all suites.
 - i. Contractor is responsible for removing all debris, old carpet, boards, drywall, etc. from The Vita building. No debris of any kind is to be placed in the dumpster or the recycling bins.
 - ii. Contractor is responsible for cleaning the hallways, stairwells and elevator of any dust, dirt, debris, etc. at the end of each working day.
 - iii. Security: Owner and contractor are responsible for the security of the building at all times.
 - iv. Elevator must be booked to transport any material to and from the suite.
 - v. Underlay (sound deadening material must be 6mm) under the hardwood floor if cork is chosen must possess a STC (sound transmission class) rating of 71dB and an IIC (impact insulation class) of 71dB. Townhouses are exempt from this requirement.
 - vi. Underlay: if “silencer” is used, the STC must be 71 dB and the IIC of 71 dB. The closed cell foam must be 1/8 inch thick minimum. Townhouses are exempt from this requirement.
 - vii. Council requires proof of purchase after approval from Council and the STC and IIC ratings for the above underlay materials and a labeled sample provided (no Dura underlay or any other recycle tire components).
 - viii. Ceramic tiles on the kitchen and bathroom floors must also be installed with sound deadening underlay material, and the details of this material must be submitted to council for approval, except for when ceramic tiles are to be installed in Townhouses.
 - ix. Any work involving jack hammering, chipping or grinding is limited to the hours of 11:00 a.m. to 3:00 p.m. (maximum 4 hours per day,) Monday to Fridays only. There is to be no jack hammering, chipping or grinding on weekends or on statutory holidays. Removal of tile floors also requires special council approval.
 - x. No underlayment is permitted that is made from recycled car tires components such as Durason products.

6. Obtain approval before altering common property

- (1) An owner must obtain the written approval of the strata corporation before making an alteration to the common property, limited common property, or common assets.

- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

7. Permit entry to strata lot

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:
 - (a) in an emergency, without notice, to prevent property damage to the common property of 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 *Strata Property Act* (British Columbia), as amended or replaced, and these bylaws are being complied with.
- (2) The notice referred to in Bylaw 7(1)(b) must include the date, the approximate time of entry and the reason for the 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 2 – Powers and Duties of Strata Corporation

8. Repair and maintenance of property by strata corporation

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 of 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 of that front on the common property; and
 - E. fences, railings and similar structures that enclose patios, balconies and yards; and
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
- (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs balconies and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property; and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 – Council

9. Council size

- (1) Subject to subsection (2) the council must have at least 3 and not more than 7 members.
- (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) No person may be elected to council or continue to be on council if the strata corporation is entitled to register a lien under the Act against a strata lot in which that person has an interest.

10. Council members' terms

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

11. Removing council member

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

12. Replacing council member

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

13. Officers

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

14. Calling council meetings

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

15. Requisition of council hearing

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

16. Quorum of council

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

17. Council meetings

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

18. Voting at council meetings

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

19. Council to inform owners of minutes

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

20. Delegation of council's powers and duties

- (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers of 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 bylaw 25(3)
- (3) A delegation of a general authority to make expenditures must:
 - (a) set a maximum amount that may be spent; and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case:
 - (a) whether a person has contravened a bylaw or rule;
 - (b) whether a person should be fined, and the amount of the fine; or
 - (c) whether a person should be denied access to a recreational facility.

21. Spending restrictions

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

22. Limitation on liability of council member

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

Division 4 – Enforcement of Bylaws and Rules

23. Maximum fine

- (1) The strata corporation may fine an owner or tenant a maximum of:
 - (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.
 - (c) \$500 for each contravention of a Bylaw that prohibits or limits rentals; and
 - (d) \$1000 for each contravention of a Bylaw that prohibits or limits vacation, travel or temporary accommodation.

- (2) For the purposes of section 132 of the Act, the frequency at which fines may be imposed for a continuing contravention of a Bylaw or Rule is:
 - (a) every 7 days; and
 - (b) for the purposes of the fine set out in Bylaw 23 (1) (iv), a fine may be imposed daily.
- (3) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.
- (4) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rules which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

Division 5 – Annual and Special General Meetings

25. Person to chair meeting

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

26. Participation by other than eligible voters

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

27. Voting

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show or voting cards, unless an eligible voter requests a precise count.
- (3) If precise count is requested, the chair must decide whether it will be by show of voting cards or by roll card, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) 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.
- (8) An owner may not exercise the owner's vote in respect of the owner's strata lot if the strata corporation is entitled to register a lien under the Act against that owner's strata lot, except on matters requiring a unanimous vote.

28. 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 – Voluntary Dispute Resolution

29. Voluntary dispute resolution

- (1) A dispute among owners, tenants, occupants or the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
 - (a) all the parties to the dispute consent; and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of:
 - (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties; or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Marketing Activities by Owner Developer

30. Promotion

- (1) During the time that the owner developer of the strata corporation is the owner or lessee of any units, it shall have the right to maintain any unit or units, whether owned or leased by it, as a display unit or sales centre and to carry on marketing, sales or leasing functions within such units in order to enable it to sell or lease the units.

- (2) As may be reasonably determined by the owner developer in order to enable or assist it in marketing or selling any strata lot within the development or other developments by the owner developer or a party related to or affiliated with the owner developer, it may
 - (a) use any area of the common property to conduct the marketing, sale or lease of such strata lots (including by way of hosting promotional events) for up to 48 months after the date of first occupancy of any strata lot within the development; and
 - (b) have access to any and all parts of the common property and common facilities for the purpose of showing units, the common property and the common facilities to prospective purchasers and their representatives for as long as the owner developer considers necessary in order to market or sell any such strata lots.
- (3) Signs advertising the sale, lease or open house of a strata lot must only be displayed on the common post, directory board or directory tree, if any, supplied by the strata corporation and may not be displayed in the windows or on the balcony of a strata lot. Notwithstanding the foregoing, marketing signs of the owner developer may be displayed on the common property and/or the limited common property or window of any strata lot owned or leased by the owner developer at the reasonable discretion of the owner developer.

Division 8 – Miscellaneous

31. Small Claims Actions

Notwithstanding any provision of the Act, the strata corporation may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a $\frac{3}{4}$ vote of the strata corporation.

32. Parking/Storage Unit Lease

Each owner of a strata lot may be entitled to the exclusive use of one or more of the parking stalls and may be entitled to the use of a storage unit located in the parking facility pursuant to a partial assignment of the parking/storage unit lease (the “**Parking/Storage Unit Lease**”) between Solterra Symphony Place Corp. and Solterra Parking Ltd. as tenant, a copy of which is attached hereto. Pursuant to the Parking/Storage Unit Lease, upon registration of the strata plan for the strata development, the strata corporation will automatically assume all of the covenants and obligations of Solterra Symphony Place Corp. under the Parking/Storage Unit Lease with respect to the Stalls and the Storage Units (both as defined in the Parking/Storage Unit Lease).

33. Exterior Appearance

- (1) No signs, fences, gates, billboards, placards, advertising, or notices of any kind will be erected or displayed on the common property or within or on the exterior of a strata lot without prior written approval of the council, except as provided in Bylaw 30.
- (2) No awning, shade screen, smoke stack, satellite dish, or radio or television antenna will be hung from, attached to, or erected on the exterior of a strata lot, without prior written approval of the council.
- (3) No laundry, clothing, bedding, or other articles will be hung or displayed from windows, balconies, porches, patios, or other parts of a strata lot so as to be visible from outside of such strata lot. Nothing will be stored on balconies, decks, porches, patios, and yards which can be seen from any other strata lot or the common property, without the prior written approval of the council.
- (4) Drapes, blinds, and other window coverings which are visible from the outside of a building must be white, cream, ivory, or off-white in colour.
- (5) No enclosures of limited common property or common property or other structural alterations either to the interior or the exterior of the limited common property or the common property will be made, and no services relating thereto will be altered or supplemented without prior written approval of the council.

34. Planters/Landscaped Areas

An owner, tenant or occupant must maintain all areas of limited common property designated for their exclusive use in a clean and tidy condition. 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.

35. Leasing Requirements

An owner must:

- (a) Owners must notify the strata management the names and contact numbers of any Tenant's within twenty-four (24) hours of their move-in.

- (b) cause the tenant to execute a Form K – Notice of Tenant’s Responsibilities as provided in the *Strata Property Act* (British Columbia), as amended or replaced, prior to his or her occupation of the strata lot and provide the strata corporation with a copy thereof.
- (c) not rent or lease a strata lot to a tenant for a period shorter than six (6) months.

36. Restriction of Rentals

The strata corporation may not prohibit or restrict the rental of any strata lot during the five (5) year period immediately following the deposit of the strata plan which creates the strata lot.

37. Hardwood Floors

- (1) An owner who wishes to install hard floor surfaces such as hardwood floors or tile in a strata lot must obtain the written approval of the strata council before installation. In considering whether or not to approve such installation, the strata council may require such owner to submit an acoustical report.
- (2) An owner of a strata lot who has or installs hard floor surfaces such as hardwood floors or tile in a strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard soled shoes.

38. Quorum

If, within one half-hour from the time appointed for an annual or special general meeting, a quorum is not present, the persons entitled to vote present in person or by proxy constitute a quorum.

This bylaw is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

39. Visitor Parking

- (1) Residents are not permitted to park in the visitor stalls and will be towed at once.
 - a) Only vehicles with current registration and insurance in force, or appropriate storage insurance, shall be allowed in the parking areas except with special permission of the strata council. Parking of vehicles other than those owned or leased by a resident or their guests is prohibited. Proof of storage insurance must be provided to strata council upon request.

- b) Excessive speeds and dangerous driving are prohibited in the parking area. The posted speed limit will be strictly enforced.
 - c) No person(s) is/are allowed to camp overnight in any type of vehicle in common areas.
 - d) No repairs or adjustments to motor vehicles or other mechanical equipment shall be carried out on the common property.
 - e) Vehicle dripping excess oil, gasoline or other fluids will be prohibited from parking until repaired. Owners of vehicles causing staining from such fluids shall, when notified by the strata council, clean up all areas affected. Failure to do so within seven (7) days or receipt of the notice shall result in the strata council arranging for cleaning of the area(s) and charging the owner with the cost incurred.
 - f) No vehicle shall be parked in the loading zone for a period longer than the time reasonable for the loading and unloading of the vehicle.
 - g) Any vehicle, trailer, boat or equipment parked in contravention of the foregoing will be removed at its owner's sole risk and expense.
 - h) All vehicles must be parked within each parking stall. Stalls are marked with end lines according to whether spots are designated regular or small. Vehicles violating the parking limits will be warned upon one occurrence and then on the second occurrence towed at the owner's expense. Any owner wishing to request for slightly larger allowance must petition the council for specific permission. Any vehicle obstructing the traffic lanes will be towed at an owner's expense. Owners renting their parking stall are responsible to inform renters of the maximum size limits.
- (2) Visitor Parking – “Visitor Parking” is based on a 3-day period within the same week and seven (7) days within the same month.
- a) Only residents of Vita, 565 Smithe Place, are allowed to park their visitors in designated parking areas, and must follow the rules/regulations.
 - b) Drake Towing will perform the monitoring of the parking area. Any vehicle parked in the visitor's area without a valid tag, or parked with a tag that is in contravention of the strata's rules and regulations will be towed at the vehicle owner's risk and expense.
 - c) Any vehicles found in contravention of any of the parking regulations will be towed away at the owner's risk and expense. You and your visitor are responsible for any vehicle parked at Vita. The strata corporation, strata council and

management agent *will not* accept responsibility for any damage to vehicles that are towed away. Any and all issues arising from being towed are to be addressed with Drake Towing (or other assigned agent), not with the strata corporation, strata council and management agent. The strata corporation does not and will not reimburse for towing expense.

- d) Residents are not allowed to park their vehicles in visitor parking and will be towed immediately at their risk and expense.

40. Resident Parking

- (1) Residents are responsible to ensure that the underground security gates close before proceeding.
- (2) A resident owner shall use the parking space(s) which have been specifically assigned to the strata lot. Owner shall not park on the common property (visitor parking).
- (3) Parking spaces assigned to a strata lot, or any visitor parking stalls, shall not be rented or leased to non-residents.
- (4) No vehicle may be parked or stored on the common property except private passenger motor vehicles and bicycles in designated areas. Without limiting to the generality of the foregoing, prohibited vehicles include, but are not limited to, buses, derelicts, motor homes, trailers, trucks and uninsured vehicles.
- (5) Parking areas may not be used for the storage of other than one automobile, except with prior written approval of the strata council. No storage, boxes or structures of any kind are allowed in any parking spaces or private garages.
- (6) All parking spaces and private garage areas are limited common property and shall not be altered or defaced in any manner.
- (7) No vehicle shall be parked in a manner that reduces the width of garage, roadway, neighbour's parking space or walkway. Parking is not permitted in the turn-around area in the back alley.

41. Rental agreement and rules for renting the amenity room

- (1) To confirm your amenity room reservation, please return this form completed with one (1) \$500 deposit cheque (returned to you if there are no damages after the booking) **and a \$50 rental fee (non-refundable)** to the Building Manager's office. Failing to do so will result in cancellation of your reservation.
- (2) The Building Manager's office hours are posted in the lobby. Please return your form with payment to the building manager.

- (3) The amenity room will be inspected prior to the booking by the Building Manager and after the booking by the Security Guards to determine the condition of the room for any loss and/or damage to the premises beyond normal wear and tear. If, in the opinion of the Building Manager, no damage has occurred and adequate cleaning has been done, you will receive a refund. You must remove all garbage bags from the bins, wipe off counters and tables, marks on walls and vacuum the room to an acceptable state. Your deposit cheque will be returned to you on the next available work day.
- (4) You, personally, will be held responsible for any loss or damages and for any extra cleaning costs pertaining to the premises. (Note: **Cleaning charges will apply if the room is returned uncleaned at the 11:00 p.m. closing time.**) It is further understood and agreed that you will be responsible for the activities and damages done by you guests and will save the Owners of the Strata Plan BCS3550, "Vita" harmless from any liability arising from and/or occurring during your function.
- (5) Residents are reminded that the amenity room is a **NON-SMOKING AREA**.
- (6) **Candles of any kind (birthday or otherwise) are not permitted as well as incense and food preparation involving cooking due to very sensitive smoke detectors.**
- (7) Beyond portable normal decorations, the appearance of the room shall not be altered.
- (8) Your party and your guests must stay within the amenity room and patio, keeping in mind the adjacent apartments.
- (9) You are responsible for the conduct of your guests and are required to ensure that the premises have been **properly secured at the termination of the party. Be sure all lights are out and all windows are closed and secured** before leaving.
- (10) It is prohibited to use, or appear to use, orally or in writing, or to act in, the name of the Owners, Strata Plan BCS3550, "Vita" or their respective Council, in the organization of any functions within the amenity room. Any circular, being forwarded to the ownership of Vita, must contain the following: "This function is not sponsored by the Owners, Strata Plan BCS3550, Vita, or their representative Council." It must also contain: "This function is sponsored by (name, address, telephone number).
- (11) The maximum number of persons in attendance at the function is **NOT TO EXCEED 20**, pursuant to the requirements of the Fire Marshall.
- (12) **All loud music and noise are to cease at 11:00 P.M. The amenity room is to be closed by 11:00 P.M. at the latest. There will a \$200.00 fine levied (deducted from your deposit), if you are late in closing.**
- (13) When using the patio, please be cognizant of your neighbours and keep noise to a minimum.

- (14) When leaving the function, please do so quietly.
- (15) Abuse of any of the above regulations will result in cancellation of your privileges within the amenity room for an undetermined length of time at the Council's discretion.
- (16) All entrances and exits must be left clear of everything as per the Fire Regulations.

Disclaimer: The party room is under 24/7 surveillance and is a fob key controlled area to individual suites. As a party using common areas belonging to everyone in Vita, you are responsible to conduct your guests and yourself in a safe and responsible manner. Any and all damages and/or issues resulting from your usage of the common areas will be subject to charges back to your suite, forfeiture of damage deposit; also it can result in further fines and will be subject to loss of use of Vita's common areas.

42. Spa and Gym

- (1) Spa/Gazebos
 - a) No life guard on duty.
 - b) Shower before entering the spa.
 - c) No animals in the spa or on the spa deck.
 - d) No food or drink, except bottled water.
 - e) No diving.
 - f) Children under the age of 12 must be accompanied by an adult.
 - g) Spa hours of operation: 10:00 a.m. – 10:00 p.m.
- (2) Gym
 - a) Hours: 5:00 a.m. – 11:00 p.m.
- (3) No pets anywhere on the Amenity Areas

43. Patios/Decks and Balconies

- (1) No items other than what is permitted by the Rules shall be kept on patios/decks, balconies or common property, unless express permission by council has been granted.
- (2) Items which **MAY** be kept on a patio/deck or balcony are:

- a) Gas (20 lbs tank) or electric barbeques. (Note: to limit excessive smoke intruding on neighbouring suites, barbeques may be used only between the hours of 11:00 a.m. – 9:00 p.m.)
 - b) Patio style furniture only (no upholstered living room sofas, chairs, bookcases, etc.)
- (3) Items which **MAY NOT** be kept on a patio/deck or balcony are:
- a) Freezers
 - b) Clothes lines/racks or any hanging clothing.
 - c) Storage units, shelves or items unless written approval given by council.
 - d) Sports equipment such as bicycles, skis, exercise machines, dart boards, punching bags, weights.
 - e) No lighting other than which was installed as an original permanent fixture, i.e. no torches. Permanent fixtures outside are part of the limited common property and may not be changed without prior permission from council.
 - f) No Christmas lights before December 1 or after January 10. No strings or lanterns or lights at any other time.
 - g) No free standing trellises. Trellises must be situated against a wall so as not to detract from the architectural lines of the deck/patio or balcony railings. Owners must obtain consent from council for trellises.
 - h) No bird feeders, bird-baths, dog/cat houses or cat carpet climbing trees.
 - i) No flooring (cedar, carpeting etc.) may be installed on deck surfaces in a manner that may penetrate/damage the deck membrane and create potential leakage problems or other damage.
 - j) No cleaning supplies such as mops, garbage cans/bags.
 - k) No storage of empty boxes, cans, bottles, tires or general refuse.

(4) Planters on patios/decks and balconies

Residents are permitted to have planters and flower boxes on their patios/decks and balconies with the following guidelines:

- a) Small shrubs and flowers are permitted; no vegetable gardens are allowed.

- b) No plantings shall be made that attach themselves to the building areas, such as ivy.
- c) Planters, flower boxes, statues etc. must be on the limited common property, not on any surrounding common property.
- d) No hanging baskets.
- e) No flower boxes hanging on the *outside* of the balcony; flower boxes must be on the *inside* of the balcony.
- f) Residents are responsible for keeping these planters and flower boxes neat and tidy in appearance at all times year-round and must have trays below them to catch water run-off.

44. Exterior Appearance

- (1) For consistency, the backing of all window treatments visible from the exterior of the building must be the same neutral colour as the original blinds installed by the developer.
- (2) The *Strata Property Act* requires that all exterior alterations must receive prior approval of the strata council in writing. This includes attaching anything to the building or common areas (this includes satellite dishes, changing suite number signs, exterior lighting fixtures, etc.)

45. General

- (1) No owner shall use any part of the common property for storage except as permitted in writing by the council. No owner shall keep floor mats, rugs, furniture, shoes, strollers, umbrellas and garbage bags outside their door in the hallways. No owner shall store any items on their parking space or private garage.
- (2) For consistency, the suite numbers must be displayed on the exterior side of the private suites and must not be changed or altered.
- (3) No owner and/or resident shall:
 - a) Do anything or permit anything to be done that will increase the risk of fire or the rate of fire insurance on the building or any part thereof, or
 - b) Do anything or permit anything to be done that is contrary to any of the provisions, rules or ordinances of any statute or municipal bylaw.
- (5) The sidewalks, walkways, passages and driveways of the common property shall not be obstructed or used for any purpose other than entering or exiting from the

building, the strata lots and parking areas within the common property. No access doors or common area doors are to be propped open or left in an unlocked position at any time.

- (6) No mops, rugs or dusters of any kind shall be shaken and no refuse or any other objects shall be thrown out of any windows or doors, or from any balcony or deck/patio of a strata lot.
- (7) Owners and/or residents are to take care when washing their balcony or patio/deck that an undue amount of water shall not be poured onto the balcony as this may cause the unit below to suffer the dirty water draining off. Damp mopping is the best method of cleaning balconies.
- (8) Ordinary household refuse and garbage shall be removed from each strata lot and deposited in containers provided by the strata corporation for that purpose. All garbage shall be plastic-bagged and tied before depositing.
- (9) All large items that should not be deposited into the compactor shall be left in an area designated by the resident manager. The strata corporation will arrange for removal of large items from a designated storage area.
- (10) No owners or occupants of a strata lot, or their guests shall do anything on common property likely to damage the plants, bushes, flowers or lawns, and shall not place objects of any kind on the garden areas so as to damage them, or prevent reasonable growth.
- (11) An owner, occupant or agent of an owner may not display an advertising sign of any type upon any strata corporation property where it is visible to the general public, except in designated areas, nor will any of the above persons leave open or unlocked any entrance door to the building for the purpose of "open house" selling.
- (12) Any signage for open houses must be left free-standing outside the front areas, including the suite number so the visitors may dial on the intercom. No signs may be posted to the doors/windows.

46. Moves

- (1) All move-ins and outs of the building shall be booked at least 72 hours in advance with the management company.
- (2) A resident of a residential strata lot must pay:
 - (i) a non-refundable move-in fee of \$150 for any move-in to a residential strata lot; and

- (ii) a non-refundable move-out fee of \$150 for any move-out of a residential strata lot, payable in advance at the same time as the move-in fee under paragraph (i) above.
- (3) Moving can take place Monday to Sunday, 9:00 a.m. to 12:00 noon and 1:00 p.m. to 4:30 p.m.
- (4) There will be a \$200 refundable move-in deposit and there will be a pre- and post-inspection. If it is noted that the cost of the repairs would be more, the cost would be billed back to the resident.

47. Fire Inspection

- (1) All owners are responsible for the cost of maintaining and replacing the heat detector, smoke detector, door hinge and other parts of the fire and safety system of the building which are within the boundaries of the Strata Lot. Strata Lot Owners shall keep the in-suite detectors in operating condition at all times. Failure to do so will result in a fine of **\$50.00** for each month the smoke detector is not functioning. The Strata Lot Owner is responsible for their tenant's compliance with this rule. The Strata Council reserves the right to do spot-checks to ensure compliance.

The Strata Corporation will provide for an original inspection and must be given access to all the units after being given a minimum of four (4) weeks' notice. If original inspection is missed, the Owner will be charged the cost of a second inspection. If the second inspection is missed, a locksmith will be on hand to gain access at that time. All extra costs will be chargedback to the Owner.

- 48.** No one shall be allowed to skateboard, rollerblade, or bring any shopping carts except for personal folding carts into the building, the parking areas or any other common areas at any time.

49. Privacy Policy

The Strata Corporation BCS3550 adheres to the BC *Personal Information Protection Act* (PIPA). PIPA sets out how BC organizations, including corporations (including strata corporations), sole-proprietorships, partnerships, and non-profit organizations, may collect, use and disclose personal information about individuals.

Under PIPA:

- (1) The strata corporation may collect, from time to time, certain personal information of owners, tenants and occupants including but not limited to:
 - (i) the name, home address, and home telephone and/or cell phone numbers

of owners, tenants and occupants.

- (ii) e-mail addresses,
 - (iii) banking information, in the case of owners, for payment of strata fees,
 - (iv) video images and voice recordings obtained during the use and operation of the video surveillance system installed or to be installed in the building by the strata corporation in the following locations, with signage noting operation and monitoring and operational 24 hours a day, 7 days a week;
 - (a) Exterior entrance/exit locations for pedestrian and vehicle traffic
 - (b) Interior entrance/exit locations in common areas
 - (c) Common activity areas such as gym and pool area
 - (d) As needed in other interior/exterior common property or limited common property areas to address security, physical safety, illegal actions or bylaw infractions.
 - (v) Information and data recorded and collected during the use and operation of the access control system (e.g., key fobs) installed in the building that monitors access to and from the common areas of the building 24 hours a day, 7 days a week.
- (2) Personal information recorded and collected will not be disclosed to any person, other than: the building manager, the strata corporation's strata agent; elected members of the strata council during the course of exercising the powers and performing the duties of the strata corporation; the strata corporation's legal counsel; or law enforcement personnel, except:
- (i) When required or authorized by law to do so
 - (ii) When disclosure is consented to in writing by an owner, tenant, or occupant
 - (iii) To update banking or financial records
 - (iv) When required to collect outstanding strata fees or other amounts due and payable to the strata corporation
 - (v) During the course of a criminal investigation involving vandalism to or theft of common property or common assets of the strata corporation, vandalism to or theft of personal belongings of owners, tenants, occupants, visitors and invitees, or the physical assault of an owner, tenant, occupant, visitor, or invitee.
- (3) The strata corporation will take all reasonable precautions to ensure that personal information is kept safe from loss, unauthorized access, modification or

disclosure.

- (4) This bylaw authorizes the collection of personal information using the video surveillance system and access control system for the following purposes only:
 - (i) to monitor access to and from the common property areas of the building
 - (ii) to protect personal property of owners, tenants, occupants, visitors and invitees
 - (iii) to protect common property and common assets of the strata corporation
 - (iv) to protect the security and physical safety of owners, tenants, occupants, visitors and invitees to the building
- (5) Personal information collected from the use and operation of the video surveillance system and access control system is retained by way of electronic data storage for up to 14 days on the strata corporation's computer data storage system, at which time the personal information recorded is permanently deleted from the system's computer hard drives. If an incident is reported within the 14 day period and a request is made to view the recording of a specific individual's personal information, relevant portions of the stored data can be copied to an exterior storage device for future review.
- (6) Requests for access to view a specific individual's personal information, other than access to view those portions of the video surveillance or access control system that contain personal information for the individual requesting access, must be made in writing and delivered to the strata corporation's strata agent. Subject to PIPA and these bylaws, the strata agent will make the requested information available within 14 days from the date of the request and copies will be provided for a reasonable fee.
- (7) Request for access to view personal information recorded and collected using the video surveillance system and the access control system must be made in writing and may be emailed to the building manager. Provided that the personal information has not previously been recorded over, and subject to PIPA and these bylaws, the building manager will make the requested stored data available for inspection within 72 hours from the date of the request.

50. Insurance and Chargebacks

- (1) If an owner of a strata lot or any person for whom the owner of a strata lot is responsible, including, without limiting the generality of the foregoing, an occupant, tenant, visitor, agent, or employee, of the owner or his strata lot causes damage, directly or indirectly, to common property, including limited common property, to common assets or to any strata lot, then the owner of the strata lot

with which the cause of the damage is associated will be held strictly liable for the cost of repairing such damage without the requirement that the Strata Corporation demonstrate that the owner or any person for whom the owner or any person for whom the owner is responsible as set out herein was negligent in causing the damage. In such circumstances, the owner will indemnify and save harmless the Strata Corporation from the cost and expense of any maintenance, repair or replacement rendered necessary to the common property, including limited common property, common assets or to any strata lot, including, but not limited to, any expense not covered by the proceeds of insurance, including the insurance deductible.

- (2) An Owner must pay the insurance deductible portion of any insurance claim filed by the Strata Corporation within ninety (90) days of the written issuance of the charge if such claim results from damages caused to the common property, including limited common property or common assets by the negligence or accident of the Owner or Owner's tenant, resident, or guest.
- (3) An Owner must purchase individual contents and liability insurance for their strata lot.

51. Pets

- (1) An owner, occupant must not keep any pets on a strata lot other than one or more of the following:
 - (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) 2 dogs or 2 cats or 1 dog and 1 cat.
- (2) Under extreme circumstances the Strata Council may declare a pet a nuisance and may order the pet to be removed from the premises. This can be done only after all other corrective measures have been exhausted, including sending the owners a minimum of three (3) written notices and related fines.
- (3) Pet owners shall be responsible for the removal and cleanup of all pet waste which is left anywhere on the Vita property, including common property and limited common property.
- (4) No pets are permitted on any part of the fifth floor common amenity areas.
- (5) Owners are responsible for any damages caused by their pets.

- (6) An owner/resident will not permit his/her pet to travel on common property unless the pet is leashed (leash must not be over six (6) feet in length) and under the owner/resident's control or his designates' control.
- (7) All pets must be registered with the Strata within two (2) weeks of moving in or obtaining the pet.

52. Smoke Free Building

Due to the increased risk of fire, increased maintenance costs and known health effects of exposure to second hand smoke.

- (1) No smoking is allowed
 - a. In a strata lot;
 - b. On the interior common property, including but not limited to in hallways, elevators, parking garages, electrical and mechanical rooms, stairs, storage locker areas;
 - c. On patios and balconies; and
 - d. Within 6 metres of a door, window or air intake.
- (2) "Smoking" for the purposes of this bylaw, means releasing into the air gases, particles, or vapors as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products, except when the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term "Smoking" includes, but is not limited to, tobacco smoking, smoking using electronic cigarettes, marijuana smoking, and crack cocaine smoking.

All persons, including but not limited to owners, tenants, occupants and visitors must comply with this bylaw. Owners and tenants must ensure that this bylaw is not violated by their visitors or anyone else they let into the complex.

53. Growing of Cannabis

- (1) The growing or cultivation of non-medical cannabis is prohibited:
 - a. In a strata lot;
 - b. On the interior common property, including but not limited to hallways, elevators, parking garages, electrical and mechanical rooms, stairs, storage locker areas; and
 - c. On patios and balconies.
- (2) The growing or cultivation of medicinal cannabis must be approved in advance by the Strata Council and is subject to proof of all required licensing.

END NOTES:

Bylaws have been registered at Land Titles Office on an ongoing basis. These have included new bylaws and amendments to bylaws previously registered. The Bylaws listed herein are those currently in place for Strata Corporation BCS3550. Owners will be advised accordingly of any changes in the future. The following is a listing of registration numbers and dates of registration for owner's reference.

BB117551	Bylaw Additions 5(4)(a) and (b), 38-46 As passed at SGM June 14, 2010
BB1749033	Bylaw Additions 3(3)(a) As passed at AGM March 28, 2011
CA3070750	Bylaw Amendment/Addition 1 (2)(3)(4), 35(a), 47(1) and 48 As passed at AGM February 25, 2013
CA3643987	Bylaw Amendment/Addition 41(2), 45(4) - deleted, 50(1), and 49 As passed at AGM February 25, 2014
CA4267146	Bylaw Additions 51 (1)(2)(3)(4)(5)(6)(7), 52 (1)(2)(3)(4)(5) As passed at AGM February 24, 2015
CA5010045	Bylaw Replacement 52 As passed at AGM February 23, 2016
CA6735812	Bylaw Additions 3. (4), 35, 53 Bylaw Amendments 42. (2) a), 46. (2) As passed at AGM February 27, 2018
CA7428874	Bylaw Amendment/Addition 2(3), 3(4)(4.1), 23(1-4), 24 - repealed As passed at AGM February 25, 2019