

35 PARK WEST – STRATA CORPORATION EPS4950 RULES

Adopted at the April 14, 2020 Strata Council Meeting

Use of Property

1. 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.
2. No growing and smoking of marijuana or cannabis plant is allowed in the strata lot units or anywhere in the limited common and common properties.
3. 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 10:00 p.m. until 7:30 a.m. from Sunday to Thursday and 11:00 p.m. until 8:00 a.m. on Friday and Saturday, at which time Owners and everyone else on the premises are expected to take special care and attention to not make noise.
4. 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.
5. 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. Window coverings must be the same color, and same size. Any drapes visible from the exterior of the building must be lined with the color of the original blinds.
6. No personal items such as doormats, toys, bicycles, walkers, shoes, etc. shall be left or stored on the common property.
7. No children or pets are allowed to play in the hallways, elevators, lobby or any other common area of the Strata plan except in designated recreation areas.
8. All notices must be posted on the bulletin boards with the consent from the Strata council or our agents.
9. Balcony cleaning must be done with a damp mop. No garbage and excessive water is allowed to be swept out of balcony. Garbage must be properly disposed.

10. Neither children nor pets may be left unattended on a balcony.
11. Smoking or burning of flammable materials in the limited and common areas is punishable by a fine of \$50 for any offence.
12. A Resident shall not leave or store personal items, including without limitation, toys, bicycles, door mats or walkers, etc. in any hallway, walkway, lobby or landing at any time because such items detract from the overall appearance of the Common Property and Building and pose a safety hazard and breach the fire code. 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.
13. Hot tubs, freezers or sheds are not permitted on patios or balconies with the exception of those originally installed by the Developer.
14. NO signs, billboards, notices, placards or other advertising matter shall be placed on any part of the strata lot or on the common property. Signs allowable under federal, provincial or municipal election regulations shall be permitted. (*August 6, 2020 SCM*).
15. An owner, tenant, occupant or visitor must not use common property electrical outlets without the approval from Strata Council. (*August 6, 2020 SCM*).
16. Halloween decoration is allowed on the balcony and patio between October 13 to November 1. Christmas decoration is allowed on the balcony and patio between December 1 to January 15. Residents must not hang or post decoration that alters the common appearance without Strata Council's approval. (*October 19, 2020 SCM*).
17. No lockbox is allowed in the common property, without Strata Council's approval, and it will be immediately removed without notification. (*November 16, 2020*)
18. No bird feeder is allowed in the common and limited common properties, including the balconies. (*January 18, 2021*)
19. No hot tub installation on the balcony or patio is allowed. (*January 18, 2021*)

Alteration to Strata Lot

1. Any alteration to a Strata Lot or to limited common property that has not received the prior written approval of council must be removed at the Owner's expense if the council orders that the alteration be removed. An Owner who receives approval will be liable for all costs connected to the alteration, including the cost of repairing

and maintaining the alteration and the cost of repairing and maintaining the common property or a Strata Lot if such repair is required as a result of the alteration. An Owner who receives approval may be required by the council to sign an Assumption of Liability Agreement.

2. The Owner will be responsible to obtain the applicable building permits prior to commencing the work, and obtaining such permits is a condition of the council's approval.
3. An approved alteration shall be done between the hours of 9:00 a.m. and 5:00 p.m. or at such other times as prescribed by council. No construction work to be done on Sundays or statutory holidays.

Moving Procedures

1. Moves are restricted to the hours between 8:00 a.m. to 4:00 p.m. on Mondays to Fridays and between 10:00 a.m. to 3:00 p.m. on Saturdays. No moving allowed on Sundays and holidays. Each move must be completed in 4 hours.
2. An elevator without floor mats and wall pads installed to protect the elevator floor and walls shall not be allowed to be used for moving.
3. A moving party shall allocate one person attending at the lobby door at all time, or the moving party shall keep all lobby doors closed and locked when unattended.
4. An Owner is responsible for all moves in or out of their Strata Lot and the cost to repair any damage to Common Property resulting from a move. Any damage occurring because of a move, will be assessed by the Property Manager along with the moving party and will be charged to the Owner. The assigned building caretaker will conduct an inspection before and after the move, and will report to the Property Manager for further assessment if damages occur.
5. A refundable fee of \$200.00 in cheque shall be deposited to the Strata Corporation before a move in or move out can proceed. The deposit will be returned after the move is complete and no damage is found during the inspection.
6. A non-refundable move-in fee of \$150.00 must be paid by the Owner to the Strata Corporation before each move can proceed. This does not apply to the original buyer with the developer.

Parking

1. Owners, tenants and occupants will be responsible for the clean up of oil spills and exhaust pollutant on common property and the limited common property. Upon notification by the Strata Agent, Owners shall clean up all stains within seven (7) days. Should such clean up not occur, the Strata Agent will have the stain cleaned up and a minimum clean up charge of \$100.00 will be assessed to the Strata Lot.
2. No parking is permitted except in a designated parking space, nor shall a vehicle be parked in a manner, which will reduce the width of the driving aisle within the residential parkade. Vehicles reducing the width of the driving aisle within the residential parkade will be towed at the owner's expense.
3. Motor vehicles are not permitted to be parked in a manner that will reduce the width of the garage, roadway, neighbour's parking stalls, stairwells and/or walkways.
4. The speed limit within the common property is 10 kilometers per hour.
5. All motor vehicles and motorcycles in the parking area must display valid license plates or provide a copy to the Strata Corporation. Vehicles not displaying valid license plates must clearly display in the vehicle a copy of valid storage insurance (for a minimum of \$1,000,000.00 liability).
6. For security protection of property, Residents entering or leaving the parking garage must wait until the security gate has fully closed before proceeding. If more than one vehicle is entering or leaving the parking area, it is the responsibility of the driver of the trailing vehicle to wait until the security gate has fully closed before proceeding.
7. Only operable street legal vehicles can be stored or parked in parking stalls (i.e. no boats, trailer, etc.).
8. Any vehicle which does not comply with this bylaw will be removed/towed at the owner's expense, and the contravention of above rules is subject to a maximum of \$50 rule fine.
9. A \$45.00 per month fee will be assessed to the unit Owner/Residents for the use of the common area electrical outlet located in their parking stalls.
10. Vehicles must be parked in a way that do not interfere into the driving lane.
(January 18, 2021)

Garbage Room

1. Garbage and recycling should be disposed of properly, and in the garbage room.
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. All garbage shall be properly bagged and securely tied in plastic bags before being taken to be placed in the garbage receptacles. Empty cardboard boxes will be collapsed before they are placed into the garbage container specifically for cardboard.
4. All recycling must be disposed into the correct recycling bins.
5. 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.
6. 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.
7. No garbage is to be thrown, left and/or deposited in the stairwells or fire exits.
8. No garbage is to be left outside strata lots or in the hallways on any floor of the building.
9. Littering is punishable by a fine of \$50. Any unwanted junk or garbage left in the garbage room or any common area is subject to a disposal fee of up to \$100, as well as an applicable bylaw fine.
10. In the event of the garbage bin, recycle bin and recyclable bins left in alley awaiting for pickup, the residents, owners and tenants are responsible to dispose the garbage and recycles into the appropriate bins, and not to leave on the floor in the garbage room.

Realtor “For Sale” Signage

- (1) The Owner, Owner’s Agent or Realtor shall ensure that the Sign:
 - (a) is of a temporary nature;
 - (b) is no larger than 10 inches by 20 inches;
 - (c) is displayed in the designated area for no more than 120 days;
 - (d) and is reviewed with written approval from Strata Council;

- (2) 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.
- (3) 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.
- (4) Violation of the above Rules will result in \$50 fine for each rule.

Privacy

1. The strata corporation may collect, from time to time, certain personal information of owners, tenants, and occupants including but not limited to:
 - (a) the name, home address, and home telephone and/or cell phone numbers of owners, tenants and occupants;
 - (b) e-mail addresses;
 - (c) banking information, in the case of owners, for payment of strata fees;
 - (d) 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 the operation and monitoring and operational 24 hours a day, 7 days a week:
 - (i) Exterior entrance/exit locations for pedestrian and vehicle traffic and common property parking facilities;
 - (ii) Interior entrance/exist locations in common areas;
 - (iii) Common activity areas such as amenity room;
 - (iv) As needed in other interior/ exterior common property or limited common property areas to address security, physical safety illegal actions, or bylaw infractions.
 - (e) information and data recorded and collected during the use and operation of EPS3680's 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:
 - (a) when required or authorized by law to do so;
 - (b) when disclosure is consented to in writing by an owner, tenant, or occupant;

- (c) to up-date banking or financial records;
 - (d) when required to collect outstanding strata fees;
 - (e) 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; or
 - (f) when deemed necessary by the Strata Council.
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:
 - (a) to monitor access to and from the common property areas of the building;
 - (b) to protect personal property of owners, tenants, occupants, visitors and invitees;
 - (c) to protect common property and common assets of the strata corporation;
 - (d) 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 will be 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 and collected will be recorded over. 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 and law enforcement personnel are authorized to view the personal information recorded and collected in this manner and only under the following circumstances:
 - (a) when required or authorized by law to do so
 - (b) when disclosure is consented to in writing by an owner, tenant, or occupant; 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; or
 - (c) when written complaints are received by the strata council regarding the alleged breach of the following bylaws and personal information recorded and collected is available to be viewed to enable the strata council to verify the existence of the bylaw breach.

6. Requests for access to view a specific individual's personal information, including 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. Access to the specific individual's personal information, other than personal information recorded and collected using the video surveillance system and the access control system, will be made available in the presence of an elected member of the strata council or the strata corporation's strata agent, within 14 days from the date of the request and copies of personal information will be provided and a reasonable fee will be charged for the copies of the personal information. Personal information recorded and collected using the video surveillance system and the access control system will, provided that the personal information has not previously been recorded over, be made available for inspection within 24 hours from the date of the request and a reasonable fee will be charged for the inspection of that personal information.

Rental Storage Lockers Rules – Adopted at July 9th, 2020 Strata Council Meeting

- (a) Rental storage lockers are located in Bike Locker Rooms 1.1, 1.2 and 1.3.
- (b) A resident must not store any hazardous or flammable substances in rental storage lockers.
- (c) An inventory of the occupied rental storage lockers, together with a list of owners on a waiting list, is to be maintained by the Strata Agent as well as the Building Manager.
- (d) Rental storage lockers are available for rent to residents (owners or tenants) residing in the building only. Tenants must apply for these rental lockers through their landlords.
- (e) Rental storage lockers will be rented on a first-in, first-out basis, for a maximum term of one-year (12 months). Limit of one rental storage locker per Strata Lot.
- (f) Resident owners (and tenants through their landlords) must submit an application for the rental storage lockers and pay the rental annual fee of \$540 by cash, cheque, or pre-authorized debit upon approval before the resident can occupy the rental storage locker.
- (g) Residents who apply for a rental storage locker will be placed on the waiting list when all rental storage lockers are presently occupied.
- (h) Residents must remove all items from the rental storage locker upon expiry or termination of the rental locker agreement, to be completed no later than midnight [11:59pm] on the last day listed on the rental storage locker agreement. The Strata Corporation reserves the right to remove the lock and contents of a rental storage locker, and dispose of the same without liability, if items have not been removed at the end of the rental term agreement. Any and all costs incurred in the disposal of items left behind will be charged back to the owner.
- (i) Rental storage lockers cannot be sub-leased from the rental storage locker user as this constitutes a violation of the By-laws/Rules. The rental storage locker

- agreement will be deemed null and void.
- (j) There is no automatic renewal of rental storage lockers. Residents must apply for rental storage lockers on a yearly basis. If there are residents on the waitlist, the strata will employ the first-in, first-out rule (Section e) to determine which owners need to return their rental storage lockers. Residents who lose their rental storage lockers can ask to be placed on the waitlist, which will also use the first-in, first-out procedure for assigning rental storage lockers.
 - (k) Residents must inform the Strata Corporation in writing 30 days before move-out to terminate the rental storage locker agreement for reimbursement of unused months (refunds are pro-rated on a monthly basis).
 - (l) All rental storage locker agreements start on the 1st of the month.
 - (m) The Strata Corporation reserves the right to remove the lock and contents of a rental storage locker and dispose of same, without liability, should a resident violate the By-laws and/or Rules relating to the use of their rental storage locker. Any and all costs incurred in the disposal of items left behind will be charged back to the owner.

Rules for the Gardening Plots – Adopted at the October 19, 2020 Strata Council Meeting

- 1) An Owner, tenant, occupant, or visitor of a strata lot must:
 - a) not access or use any gardening plot other than the gardening plot specifically assigned to his or her strata lot;
 - b) not rent or lease any gardening plot specifically assigned to his or her strata lot or otherwise permit the gardening plot to be regularly used by anyone who is not an owner, tenant, or occupant in the development;
 - c) only use the gardening plots daily from 7:00 a.m. to 8:00 p.m.;
 - d) not pick, destroy or vandalize any plant, flower, shrub or other planting in another owner's gardening plots;
 - e) not plant, grow, or maintain any plant, fruit, flower, shrub or other planting (with or without extensive root systems) which may either:
 - i) extend into neighbouring gardening plots or the gardening terrace. All plants, flowers, shrubs and other plantings in the gardening plots must be wholly contained within such gardening plots; and
 - ii) extend downward damaging the membrane located at the bottom of every gardening plot;
 - f) keep all areas of the gardening plots in a neat and clean manner, with all trash, debris, clippings and dead plants removed and placed in the appropriate container;
 - g) not leave tools or other items unattended;
 - h) not use the gardening hose unless he or she was specifically assigned a gardening plot.
 - i) not plant, grow, or maintain grow any plant, flower, shrub or other planting in a gardening plot which requires excessive watering (e.g. wetland taro, watercress or lotus);
 - j) not plant, grow or maintain any illegal drug plants in the gardening plots;

- k) not use pesticides on or around the gardening plots which may pose health risks to humans;
 - l) not use herbicides (of any kind whatsoever) in the gardening plots;
 - m) not store dangerous or hazardous chemicals or other products in any other part of the gardening plots;
 - n) not permit his or her pet to be on that part of the gardening plots which comprises the gardening plots.
- 2) Those Owners, tenants, and occupants of the strata lots that were specifically assigned a gardening plot must maintain their gardening plots on a regular basis (at least once a week during growing season) in a well-tended, weeded, sanitary neat and tidy manner.
- 3) If an Owner of a strata lot that was specifically assigned a gardening plot is not maintaining his or her gardening plot in a satisfactory manner, the Strata Corporation may impose fines on the Owner pursuant to these Rules or may reasonably remedy that owner's gardening plot and charge the owner with the reasonable cost of such remediation or assign the plot to another strata lot.
- 4) Assignment of the gardening plots will be conducted by the Strata Council as equitably as possible.
- a) There are 19 total gardening plots available for use. Sizes are in the range of 40" x 62" to 40" x 70" with the exception to a smaller sized plot about 40" x 24". Assignment of gardening plots will happen on a first come first serve basis based on availability and the resident's preference. The duration of an assignment is for a maximum term of 11 months, between January 1 to November 30. Limit one gardening plot per Strata Lot.
 - b) An inventory of the occupied gardening plots, together with a list of owners on a waiting list, is to be maintained by the Strata Agent as well as the Building Manager.
 - c) Gardening plots are available for usage to residents (owners or tenants) residing in the building only. Tenants must apply to use these gardening plots through their landlords.
 - d) Residents who already have exclusive use of a gardening plot can apply for a second gardening plot if there are spare gardening plots that have not been assigned for over a period of 1 month.
 - e) Resident owners (and tenants through their landlords) must submit an application to be assigned a gardening plot. The resident must wait for approval before the resident can begin usage of their assigned gardening plot.
 - f) Residents who apply for a gardening plot will be placed on the waiting list when all gardening plots are presently occupied.
 - g) Residents are responsible for clearing their gardening plot at the end of their assignment term, to be completed no later than the last day listed on the assignment agreement. The Strata Corporation reserves the right to remove any plants, flowers, shrubs, etc. without liability if the items have not been removed by the end of the assignment term. If the assigned area has not been cleared by the end of the agreement, any and all costs associated

with the removal of plants left behind and subsequent cleanup will be charged back to the agreement holder. Failure to abide by this rule will result in loss of privilege for next year garden plot use.

- h) There is no automatic renewal of these gardening plot assignments. Residents must apply on a yearly basis. If there are residents on the waitlist, the strata will employ the first-in, first-out rule to determine which owners need to clear their gardening plots. Residents who lose their gardening plots can ask to be placed on the waitlist, which will also use the first-in, first-out procedure for assigning gardening plots.

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