

# BYLAWS

**Attached are the Bylaws for Strata Plan EPS 5940.  
For legal purposes, please obtain a true copy of the  
Bylaws as registered in the Land Title Office.**

*Please note: This Bylaw package may or may not  
contain the basic Bylaws of the Strata Property Act.*

**Date:**

Registered: December 19, 2019

**Registration #:**

Registration #: CA7943041

**Bylaws****Division 1 — Duties of Owners, Tenants, Occupants and Visitors****1. Payment of strata fees**

1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate. Pursuant to Section 107 of the Act, strata fees not paid by the 10th day of the month to which they relate are subject to interest at 10% per annum, compounded annually until paid.

1.2 When arrears of strata fees exceed two monthly payments a lien may be placed by the Strata Corporation on the Strata Lot involved at the owner's expense for the total monies due, including all legal and other expenses.

1.3 Pursuant to Section 108 of the Act, a special levy or instalment on account of a special levy not paid within 10 days of the date payable is subject to interest at 10% per annum compounded annually until paid.

1.4 Common expenses shall be apportioned in the following manner:

(a) Common expenses which only benefit one strata lot will be allocated to that strata lot;

(b) Common expenses which benefit all strata lots will be allocated to the individual strata lots in the proportion that the unit entitlement of each strata lot bears to the aggregate unit entitlement of all strata lots;

(c) If a strata lot requires a utility, service or other expense not supplied to all strata lots the cost shall not be a common expense but if this utility, service or other expense is not separately metered or billed so as to measure the use thereof by the strata lots to which it is supplied, the cost of such utility, service or expense shall be apportioned and charged to the strata lots to which it is supplied based on the respective unit entitlements of the strata lots to which it is supplied.

**2. Repair and maintenance of property by owner**

2.1 An owner must repair and maintain the owner's strata lot, except for repairs and maintenance that are the responsibility of the strata corporation under these bylaws.

2.2 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.

2.3 An owner of a strata lot must not carry out any electrical, plumbing or other work in the owner's strata lot except by qualified, licensed plumbers, electricians and other tradespersons approved by the strata council, which approval the strata council will not unreasonably withhold or delay.

2.4 An owner must not carry out any repair or alteration in the owner's strata lot to the building security system or fire sprinkler system except by the contractors retained by the strata corporation to maintain the security system and fire sprinkler system.

### 3. Use of property

3.1 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, or
- (b) causes unreasonable noise, or
- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot, or
- (d) is illegal, or
- (e) without limiting subsection 3.1(d), contravenes any applicable bylaw, order or regulation of the City of Port Moody, or
- (f) results in the emission of objectionable odour, or
- (g) is inconsistent with these Bylaws or 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.

3.2 An owner, tenant, occupant or visitor of a strata lot must not:

- (a) alter, supplement or remove the window coverings originally installed in the strata lot other than to replace them with substantially similar window coverings in the same color and style if necessitated by damage or wear;
- (b) use the balcony, patio or deck of the owner's strata lot for storage, or place on the balcony of the owner's strata lot any clothesline, rack, storage unit, bicycle, motorcycle, box, machine, equipment (including any satellite dish, antennae, transmitter, transponder or the like) or anything else that affects the consistency of the exterior appearance of the building;
- (c) hang or leave out on the balcony, patio or deck or any limited common property of the owner's strata lot any clothing, laundry, rug, flag or anything else unsightly;
- (d) affix anything, including but not limited to hanging baskets or awnings, to the building exterior or balconies;
- (e) place any plants directly on a balcony membrane or flooring unless in a "water catcher" that prevents water from escaping onto the floor or membrane, or allow any plants on a balcony to grow higher than the balcony rail or any water from plants to escape onto the balcony membrane or over the edge of the balcony;
- (f) partly or fully enclose or install or place on the balcony, patio or deck of the owner's strata any plastic, glass or other material to block wind or sun or for any other purpose;
- (g) smoke any substance on, in or adjacent to any limited common property or common property or any land that is a common asset or any place from which

smoke may emanate and adversely affect or irritate any other owner, occupant or visitor;

- (h) put up any sign, advertising or notice of any kind on the owner's strata lot that may be visible from outside of the strata lot, or on the common property except "for sale" or "for lease" signs in the location and in the manner designated from time to time by the strata council for that purpose;
- (i) deposit garbage on the common property except in the location and in the manner designated from time to time by the strata council;
- (j) shake carpets or rugs or throw or drop any object over the edge of a balcony;
- (k) keep or use any outdoor heater or barbecue, other than a gas or electric heater or barbecue, on any balcony or patio;
- (l) install any indoor-outdoor carpeting on any balcony or patio;
- (m) install or allow to remain in place any holiday decorations or decorative lights visible outside the building prior to December 2 in any given year or after the following January 15;
- (n) grow, cultivate or produce marijuana, cannabis or other hemp product in any strata lot or on any common property or limited common property;
- (o) leave the door to the garage located within or forming part of the owner's strata lot open while the garage is not in use;
- (p) convert, allow to be converted or use the garage located within the owner's strata lot for the purposes of a bedroom or any other living area.

3.3 An owner, tenant, occupant or visitor of a strata lot must not deposit garbage on the common property except in the location and in the manner designated from time to time by the strata council.

3.4 An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

3.5 An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:

- (a) a reasonable number of fish or other small aquarium animals;
- (b) a reasonable number of small caged mammals;
- (c) up to two caged birds;
- (d) up to two dogs or two cats, or one of each but not any dog that is a Pit Bull, American or Staffordshire Terrier or Rottweiler or any mix of these breeds.

3.6 Without limiting the foregoing, an owner, tenant or occupant must not keep on a strata lot any exotic animal or pet including without limitation, any wild animal, snake, reptile, scorpion or spider.

3.7 An owner, tenant, occupant and visitor must:

- (a) keep a pet quiet, under control and on a leash or otherwise secured and must not leave a pet unattended when on the common property or on land that is a common asset;
- (b) prevent a pet from urinating and defecating when on the common property or on land that is a common asset, and must immediately and completely clean up excrement and other messes and repair any damage caused by a pet;
- (c) prevent incessant crying or barking from a pet that is heard from outside the owner's strata lot and
- (d) not feed any wild birds such as pigeons, seagulls, geese, crows and starlings from or on any strata lot, common property or limited common property.

3.8 A pet owner must register any pet with the strata corporation within 30 days after the pet starts to be kept on a strata lot by providing the name, breed, coloring and markings of the pet, and a true colour photograph of the pet and the owner's name, address and telephone number(s).

3.9 The strata council may prohibit a pet from being kept on a strata lot and order the pet owner to permanently remove the pet from the strata lot if the pet is found by the strata council to be a chronic annoyance to any resident and the cause of unreasonable interference with the use and enjoyment of any strata lot or any common property or land that is a common asset, or if the owner of the pet is found by the strata council to be in contravention of any pet bylaw. The owner of the strata lot must pay all costs (including legal costs on a solicitor and own client basis) incurred by the strata corporation to enforce such permanent removal of a pet from the strata lot.

3.10 The strata corporation may impose reasonable user fees for the use of common property or common assets, which user fees may be a fixed amount or an amount determined on a reasonable basis, including but not limited to, the following:

- (a) the user's rate of consumption;
- (b) the recovery of operating or maintenance costs by the strata corporation;
- (c) the number of users; and
- (d) the duration of use.

#### **4. Inform strata corporation**

4.1 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.

4.2 On request by the strata corporation, a tenant must inform the strata corporation of his or her name and provide proof of contents and liability insurance coverage which includes coverage for any insurance deductible payable under the insurance policy maintained by the strata corporation.

4.3 If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy. Without limiting the generality of the word "responsible" an owner is responsible for the owner's own acts or omissions, as well as those of any of the tenants, occupants, visitors, agents, contractor, employees, children, or pets of the strata lot or the owner. For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the strata insurance proceeds received by the strata corporation and will be charged to the owner.

4.4 Owner is responsible for and strictly liable to the strata corporation and to other owners and occupants for any damage to common property, limited common property, common assets or to any strata lot caused by any of the following items located in the owner's strata lot:

- (a) Dishwasher;
- (b) Refrigerator with ice/water dispensing capabilities;
- (c) garburator;
- (d) clothes washing machine or dryer;
- (e) stove, range or microwave;
- (f) heating system;
- (g) any blocked drain on the deck, balcony, patio, or roof deck designated as limited common property for the owner's strata lot;
- (h) toilets, sinks, bathtubs, hot water tanks and, where located wholly within the strata lot and accessible to the owner, plumbing pipes, fixtures, systems and hoses; and
- (i) anything introduced into the strata lot by the owner.

4.5 An owner will indemnify and save harmless the strata corporation from the expense Of any maintenance, repair or replacement necessary to the common property or to any strata lot, including fire sprinkler heads, by the owner's act, omission, negligence or carelessness or by that or any member of the owner's family, guest, relation, agent or tenant, but only to the extent that such expense is not met by the strata corporation's insurance coverage. The deductible paid or payable by the strata corporation will be considered an expense not covered by the strata corporation's insurance coverage. Such amount is due and owing to the strata corporation from an owner pursuant to this bylaw will be charged to the owner as soon as possible and, in particular, where appropriate, in the month next following the due date on which the expense was incurred and will become due and payable on the date of payment of the owner's assessment for that month.

**5. Obtain approval before altering a strata lot**

5.1 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 a building;
- (b) the exterior of a building, including the painting of any part of the exterior of a building;
- (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
- (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
- (e) fences, railings or similar structures that enclose a patio, balcony or yard;
- (f) the attachment of any sunscreen, greenhouse, antenna, satellite dish or receiver or any appurtenances thereto;
- (g) common property located within the boundaries of a strata lot;
- (h) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

5.2 The strata corporation may require the owner to submit detailed plans and specifications of any proposed alteration under this bylaw.

5.3 The strata corporation must not unreasonably withhold its approval under subsection 5.1, but may require, among other things, as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

**6. Obtain approval before altering common property**

6.1 An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.

6.2 The strata corporation may require the owner to submit detailed plans and specifications of any proposed alteration under this bylaw.

6.3 The strata corporation may require as a condition of its approval, among other things, that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

**7. Permit entry to strata lot**

7.1 An owner, tenant, occupant or visitor must allow a person authorized by the strata council to enter the strata lot:

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and

(b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act.

7.2 An owner, tenant, occupant or visitor must, at a reasonable time, on 48 hours' written notice, permit the developer's building consultants and the consultants or representatives of any warranty provider in connection with the construction of the development, to have access to the development from time to time during construction thereof and after completion of construction, for the purpose of inspecting and monitoring the building envelope and other components of the buildings comprising the development.

7.3 The notice referred to in subsections 7.1(b) and 7.2 must include the date, approximate time of entry and the reason for entry.

## **Division 2 — Powers and Duties of Strata Corporation**

### **8. Repair and maintenance of property by strata corporation**

8.1 The strata corporation must repair and maintain all of the following:

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property or does not form part of a private garage that is only accessible and used by the owner of one strata lot;
- (c) limited common property, but the duty to repair and maintain it is restricted to:
  - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
  - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
    - (A) the structure of a building;
    - (B) the exterior of a building;
    - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
    - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
    - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot in a strata plan 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**

9.1 Subject to subsection 9.2, the council must have at least three and not more than seven members.

9.2 If the strata plan has fewer than four strata lots or the strata corporation has fewer than four owners, all the owners are on the strata council.

#### **10. Council eligibility and members' terms**

10.1 No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot.

10.2 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

10.3 A person whose term as council member is ending is eligible for reelection.

#### **11. Removing council member**

11.1 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.

11.2 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**

12.1 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.

12.2 A replacement council member may be appointed from any person eligible to sit on the council.

12.3 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.

12.4 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**

13.1 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.

13.2 A person may hold more than one office at a time, other than the offices of president and vice president.

13.3 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.

13.4 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**

14.1 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.

14.2 The notice does not have to be in writing.

14.3 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.

14.4 The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

### **15. Requisition of council hearing**

15.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.

15.2 If a hearing is requested under subsection 15.1, the council must hold a meeting to hear the applicant within one month of the request.

15.3 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**

16.1 A quorum of the council is

- (a) two, if the council consists of three or four members,
- (b) three, if the council consists of five or six members, and
- (c) four, if the council consists of seven members.

16.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

**17. Council meetings**

17.1 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.

17.2 If a council meeting is held by electronic means, council members are deemed to be present in person.

17.3 Owners may attend council meetings as observers.

17.4 Despite subsection 17.3, no observers may attend those portions of council meetings that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the Act;
- (b) rental restriction bylaw exemption hearings under section 144 of the Act;
- (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

**18. Voting at council meetings**

18.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.

18.2 The results of all votes at a council meeting must be recorded in the council meeting minutes.

**19. Council to inform owners of minutes**

19.1 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**

20.1 Subject to subsections 20.2, 20.3 and 20.4, 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.

- 20.2 The council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with subsection 20.3.
- 20.3 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.
- 20.4 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**

21.1 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.

21.2 Despite subsection 22.1, 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**

22.1 A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

22.2 Subsection 22.1 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 and access restrictions**

23.1 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;

provided however that additional assessments and 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 rule 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.

23.2 Access to the Common Property, common facilities or other assets of the Strata Corporation may be restricted as a consequence of the breach of bylaws or rules of use associated with Common Property, common facilities and other assets of the Strata Corporation.

#### **24. Continuing contravention**

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

24.2 Any infraction or Violation of any rules or regulations established by the Strata Corporation on the part of an owner, his employees, agents, invitees or tenants may be corrected, remedied, or cured by the Strata Corporation as the case may be, and any costs or expenses expended or incurred by the Strata Corporation in so doing shall be charged to that owner and shall be added to and become a part of the assessment of that owner for the next month following the date on which the costs or expenses were expended or incurred, but not necessarily paid, by the Strata Corporation, as the case may be, and shall become due and payable on the date of payment of the next monthly assessment.

### **Division 5 — Annual and Special General Meetings**

#### **25. Person to chair meeting and quorum**

25.1 Annual and special general meetings must be chaired by the president of the council.

25.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

25.3 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.

25.4 Notwithstanding subsection 48(3) of the Act, the eligible voters present, in person or by proxy, at the call to order of any annual or special general meeting shall constitute a quorum.

#### **26. Participation by other than eligible voters**

26.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

26.2 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.

26.3 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**

27.1 At an annual or special general meeting, voting cards must be issued to eligible voters.

27.2 At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

27.3 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

27.4 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.

27.5 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.

27.6 If there are only two strata lots in the strata plan, subsection 27.5 does not apply.

27.7 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.

## **28. Order of business**

28.1 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 minutes from the last annual or special general meeting;
- (f) deal with unfinished business;
- (g) 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;

- (h) ratify any new rules made by the strata corporation under section 125 of the Act;
- (i) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (j) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (k) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (l) elect a council, if the meeting is an annual general meeting;
- (m) terminate the meeting.

### **Division 6 — Voluntary Dispute Resolution**

#### **29. Voluntary dispute resolution**

29.1 A dispute among owners, tenants, 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.

29.2 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.

29.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

### **Division 7 — Moving**

#### **30. Moving in/out**

30.1 An owner must comply with and ensure that his or her tenant complies with any move in and move out rules established from time to time by the strata council.

30.2 48 hours prior notice of a move in or move out date must be provided to the strata council.

30.3 Moves must start and finish for the day between 9:00 am. and 6:00 pm, Monday through Friday, and between 9:00 am. and 5:00 pm. on Saturdays, Sundays and statutory holidays.

30.4 The strata council may require a refundable damage deposit of \$200.00 to be paid for each move in and for each move out 48 hours before the move in or move out date, and the strata council may deduct from a deposit any expenses incurred by it and any fines levied in relation to the move in or move out.

30.5 A person moving in or moving out must ensure all common property is left clean and damage free.

**The foregoing provisions shall not take effect until the day following the first annual general meeting of the strata corporation.**

### **Division 8 — Marketing Activities by Owner Developer**

#### **31. Display lot**

31.1 An owner developer who has an unsold strata lot may carry on sales functions on the common property that relate to its sale and the sale of strata lots in adjacent developments controlled by the owner developer, including the posting of signs.

31.2 An owner developer may use one or more strata lots, that the owner developer owns or rents, or any display suite constructed by the owner developer, for display suite purposes and/or as a sales center for the sale of other strata lots, may require the exclusive use of the visitor parking stalls for its sales staff, agents and prospective purchasers of strata lots and may carry out marketing, promotional and sales activities within the common property (including parking stalls and recreational facilities) of the Development or strata lots owned or leased by the Developer, including, without limitation, maintaining display suites, other display areas, parking areas and signage (including signage on the exterior of the Development) and permitting public access to same for the purpose of marketing any unsold strata lots. In addition, the Developer may conduct tours of the Development from time to time with prospective purchasers and hold events and other activities within the Development in connection with the marketing and sales activities.

31.3 No sign advertising a strata lot for sale or lease shall be displayed in or on a strata lot or on the common property of the Strata Corporation, other than in the places designated or approved in writing by the Strata Corporation from time to time provided however this restriction shall not apply to the owner developer who may place signs at such locations including common property as the owner developer may determine from time to time in its sole and unfettered discretion.

### **Division 9 — Parking**

#### **32. Comply with rules of strata council**

32.1 An owner must comply with and ensure that his or her tenant complies with any parking rules established from time to time by the strata council.

#### **33. Prohibitions**

33.1 An owner, tenant, occupant or visitor must not:

- (a) subject to section 31, use any parking area or garage for any purpose other than the parking of motor—vehicles nor, without limiting the foregoing, use any parking area or garage for carrying out any tune-up, oil-change, repair, painting, installation or any other work on a motor vehicle;



- (b) wash a motor vehicle in any parking area other than as may be designated by the strata council;
- (c) park any oversized or uninsured vehicle, boat, trailer or camper nor store any unlicensed or uninsured motor vehicle on the common property or land that is a common asset;
- (d) park any motor vehicle that drips oil, gasoline or other fluid without removing same to the satisfaction of the strata council;
- (e) leave a motor vehicle running and unattended nor leave a motor-vehicle unattended in a manner that may interfere with the use of any common property;
- (f) store in a motor vehicle using any parking area or garage any noxious, hazardous, dangerous or inflammable substance or substance that gives off an offensive odour.

### **Division 10 - Bicycles and Storage**

#### **34. General**

34.1 An owner, tenant, occupant or visitor must not leave a bicycle or tricycle on the common property or on any balcony or patio or on land that is a common asset except in the location and in the manner designated from time to time by the strata council.

34.2 An owner, tenant, occupant or visitor must not store any noxious, hazardous, dangerous or inflammable substance or substance that gives off an offensive odour in any strata lot or on the common property (including in a storage locker) or on land that is a common asset.