



**STRATA PLAN EPS 3578
ONE RIVER PARK PLACE**

BYLAWS

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Amendments:

Registration:	2018-03-13	CA6675969
Registration:	2019-03-19	CA7401966
Registration:	2020-03-23	CA101803
Registration:	2022-05-25	CA9945046

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SCHEDULE OF STANDARD BYLAWS

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

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.
- (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.
- (3) In addition to interest, failure to pay strata fees on the due date will result in a fine of \$50 for each month or portion thereof.

Repair and maintenance of property by owner

- 2** (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.

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,
 - (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.

- (2) An owner, tenant, occupant or visitor must not use a strata lot for any purpose which may be injurious to the reputation of the building.
- (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 parts of a strata lot which the Strata Corporation must repair and maintain under these Bylaws or insure under Section 149 of the Act.
- (4) An owner, tenant or occupant must not:
 - (a) use or permit the use of a strata lot other than as a single family residence;
 - (b) permit any soliciting within the strata plan; or
 - (c) operate a business from a residential strata lot that involves bringing clients, business associates, or employees onto the common property, limited common property or strata lot

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.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

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;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot; and
 - (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 subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration,

including, without limitation, the cost of insurance and/or any increases in insurance premiums as a result of the alteration.

- (3) An owner must not do, or permit any occupant of his or her strata lot or any tenant, visitor or invitee of the owner or occupant to do, any act, nor alter, or permit any occupant of his or her strata lot or any tenant, visitor or invitee of the owner or occupant to alter, his or her strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.

Obtain approval before altering common property

- 6 (1) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration to common property, including 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 and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

Permit entry to strata lot

- 7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the Strata Lot:
 - (a) in an emergency, without notice, to prevent property damage to the common property or another strata lot or those portions of a strata lot that are the responsibility of the strata corporation under these bylaws; and
 - (b) at a reasonable time, on a minimum of twenty-four (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 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.
- (4) In-suite fire safety devices should be inspected at least one time per year to ensure that these are operating properly as intended. Where the Strata Corporation provides notice in accordance with Bylaw 7(1) to enter a strata lot for the purpose of inspecting in-suite fire safety devices, an owner, tenant, occupant or visitor must provide access to those devices to the person(s) authorized by the Strata Corporation.

- (5) An owner, tenant or occupant who does not provide access to the in-suite fire safety devices in their strata lot on the date of the scheduled annual in-suite fire safety devices inspection in accordance with the notice provided by the Strata Corporation under Bylaw 7(1) will be assessed the total costs of having the fire safety inspector come back to inspect the missed in-suite fire safety devices.
- (6) An owner, tenant, or occupant who does not provide access to their assigned parking stall(s) when access is required for any scheduled maintenance may be subject to a Bylaw fine and/or towing.

Division 2 -- Powers and Duties of Strata Corporation

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;
 - (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 (including without limitation frames and sills) on the exterior of a building or that front on the common property; and
 - (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

Council size

- 9** (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.

Council members' terms

- 10** (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 reelection.
- (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.

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.
- (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.

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.
- (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.

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.
- (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.

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.
- (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.

Repealed

- 15** *[Repealed 2009-17-35.]*

Quorum of council

- 16** (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.

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.
- (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;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

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.
- (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.

Council to inform owners of minutes

- 19** 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.

Delegation of council's powers and duties

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

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.
- (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.

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.
- (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

Maximum fine

- 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.
- (2) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.
- (3) 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 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.

Continuing contravention

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

Division 5 — Annual and Special General Meetings

Person to chair meeting

- 25** (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.

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.
- (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.

Voting

- 27** (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) 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.

Order of business

- 28** 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.

28B Electronic General Meetings

- (1) The Strata Corporation may provide for attendance at an Annual or Special General Meeting by telephone or any other electronic method if the method permits all persons participating in the meeting to communicate with each other during the meeting. For certainty, the Strata Corporation may call an exclusively electronic Annual or Special General Meeting, hold an Annual or Special General Meeting exclusively by telephone or any other electronic method, and is not required to provide for in-person attendance at an electronic Annual or Special General Meeting, provided the electronic method permits all persons participating in the meeting to communicate with each other during the meeting.
- (2) A person who is eligible to vote may attend an Annual or Special General Meeting by electronic means so long as the person and the other participants can communicate with each other.
- (3) Any person attending an Annual or Special General Meeting by electronic means is deemed to be present in person for the purposes of the meeting.
- (4) Despite Bylaw 27, in the event that a General Meeting is held pursuant to Bylaw 28B(1) or an eligible voter attends an Annual or Special General meeting by electronic means, the Strata Corporation has no obligation to make provision for a secret ballot or issue a voting card for, as applicable, that meeting or the particular voter.

Division 6 — Voluntary Dispute Resolution

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.
- (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

Marketing activities

- 30** (1) During the time that the owner developer of the strata corporation is the owner or lessee of any strata lots, it shall have the right to maintain any strata lot or strata lots, whether owned or leased by it, as a display unit or marketing center, and to carry on marketing, sales or leasing functions it considers necessary in order to enable it to sell or lease the strata lots.
- (2) At the reasonable discretion of the owner developer, it or an entity related to the owner developer may use the common property:
- (a) to conduct the sale or lease of strata lots in the strata plan; and/or
 - (b) to carry on any marketing activities (including without limitation photography and/or video sessions) in connection with the sale or lease of strata lots in the strata plan or other strata lots and/or properties owned by the owner developer or such related entity
- up to 48 months after the date of first occupancy of any strata lot in the strata plan.
- (3) Signs advertising the sale, lease or open house of a strata lot must be displayed on the common post supplied by the strata corporation and may 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.

MISCELLANEOUS ADDITIONS

Small claims actions

- 31** 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.

Parking/Bike locker lease

32 Each owner of a strata lot may be entitled to the exclusive use of zero, one or more of the Parking Stalls and/or Bike Lockers located in the Parking Facility pursuant to a partial assignment of the parking/bike locker lease (the "Parking/Bike Locker Lease") between Hollybridge Project (Nominee) Ltd. and .as tenant, a copy of which is attached hereto. Pursuant to the Parking/Bike Locker Lease:

- (1) the tenant may partially assign the Parking/Bike Locker Lease and its rights under the Parking/Bike Locker Lease pertaining to particular Parking Stalls and Bike Lockers to the strata corporation, purchasers or owners of the strata lots and/or purchasers or owners of strata lots or units located within the Adjacent Developments;
- (2) the tenant, its employees, agents, sublessees, assignees (including without limitation, the purchasers and owners of strata lots or units located within the Adjacent Developments and the tenants of the Rented Stalls) and other persons have the non-exclusive right to use that portion of the common property of the strata development as is reasonably required in connection with the use and/or occupation of the Parking Stalls and Bike Lockers (including without limitation the use of any corridors necessary to access the Parking Stalls and Bike Lockers); and
- (3) upon the registration of the strata plan for the strata development, the strata corporation will automatically assume all of the covenants and obligations of Hollybridge Project (Nominee) Ltd. under the Parking/Bike Locker Lease with respect to the Parking Stalls and the Bike Lockers.

Certain Parking Stalls are designated as handicapped stalls (the "Handicapped Stalls"). If a holder of an interest (the "Non-Handicapped Owner") in a Handicapped Stall is not handicapped, then the Strata Corporation may require that the Non-Handicapped Owner exchanged his or her interest in the Handicapped Stall with a handicapped holder of an interest (the "Handicapped Owner") in a non-handicapped Stall (the "Non-Handicapped Stall") for zero consideration. Such an exchange will be accomplished by the Non-Handicapped Owner partially assigning the Parking/Bike Locker Lease to the Handicapped Owner in respect to the Handicapped Stall, and the Handicapped Owner partially assigning the Parking/Bike Locker Lease to the Non-Handicapped Owner in respect of the Non-Handicapped Stall. The Non-Handicapped Owner and the Handicapped Owner will each execute a partial assignment of the Parking/Bike Locker Lease in favour of the other substantially in the form attached as Schedule B to the Parking/Bike Locker Lease, and the Strata Corporation is hereby granted a power of attorney to execute such partial assignment on behalf of the Non-Handicapped Owner to effect such transfer.

Planters/Landscaped areas

33 Owners 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.

Storage room

- 34** For a period of ten (10) years after the registration of the strata plan for the strata development, the owner-developer will be entitled to designate for its use one (1) or more storage rooms of its choice within the common property and will be entitled to free access to and from such storage rooms through the development and the use of such storage room for the storage of building materials and equipment at all times during the ten-year period. The owner-developer will be entitled to install its own lock on the door and the strata corporation will not be entitled to a key during that ten-year period provided that after the end of the ten-year period, the owner-developer will, upon request by the strata corporation, deliver up vacant possession of the storage room and all keys thereto.

Larger parking stalls

- 35** An owner of a strata lot who has been assigned the use of a parking stall which is larger in size than a standard parking stall may park two vehicles or park one vehicle and store items such as motorbikes, canoes or kayaks within such stall, provided that such arrangements do not obstruct access to and use of the drive aisles and/or other parking stalls by other users and are in compliance with all applicable laws and bylaws.

Rentals

- 36**
- (1) *The period of time for which a strata lot may be rented is a minimum of 6 months.*
 - (2) Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current Bylaws and Rules of the Strata Corporation and a Notice of Tenant's Responsibilities in Form K.
 - (3) Within two (2) weeks of renting a strata lot, the landlord must give the Strata Corporation a copy of the Form K – Notice of Tenant's Responsibilities signed by the tenant, in accordance with Section 146 of the Act.
 - (4) Any owner who rents his/her strata lot in violation these Bylaws must take all necessary steps, at his/her sole cost and expenses, to terminate the agreement to rent promptly, and will be subject to the fines set out in these Bylaws.
 - (5) Despite Bylaw 23 , a contravention of subsection (1) will result in a fine of up to \$500.00.

- (6) An owner, tenant or occupant must not rent less than all of a strata lot.
- (7) An owner, tenant or occupant must not advertise the use of a strata lot for the purposes outlined in subsection (6).

Types of strata lots

37 For purposes of calculating the sharing of operating expenses in accordance with section 99 of the *Strata Property Act* and Regulation 6.4(2) thereto, the strata development consists of two types of strata lots. Strata Lots 1 to 14, inclusive, are designated as townhome strata lots. All other strata lots are designated as apartment strata lots.

Electronic attendance at meetings

- 38**
- (1) A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.
 - (2) If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

Moving In/Out Procedures & Re-Sale

- 39**
- (1) Moving and Deliveries
 - (a) An Owner or Tenant of a strata lot is wholly responsible for the costs to repair any damage, other than normal wear and tear, to any elevator, stairwell, hallway, or any other part of the common property caused by the activities of moving in or moving out of the strata lot, whether that damage is caused by the owner, tenant, visitor or a moving person or company. The duty to perform the repair remains exclusively with the Strata Corporation.
 - (b) It will be the responsibility of the Owner to ensure that all moves in or out by a resident conform to this Bylaw and any rules established by the Strata Council from time to time.
 - (c) All deliveries of furniture, appliances and building materials are to be coordinated with the Building Concierge. A minimum of two (2) business days' notice is required.
 - (d) All deliveries of furniture, appliances and building materials must take place between 9:00 a.m. and 5:00 p.m.
 - (e) An Owner or Tenant must inform the Building Concierge or Strata Corporation or its agents of all anticipated changes in occupancy with a minimum of 7 days prior to the change of occupancy, including reserving an elevator as required.
 - (f) The elevators must be padded before they can be used to move furniture and large items in or out of the building. Padding can be arranged through the Building Concierge.

- (g) An Owner or Tenant using the elevator during a move or delivery of furniture, appliances and building materials must ensure that the Elevator Service Key is used to control the elevator and the doors are not jammed open in any manner.
 - (h) The propping of any entry and/ or exit doors using boxes and/ or any other items is strictly prohibited. An owner or resident must ensure that all entry doors are not to be left open, ajar or unattended and that furniture is not left piled in any of the common areas.
 - (i) Each Owner or Tenant is responsible for advising the moving/ delivery company of these Bylaws.
- (2) All move-ins and move-outs must be conducted between the hours of 9:00 a.m. and 5:00 p.m.
 - (3) For each **change in occupancy** of a strata lot, an Owner shall submit to the Strata Corporation a non-refundable \$100.00 move-in fee and a non-refundable \$100.00 move-out.
 - (4) Moves, both in and out, are scheduled on a first come, first served basis. If a requested move cannot be accommodated because there are already multiple move requests scheduled for the same date, the owner will book another date for the move.
 - (5) An Owner must not move or permit to be moved furniture or furnishings in or out of the building except in accordance with the Rules passed by the Strata Council from time to time.
 - (6) A “**change in occupancy**” refers to any change in ownership, tenancy, or staging of strata lots for the purpose of resale.
 - (7) The use of a realtor lockbox is prohibited.

Children and supervision

40 Owners are responsible:

- (1) for the conduct of visitors including ensuring that noise is kept at a level, in the sole determination of a majority of the council, that will not disturb the rights of quiet enjoyment of others;
- (2) for the conduct of children residing in their strata lot, including ensuring that noise is kept at a level, in the sole determination of a majority of the council, that will not disturb the quiet enjoyment of others; and
- (3) to assume liability for and properly supervise activities of children.

Miscellaneous

- 41**
- (1) An Owner or visitor must not use inline skates, skateboards, bicycles and/or hockey equipment anywhere in the building, including a strata lot.
 - (2) An Owner may post notices on the designated bulletin board provided such notices are dated. Such notices may be removed by the council if deemed inappropriate or posted for in excess of one week.
 - (3) An Owner must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.
 - (4) Except in the case of a meeting demanded under section 43 of the Strata Property Act, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the eligible voters present in person or by proxy constitute a quorum.
 - (5) Despite section 48(3) of the Strata Property Act, the failure to obtain a quorum for a meeting demanded under section 43 of the Strata Property Act terminates, and does not adjourn, that meeting.

Cleanliness

- 42**
- (1) All household refuse and recycling material shall be secured in suitable plastic bags or recycling containers. Owners, tenants and occupants will comply with the municipal authority or local government's recycling and organics program as it is implemented.
 - (2) Household garbage is not to be disposed of in the recycling bins.
 - (3) Any waste material other than ordinary household refuse and normally collected recycling and compositing material shall be removed by the individual owner, tenant or occupant of the strata lot. Recycling bins are to be used as per the instructions provided on the bins or as posted by the Strata Corporation.
 - (4) Plastic bags, even ones that are labelled "biodegradable", are not to be disposed of in the organic bins.
 - (5) Cardboard and milk containers must be flattened prior to recycling.
 - (6) Appliances, mattresses or other furnishings are not to be placed in the garbage room. An owner, tenant or occupant who leaves items other than normal household garbage or recycling in the garbage room will be in violation of this Bylaw, and subject to a \$200 fine together with the cost of removal of the offending items.

Floor Surfaces

- 43**
- (1) Appliances, mattresses or other furnishings are not to be placed in the garbage room. An owner, tenant or occupant who leaves items other than normal household garbage or recycling in the garbage room will be in violation of this

Bylaw, and subject to a \$200 fine together with the cost of removal of the offending items

- (2) An owner, tenant or occupant of a strata lot with hard floor surfaces including wooden floors or tile floors must take all reasonable steps to satisfy noise complaints from residents within audible range, including without limitation
 - (a) ensuring that no less than 60 percent (60%) of such hard floor surfaces, excepting only kitchens, bathrooms, laundry rooms and entry areas, are covered with area rugs or carpet unless otherwise dictated by a medical condition;
 - (b) avoid walking with hard shoes or dragging furniture or other heavy objects across such floor surfaces;
 - (c) chair legs should be fitted with felt pads;
 - (d) avoiding activities that will cause unnecessary noise such as, bouncing balls, dancing and stomping of feet; and
 - (e) any noise inducing equipment should be separated from the floor with adequate cushioning
- (3) For the purposes of these Bylaws, “**hard surface floor finish**” includes porcelain, ceramic, marble, slate, quarry, limestone, travertine, glass, granite, stone, bamboo, cork, hardwood, laminate, resilient flooring, linoleum, vinyl or other materials.
- (4) An owner must apply in writing to the Strata Council for written approval to install hard surface floor finish in a strata lot, prior to the commencement of the installation.
- (5) The Strata Council may, in its discretion as a condition of its approval of the installation of any hard surface floor finish, require the owner to use the highest rated sound dampening materials suited to the type of hard surface flooring to be installed. Despite the foregoing, the Strata Council will not grant permission to install hard surface flooring in a strata lot unless a minimum value of 74 for each of the Sound Transmission Class (STC) and the Impact Insulation Class (IIC) can be achieved with respect to the installation of the hard-surface flooring. As a condition of its approval and in addition to any requirements imposed by the Council pursuant to Bylaw 43(4), the Council, may require that the owner, at the owner’s sole cost and expense, obtain a written report prepared by a professional engineer or other professional, satisfactory to Council, confirming that the minimum value of 74 for the STC and IIC ratings will be achieved by the owner’s proposed hard surface floor finish installation.
 - (a) An owner must install the hard surface floor finish in accordance with the specifications mandated by the Strata Council from time to time, copies of which will be provided to the owner, at the time of an owner’s written request under Bylaw 43(4).

Damage to Property

- 44 (1) An owner, tenant or occupant shall not cause damage to trees, plants, bushes, flowers, lawns or any of the landscaped areas, and shall not place chairs, tables or other objects on any landscaped areas so as to damage them or prevent growth.
- (2) Pets are not allowed in the courtyard and/or any of the garden areas. Guide dogs and assistance dogs are exempt from this Rule.

Smoking

- 45 (1) Smoking and vaping are prohibited on the property located within the boundaries of Strata Plan EPS 3578, **including all strata lots**, in and on all limited common property and common property, including but not limited to hallways, elevators, courtyard and landscaped areas, parking garages, electrical and mechanical rooms, stairs, storage locker areas, amenity rooms, exercise room, patio and balconies, and within nine (9) meters of a door, window or air intake.
- (2) For the purposes of this Bylaw 45, the following definitions apply:
- (a) “**smoking**” includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances;
- (b) “**vaping**” includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.

Insurance and Indemnity

- 46 (1) An owner is deemed to be responsible for any loss of damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner’s strata lot and the loss or damage is not covered and paid by any insurance policy.
- (2) An owner is also deemed to be responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner’s tenants, co-occupants, family members, employees, agents, contractors, guests or invitees and the loss or damage is not covered and paid by any insurance policy.
- (3) If any loss or damage deemed to be the responsibility of an owners under subsection (1) and/or (2) of this Bylaw results in a claim against any insurance policy held by the Strata Corporation, that owner shall save harmless and indemnify, and is strictly liable to reimburse the Strata Corporation for the full amount of any insurance deductible, any portion of insurance coverage declined and/or any amount by which the loss or damage exceeds the insurance coverage.
- (4) If any loss or damage deemed to be the responsibility of an owner under subsection (1) and or (2) of this Bylaw does not exceed the insurance deductible

for an insurance policy held by the Strata Corporation, that owner is strictly liable and shall fully indemnify and save harmless the Strata Corporation for any resulting expense for maintenance, repair or replacement rendered necessary, including legal costs incurred in relation to defending any claim against the Strata Corporation, and/or prosecuting any claim made against the owner, such indemnity to be on a solicitor and client basis, including disbursements, expenses, taxes, filing and/or Court fees, all of a full indemnity basis.

Pets and Animals

- 47** (1) 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 (2) caged birds;
 - (d) two (2) dogs or two (2) cats; or one (1) dog and one (1) cat
- (2) No vicious dogs are permitted in any strata lot or on any portion of the common property. For the purpose of this Bylaw a vicious dog means the following:
- (a) any dog that has killed or injured
 - (i) any person; or
 - (ii) another animal while running at large;
 - (b) any dog that aggressively harasses or pursues another person or animal while running at large;
 - (c) any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting; or
 - (d) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, or any dog of mixed breeding which includes any of these breeds; or any dog which has the appearance and physical characteristics predominately conforming to these standard for any of the above breeds, as established by the Canadian Kennel Club or the American Kennel Club or the United Kennel Club, as determined by a veterinarian licensed to practice in the Province of British Columbia.
- (3) Dogs may not exceed sixty (60) cm in height when fully grown.
- (4) An owner, tenant, occupant or visitor shall not keep any pets in a private garage that is designated as limited common property.
- (5) The owners of pets will be fully responsible for:
- (a) the behavior of their pets,

- (b) cleaning-up after their pets, and
 - (c) removing pet excrements from the common property immediately and disposing of in designated containers that may be specified for this purpose from time to time.
- (6) An owner, tenant, occupant or visitor must ensure that all pets are leashed or otherwise secured when on the common property or on land that is a common asset, except where the Strata Council has designated an off-leash dog area, in which case, the dog must be under the supervision and control of a responsible individual.
 - (7) Without limiting the generality of this Bylaw, if a pet is causing a nuisance or unreasonable noise, the Strata Council may, among other things, require that the pet be removed from the strata lot permanently.
 - (8) An owner, tenant or occupant shall not feed nuisance birds such as pigeons, seagulls, crows, starlings and other birds from any strata lot or common property.
 - (9) An owner, tenant or occupant will be responsible for informing their guests or visitors about the rules concerning pets and will be responsible for cleaning-up and/or repairing and damage caused by pets brought onto the common property by their guest or visitors.

Security Measures

- 48** (1) Closed circuit television and video surveillance are installed in, but not limited to, the following common areas of the building: in the lobby, the parkade entry areas, the elevator cabs, the garbage room, and the exercise room. The system operates 24 hours a day and the Strata Corporation collects data from the closed circuit television and video surveillance.
- (2) The Strata Corporation collects data with respect to the usage of each security fob programmed for use at Strata Plan EPS3578.
- (3) The video files and/or security fob usage records will be used only for the purposes of law enforcement and/or for the enforcement of those Strata Corporation Bylaws and Rules which relate to the safety and security of the building and its occupants.
- (4) The video files are stored for a period of at least two (2) weeks from the date of recording, which period may be extended for those files required for law enforcement and/or Bylaw enforcement purposes.
- (5) The security fob usage records are stored for a period of at least six (6) months from the date of recording, which period may be extended for those files required for law enforcement and/or Bylaw enforcement purposes.
- (6) The personal information of owners, tenants, or occupants will only be reviewed or disclosed as follows:
 - (a) law enforcement in accordance with Bylaw 48(3) herein;

- (b) the Building Concierge and Strata Manager of the Strata Corporation and Council Members in accordance with Bylaw 48(3) herein; or
 - (c) in the event of an incident in which they are involved or affected, an owner, tenant or occupant may request a copy of the applicable video file or security fob usage records.
- (7) In installing and/or maintaining the systems described herein, the Strata Corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The Strata Corporation is not responsible or liable to any owner, tenant, occupant or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.

Parking

- 49**
- (1) An owner, tenant or occupant must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, or unless otherwise approved in writing by the Strata Council.
 - (2) Parking is permitted in marked stalls only. Any vehicles parked in unmarked areas are subject to immediate removal at the owner's expense.
 - (3) An owner, tenant or occupant must not use, or permit any occupant of his or her strata lot to use, any parking space in 1 River Park Place, except the parking space which has been specifically assigned to his or her strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner.
 - (4) An owner, tenant or occupant resident must not rent or lease any parking space to a non-resident of 1 River Park Place without the prior written consent of the Strata Council.
 - (5) An owner, tenant or occupant must not park any vehicle in a manner which will reduce the width of the adjacent parking stall(s), the parkade roadways or ramps or any roadway on the common property or on any limited common property.
 - (6) Excessive speeds and dangerous driving are prohibited in all the parking areas. The speed limit is ten (10) km/h in the parkade and will be strictly enforced.
 - (7) No person(s) is/are allowed to camp overnight in any type of vehicle in the parkade.
 - (8) An owner, tenant, or occupant storing a vehicle must provide proof of valid insurance to the Strata Corporation on the commencement date of the storage, and also be displayed on the vehicle.
 - (9) An owner, tenant or occupant must not wash a vehicle except in the location designated for vehicle washing.

- (10) No basket carts, or shopping carts, from stores are permitted in the underground parking area, passageways, locker rooms, bicycle storage areas or any other common property space.
- (11) An owner, tenant or occupant must not carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency.
- (12) An owner, tenant or occupant must promptly and at their own expense clean up any oil or other substance which spills or leaks onto the common property.
- (13) No storage is permitted in the parking stalls without the prior written consent of the Strata Council.
- (14) Owners, tenants or occupants are required to stop and wait for the parkade gates to completely shut when entering or exiting the parkade. Failure to do so results in bylaw fines.
- (15) In compliance with City of Richmond Bylaws, only owners/residents with a valid Social Planning & Research Council of BC (SPARC) "Disabled Parking Permit" are permitted to use the handicap parking stalls in the parkade.

Visitor's Parking

- 50**
- (1) Owners/residents of 1 River Park Place are not permitted to park their vehicle(s) in the visitor parking; except under the Building Concierge's/Strata Council's request because of maintenance work in the parkade.
 - (2) Visitor parking stalls are for visitors only. An owner, tenant or occupant must not park in a visitor parking stall.
 - (3) Maximum duration of daytime parking is twelve (12) hours up to midnight. Visitors who wish to park for more than twelve (12) hours must contact the Building Concierge or the management company.
 - (4) Maximum duration of overnight parking is three (3) consecutive nights.
 - (5) A valid Visitor Pass must be clearly displayed on the dashboard at all times.
 - (6) One (1) visitor parking pass per strata lot will be issued after the owner and/or registered tenant(s) register their vehicles with the Strata Corporation.
 - (7) There will be a \$50.00 charge for each replacement or lost visitor's parking pass. Any requests for additional visitor's passes must be submitted in writing to the Strata Council for approval.
 - (8) Enforcement of these Bylaws is twenty-four (24) hours a day and seven (7) days a week.

- (9) Violators of these Bylaws are subject to immediate removal at the owner's expenses. The owner of the vehicle will be responsible for the removal and retrieval costs and affected strata lots may be fined as well.
- (10) Visitors who park their vehicles in the visitors parking do so at their own risk and the Strata Corporation of Strata Plan EPS3578 is not responsible for any bodily injury and damages, theft or loss to their vehicles and personal effects.

Use of Balconies & Patios

- 51**
- (1) Balconies and patios shall not be used to store items, including but not limited to bicycles and/or appliances.
 - (2) No mops or dusters of any kind shall be shaken and no refuse shall be thrown out of a window or door or from a patio or balcony of a strata lot. No patio floors or railings may be washed in such a way that water or any cleaning substance drips on any part of the floors below. Cleaning of balconies shall be restricted to ensure water and other debris is not permitted to flow over the edges of the balcony.
 - (3) Neither children nor pets may be left unattended on a balcony.
 - (4) No barbecues other than those fueled by propane, natural gas or electricity may be used on the limited common property. No owner, tenant or occupant shall operate his/her barbecue in a manner which, in the opinion of the Strata Council, interferes with another unit's enjoyment of his/her strata lot. All barbecues must be kept at a minimum distance of twenty-four (24) inches away from the building exterior walls. Owners, tenants or occupant will be held responsible for heat damage to the building envelope.
 - (5) An owner, tenant or occupant shall not use or allow to be used the natural gas connection that is located on the balconies, patios, decks or roof terraces for any purpose other than those approved by the Strata Council.
 - (6) An owner, tenant or occupant must not:
 - (a) hang, install or place any window drapes, blinds or other objects which are not consistent with the exterior appearance of the building;
 - (b) place, install or hang metallic or reflective coating, tinting or material on any doorway or window without the prior written approval of the Strata Council, and only materials consistent with the exterior appearance of the building will be permitted;
 - (c) erect, place, keep or display signs, billboards, advertising matter or notice or display of any kind on the common property, limited common property or in a strata lot in any manner which may be visible from the outside of the strata lot (other than "for sale" signs which may be placed in that area of the common property designated for that purpose from time to time by the Strata Council);

- (d) store or place on balconies any items, including without limitation any articles of clothing, linens or other type of laundered item, visible to pedestrians or to other strata lot residents with the exception of patio furniture;
 - (e) erect or fasten a television or radio antennae, satellite dish, lighting or similar structures onto any strata lot or common property (including limited common property); or
 - (f) water potted plants in a way that would allow water to overflow and run off the edge of the balcony to the units below.
- (7) Balcony, patio and roof deck furnishings are restricted to patio furniture, barbeques and potted plants.

Seasonal/Holiday Décor

- 52** (1) Only artificial Christmas Trees are permitted within the interior of a strata lot.
- (2) Christmas lights and decorations shall be permitted between December 1st and January 31st only (the “Christmas Season”). Christmas lights and decorations shall not be attached to the exterior of the building or in a manner that will damage the building’s structure or penetrates the building envelope or railings.
- (3) Seasonal wreathes are permitted to be hung on the door to a strata lot during the Christmas Season as long as:
- (a) the wreath does not pose a fire hazard; and
 - (b) is maintained by the owner, tenant or occupant in a presentable form.

53 Other ethnic or religious celebration decorations shall only be displayed for a two (2) month period, commencing one (1) month before the relevant event and concluding one (1) month following the relevant event.

District Energy Cost Recovery

- 54** (1) On move-in, an owner will create, activate and maintain an individual utility billing account with Enerpro iEMS System for metering, monitoring, and billing of heating and cooling.
- (2) Any owner who does not create and activate his or her individual utility billing account with Enerpro iEMS System within fifteen (15) days of written notice requiring same shall be liable to a fine of \$200 for every thirty (30) days or part thereof that the individual utility billing account is not activated beyond such fifteen (15) day period.
- (3) Any owner who does not pay an invoice in respect of his or her individual utility billing account with Enerpro iEMS System on the day upon which same is due shall be liable to a fine of \$200 for every thirty (30) days or part thereof that the individual utility billing account is overdue.

- (4) Owners must set up and/or maintain an account for utilities measurement with Enerpro Systems Corp. or its successor. Failure to comply with this Bylaw shall result in a fine of up to \$200.00.

Short Term Accommodation

- 55** (1) A strata lot must not be used for short-term accommodation purposes, including but not limited to a bed-and-breakfast, lodging house, hotel, home exchange, time share, Airbnb rental or vacation rental. Without limiting the generality of the foregoing, an owner, tenant or occupant must not enter into a license for the use of all or part of a strata lot. For the purpose of this Bylaw, short-term means less than six (6) consecutive months.
- (2) *Effective November 30, 2018, any breach of Bylaw 55 (1) is subject to a fine of \$1,000, which fine may be levied on a daily basis.*