

THE OWNERS, STRATA PLAN EPS 1290
The Maddox
BYLAWS

These bylaws repeal and replace all previously filed bylaws, including the Schedule of Standard Bylaws in the *Strata Property Act* (the “Act”).

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1. PAYMENT OF STRATA FEES

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- (3) If an owner is late paying for their strata fees or special levies, 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. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$200.00 for each contravention of Bylaw 1.(1).
- (4) The interest payable on a late payment of strata fees or a special levy is not a fine and shall form part of the strata fees for the purposes of Section 116 of the Act.
- (5) An owner in default in the payment of common expenses, strata fees, special levies, interest, fines and any other amounts owing pursuant to the Act will be deemed to be in arrears. Any owner in arrears shall reimburse the Strata Corporation and save it harmless against any and all costs and expense required to collect such arrears, including legal costs, comprised of fees, taxes, disbursements, and other related expenses as between a solicitor and own client/full indemnity basis.
- (6) For the purposes of Section 133(2) of the Act, reasonable costs of remedying a contravention of the Strata Corporation's bylaw(s) ("Bylaw(s)") or rule(s) ("Rule(s)") shall be interpreted to include, but not limited to, legal costs comprised of legal fees, taxes, disbursements, and other related expenses as between a solicitor and own client/full indemnity basis.
- (7) Any legal costs or expenses incurred by the Strata Corporation to collect any arrears shall be charged to that owner and shall be added to and become part of the assessment of that owner for the month following the date on which the legal expenses were incurred, but not necessarily paid by the corporation, and shall become due and payable on the date of the payment of the monthly assessment.
- (8) Any costs and charges incurred on behalf of the Strata Corporation due to non-sufficient funds will be charged directly back to the owner.

2. REPAIR AND MAINTENANCE OF PROPERTY BY OWNER

- (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under the 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 the Bylaws.

3. USE OF PROPERTY

- (1) An owner, tenant, occupant or visitor must not use a strata lot, common property, limited 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, limited 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 or limited 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 cause damage, other than reasonable wear and tear, to the common property, limited common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under the Bylaws or insure under Section 149 of the Act.
- (3) An owner, tenant, occupant or visitor shall not use or permit a strata lot to be used for any purpose other than as a single-family residence.
- (4) An owner, tenant or occupant must not use a strata lot or permit a strata lot to be used for commercial purposes or activities, including, but not limited to, the following:
 - a. vacation, travel or temporary accommodations;
 - b. short-term rentals of less than 6 months;
 - c. hotel or hotel-like accommodation;
 - d. a boarding or lodging house;
 - e. renting to non-family roommates;
 - f. bed and breakfast;
 - g. Airbnb, Homeaway, VRBO, Highstreet Accommodations or any other vacation, travel, short-term or temporary accommodation arrangements;
 - h. executive home rental arrangements;
 - i. any licensing agreements for short term or long-term accommodations; and/or
 - j. house swaps.
- (5) For the purposes of subsection (4), an owner, tenant, occupant or visitor is strictly prohibited from advertising or listing the availability of a strata lot on any vacation, travel, temporary or short-term accommodation websites of any type or in any print media for any of the uses set out Bylaw 3(4).
- (6) For the purpose of this Bylaw, short term rentals, short-term license agreements, temporary accommodations or other short-term accommodation referred to in Bylaw 3(4) is defined as

any lease, tenancy agreement, license agreement, or agreement to occupy a strata lot that is for a period of less than three (3) months, whether done so on a continuous, semi-continuous or on a single basis for short term accommodation purposes.

- (7) An owner, tenant, occupant, or visitor shall not permit the strata lot to be used for commercial or professional purposes without written approval of the Strata Council (the "Council"). Written permission may be revoked at any time, if deemed by the Council, not to be in the best interests of the Strata Corporation.
- (8) An owner, tenant or occupant must not:
 - a. use a strata lot for any purpose which creates undue traffic or noise in or about the strata lot or common property between the hours of 10:00 PM and 8 AM or which that encourages loitering by persons in or about the strata lot or common property;
 - b. make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
 - c. use a musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance that it interferes with the comfort of any owner, tenant or occupant;
 - d. obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
 - e. leave on the common property or any limited common property any shopping cart or any other item designated from time to time by the Council;
 - f. use a barbecue, hibachi or other similar cooking devices on a balcony, deck or patio unless such a barbecue, hibachi or similar cooking device is powered by propane, natural gas or electricity. Such cooking devices shall not be used except in accordance with the Rules made by the Strata Corporation from time to time;
 - g. shake any mops or dusters of any kind or throw any refuse out of the windows or doors or from the balcony of the strata lot;
 - h. do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
 - i. permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the buildings domestic water supply or heated water;
 - j. allow a strata lot to become unsanitary or source of odour;
 - k. feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property but this Bylaw does not apply to a pet permitted to be kept in a strata lot pursuant to the Bylaws and the Rules made hereunder, which pet shall be fed only in a strata lot;
 - l. install any window coverings, visible from the exterior of a strata lot, which are

- different in size or colour from those of the original building specifications;
- m. hang or display laundry, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
 - n. use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, supplementary heating or air-conditioning devices, except those installations approved in writing by the Council;
 - o. erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna or similar structure or at appurtenance thereto;
 - p. place any items on any deck, patio or the balcony except freestanding, self-contained planter boxes, barbecues, summer furniture and accessories nor install any hanging plants or baskets or other hanging items within 3 feet of a balcony railing lien;
 - q. give any keys, combinations, security cards, Fob or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by the Bylaws;
 - r. reside in a strata lot without valid homeowner's or tenant's insurance in place to insure against loss or damage to any improvements within the strata lot, personal items and to cover the costs of any insurance deductibles that may be payable by the owner, tenant or occupant under the Bylaws or the Act;
 - s. perform any mechanical repairs to motor vehicles, boats, or equipment in their assigned parking area or on the common property; or
 - t. allow vehicles in their care to leak any fuels or other fluids or substances onto common property or limited common property and any owner, tenant or occupant shall be liable for any costs incurred for clean up or damage due to such spillage.
- (9) If a strata lot is to be vacant for more than 30 days, an owner must provide the strata Management Company and/or Council with details of emergency contact information or alternate contact information.

4. PET RESTRICTIONS

- (1) An owner, tenant, occupant, or visitor must not keep any pets on a strata lot, other than the following:
 - a. One cat;
 - b. One dog;
 - c. A reasonable number of fish or other small aquarium animals in an aquarium that is no larger than 30 gallon capacity and
 - d. Pets other than dogs, cats, or fish if the owner has received prior written approval of the Council.
- (2) An owner, tenant or occupant must ensure that all animals are leashed or otherwise

secured when on common property or on land that is a common asset.

- (3) All litter and/or waste caused by pets must be removed immediately by the owner, tenant, or occupant from the common property.
- (4) An owner, tenant or occupant is responsible for damage and disruption, including noise, created by their pets or pets of their guests.
- (5) The Strata Corporation retains the discretion to deem any pet that bites, attacks, chases, or injures another pet, wildlife or person as an aggressive animal and must be removed within 7 days of receipt of a written request by the Council.
- (6) An owner, tenant or occupant shall not keep any animal on their strata lot, on common property or limited common property after notice has been given by the Council to remove it.
- (7) Any pet kept by an owner, tenant, or occupant of a strata lot (greater than 30 days) shall be registered with the Strata Corporation. A "Pet Registration Form" signed by the owner, tenant, or occupant recording the name, breed, sex, and colour of the pet and the strata lot number where the pet is kept to be registered with the Strata Corporation.
- (8) Subsection (1) will not apply where it conflicts with the provisions of the *Guide Dog and Service Dog Act*.

5. INFORM STRATA CORPORATION

- (1) Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the owner listed on title for the strata lot, the strata lot number and mailing address outside the strata plan, if any. It is the owner's responsibility to inform the Strata Corporation of any changes in contact information forthwith.
- (2) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name.
- (3) The Tenant's Responsibilities Form K must be submitted to the Strata Corporation within two weeks of occupancy.
- (4) Any change in an owner's mailing address provided under subsection (1) must be provided to the Strata Corporation in writing.

6. OBTAIN APPROVAL BEFORE ALTERING A STRATA LOT

- (1) An owner must obtain the written approval of the Strata Corporation before making any alterations/renovations ("Alterations") 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;
 - g. any interior or exterior strata lot wall;
 - h. installing or removing plumbing or plumbing fixture when that installation or removal requires a permit in accordance with the City of Vancouver's building bylaws as amended from time to time;
 - i. limited common property; and
 - j. 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:
- a. provide drawings and specifications prepared by a qualified engineer or architect or other professional acceptable to the Council if the alterations involve the Alterations or relocation of common property or limited common property;
 - b. provide copies before proceeding on any development and building permits issued to the owner or the owner's contractor by the City of Vancouver;
 - c. agree, in writing, that all alterations shall be done in accordance with the designer plans approved by the Council or its duly authorized representatives and that any changes during the course of the Alterations be brought to the attention of the duly authorized representative for approval or referral to the Council;
 - d. enter into a written agreement to take responsibility for any expenses relating to the Alterations, including loss or damage to common or limited common property or common assets of the corporation and indemnify and hold harmless the Strata Corporation for any future costs or expenses incurred by the Strata Corporation, including costs and expenses to repair damage resulting directly or indirectly from the Alterations.
- (3) Unless otherwise specified by the Strata Corporation, if Alterations to a strata lot, common property or limited common property do not begin within 90 days of receipt of written approval, the approval automatically expires.
- (4) Approved Alterations to a strata lot, common property or limited common property must be completed in a timely manner and the Council reserves the right to impose fines on any owner who has not, after written warning by this Council, completed the approved Alterations in a timely manner.
- (5) Noise generating Alterations and repairs to a strata lot, common property and limited common property which do not need to be carried out immediately to ensure safety or to prevent significant loss or damage may be performed on weekdays (statutory holidays not included) between 8 AM and 5 PM and on Saturdays between 10 AM and 5 PM, unless the Council grants a temporary, time specified and necessary exception to this Bylaw before the renovations or repairs commence.

- (6) An owner will ensure that all work relating to the Alterations are in compliance with plumbing codes, building codes statutes and all applicable legislation in force at the time the Alterations are completed. All plumbing, electrical or gas work requiring a permit must be performed by a qualified licensed contractor.
- (7) Only qualified, licensed and insured professionals/contractors are to be employed to complete any work related to any Alterations.
- (8) Any Alterations that are completed without written approval of the Strata Corporation must be repaired or removed at the owner's sole expense upon request by the Council.

7. OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY

- (1) An owner must obtain the written approval of the Strata Corporation before making any alteration or renovations ("Alterations") to common property, including limited common property, or common assets of the Strata Corporation.
- (2) The Strata Corporation must put to a three-quarter vote of all strata lot owners present in person or proxy at an annual general meeting any Alterations request by an owner that seeks to alter or change:
 - a. common property or common assets located within or outside the boundaries of a strata lot;
 - b. Those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act;
 - c. the use or appearance of the common property; or
 - d. common property in such a way that would allow an owner exclusive use and enjoyment of the common property to the exclusion of all other owners.
- (3) The Strata Corporation may require as a condition of its approval that the owner agree, in writing, to:
 - a. enter into a written agreement to take responsibility for any expenses relating to the Alterations, including loss or damage to common or limited common property or common assets of the Strata Corporation and indemnify and hold harmless the Strata Corporation for any future costs or expenses incurred by the Strata Corporation, including costs and expenses to repair damage resulting directly or indirectly from the Alterations;
 - b. provide drawings and specifications prepared by a qualified engineer or architect or other professional acceptable to the Council;
 - c. provide copies of any Development and Building permits issued to the owner or the owner's contractors by the City of Vancouver before proceeding with the Alterations; and
 - d. provide a performance bond or damage deposit in an amount determined by the Council in accordance with the scope of the proposed Alterations, such bond to be returned upon satisfactory completion of the work.

- (4) Where Alterations will or may affect any part of the building envelope, the owner will hire a practising BC professional engineer building envelope specialist approved by the Council before Alterations begin to any part of the building envelope to endorse all work completed on the building envelope and to ensure that none of the work completed would invalidate or compromise any active warranty on the building envelope.
- (5) An owner will ensure that all work relating to the Alterations are in compliance with plumbing codes, building codes statutes and all applicable legislation in force at the time the alteration/renovations are completed.
- (6) Only qualified, licensed and insured professionals/contractors are to be employed to complete any work related to Alterations.
- (7) It is an owner's responsibility to ensure that:
 - a. all construction debris and/or materials will be removed promptly;
 - b. the elevator lobby hallways are protected with proper wall pads and floor coverings when the elevator is being used to transport any construction materials or equipment to the owner's strata lot were when used to remove construction debris materials or packaging from the building;
 - c. the common areas used by any contractor and their trades are protected with drop cloths and/or other protective materials to protect common property areas used by the contractor or their trades; and
 - d. any damage caused by or debris left by contractors or their trades is immediately repaired/cleaned up.
- (8) An owner must ensure that the Alterations are only performed between the hours of 8 AM to 5 PM, Monday through Friday and 10 AM to 5 PM on Saturdays but not on Sundays or statutory holidays.
- (9) Prior to commencement of the Alterations, an owner must provide the Council with the name, address, phone number of all contractors and subcontractors working within the Strata Corporation.
- (10) In the event of any emergency, as declared by the Council, Alterations, the Council reserves the right to take all appropriate action to deal with the emergency and any costs so incurred by the Strata Corporation will be added to the owner's common expense account.
- (11) All plumbing, electrical or gas work requiring a permit must be performed by a qualified licensed contractor.
- (12) All hardwood covering, including but not limited to hard or soft wood, floating floors, ceramic/granite/limestone tiles, cork flooring or stone flooring must have adequate acoustic underlay to maintain a minimum rating of 60 IIC. And all carpeted floor coverings shall be of sufficient thickness and use adequate underlay to maintain a minimum rating of 60 IIC.
- (13) The owner of strata lot receiving the benefit of an Alterations to common property, limited common property or common assets must, for so long as they remain an owner,

be responsible for all present and future maintenance, repairs and replacements, increases in insurance and any damage suffered or cost incurred by the Strata Corporation as a result, directly or indirectly of the Alterations to common property, limited common property or common assets.

- (14) The owner and any subsequent owners on title who receives the benefit of any Alterations, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the Strata Corporation, its Council members, employees and agents from any and all claims and demands whatsoever arising of or in any manner attributable to the Alterations. Any costs or expenses incurred by the Strata Corporation as a result of such claims or demands will be the responsibility of the owner of the strata lot who is benefited from the Alterations and the said costs or expenses incurred must be charge to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses were incurred but not necessarily paid by the Strata Corporation and shall become due and payable on the due date of payment of monthly strata fees.
- (15) Any Alterations to common property, limited common property or common assets made by an owner without the written approval of the Strata Corporation or in contravention of this Bylaw must be repaired or removed at the owner's sole expense.

8. PERMIT ENTRY TO STRATA LOT

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter a strata lot:
- a. in an emergency, without notice, to ensure safety or prevent significant loss or damage,
 - b. at a reasonable time, on at least 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 the Bylaws or insure under section 149 of the Act; and
 - c. at a reasonable time, on at least 48 hours' written notice, to investigate whether there are any violations of the Bylaws or the Rules within the strata lot.
- (2) The notice referred to in subsections (1)(b) and (c) must include the date and 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.

9. VEHICLES AND PARKING

- (1) An owner, tenant, occupant or visitor shall use the parking space(s) which have been

specifically assigned to the strata lot. Owners shall not park on the common property.

- (2) The underground parking area is for the sole use of permanent residents. Visitors shall adhere to the Visitor Parking bylaw listed below.
- (3) Parking spaces assigned to a strata lot cannot be rented or leased to non-residents.
- (4) No other motor vehicle, bicycles, trailer, boat, equipment or items of any kind shall be parked or placed on any common property without the prior written approval of the Strata Council.
- (5) No vehicle shall be parked in a manner which reduces the width of your neighbour's parking space. Parking is not permitted in the turnaround area of the Visitor Parking spaces.
- (6) Excessive speeds and dangerous driving are prohibited in all the parking areas.
- (7) No person(s) is/are allowed to camp overnight in any type of vehicle in common areas.
- (8) No vehicle shall be parked in the loading zone in front of the building for a period longer than the time reasonably required for the loading or unloading of the vehicle.
- (9) Any vehicle, trailer, boat or equipment parked in contravention of the foregoing will be removed at its owner's sole risk and expense.
- (10) A resident must not store an uninsured vehicle on the common, limited common property, or on land that is a common asset.
- (11) A resident 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.
- (12) Only one vehicle may park in a designated parking space. In addition to one vehicle, a motorcycle may also be parked in a designated parking space, so long as it does not allow the accompanying vehicle to protrude beyond the parking space boundaries.
- (13) A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds), or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical parts.
- (14) Parking stalls are for vehicles only and no boxes, shelves, carts, old furniture or other items are permitted to be stored in the underground parking area, passageways or any other common property space. This is against the Fire Department Standards and could result in a fine levied against the Strata Corporation. Violators will be fined.
- (15) The use of the bicycle rack located at the front lobby entrance is to be used by Visitors only and is limited to 12 consecutive hours of any 24 hour period. All bicycles using the front entry rack need to register their bicycle with the front desk concierge. (Ratified July 19, 2016)
- (16) No owner may permit a vehicle to drip excessive oil or gasoline on the common property or limited common property. An owner, whose vehicle is dripping excessive oil or gasoline, must immediately remove and repair the vehicle and the owner must pay the cost of clean-up of the common property in addition to any fine. This rule also

applies to visitors of residents parking in the Visitor Parking spaces.

- (17) No resident, nor visitor of a resident, shall drive a vehicle on any part of the common property except designated driveways.
- (18) No resident, nor visitor of a resident, shall park a vehicle on the common property or limited common property except in a designated parking area.
- (19) No resident, nor visitor of a resident, shall permit their vehicles to block a driveway or a parking area entry on the common property or to park in such a manner so as to reduce the width of an adjacent parking space or walkway.
- (20) No basket carts, or shopping carts, from stores are permitted in the underground parking area, passageways, locker rooms or any other common property space. This is against the Fire Department Standards and could result in a fine levied against the Strata Corporation. Violators will be fined.

10. VISITOR PARKING

- (1) Visitor parking stalls (numbered 3 to 11) are for the exclusive use of visitors. No owners/residents may use the visitors parking area at any time. An exception is that owners and residents with a valid parking permit for people with disabilities may park in spaces specifically designated for accessible parking. Violators will be fined/ towed.
- (2) Residents must register their guests' vehicle with the Concierge within 10 minutes of the guest parking their vehicle and provide the following information:
- (3) Vehicle model and license plate;
 - a. Name and Phone number; and
 - b. Suite number and the name of the resident they are visiting.
- (4) A guest vehicle (regardless of how many different suites they may be a guest of) may not use the visitor parking facility for more than three (3) consecutive days or more than a total of (6) days per calendar month, unless first approved by Strata Council.
- (5) Visitors parking in the visitor lot do so at their own risk and must abide by any and all regulations that apply to the parking stalls in general.
- (6) Resident owners are responsible for any damage caused to the common property by their visitors.
- (7) Vehicles in violation of these rules will be towed at the liability and expense of the vehicle or suite owner.
- (8) No commercial vehicles are permitted to park in the visitors parking area overnight.

11. REPAIR AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION

- (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:
 - (1) the structure of a building;
 - (2) the exterior of a building;
 - (3) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (4) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (5) 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.

12. COUNCIL SIZE

- (1) The Council must be comprised of at least 3 and not more than 7 members.
- (2) The Council must, at all times, contain a minimum of one representative from the Commercial Section.
- (3) No owner shall stand for Council, or continue to be on Council if the owner is in arrears in an amount of \$100 over 60 days for any of the following:
 - a. strata fees;
 - b. special levy;
 - c. reimbursement of the cost of work referred to in Section 86 of the Act; or
 - d. the strata lots share of the judgment against the Strata Corporation.
- (4) The only persons who are eligible to be Council members are the following:
 - a. Owners;

- b. Tenants, who under Section 147 or 148 of the Act, have been assigned a landlord's right to stand on Council
- (5) Any tenant, who is elected to Council, cease being a Council member if they move away from the Strata Corporation. The resignation of the Council member is deemed to have occurred the day they move from the Strata Corporation.

13. TERM OF OFFICE

- (1) The term of office of a Council member ends at the annual general meeting at which the Council members term has been completed or any Council member who resigns from the term early.
- (2) A person whose term as Council member is ending is eligible for reelection.

14. REMOVING COUNCIL MEMBER

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

15. REPLACING COUNCIL MEMBER

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

16. OFFICERS

- (1) At the first meeting of the Council held after each annual general meeting of the Strata Corporation, the Council must elect, from among its members, a president, a vice

president, a secretary and a treasurer.

- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
 - a. While the president is absent or is unwilling or unable to act, or
 - b. for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

17. CALLING COUNCIL MEETINGS

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

18. QUORUM OF COUNCIL

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

19. COUNCIL MEETINGS

- (1) At the option of the Council, Council meetings may be held by electronic means, if at all

times Council members and other participants can communicate with each other in real time.

- (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. discussions with legal counsel;
 - d. legal opinions, legal action or potential legal action taken by or against the Strata Corporation;
 - e. discussions which could lead to a waiver of litigation privilege and/or solicitor- client privilege; and
 - f. any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

20. VOTING AT COUNCIL MEETINGS

- (1) At Council meetings, decisions must be made by a majority of Council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a Council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a Council meeting must be recorded in the Council meeting minutes.
- (4) 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.

21. DELEGATION OF COUNCIL'S POWERS AND DUTIES

- (1) Subject to subsections (2) to (4), the Council may delegate some or all of its powers and duties to one or more Council members or persons who are not members of the Council and may revoke the delegation.
- (2) The Council may delegate its spending powers 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.

22. SPENDING RESTRICTIONS/UNAPPROVED EXPENDITURES

- (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 the 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.
- (3) For the purposes of section 98(2) of the Act, if a proposed expenditure has not been put forward for approval in the budget or at an annual or special general meeting, the Strata Corporation may only make the expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made under this subsection in the same fiscal year, is less than \$10,000.

23. PROCUREMENT OF GOODS AND SERVICES

- (1) All quotes, specifications, and contracts entered into by the Council will be in writing: there will be no oral agreements in place for the procurement of goods and services under this Bylaw.
- (2) The Council shall seek competitive bids for any potential purchases or contracts for goods and services that exceed \$10,000 or for contracts for ongoing services that extend for more than three (3) months in duration.
- (3) The Council reserves the right to reject any quotations and to select a quotation on a basis other than lowest cost, if it is deemed to be in the best interest of the Strata Corporation.
- (4) Any Council member that has a perceived, potential or actual conflict ("Conflict") for the procurement of goods or services must disclose this fact immediately and in writing to the Council.
- (5) Conflicts include, but are not limited to:
 - a. ownership (partial or otherwise) or a potential supplier that is bidding for a contract with Strata Corporation;

- b. promoting the use of a supplier, whose owner/agent/employees are friends or related to a Council member; and
 - c. any relationship in which a Council member may profit or benefit from the use of a particular supplier.
- (6) Failure to disclose any Conflicts will result in immediate termination of the Council member's term.
 - (7) If a Conflict exists with a supplier, the Strata Corporation must not contract with that supplier subject to subsection (8).
 - (8) If a Conflict exists with a supplier and that specific supplier is the only available supplier, or if the use of that supplier is in the best interests of the Strata Corporation despite the Conflict, then the owners may vote to accept or reject the use of that supplier by simple majority at an annual general or special general meeting.
 - (9) Any Council member who has a Conflict as set out in subsection (5) shall recuse themselves from any discussions, negotiations, or votes regarding the potential use of a supplier pursuant to subsection (8).
 - (10) The Council has the authority to negotiate and enter into contracts on behalf of all owners for the provision of bulk utilities including, but not limited to, cable, internet, and telephone services.
 - (11) The cost of providing bulk utilities under any contract entered into pursuant to subsection (10), will be added to and form part of the strata lot owner's monthly strata fees and calculated in accordance with the unit entitlement pursuant to Section 99 of the Act.

24. LIMITATION ON LIABILITY OF COUNCIL MEMBER

- (1) A Council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power 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.

25. COMPLAINT, RIGHT TO ANSWER AND NOTICE DECISION

- (1) The Strata Corporation must not:
 - a. impose a fine against a person;
 - b. require a person to pay the costs of remedying contravention; or
 - c. deny a person the use of a recreational facilityfor a contravention of a Bylaw or Rule, unless a Strata Corporation has:
 - d. received a complaint about the contravention;
 - e. given the owner or tenant the particulars of the complaint, in writing, and a

reasonable opportunity to answer the complaint, including a hearing if requested by the owner or tenant; and

- f. if a person is a tenant, give notice of the complaint to the tenant's landlord and to the owner.
- (2) The Strata Corporation must, as soon as feasible, give notice in writing of a decision on a matter referred to in subsection 1 a., b. or c., to the persons referred to in subsection 1 e. and f.
- (3) Once the Strata Corporation has complied with this section in respect of the contravention of a Bylaw or Rule, it may impose a fine or other penalty for continuing contravention of that Bylaw or Rule, without further compliance with this section.

26. MAXIMUM FINE

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

27. CONTINUING CONTRAVENTION

- (1) The frequency at which fines may be imposed for a continuing contravention of a Bylaw or Rule is:
 - a. every 7 days; and
 - b. for the purposes of the fine set out in Bylaw 26 (1) (d), a fine may be imposed daily.

28. QUORUM AND PERSON TO CHAIR MEETING

- (1) If within 15 minutes 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 will constitute a quorum.
- (2) Subsection 1 of this Bylaw is an alternative to section 48(3) of the Act. This Bylaw does not apply to a meeting convened pursuant to section 43 of the Act and failure to obtain a quorum for a meeting convened pursuant to section 43 of the Act terminates and does not adjourn that meeting.
- (3) Annual and special general meetings must be chaired by the president of the Council.
- (4) If the president of the Council is unwilling or unable to act, the meeting must be chaired by the vice president of the Council.

- (5) If neither the president nor the vice president of the Council chairs the meeting, a chair must be elected by a majority vote of the eligible voters present in person or by proxy from among those persons who are present at the meeting.

29. PARTICIPATION BY OTHER THAN ELIGIBLE VOTERS

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

30. VOTING

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show 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) Despite anything in this section, an election of Council must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (7) If the Strata Corporation is entitled to register a lien against a strata lot pursuant to section 116(1) of the Act, the vote for the strata lot shall not be exercised at any annual or special general meeting, except on matters requiring a unanimous vote.

31. ORDER OF BUSINESS

- (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 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; and
- n. terminate the meeting.

32. VOLUNTARY DISPUTE RESOLUTION

- (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 Regulation, 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.

33. SMALL CLAIMS/ CIVIL RESOLUTION TRIBUNAL (“CRT”) ACTIONS

- (1) Pursuant to sections 171 and 189.4 of the Act, the Council is hereby authorized, in its sole discretion, to commence legal proceedings:
 - a. under the *Small Claims Act* to collect money owing; and/or
 - b. in the CRT for any matter within the CRT’s jurisdiction
 without the requirement of approval by way of a ¾ vote resolution of the owners at an

annual or special general meeting to commence the legal proceeding.

- (2) Notwithstanding this provision, the Strata Corporation will give 2 weeks' written notice demanding payment from an owner or tenant and indicating that action may be taken if payment is not made within that 2-week period before any action is taken, pursuant to section 112 of the Act.

34. LANDLORD AND TENANT RESPONSIBILITIES

- (1) Before an owner or their rental management company rents all or part of a residential strata lot, the owner or rental management company must give the perspective tenant:
 - a. a copy of the current Bylaws and Rules; and
 - b. a Notice of the Tenant's Responsibility – Form K, to be filled out and returned to the Strata Corporation within two weeks of occupancy.
- (2) An owner who fails to provide the appropriate forms, as outlined in this provision, will be subject to a fine.
- (3) A landlord is responsible for its tenant and will reimburse the Strata Corporation and save it harmless against any and all costs and expenses, including legal costs, fees, taxes, disbursements, and other related expenses, on a full indemnity basis for the acts and/or omissions of a tenant.
- (4) A landlord is responsible to reimburse the Strata Corporation for any judgments, awards, fines or other financial penalties, and or injunctive relief imposed on the Strata Corporation for the acts or omissions of the tenant.
- (5) Any fines costs for remedying a contravention of the Bylaws or the Rules levied against a tenant becomes the responsibility of an owner if the tenant refuses to pay the fine.
- (6) Upon written request by the Council, an owner will evict a tenant for repeated or continuing contravention of a reasonable and significant Bylaw pursuant to Section 147 of the Act and the *Residential Tenancy Act*.
- (7) If any owner refuses to evict a tenant under this Bylaw, then that owner is deemed to have made the Strata Corporation the owner's agent for the purposes of the *Residential Tenancy Act* and Section 138 of the Act.
- (8) All tenants have an obligation under the Act to:
 - a. follow the Bylaws and the Rules of the Strata Corporation; and
 - b. sign a Notice of the Tenant's Responsibilities – Form K.
- (9) Tenants will:
 - a. maintain reasonable cleanliness and sanitary standards throughout the strata lot and common property;
 - b. avoid noisy or unruly disturbances, which may bother or interfere with other residents;

- c. repair or pay to repair damages caused by the tenant or their guests; and
- d. not use their strata lot or common area for any illegal purpose or in contravention of the Act or the Bylaws.

35. INSURANCE & INDEMNITY

- (1) The Strata Corporation shall maintain insurance for buildings, common facilities and any insurable improvements owned by the Strata Corporation to their replacement value, against those perils as required by the Regulation.
- (2) The Strata Corporation may obtain and maintain insurance against other perils, including liability to the amount it considers advisable.
- (3) Owners shall obtain and maintain insurance for loss or damage to their strata lots against fire and other perils in excess of the insurance obtained by the Strata Corporation.
- (4) Owners shall obtain and maintain insurance for damage to any improvements within their strata lots.
- (5) Owners and tenants are required to maintain homeowner/tenant insurance for their strata lot.
- (6) An owner, tenant, occupant or visitor must not allow damage other than reasonable wear and tear to the common property, limited common property, common assets, or those parts of any strata lot which the Strata Corporation must repair and maintain under the Bylaws or insure under section 149 of the Act.
- (7) An owner is responsible for any damage to any property described in subsection (6).
- (8) An owner is responsible for what occurs within their strata lot and is deemed to be responsible for any loss or damage caused to the common property, limited common property, common assets or to any strata lot, where the source of such loss or damage originated within the owner's strata lot and the loss or damage is not covered by the Strata Corporation's insurance policy.
- (9) An owner is deemed to be responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, where the source of such loss or damage is the Owner, the Owner's tenant(s), occupant(s), visitor(s) or pets and the loss or damage is not covered by the Strata Corporation's insurance policy.
- (10) If any loss or damage deemed to be the responsibility of an owner under this Bylaw results in a claim against any insurance policy held by the Strata Corporation, the owner is absolutely 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 Strata Corporation's insurance coverage. The owner shall indemnify and save harmless the Strata Corporation for these amounts.

- (11) If any loss or damage deemed to be the responsibility of an owner under this Bylaw is at or below the amount of the insurance deductible for an insurance policy held by the Strata Corporation such that no claim is made under the policy, the owner is strictly liable to pay for such loss or damage and the responsible owner shall indemnify and save harmless the Strata Corporation for any resulting expense for maintenance, repair or replacement rendered necessary, which it is the Strata Corporation's legal right or responsibility to perform.
- (12) Nothing in the Bylaws shall restrict or limit in any way the rights of the Strata Corporation under sections 133 or 158 of the Act.
- (13) Any amount that an owner is responsible to pay the Strata Corporation under this Bylaw shall be assessed against the owner's strata lot and included/charged back to the owner in the statement of account for that strata lot.

36. UNENFORCEABLE BYLAWS

- (1) The Council retains the right to grant exemptions to any Bylaw in force for the purposes of remedying any contravention of the *Human Rights Code* or any other enactment or law.
- (2) If an exemption is granted pursuant to this Bylaw, the Council will set out in writing the terms, conditions and time frames under which the exemption is granted.

37. GARBAGE DISPOSAL

- (1) Only normal household garbage and recyclables, as defined by the authority responsible for collecting/disposing of garbage and recyclables for the Strata Corporation (the "Authority") may be placed in the common garbage bins and recycling bins provided.
- (2) The disposal in the common garbage bins and recycling bins provided of any hazardous waste, construction or commercial materials, or other waste that is banned by the Authority is strictly prohibited.

38. RECREATIONAL FACILITIES

- (1) The use of the Strata Corporation's recreation facilities shall be restricted to owners and their guests.
- (2) Owners are responsible for the conduct of their guests during the use of these recreational facilities.
- (3) Guests under the age of eighteen (18) years of age, who may make use of the Strata Corporation's recreational facilities, must be accompanied by an owner.
- (4) Owners shall be responsible for any damage caused by their guests and replace any supplies that are used.

- (5) Owners and their guests who leave their personal property within the Strata Corporation's recreational facilities or on common property do so at their own risk.
- (6) The Strata Corporation shall not be responsible for the loss or damage to any property left on the recreational facilities or other common property.
- (7) Pets are not permitted within the recreational facilities.

39. BICYCLES AND STORAGE

- (1) No bicycles are to be kept in/on balconies or patios.
- (2) No bicycles are to be kept in balconies or patios.
- (3) All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only.
- (4) Bicycles, locked or unlocked, will not be kept in any common areas, hallways or lobby area except in areas specifically designated. Bicycles taken through any common areas must be clean and dry.
- (5) Any owner, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at their own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata Corporation by anyone that is an insured under that policy.

40. MOVE IN/MOVE OUT

- (1) The Strata Corporation may regulate the times and manner in which any person moves into or out of strata lots and may require that such moves be coordinated with the manager of the building at least seven days in advance of such moves, or such lesser, as the Council may, in its sole discretion, permit.
- (2) An owner or tenant must notify the Strata Corporation in advance of the date and time that the owner or tenant will be moving into or out of the strata lot.

41. SMOKING

- (1) All buildings and lands that comprise the Strata Corporation are strictly non-smoking, and smoking is prohibited in all areas, including but not limited to:
 - a. in a strata lot;
 - b. on common property, including limited common property;
 - c. in or around recreational and common facilities;
 - d. on patios and balconies;
 - e. in hallways, elevators, parking areas, stairs, storage locker areas and recreational areas; and

- f. within 10 metres from any doorway, window, or air intake; or
 - g. as set out in the *Tobacco and Vapour Products Control Act* and the *Tobacco and Vapour Products Control Regulation* (and amendments thereto).
- (2) For the purposes of this Bylaw, the term “smoking” includes, but is not limited to:
- a. inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or any other substances;
 - b. the burning, combusting and/or vaporizing of:
 - i. tobacco of any type;
 - ii. any plant, plant product or by-product;
 - iii. any drugs or pharmaceuticals including, but not limited to, cannabis, cocaine, crack cocaine, hashish, methamphetamines, heroin or any other controlled substances as defined in the *Controlled Drugs and Substances Act* (and amendments thereto); and
 - iv. e-liquids or other substances used in vaporizers, electronic-cigarettes or similar appliances which allow for the inhalation of vapour of atomized liquids or substances.

42. CANNABIS

- (1) An owner, tenant, occupant or visitor is prohibited from growing, cultivating, harvesting, manufacturing, selling or distributing cannabis/marijuana/hemp (“Cannabis”) or Cannabis products anywhere within the Strata Corporation and for further clarity, including the following areas:
- a. a strata lot;
 - b. any common property including hallways, elevators, parking garages, service rooms, storage lockers, stairs and amenity rooms;
 - c. any limited common property;
 - d. a balcony, patio or deck; and/or
 - e. any exterior common property.
- (2) An Owner shall indemnify and save harmless the Strata Corporation from any direct or indirect expenses incurred by the Strata Corporation for maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot (including the owner’s strata lot) as a result of damage arising from growing, cultivating, harvesting, manufacturing, selling or distributing Cannabis or Cannabis products within an owner’s strata lot or on common property, limited common property, common assets or anywhere within the Strata Corporation, but only to the extent

that such expense is not reimbursed from the proceeds received by operation of any insurance policy held by the Strata Corporation. In such circumstances, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the owner, pursuant to section 158(2) of the *Strata Property Act*.

- (3) An owner shall indemnify and save harmless the Strata Corporation for any legal costs it incurs, on a solicitor and own client basis, for enforcement of the Strata Corporation's bylaws as a direct or indirect result of cultivating, harvesting, manufacturing, selling or distributing Cannabis or Cannabis products.

43. SELLING OF STRATA LOTS

- (1) An owner of a strata lot, when selling their strata lot, is only permitted to place a "For Sale" sign on the signage board designated for that purpose which is located adjacent to the entrance of the Strata Corporation.
- (2) An owner of a strata lot, when selling a strata lot, will not hold or permit to be held, any public open house except in the manner prescribed by the Council. One open house for agents will be allowed per listing. Unless the Council otherwise prescribes, all showings must be by appointment only.

44. RECOVERY OF LEGAL COSTS AND EXPENSES

- (1) If the Strata Corporation incurs legal fees or expenses relating to an owner, tenant, occupant and/or strata lot in order to:
 - a. collect unpaid strata fees or special levies;
 - b. collect fines levied against the owner;
 - c. recover costs of repairing damage to common property, limited common property or a strata lot caused by an owner, tenant, occupant or an owner's guest;
 - d. recover costs to investigate and correct any unauthorized alterations to the strata lot and/or common property;
 - e. recover an insurance deductible for a claim for loss or damage for which an owner is responsible; or
 - f. enforce the Bylaws or Rules;

The owner, tenant, and/or occupant responsible for the above noted expenses or arrears shall reimburse the Strata Corporation and save it harmless against any and all costs and expense required to collect such expenses or arrears, including all legal costs, comprised of fees, taxes, disbursements, and other related expenses on a solicitor and own client/full indemnity basis.

45. PRIVACY & SECURITY

- (1) For the purposes of the Act, other enactments, and security reasons, the Strata Corporation is required to obtain and retain personal information of the owners, tenants or occupants of the Strata Corporation. This information is for Strata Corporation purposes only as permitted or required by federal and provincial privacy legislation. It is not to be used by the Strata Corporation or any individuals with respect to information, including Council members, former Council members, agents, employees, or contracts with the Strata Corporation for any purposes whatsoever other than for the contact of and benefit for the Owners of the Strata Corporation or as set out in this Bylaw.
- (2) For the purposes of the Act and other enactments, the security of the owners, tenants and visitors of the Strata Corporation and for the protection of common property and common assets, the Strata Corporation is authorized to purchase, install, monitor, repair, replace, remove/move, alter and operate the following security/monitoring systems within the Strata Corporation:
 - a. Closed circuit television/video surveillance equipment (“CCTV”) installed in the following areas, operating twenty-four (24) hours a day, seven (7) days a week:
 - i. fitness room;
 - ii. lobby;
 - iii. main entry intercom;
 - iv. P1 intercom;
 - v. main parking ramp;
 - vi. resident gate;
 - vii. amenity room;
 - viii. meeting room;
 - ix. garbage room;
 - x. elevator cabins 1,2 &3;
 - xi. outside the front entrance; and
 - xii. outside stairs on the Howe Street side; and
 - b. Electronic security access systems (“FOB”) in various entryways within the Strata Corporation, which will record within the FOB activity such as time/dates of the opening of doors and store that information so it may be reviewed.
- (3) The Strata Corporation is authorized to add/subtract the number of CCTV cameras or FOB locations in use within the Strata Corporation as the Council, in its discretion, considers necessary to meet the objectives of safety, security and management of the Strata Corporation and its occupants.
- (4) The Strata Corporation has installed signs in various locations within the Strata Corporation warning that the area is monitored by CCTV cameras.

- (5) The CCTV recordings will be stored electronically for a period of up to thirty (30) days from the date of recording before being overwritten, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes.
- (6) The FOB records will be stored electronically for a period of up to thirty (30) days from the date of recording before being overwritten, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes.
- (7) The CCTV and FOB systems' (collectively, the "Security System") recordings and/or usage records (collectively, the "Records") will be used only for the purposes of law enforcement, the enforcement of the Bylaws and Rules which relate to the management, safety and security of the building and its occupants.
- (8) Personal information of owners, tenants, occupants or visitors will be only be disclosed or reviewed by the Council or the Strata Corporation's property manager:
 - a. to identify and communicate with each strata unit owner and/or tenant;
 - b. to process strata fee payments;
 - c. to respond to emergencies;
 - d. to ensure the protection of common property or common assets of the Strata Corporation;
 - e. to ensure compliance with the Strata Corporation's legal obligations;
 - f. pursuant to a Court Order, warrant or equivalent authorization in accordance with the terms of the authorizing document;
 - g. as required to govern or manage the Strata Corporation;
 - h. as requested by an owner, tenant, or occupant who may request access to the Records which contains images/information of the person making the request, provided written permission of any other person(s) present in any recording is obtained and provided within fourteen (14) days of the image/information being recorded, in which case the recording will be retained for an additional thirty (30) days in order to permit viewing, unless a longer time period has been agreed to between the persons requesting the viewing and the Council; and
 - i. as requested by any person or agency, without a court order and as permitted by law, as determined by a majority vote of the Council, if the disclosure is in the best interest of the Strata Corporation, including but not limited to:
 - i. An insurance company adjusting a claim;
 - ii. A law enforcement agency; or
 - iii. A Government agency.
- (9) No owners, tenants, occupants, visitors, or members of the public will be entitled to view or receive a copy of the Records, unless a written request is made for that person's own personal information as recorded by the Security System. The Strata Corporation reserves the right to charge \$50 per hour payable in advance, if charged by the Strata Corporation's management firm, to any person making a request for a review of the

Records regardless of if the review provides the information requested or not. The Strata Corporation is not required to review or copy the Records if the person making the request refuses to pay the costs as outlined above or does not have the written consent of others as set out in bylaw 45(8)(h).

- (10) The Security System's hardware and recording system will be secured and located in the locked mechanical room, and the system will be password protected with the Strata Corporation's management firm, security service contractor, and members of Council being provided with individual passwords for access, access to be terminated within ten (10) days of a change of Council or management.
- (11) Access to or review of the Records shall be restricted to two (2) persons: two (2) Council members or one (1) Council member and the strata manager, both of which must be present during access/review of the Records.
- (12) A Security System log will be created and kept in proximity to the Security System's recording systems. Any persons accessing, reviewing or copying the Records will indicate in the log the reason/purpose for the review and/or access to the Records, the date and time of the review, the names and positions of the persons conducting the review of the Records. If a copy of the Records is made, the log should contain an explanation of why the copy was made, to whom it was given, and provide particulars of the contents of the copy, including dates, times and locations of the Records which were copied and a brief synopsis of the information which is contained in the copy.
- (13) A Council member will be appointed as privacy officer and this person shall be responsible to address all requests for the Records, ensure that the Strata Corporation is in compliance with the *Personal Information Protection Act* ("PIPA") and/or other privacy legislation and prevent unauthorized access to the Security System and the Records.
- (14) Any information obtained via the Security System is for Strata Corporation purposes only in accordance with the provisions of PIPA. It is not to be used by the Strata Corporation or any individuals, including Council members, former Council members, agents, employees, or contractors of the Strata Corporation for any purposes whatsoever other than for the benefit or betterment of the Strata Corporation or its owners, as set out in this bylaw.
- (15) In installing and/or maintaining the Security System described herein, the Strata Corporation makes no representation 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 out of negligence or otherwise) for personal security or personal property in area monitored by any of the systems.
- (16) No owner, tenant or occupant may interfere with, move, change or alter any CCTV or FOB system.

- (17) An owner, tenant or occupant must report any lost or stolen FOB to the Council immediately.

46. NO WAIVER

- (1) Any failure or delay by the Strata Corporation to enforce a Bylaw will not constitute a waiver of its rights to do so in the future.

47. SEVERABILITY

- (1) All provisions within these Bylaws shall be deemed independent and severable and the invalidity in whole or in part of any Bylaw does not affect the validity of the remaining Bylaws, which shall continue in full force and effect as if such invalid portion had never been included.

48. MAXIMUM OCCUPANCY

- (1) The number of individuals residing in a strata lot within the Strata Corporation is restricted as follows:
- a. No more than two people per studio unit;
 - b. No more than three people per one-bedroom unit;
 - c. No more than four people per two-bedroom unit;
 - d. No more than six people per three-bedroom unit;
 - e. Exceptions to these restrictions may be made, in writing to the Strata council, prior to occupancy.

49. SEPARATE SECTIONS AND ASSOCIATED PROVISIONS

- (1) Strata lot 212 shall be one Section of strata lots and shall be referred to in these bylaws, collectively, as the "Commercial Section".
- (2) Strata lots 1 - 211 shall be one Section of strata lots and shall be referred to in these bylaws, collectively, as the "Residential Section".
- (3) The Commercial Section shall have its own operating fund and contingency reserve fund for common expenses that relate to and benefit only the strata lots in the Commercial Section. Contributions to the operating fund and contingency reserve fund for the Commercial Section shall be shared only by the owners of the strata lots in the Commercial Section and contributed to by the strata lots in the Commercial Section in accordance with section 99 of the Act.
- (4) The Residential Section shall have its own operating fund and contingency reserve fund for common expenses that relate to and benefit only the strata lots in the Residential

Section. Contributions to the operating fund and contingency reserve fund for the strata lots in the Residential Section shall be shared only by the strata lots of the Residential Section and contributed to by the strata lots in the Residential Section in accordance with section 99 of the Act.

- (5) The Strata Corporation shall have its own operating fund and contingency reserve fund for common expenses that relate to and benefit all of the strata lots in the Strata Corporation. Contributions to the operating fund and contingency reserve fund for the Strata Corporation shall be shared by the strata lots in the Commercial Section and the Residential Section. Each strata lot's share of common expenses of the Strata Corporation shall be calculated in accordance with section 99 of the Act.
- (6) A contribution to an operating fund expense that relates to and benefits only limited common property, shall be shared only by owners of the strata lots entitled to use the limited common property.
- (7) Expenses that are attributable exclusively to the Commercial Section, including but not limited to the following:
 - a. the cost of utilities that have been separately metered to the Commercial Section;
 - b. the cost of services that have been separately provided to the Commercial Section; and
 - c. the cost of any necessary maintenance, repair and replacements of the areas that form part of the Commercial Section's duty to repair and maintain under these Bylaws, must be borne by the owner(s) of the sole Commercial strata lot and paid from:
 - d. the operating budget of the Commercial Section;
 - e. a special levy of the Commercial Section; or
 - f. from the contingency reserve fund of the Commercial Section, as applicable.
- (8) Expenses that are attributable exclusively to the Residential Section, including but not limited to the following:
 - a. the cost of utilities that have been separately metered to the Residential Section;
 - b. the cost of services that have been separately provided to the Residential Section; andthe cost of any necessary maintenance, repair and replacements of the areas that form part of the Residential Section;
 - c. the operating budget of the Residential Section;
 - d. a special levy of the Residential Section; or
 - e. from the contingency reserve fund of the Residential Section, as applicable.

Building Exteriors

- (9) The Commercial Section has exclusive jurisdiction to adopt rules and bylaws to control,

manage and administer:

- a. the location, size, material and aesthetics of all signage to be attached to the exterior of the building appurtenant to the Commercial Section;
 - b. the location, size, materials and aesthetics of all awnings and other items attached to the exterior of the building appurtenant to the Commercial Section;
 - c. the location, size materials and aesthetics of all signage located on the common property appurtenant to the Commercial Section; and
 - d. the location, size, materials and aesthetics of all signage located in a strata lot in the Commercial Section and visible from the exterior of the building.
- (10) Bylaw 49 (9) may only be amended, replaced or repealed by a unanimous vote of the Commercial Section.

Access Arrangements

- (11) Pursuant to Sections 100 and 194(2) of the Act, the Commercial Section may from time to time access portions of the Residential Section and the Residential Section may from time to time access portions of the Commercial Section designated as limited common property for the purposes of carrying out the powers and duties of the Strata Corporation regarding certain portions of the common property appurtenant only to the Commercial Section or Residential Section, as applicable.
- (12) Bylaw 49 (11) may only be amended, replaced or repealed by a unanimous vote of the Strata Corporation.

Bylaws and Rules Affecting the Commercial Strata Lots

- (13) No bylaws, rules or regulations shall be enacted, repealed or amended that may affect the strata lots comprising the Commercial Section, including, without limitation the Common Property used or intended to be used by the owners of the Commercial Section and the tenants, licensees, agents workmen, employees and invitees of the owners of the Commercial Section (collectively the “Commercial Section Property”) in such a way that may interfere, directly or indirectly, with the use and enjoyment of the Commercial Section Property as commercial property in accordance with the relevant bylaws of the City of Coquitlam and the laws of general application.
- (14) Bylaw 49 (13) may only be amended, replaced or repealed by unanimous vote of the Strata Corporation.

Commercial Limitations

- (15) The Strata Lot forming the Commercial Section shall not be used, in whole or in part, for any of the following purposes:
- a. the sale of insurance salvage stock, fire sale stock, or bankruptcy stock;

- b. an auction, bulk sale, liquidation sale, “going out of business” or bankruptcy sale;
- c. a billiard or pool parlour;
- d. a video game arcade or any other place of recreation or amusement;
- e. an off-track betting establishment;
- f. an adult entertainment centre, an adult bookstore and/or a strip club;
- g. a flea market or pawnshop or similar type operation;
- h. any use which includes the sale, display, or rental of sexually oriented goods or services including but not limited to a book store, video store;
- i. massage parlour, and;
- j. any army-navy surplus or salvage or odd-lot type store (other than clearance or warehouse style retail outlets).

STRATA PLAN EPS 1290 MADDOX



RULES

RULES

STRATA PLAN EPS 1290 *MADDOX*

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**MADDOX
STRATA PLAN EPS 1290**

RULES

Please remember that as a strata lot owner, each of you have a vested interest in properly maintaining the common areas.

To protect your investment, the philosophy of taking responsibility for the use, safety and condition of the common property is conveyed in the Rules that follow. Any consent, approval or permission given under these Rules must be given by the Strata Council, or the managing agent acting upon the instructions of the Strata Council, and must be in writing.

Any reference in the Rules to “Owners” applies to all residents.

SECURITY

Garage Gate to Underground Parking:

- 1. Entering the Parkade:** To help prevent unauthorized entry to the building, all drivers must bring their vehicle to a full stop and wait until each gate has closed behind their car before proceeding to their parking stall or out of the parking area. The driver in each subsequent car must wait until the gate is starting to close before pressing the garage button on their key fob to re-open the gate. This indicates to the preceding driver that the following driver is a resident of the building.

Exiting the parkade: To help prevent unauthorized entry to the building, all drivers must bring their vehicle to a full stop at each gate and wait until the gate has closed before exiting the parking area. If multiple vehicles are lined up to exit the parking area, then only the last vehicle in line will be responsible to stop at each gate and make sure the gates have closed behind their car before proceeding.

Doors:

- 2.** Storing wedges near to entrance doors is a security risk. Therefore, door wedges are not to be stored near any common area doors. You may temporarily prop open a door with your own object when bringing in bags, shopping, boxes, or other articles from your car. This object should then be taken away with you.

Entrance Door:

3. When entering through the front entrance, do not allow followers into the building unless they are known to you.

Restricted Common Areas:

4. No owner or visitor is permitted in any part of the restricted common areas of the building such as the roof, electrical rooms, mechanical rooms, and locked rooms other than their own, except with the express permission of the Strata Council.

Guests in Amenity Room:

5. For security reasons, all guests to the Amenity Room must be met at the entrance door. At no time is the entrance door to be propped open allowing unrestricted access to the building.

Moves In/Out:

6. During a move into or out of the building, a resident must not leave the front entrance doors unattended. Also, vehicles used for moving purposes and parked in front of the building must be removed from the front area as soon as the move has been completed.

Solicitations:

7. Solicitation is not permitted anywhere in or about the building or common property for any cause, except as required by the Election Act (Canada) and similar provincial registration.

MOVES IN AND/OR OUT

1. Owners are required to contact the concierge to arrange for a move. The concierge will arrange to lock off the elevator and hang protective coverings in the elevator.
2. Owners are required to give the concierge a minimum of one week's notice of a move. If this does not occur and an owner gives less than one week's notice, or does not give notice, the owner is subject to a fine.

3. Owners are to pay due care and attention to the elevator, surrounding walls, carpets, and doors when moving furniture.
 4. Residents are directly responsible for moving personnel and/or friends/relatives who are assisting with their move. All must adhere to the Bylaws and Rules of the Strata Corporation. At no time should the front entrance doors be left unattended. Any violations may result in fines to the resident.
 5. Each move-in shall be assessed a non-refundable moving fee of Two Hundred (\$200.00) Dollars, which shall be due and payable a minimum of five (5) days in advance of the move. The fee will cover costs incurred for building damage, wear and tear, and illegal dumping due to moves. The move in fee applies regardless of whether or not there is furniture moved and/or if the elevator is booked.
 6. Each move-in and/or move-out shall also be assessed a refundable damage deposit of Five Hundred (\$500.00) Dollars, which shall be due and payable a minimum of five (5) days in advance of a move.
 7. The fees, as stated above, shall be paid separately for ease of return of the refundable deposit of Five Hundred (\$500.00) Dollars.
 8. The refundable deposit shall be returned to the payee within seven (7) days following the move, if there are no damages to the elevator or common property.
 9. All boxes must be flattened and properly disposed of in the receptacle provided for same.
 10. As per the Strata Property Act, section 146, owners who are renting their suites must give the prospective tenant(s) the current Strata Bylaws and Rules, and a Notice of Tenant's Responsibilities (Form K). Within 2 weeks of renting all or part of a residential strata lot, the owner must provide the strata corporation a copy of the signed Form K.
-

EXERCISE ROOM

The Exercise Room is for the exclusive use of residents and their invited guests. The hours of operation are from 5:00 a.m. to 10:00 p.m., every day. In the interests of safety and enjoyment, the following Rules have been prepared and must be adhered to at all times: (Ratified July 19, 2016)

1. Guests must be accompanied at all times by their resident host.
2. The privacy and enjoyment of others using these facilities must be respected at all times.
3. Proper footwear and cover-ups shall be worn in the Exercise Room and, when going to and from the room.
4. No animals are permitted in these facilities.
5. Any and all accidents must be reported immediately to the concierge or to the Managing Agent.
6. Any person(s) causing damage to the facilities must immediately report such damage(s) to the concierge or Managing Agent.
7. Any person(s) noting a breach of these Rules, or abuse of the area, is to immediately report the incident to the concierge or Managing Agent. Any breach of the above Rules may be subject to fine(s) being levied against their strata lot in accordance with the Strata Corporation's Bylaws and/or the removal of privileges regarding use of the facilities. Additional charges may be levied for the repair or replacement of equipment that shows evidence of willful damage.
8. No food or alcoholic beverages are permitted in the Exercise Room.
9. For security reasons, at no time is the entrance door to the Exercise Room to be propped open.
10. After using the equipment, it must be wiped down.
11. No person(s) under the age of sixteen (16) years may use the Exercise Room, unless accompanied by an adult.
12. The playing of music is permitted at a reasonable volume, as long as everyone in the room is agreeable to it. No loud music is permitted. As the consideration to residents

living in close proximity to the gym, no music forms the gym TV/Music system is permitted before 8 am and after 10 pm. Please turn the TV/Music system off when leaving the gym.

13. When using weights do not drop them or bang them as it creates a disturbance for the residents living near the gym.
14. The gym cannot be used for commercial purposes. Personal training activities cannot take place in which the personal trainer brings non-resident clients to The Maddox to use the gym equipment.

ANY PERSON(S) USING THESE FACILITIES DO SO AT THEIR OWN RISK, AND RELEASE AND INDEMNIFY THE STRATA CORPORATION AND THE MANAGING AGENT FROM ANY AND ALL CLAIMS ARISING FROM THE USE OF THESE FACILITIES.

Owners and their guests who leave their personal property in the common property do so at their own risk. The Strata Corporation shall not be responsible for the loss or damage to any property left in the common property.

AMENITY ROOM

In compliance with the Rules adopted by the Strata Corporation, the following Rules and Procedures apply to the Amenity Room:

1. Use of the Amenity Room is for RESIDENTS AND THEIR GUESTS ONLY.
2. Guests of residents using these facilities must ALWAYS be accompanied by the residents.
3. Each unit may use the Amenity Room a maximum of 5 times per month.
4. A \$750 (seven-hundred-fifty dollars) refundable deposit payable by cheque made out to "Strata Plan EPS 1290" is required for use of the Amenity Room. For exclusive use (private function), the deposit is due and payable in advance, at the time the reservation is made. For community use, the deposit is due when picking up the fob. The deposit is to be submitted to the concierge and will be returned when the room, equipment, and contents are left in a clean and undamaged condition.

5. To reserve the Amenity Room for exclusive use, a rental fee of \$100 (one-hundred dollars) payable by cheque made out to “Strata Plan EPS 1290”, is to be submitted to the concierge at the time of reservation. The reservation fee will be forfeited if the reservation is canceled with less than 48 hours’ notice. The maximum number of persons permitted at an Amenity Room private function is 50.
6. The Amenity Room can also be used for non-private functions by all residents and their guests without making a previous reservation. On this “Community” basis each unit is limited to 5 people with a maximum of 10 people total in the Amenity Room. Each unit using the room will be required to submit the \$750 damage deposit. Resident must obtain a fob from concierge. Before the damage deposit is returned an inspection by the Concierge will be completed to confirm no damage and the room is clean.
7. All bookings of the Amenity Room must be made with the concierge.
8. Bookings made for the Strata Corporation and/or Council do not require a deposit or rental fee.
9. Bookings for the Strata Corporation business will take priority over private bookings and are subject to a one week booking rule. Emergency Council meetings can be held elsewhere if the Amenity Room has prior booking.
10. Proper attire is always required. The “No Shirt, No Shoes, No Entry” Rule is always enforced.
11. With the exception of service animals, no pets or animals are permitted in the Amenity Room, under any circumstances.
12. No person(s) under the age of 18 years may use the Amenity Room unless accompanied by an adult at all times.
13. The Amenity Room hours are Monday through Sunday 8:00 am to 10:00 pm.
14. The completion and affixing of signatures at the bottom of two (2) copies of these Rules by both the applicant and the concierge is required as an acknowledgment of understanding and a compliance with, the Rules and Procedures specified herein. The applicant is to receive one (1) copy and the concierge is to retain one (1) copy.
15. The cleaning of the Amenity Room must be completed immediately after the function has ended. For functions finishing at 10:00 pm a grace period of 1 hour is provided strictly for cleaning. Guests must have left the premises and only cleaning is allowed during this time. **SECURITY**

- 16.** For security reasons, all guests must be met at the entrance door. AT NO TIME is the ENTRANCE DOOR to be propped open allowing unrestricted access to the building.
- 17.** Alcohol is tolerated under the laws set out by the Province of British Columbia.
- 18.** Sound reproduction is allowed within reason. Owners/residents are reminded that there are adjoining homes to the Amenity Room and the owners/residents of those homes are entitled to quiet enjoyment.
- 19.** Owners/Residents who are found to be responsible for the tripping of the alarm will be in violation of these common rules and are liable to deprivation of common room privileges and/or a fine.

EQUIPMENT USAGE/DAMAGE

- 20.** Any and all Amenity Room equipment {including tables, chairs, coffee urn, etc.) USED FOR PRIVATE FUNCTIONS by individual residents are not to be removed from the Amenity Room and taken outdoors, nor is it to be borrowed for private purposes.
- 21.** Persons either causing damage or noting damage to the Amenity Room facilities, furnishings and/or equipment therein shall immediately report such damage to the concierge {who in turn is to report this to the Managing Agent) or directly to the Managing Agent.
- 22.** Those using tape on the walls do so at their own risk. Should paint damage occur, those causing the damage must either repair it or be assessed accordingly for it to be repaired by the Strata Corporation. Repair inspection is at the discretion of the Strata Council.
- 23.** Anyone found to deface, destroy or otherwise ruin any Strata property is liable for the damage(s) and/or loss of common room privileges and/or a fine.

CLEAN-UP

- 24.** Following ALL events, whether for the entire Strata Corporation or for private functions held by individual residents, the Amenity Room is to be returned to the condition in which it was found and ready for the next users. Furniture and equipment are to be returned to their original positions. The fridge, countertops, cupboards, sink and equipment used must be left in clean condition. All garbage is to be removed from the Amenity Room; and the carpet is to be vacuumed.

PROCEDURE REGARDING DAMAGE DEPOSIT REFUND

25. Both prior to, and after use, the concierge will inspect the Amenity Room in the presence of the resident to determine the condition of the Room, equipment and contents.
26. After the end-of-event inspection, the decision as to whether to return the \$750.00 deposit, in whole or in part, or whether the levying of any additional assessment is necessary, will be at the discretion of the concierge and/or the Strata Council. Damage and the ultimate repairs will be at the sole discretion of the Strata Council.
27. The Procedure for refunding the \$750.00 deposit will be as follows:
 - Following a SATISFACTORY end-of-event inspection whereby it is determined that no damage has occurred and that the foregoing clean-up criteria has been met, the concierge will immediately return the \$750.00 deposit in full.
 - Following an UNSATISFACTORY end-of-event inspection, the \$750.00 deposit will be retained until such time as is necessary and appropriate to ascertain the funds needed for required repairs, replacement or clean-up time. If no liability value is deemed to be in excess of the \$750.00 deposit, the applicant will be assessed for any overage of this deposit.

Persons breaching the above Rules are subject to being fined in accordance with the Strata Corporation Rules and/or the removal of privilege of use of the facility.

Owners and their guests who leave their personal property in the common property do so at their own risk. The Strata Corporation shall not be responsible for the loss or damage to any property left in the common property.

AMENITY ROOM BOOKING FORM

Date Amenity Room is required _____, 20____ from _____ o'clock to _____

I, the undersigned, agree to comply with the foregoing rules and procedures.

Printed Name Unit Number

Signature Date signed

Approved: _____
Concierge Date of booking and receipt of damage deposit

Rental Fee of \$100.00/day cheque payable to EPS 1290 (if applicable):

Post event inspection satisfactory and full deposit returned:

Concierge Date

\$750.00 Deposit returned and received by: Resident Signature Date

Post inspection unsatisfactory. Deposit turned over to Strata Council or:

If not enough room for comments, please write on the back of this sheet.

MEETING ROOM

In compliance with the Rules adopted by the Strata Corporation, the following Rules and Procedures apply to the Meeting Room:

CONDITIONAL USE

- 1.** Use of the Meeting Room is for RESIDENTS AND THEIR GUESTS ONLY.
- 2.** Guests of residents using these facilities must ALWAYS be accompanied by the residents.
- 3.** The Maximum number of Persons permitted in the Meeting Room is 15.
- 4.** Each unit may use the Meeting Room a maximum of 5 times per month.
- 5.** A \$500 (five-hundred dollars) refundable deposit payable by cheque made out to “Strata Plan EPS 1290” is required for use of the Meeting Room. For exclusive use (private function), the deposit is due and payable in advance, at the time the reservation is made. For community use, the deposit is due when picking up the fob. The deposit is to be submitted to the concierge and will be returned when the room, equipment, and contents are left in a clean and undamaged condition.
- 6.** All bookings of the Meeting Room must be made with the concierge.
- 7.** Bookings for the Strata Corporation business will take priority over private bookings and are subject to a one week booking rule. Emergency Council meetings can be held elsewhere if the Meeting Room has prior booking.
- 8.** Proper attire is always required. The “No Shirt, No Shoes, No Entry” Rule is always enforced.
- 9.** With the exception of service animals, no pets or animals are permitted in the Meeting Room, under any circumstances.
- 10.** No person(s) under the age of 18 years may use the Meeting Room unless accompanied by an adult at all times.
- 11.** The Meeting Room hours are Monday through Sunday 8:00 am to 10:00 pm.
- 12.** The completion and affixing of signatures at the bottom of two (2) copies of these Rules by both the applicant and the concierge is required as an acknowledgment of understanding and a compliance with, the Rules and Procedures specified herein. The applicant is to receive one (1) copy and the concierge is to retain one (1) copy.

13. The cleaning of the Meeting Room must be completed immediately after use has ended.

SECURITY

14. For security reasons, all guests must be met at the entrance door. AT NO TIME is the ENTRANCE DOOR to be propped open allowing unrestricted access to the building.

15. Alcohol is tolerated under the laws set out by the Province of British Columbia.

16. Sound reproduction is allowed within reason. Owners/residents are reminded that there are adjoining homes to the Meeting Room and the owners/residents of those homes are entitled to quiet enjoyment.

17. Owners/Residents who are found to be responsible for the tripping of the alarm will be in violation of these common rules and are liable to deprivation of the Meeting Room privileges and/or a fine.

EQUIPMENT USAGE/DAMAGE

18. Any and all Meeting Room equipment (including tables, chairs, art work, etc.) USED FOR PRIVATE FUNCTIONS by individual residents are not to be removed from the Meeting Room and taken outdoors, nor is it to be borrowed for private purposes.

19. Persons either causing damage or noting damage to the Meeting Room facilities, furnishings and/or equipment therein shall immediately report such damage to the concierge (who in turn is to report this to the Managing Agent) or directly to the Managing Agent.

20. Those using tape on the walls do so at their own risk. Should paint damage occur, those causing the damage must either repair it or be assessed accordingly for it to be repaired by the Strata Corporation. Repair inspection is at the discretion of the Strata Council.

21. Anyone found to deface, destroy or otherwise ruin any Strata property is liable for the damage(s) and/or loss of common room privileges and/or a fine.

CLEAN-UP

22. Following ALL events, whether for the entire Strata Corporation or for private functions held by individual residents, the Meeting Room is to be returned to the condition in which it was found and ready for the next users. Furniture and equipment are to be returned to their original positions. The fridge, countertops, cupboards, and equipment used must be left in clean condition. All garbage is to be removed from the Meeting Room; and the carpet is to be vacuumed.

PROCEDURE REGARDING DAMAGE DEPOSIT REFUND

- 23.** Both prior to, and after use, the concierge will inspect the Meeting Room in the presence of the resident to determine the condition of the Room, equipment and contents.
- 24.** After the end-of-event inspection, the decision as to whether to return the \$500.00 deposit, in whole or in part, or whether the levying of any additional assessment is necessary, will be at the discretion of the concierge and/or the Strata Council. Damage and the ultimate repairs will be at the sole discretion of the Strata Council.
- 25.** The Procedure for refunding the \$500.00 deposit will be as follows:
- Following a SATISFACTORY end-of-event inspection whereby it is determined that no damage has occurred and that the foregoing clean-up criteria has been met, the concierge will immediately return the \$500.00 deposit in full.
 - Following an UNSATISFACTORY end-of-event inspection, the \$500.00 deposit will be retained until such time as is necessary and appropriate to ascertain the funds needed for required repairs, replacement or clean-up time. If no liability value is deemed to be in excess of the \$500.00 deposit, the applicant will be assessed for any overage of this deposit.

Persons breaching the above Rules are subject to being fined in accordance with the Strata Corporation Rules and/or the removal of privilege of use of the facility.

Owners and their guests who leave their personal property in the common property do so at their own risk. The Strata Corporation shall not be responsible for the loss or damage to any property left in the common property.

MEETING ROOM BOOKING FORM

Date Meeting Room is required _____, 20____ from _____ o'clock to _____

I, the undersigned, agree to comply with the foregoing rules and procedures.

Printed Name Unit Number

Signature Date signed

Approved: _____
Concierge Date of booking and receipt of damage deposit

Post event inspection satisfactory and full deposit returned:

Concierge Date

\$500.00 Deposit returned and received by: Resident Signature Date

Post inspection unsatisfactory. Deposit turned over to Strata Council or:

If not enough room for comments, please write on the back of this sheet.

PATIOS / BALCONIES

1. No items other than what is permitted by the Rules shall be kept on patios, balconies, or common property, unless express permission by Council has been granted. If items are kept in violation of the Rules, and are not removed within 72 hours after notification, fines will be assessed as provided in Bylaw fines.
2. Items which **ARE** acceptable and **MAY** be kept on a patio or balcony are:
 - Gas or Electric Barbecues
 - Patio style furniture including table sized umbrellas (no upholstered living room sofas, chairs, bookcases, etc.)
3. Samples of items which **ARE NOT** acceptable and may **NOT** be kept on a patio or balcony are:
 - Freezers
 - Bicycles
 - Clothes lines/racks
 - Storage units or items (unless with written approval by Council)
 - Sports equipment such as skis, exercise machines, dart boards, punching bags, weights, etc.
 - Lighting other than which was installed as an original permanent fixture, i.e. no torches, Christmas lights before December 1 or after January 30th, no strings of patio lanterns.
 - Free standing trellises
 - Anything that is considered gaudy or obtrusive by Council e.g. no statues, pink flamingos, or decorations
 - Birdfeeders, or dog/cat houses. Animals are not to be housed on patios or balconies.
 - Flooring (Cedar, Carpeting, etc.) may not be installed on deck surfaces in a manner that may penetrate/damage the deck membrane and create potential leakage problems.
 - Cleaning supplies such as mops, garbage cans/bags.
 - Storage of empty boxes, cans, bottles, tires or general refuse.
 - Satellite dishes.
4. Planters on Patios and Balconies

Residents are permitted to have planters and flower boxes on their patios with the following instructions:

- Small shrubs and flowers are permitted; no vegetable gardens are allowed.
- No plantings shall be made that attach themselves to the building areas, such as ivy.

- The planters and flower boxes must be on the patio, not the common area around them. Any planters/flower boxes must be in appropriate containers on balconies.
- Residents are responsible for keeping these planters and flower boxes neat and tidy in appearance at all times year-round, and must have trays below them to catch water run-off.
- Planters and flower boxes must be of a neutral color.

5. Cleaning of Patios/Balconies

- Cleaning of the patio or balcony decks should be done in the same manner as would be used to clean any floor surface inside the strata unit, i.e., no water is permitted to be poured or emptied into the drain on the balcony decks. These drains are designed to prevent flooding during heavy rainfall or emergencies only.
- Any water, soap, or other debris allowed going through the balcony drains may result in the defacement of the exterior of the building and/or other common areas including the decks immediately below your unit.
- Any defacement of the exterior of the building and/or other common areas attributable to improper draining of liquid material from balcony drains will result in fines assessed to the violator in accordance with the Bylaws. In addition, the violator may be assessed additional charges for any work or material needed to clean the common area affected.

6. Exterior Appearance

- No resident shall change the current window treatments that are visible from the exterior of the building.
- The Strata Property Act requires that all exterior alterations must receive prior approval of the Strata Council in writing. This includes attaching anything to the building or common areas.

7. General

- No owner shall use any part of the common property for storage. No owner shall keep floor mats, furniture, shoes, strollers, plants, etc., outside their door in the hallways.
- No owners of a strata lot, or their guests, shall do anything on common property likely to damage the plants, bushes, flowers or lawns; and shall not place objects on the lawns so as to damage them or prevent their reasonable growth.
- Realtors are not allowed to have lock boxes attached to the common area.

- Smoke and odor from the use of a barbecue is to be kept to a minimum and care needs to be taken to ensure that smoke and odors do not migrate into other strata lots, especially when the balconies are directly adjacent to each other and to opening windows.