

STRATA PLAN BCS 2622

LEGACY

BYLAWS

Updated at April 10, 2014 Annual General Meeting

Strata Plan BCS 2622 – Legacy

Bylaws

SCHEDULE A

The following bylaws replace the Standard Bylaws to the *Strata Property Act* (British Columbia) (the “Act”), as permitted by section 120 of the Act:

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

1. Sections

- (a) A section (the “**Commercial Section**”) is hereby created within the strata corporation consisting of strata lots 1 to 7 inclusive (the “**Commercial Lots**”).
- (b) A section (the “**Residential Section**”) is hereby created within the strata corporation consisting of strata lots 13 to 178 inclusive in Phase 1 and strata lots 181 to 339 inclusive in Phase 2, (the “**Residential Lots**”) and strata lots 8 to 12 inclusive in Phase 1 and strata lots 179 and 180 in Phase 2 (the “**Live/Work Lots**”).
- (c) The Commercial Section and the Residential Section will be administered in accordance with the Act and these bylaws. Each section recognizes the rights and authority of the other section provided for in the Act and these bylaws and, in particular but without limitation, neither section shall attempt to approve or alter a budget of common expenses, a special level or a bylaw, or otherwise allocate to the other section any cost or obligation, that applies to the other section without the approval of the other section in accordance with the Act or these bylaws.

2. Payment of strata fees

- (a) An owners’ contribution to the common expenses of the strata corporation shall be levied in accordance with this bylaw.
- (b) The contribution by an owner of a strata lot within a section to the expenses common to that section shall be levied in accordance with this bylaw.
- (c) Common expenses shall be apportioned between the Residential Section and the Commercial Section and to individual strata lots in the following manner:
 - (i) common expenses which benefit one strata lot shall be allocated to such strata lot,
 - (ii) common expenses which benefit only one section shall be allocated to that section,
 - (iii) common expenses which benefit both sections shall be allocated between the sections on a fair, just, reasonable and equitable basis determined by the

council which accounts for the degree to which the strata lots in each section, taken as a group, benefit from each expense. Such basis may include:

(A) the proportion which the aggregate unit entitlement of the strata lots in each section bears to the aggregate unit entitlement of all strata lots;

(B) the proportion which the number of strata lots in each section bears to the total number of all strata lots; and

(C) the proportion which the fair market value the strata lots in each section bears to the aggregate fair market value of all strata lots,

or any other rational formula which results in a fair, just, reasonable and equitable allocation. Different formulas may be used for different types of common expenses in recognition that the benefit of any particular type of common expense may not be enjoyed by the strata lots in each section on a basis consistent with other types of common expenses; and

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

(d) Notwithstanding bylaw 2(c), the following common expenses shall be allocated between the sections as follows:

(i) expenses relating to the common areas in each section (such as storage areas, entrances, lobbies, utility rooms and other common areas) will be for the account of the owners of strata lots in each respective section;

(ii) the cost of insurance placed by the strata corporation will be apportioned between the two sections on a basis of the unit entitlement of the strata lots in each section; and

(iii) the cost of maintaining the hatched area (the "**Designated Area**") on the plan attached to these bylaws as Exhibit 1 will be apportioned between the two sections as follows:

A. until the deposit of the Phase 2 strata plan, 10% to the Commercial Section and 90% to the Residential Section; and

B. from and after the deposit of the Phase 2 strata plan, 6% to the Commercial Section and as to 94% to the Residential Section.

(e) Where the strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property shall be borne by the owners of the strata lots entitled to use the limited common property in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots whose owners are entitled to use the limited common property to which the contribution relates.

(f) Expenses of a section, which shall include:

- (i) expenses incurred under a contract entered into by the section;
- (ii) expenses incurred as a result of utility or service metered or billed to the section;
- (iii) expenses incurred as a result of any liability of the section; or
- (iv) common expenses allocated to the section pursuant to bylaw 2(3)(c) and bylaw 2(4),

will be allocated to all strata lots in that section based on the proportion which the unit entitlement of each such strata lot bears to the aggregate unit entitlement of all strata lots within that section.

- (g) If a strata lot requires a utility, service or other common expense not supplied to all strata lots the cost shall not be a common expense but if this utility, service or other common expense is not separately metered or billed so as to measure the use thereof by the strata lots to which it is supplied, the cost of such utility, service or common expense shall be apportioned and charge to the strata lots to which it is supplied based on the unit entitlement of the strata lots to which it is supplied.
- (h) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (i) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.

3. Repair and maintenance of property by owner

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

4. Use of property

- (a) An owner, tenant, occupant or visitor must not:
 - (i) use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
 - (ii) make, cause or produce undue noise, odour, 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;

- (iii) use any musical instrument, amplifier, sound production equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant;
- (iv) 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;
- (v) leave on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council;
- (vi) use a barbecue, hibachi or other like cooking device on balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues, hibachis and other light cooking devices shall not be used except in accordance with rules made by the strata corporation from time to time;
- (vii) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot;
- (viii) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (ix) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (x) allow a strata lot to become unsanitary;
- (xi) 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 shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;
- (xii) install any window coverings, visible from the exterior of his strata lot, which are different in size or colour from those of the original building specifications;
- (xiii) hang or display any laundry, washing, 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;
- (xiv) use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council;
- (xv) 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 appurtenance thereto;

- (xvi) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (xvii) place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, barbecues, summer furniture and accessories nor install any hanging plants or baskets or other hanging items within three feet of a balcony railing line;
- (xviii) give any keys, combinations, security cards 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 these bylaws;
- (xix) unreasonably interfere with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
- (xx) use a strata lot, the common property or common assets in a way that is illegal;
or
- (xxi) use a strata lot, the common property or common assets in a way that is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan,

it being understood that bylaws 4(1)(a), (1) and (p) do not apply to the Commercial Lots or the Live/Work Lots and the use of the Commercial Lots and the Live/Work Lots, and any limited common property designated for their use, for any use that is permitted under the applicable municipal zoning bylaws, and in a manner which does not constitute a breach of any municipal bylaws will not constitute a breach of these bylaws.

(b) An owner shall not:

- (i) use a strata lot for any purpose which may be injurious to the reputation of the building;
- (ii) make undue noise in or about any strata lot or common property; or
- (iii) make or cause to be made any structural alteration to a strata lot, or paint, decorate, or add to or remove any structure from the exterior of the building or the strata lot or add to or alter the wiring, plumbing, piping, or other services on a strata lot, or within any bearing or party wall or the common property (the "**Alteration**") without first obtaining the written consent of the section to which the strata lot belongs if such Alteration is to the common property, common assets or limited common property of that section, or from the strata corporation if such Alteration is to the common property, common assets or limited common property of the strata corporation,

it being understood that the use of the Commercial Lots and the Live/Work Lots, and any limited common property designated for their use, for any use that is permitted under the applicable municipal zoning bylaws, and in a manner which does not constitute a breach of any municipal zoning bylaws will not constitute a breach of these bylaws.

- (c) Notwithstanding bylaw 4(2)(c), an owner of a strata lot may from time to time and at any time make such changes, additions, improvements, alterations, enlargements,

decorations, subtractions from, rearrangements of and subdivisions (collectively called the "**Improvements**") of the interior of such strata lots which they in their sole discretion may consider necessary or desirable, but which do not affect any structural, electrical, plumbing or supporting members of the building, including, without limiting the generality of the foregoing but subject to these bylaws, the right to use the same for whatever lawful purpose or purposes which such owners deem necessary or desirable, so long as the owner of the strata lot in question shall not interfere with other strata lots owners more than is reasonably necessary in the conduct of such Improvements. If necessary, strata lot owners will obtain relevant municipal or other relevant authority permission, such as, for example, a building permit, prior to carrying out any Improvements.

- (d) an owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (e) Insurance Against Major Perils:
 - 1. The strata corporation must insure against major perils, as set out in regulation 9.1(2) of the Act, including, without limitation, earthquakes.
 - 2. An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence, responsibility, or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. 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.
 - 3. Bylaw 14.1. does not limit, in any way the ability of the strata corporation to sue an Owner pursuant to section 158 (2) of the Strata Property Act.
- (f) 1. An Owner(s) shall obtain personal Condominium / Strata Lot insurance coverage for their Strata Lot and register a copy of such or a letter from their insurance broker and register with the property management records department, once a year, when personally renewed and / or when any changes are made to the policy and within fourteen (14) days of such a change or changes or be subject to a fine or fines as per Bylaw 31, Maximum Fine.

5. Pets

- (a) An owner, tenant or occupant must not keep any pets within a strata lot or any common property (including limited common property) other than the following:
 - (i) a reasonable number of fish or other small aquarium animals;
 - (ii) a reasonable number of small caged mammals;
 - (iii) up to 2 caged birds;
 - (iv) one dog or one cat.

An owner, tenant or occupant that keeps a pet must comply with these bylaws and any rules enacted by the strata council on behalf of the strata corporation pursuant to this bylaw 5 with respect to the keeping of pets.

- (b) An owner, tenant or occupant that keeps a pet in a strata lot, either permanently or temporarily, shall register that pet with the strata council by providing to the strata council a written notice, signed by the owner, tenant or occupant setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the license number of the pet (when the pet is required to be licensed).
- (c) An owner of a dog or cat shall attach a collar to the pet with a tag identifying the owner.
- (d) An owner of a pet shall not permit the pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property, the owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some sanitary means.
- (e) An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property, shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws.
- (f) No owner, tenant or occupant shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owner, tenant or occupant with uncontrolled barking or howling.
- (g) The strata council may, from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the strata council, acting reasonably, deems necessary or desirable, provided that, in the even of any conflict between these bylaws and any such rule, the provisions of these bylaws will prevail.
- (h) If any owner, tenant or occupant violates any provision of these bylaws or if the strata council on reasonable grounds considers a pet to be a nuisance the strata council may, by written notice to such owner, tenant or occupant cause such owner, tenant or occupant to have the pet removed from the strata lot within thirty days or receiving such notice.

6. Inform strata corporation

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

7. Obtain Approval before altering a Strata Lot

- (a) An owner must obtain the written approval of the Strata Corporation before making an alteration / renovation to a Strata Lot that involves any of the following:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (iv) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (v) fences, railings or similar structures that enclose a patio, balcony or yard;

- (vi) common property located within the boundaries of a Strata Lot; or
 - (vii) fixtures, as defined in the regulations under the Act, built on a Strata Lot if the fixtures are built or installed by the owner developer as part of the original construction of the Strata Lot.
- (b) Hard surface flooring requests / applications must be accompanied by the specifications from the manufacturer of the underlay, and the underlay must have:
- (i) a Sound Transmission Class factor / rating (STC acoustical rating) of no less than 70; and
 - (ii) an Isolation Impact Class factor / rating (IIC acoustical factor / rating) of no less than 70.
- (c) The Strata Corporation must not unreasonably withhold its approval under bylaw 7(1), but will require, as a condition of its approval, that the owner agree, in writing:
- (i) to the Terms of Approval, which must be signed and returned to the Strata Corporation before the approved alteration / renovation may commence; and
 - (ii) to take responsibility for any expenses relating to the alteration.
8. Obtain approval before altering common property
- (a) An owner must obtain the written approval of the strata corporation before making an alteration to common property (except for limited common property) or common assets.
 - (b) An owner must obtain the written approval of the executive of the section of which that strata lot is a part before making an alteration to limited common property.
 - (c) The strata corporation or the executive of the section, as the case may be, may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
9. Permit entry to strata lot
- (a) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation or the section of which that strata lot is a part to enter the strata lot:
 - (i) in an emergency, without notice, to prevent property damage to the common property or another strata lot or those portions of a strata lot that are the responsibility of the strata corporation under these bylaws; and
 - (ii) at a reasonable time, on a minimum of 24 hours written notice:
 - A. to inspect, maintain or repair common property or common assets; or
 - B. to ensure the Act, as amended or replaced, these bylaws and the rules and regulations of the strata corporation and the sections are being complied with.

- (b) The notice referred to in bylaw 9(1)(b) must include the date, the approximate time of entry and the reason for the entry.
- (c) If the authorization cannot be obtained then the person authorized by the strata corporation to enter the strata lot may do so by using reasonable force on the locking devices, and the replacement of the locking device and any resulting damage to the door and door frame will be at the expense of the strata lot owner.

Division 2 – Powers and Duties of Strata Corporation

10. Repair and maintenance of property by strata corporation

Subject to bylaw 9, the strata corporation must repair and maintain all of the following:

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

Division 3 – Powers and Duties of Sections

11. Repair and maintenance of property by sections

(a) Each section shall repair, manage and maintain for the benefit of all members of that section:

- (i) the common property and common assets as may reasonably be considered to be intended solely for the use of that section and without limiting the generality of the foregoing such repair, management and maintenance shall include:
 - A. such portions of the common property and common assets for which expenses will be allocated to that section;
 - B. the windows and doors of that section;
 - C. common property and common assets appurtenant to or capable of being used in connection with the enjoyment of:
 - f) more than one strata lot where such strata lots are within that section; or
 - g) the limited common property appurtenant to that section; and
 - D. the fixtures and fittings, including the elevators, and other apparatus and equipment used in connection with the limited common property and common property appurtenant to that section; and
- (ii) the limited common property appurtenant to that section, but the duty to repair, manage and maintain it shall be restricted to:
 - A. repair and maintenance that in the ordinary course of events occurs less often than once a year; and
 - B. the following, no matter how often the repair maintenance ordinarily occurs:
 - a) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - b) doors, windows and skylights on the exterior of a building or that front on the common property;
 - h) fences, railings and similar structures that enclose patios, balconies and yard; and
- (iii) a strata lot contained within that section, but the duty to repair and maintain it shall be restricted to:
 - A. chimneys, stairs balconies and other things attached to the exterior of a building;

- B. doors, windows and skylights on the exterior of a building or that front on the common property; and
- C. fences, railings and similar structures that enclose patios, balconies and yards.

(b) For greater certainty, the Commercial Section will carry out or cause to be carried out all cleaning, repairs, maintenance and replacement of the Designated Area in a good, clean, neat and safe condition as determined by the Commercial Section, acting reasonably, but the cost of such repair and maintenance will be shared between the Commercial Section and the Residential Section in accordance with bylaw 2(4)(c) (and the Residential Section will promptly pay its share upon receipt of an invoice from the Commercial Section and any supporting material substantiating such costs reasonably requested by the Residential Section).

12. Powers of sections

- (a) Each section of the strata corporation may:
 - (i) make an agreement with any owner or occupier of a strata lot within the section for the provision of amenities or services by it to the strata lot or to the owners or occupiers thereof; and
 - (ii) in accordance with the provisions set out in section 76 of the Act, grant to an owner within the section the right to short term exclusive use and enjoyment of common property appurtenant to the section or special privileges in respect thereof.

13. Application of resolutions

Any resolutions passed by the strata corporation, the council or the executive of a section shall clearly state the particular strata lot, common property or limited common property to which such resolution applies and resolutions made by the executive of a section shall apply only to the strata lots within, limited common property appurtenant to and common property to be controlled, managed or administered by that section.

Division 4 – Council

14. Council size

The council must have at least three and not more than seven members. One membership spot on council will be reserved for a representative of the Commercial Section who, if nominated by the Commercial Section shall be deemed to be elected by acclamation, but the Commercial Section is not required to be represented on council if there is no candidate put forward by the Commercial Section, and the Commercial Section may have more than one representative on council if elected in the ordinary course.

15. Council members' terms

- 1) The council must have at least 3 and not more than 7 members, comprising of a maximum of 6 Residential Section members and 1 Commercial Section member and must comply with Section 14. No owner or tenant may stand for council or continue to be on council if the owner or tenant is indebted to the strata corporation for additional assessments, including special levies, fines authorized by these bylaws, banking charges, filings costs, legal expenses, interest charges and any other expenses incurred by strata corporation in the enforcement of these bylaws or any rule established by the strata council under the Act. A tenant may only stand for council if they have a lease for three years or more or have been assigned the owner's right to stand for council pursuant to a written assignment, delivered to the managing agent.
- 2) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien under the Act against the strata lot.
- 3) At the annual general meetings held in odd years:
 - (a) up to 3 council members from the Residential will be elected for a term of two years; and
 - (b) up to 3 council members from the Residential shall continue in office until the next annual general meeting.
- 4) At the annual general meeting held in even years:
 - (a) up to 3 council members from the Residential Section will be elected for a term of two years; and
 - (b) up to 3 council members from the Residential Section shall continue in office until the next annual general meeting
 - (c) A person whose term as council member is ending is eligible for re-election.
- 5) Each elected term of office for a council member shall be two years.

16. Removing council member

- (a) 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.

- (b) 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.

17. Replacing council member

- (a) If a council member resigns or is unwilling or unable to act for a period of two or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (b) A replacement council member may be appointed from any person eligible to sit on the council.
- (c) 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.
- (d) If all the members of the council resign or are unwilling or unable to act for a period of two or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

18. Officers

- (a) 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 treasurer.
- (b) A person may hold more than one office at a time, other than the offices of president and vice-president.
- (c) The vice-president has the powers and duties of the president:
 - (i) while the president is absent or is unwilling or unable to act; or
 - (ii) for the remainder of the president's term if the president ceases to hold office.
- (d) If an officer other than the president is unwilling or unable to act for a period of two or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

19. Calling council meetings

- (a) 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.
- (b) The notice does not have to be in writing.
- (c) A council meeting may be held on less than one week's notice if:
 - (i) all council members consent in advance of the meeting; or

- (ii) the meeting is required to deal with an emergency situation, and all council members either:
 - A. consent in advance of the meeting; or
 - B. are unavailable to provide consent after reasonable attempts to contact them.
 - (d) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.
- 20. Requisition of council hearing
 - (a) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
 - (b) If a hearing is requested under bylaw 20(1), the council must hold a meeting to hear the applicant within two months of the request.
 - (c) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within two weeks of the hearing.
- 21. Quorum of council
 - (a) A quorum of the council is:
 - (i) two, if the council consists of two, three or four members;
 - (ii) three, if the council consists of five or six members; and
 - (iii) four, if the council consists of seven members.
 - (b) Council members must be present in person at the council meeting to be counted in establishing quorum.
- 22. Council meetings
 - (a) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
 - (b) If a council meeting is held by electronic means, council members are deemed to be present in person.
 - (c) Owners may attend council meetings as observers.
 - (d) Despite bylaw 22(3), no observers may attend those portions of council meetings that deal with any of the following:
 - (i) bylaw contravention hearings under section 135 of the Act;

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

23. Voting at council meetings

- (a) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (b) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (c) The results of all votes at a council meeting must be recorded in the council meeting minutes.

24. Council to inform owners of minutes

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

25. Delegation of council's powers and duties

- (a) Subject to bylaws 25(b) to (d), 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.
- (b) The council may delegate its spending powers or duties, but only by a resolution that:
 - (i) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
 - (ii) delegates the general authority to make expenditures in accordance with bylaw 25(c)
- (c) A delegation of a general authority to make expenditures must:
 - (i) set a maximum amount that may be spent; and
 - (ii) indicate the purposes for which, or the conditions under which, the money may be spent.
- (d) The council may not delegate its powers to determine, based on the facts of a particular case:
 - (i) whether a person has contravened a bylaw or rule;
 - (ii) whether a person should be fined, and the amount of the fine; or
 - (iii) whether a person should be denied access to a recreational facility.

26. Spending restrictions

- (a) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (b) Despite bylaw 26(a), 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.

27. Limitation on liability of council member

- (a) 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.
- (b) Bylaw 27(a) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

28. Duties of council

- (a) All acts done in good faith by the council are, notwithstanding it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the council, as valid as if the member had been duly appointed or had duly continued in office.
- (b) A council member or member of the executive of a section 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 or executive.

Division 5 – Executive of the Sections

29. Exercise of the powers and duties of sections

- (a) The powers and duties of a section shall, subject to any restriction imposed or any direction given at a general meeting of the section, be exercised and performed by the executive of the section, and the members of the section may pursuant to these bylaws elect an executive, call and hold meetings and pass resolutions in the same manner as the strata corporation.
- (b) The owner-developer shall exercise the powers and duties of the executive of each section until an executive is elected by the owners within the section.
- (c) The executive of a section shall keep, in one location, or in the possession of one person and shall make available on request to an owner within the section or a person authorized by him all records required under the Act and regulations thereto to be kept by the strata corporation that relevant to the business and operation of the section.

- (d) All acts done in good faith by the executive of a section are, notwithstanding it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the executive of that section, as valid as if the member had been duly appointed or had duly continued in office.

30. Election of executive of section

- (a) The executive of a section shall be elected at the first annual general meeting of the owners called by the owner-developer, and then thereafter at each annual general meeting of the section called by that section's executive, or if no annual general meeting is called by a section, then at the annual general meeting of the Strata Corporation.
- (b) The executive of each section shall be elected by and from among the owners within that section and shall conduct its affairs in the same manner as the strata council is required to conduct its affairs pursuant to these bylaws and the Act.

Division 6 – Enforcement of Bylaws and Rules

31. Maximum fine

- (a) The strata corporation may fine an owner or tenant a maximum of:
 - (i) \$200 for each contravention of a bylaw; and
 - (ii) \$50 for each contravention of a rule.
- (b) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every seven days.
- (c) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

32. Continuing contravention

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

Division 7 – Annual and Special General Meetings

33. Person to chair meeting
- (a) Annual and special general meetings must be chaired by the president of the council.
 - (b) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
 - (c) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.
34. Participation by other than eligible voters
- (a) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
 - (b) 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.
 - (c) 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.
35. Voting
- (a) At an annual or special general meeting, voting cards must be issued to eligible voters.
 - (b) 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.
 - (c) 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.
 - (d) 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 minutes of the meeting.
 - (e) 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.
 - (f) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
 - (g) An owner may not exercise the owner's vote in respect of the owner's strata lot if the strata corporation is entitled to register a lien under the Act against that owner's strata lot, except on matters requiring a unanimous vote.

36. Order of business

The order of business at annual and special general meetings is as follows:

- (i) certify proxies and corporate representatives and issue voting cards;
- (ii) determine that there is a quorum;
- (iii) elect a person to chair the meeting, if necessary;
- (iv) present to the meeting proof of notice of meeting or waiver of notice;
- (v) deal with unfinished business;
- (vi) 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;
- (vii) ratify any new rules made by the strata corporation under section 125 of the Act;
- (viii) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (ix) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (x) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (xi) elect a council, if the meeting is an annual general meeting;
- (xii) terminate the meeting.

36. Quorum of an Annual or Special General Meeting

- 1) If within 1/2 hour from the time appointed for an annual or special general meeting, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

Division 8 – Use of the Commercial Lots, Live/Work Lots and Common Property

37. Use of commercial Lots and Live/Work Lots

Notwithstanding anything else in these bylaws, neither the strata corporation, the council, a section nor its executive will act or pass any bylaw or rule which would have the effect of:

- (i) prohibiting, preventing or impairing any owner, tenant or occupant of the Commercial Lots or the Live/Work Lots from fully utilizing the Commercial Lots or the Live/Work Lots, or any limited common property such as patios or parking stalls appurtenant thereto for commercial purposes in accordance with the applicable zoning bylaws and rules and regulations in effect from time to time of the local government having jurisdiction or the applicable provincial and federal authorities. The Live/Work Lots shall be subject to the terms and conditions contained in Covenant BX469037 for so long as it is registered on title to the Live/Work Lots.
- (ii) restricting the hours of operation of any business carried within the Commercial Lots or the Live/Work Lots, or any limited common property such as patios or parking stalls appurtenant thereto;
- (iii) restricting access by the owner, tenant or occupant of a strata lot, or any guest, employee, agent or invitee of an owner, tenant or occupant, to or from the Commercial Lots or the Live/Work Lots across common property or limited common property unless such bylaw or rule also applies to the owners, tenants and occupants, guests, employees, agents and invitees of all strata lots in the strata corporation; or
- (iv) prohibiting, preventing or impairing an owner, tenant or occupant of the Commercial Lots from leasing, sub-leasing, granting a license, entering into any lease, sub-lease or license arrangement with respect to the use of Commercial Lots.

38. Signage

Notwithstanding anything else in these bylaws, the owners of the Commercial Lots and the Live/Work Lots shall be entitled too place on the common property advertising signage, illuminated or not, as may be permitted under the applicable zoning bylaws in effect form time to time of the local government having jurisdiction or under the laws of the applicable provincial and federal authorities, provided the properties, colours and designs of such signage are in keeping with the standards and aesthetics of the development.

Division 9 – Voluntary Dispute Resolution

39. Voluntary dispute resolution

- (a) 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:
 - (i) all the parties to the dispute consent; and
 - (ii) the dispute involves the Act, the regulations, the bylaws or the rules.
- (b) A dispute resolution committee consists of:
 - (i) one owner of 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
 - (ii) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (c) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 10 – General

40. Promotion

- (a) During the time the owner-developer of the strata corporation is the owner or lessee of any strata lot, it shall have the right to:
 - (i) maintain any strata lot or strata lots, whether owned or leased by it, as display suites and to carry on any marketing and sales functions within such strata lots and within any area of common property of the development including the recreational facilities;
 - (ii) erect and maintain such signage on the common property of the development;
 - (iii) have access to any and all parts of the common property and common facilities for the purpose of showing strata lots, the common property and the common facilities to prospective purchasers and realtors,

in each case as may be reasonably determined by the owner-developer in order to enable or assist it in marketing or selling any strata lot within the development and without any payment to the strata corporation or individual owner. The owner-developer shall act reasonably in exercising its rights under this Bylaw 40.

41. Parking/Storage Area Lease; Parking License

- (a) An owner, tenant or occupant of a strata lot is only entitled to the use of a parking stall or a storage area located in the parking facility pursuant to a partial assignment of the parking/storage area lease between the strata corporation (by assignment from the owner-developer) and the owner-developer (by assignment from 664291 British Columbia Ltd.) as tenant. This section shall not restrict the use of parking stalls or storage areas designated as limited common property.
- (b) An owner, tenant or occupant must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council.
- (c) An owner, tenant or occupant shall not:
 - (i) use any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;
 - (ii) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;

- (iii) rent or lease the parking space assigned by the strata corporation to his strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;
 - (iv) park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and
 - (v) use any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the council.
- (d) an owner, tenant or occupant must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property.

42. Roof Deck

Unless otherwise approved by the council, the roof deck on the top of the building must not be used for any purpose other than for access by window washers or mechanical, electrical, communications or other maintenance staff.

43. Bicycle Storage

No person may bring or keep a bicycle within the development other than in the bicycle storage rooms provided for that purpose. The strata corporation shall be responsible for administering the use of one bicycle storage space without charge (other than a refundable deposit in a reasonable amount established from time to time by the council for a key or other security device for access to the storage rooms). Additional bicycle storage spaces will be allocated in the manner determined by the council.

44. Different Strata Lot Types

Strata lots 8 to 16 inclusive in Phase 1 and strata lots 179 and 180 in Phase 2 will be considered a different "type" of strata lot (the "**Townhome-Live/Work Strata Lots**") from the balance of the Residential Lots (the "**Apartment Strata Lots**") for the purposes of allocating expenses which relate to and benefit only each type of strata lot. If a contribution to the operating fund relates to and benefits only the Townhome-Live/Work Strata Lots or only the Apartment Strata Lots, as the case may be, such contribution is to be shared by the owners of the applicable "type" of residential strata lot and each strata lot's share of that contribution is on an equal basis.

45. Recreational Facilities

Notwithstanding the fact that the recreational facilities (the “**Recreational Facilities**”) located within the common property are designated as common property on the phase 1 strata plan, the Recreational Facilities will only be available for use by owners, tenants, occupants or visitors of Residential lots unless otherwise approved by the council and all the costs, expenses, maintenance, etc. will be borne by and be the responsibility of the Residential Lots as if the Recreational Facilities were designated as limited common property for the Residential Lots. This bylaw 45 will be of no further force or effect upon the Recreational Facilities being designated as limited common property.

46. Move In and / or Out

1. Owners and their tenants are required to contact the Resident Caretaker via the Resident Caretaker’s Office, in the Amenity Building 48 hours in advance of the one week minimum notice of a move in/out. Pertinent information will be provided to you or your tenant by the Resident Caretaker and instructions are to be followed.
2. There will be a Refundable Damage Deposit of \$250.00 made payable to Strata Plan BCS 2622 (cheque only), forty-eight hours prior to any move in or out. Instructions for the move in/out process will be provided by the Resident Caretaker. Upon completion of the move in or move out, the owners/tenant’s cheque will be returned, unless there is damage noted and recorded. If damage is noted owner/tenant’s cheque will be deposited into the Strata Corporation’s account and a cheque will be reissued minus the invoice for any repairs on finalization of the move in or move out. Any expenses not reimbursed to the Strata Corporation of which are attributable to the person’s move in/out will be charged back against the owner’s strata lot and all applicable fines will be applied.
3. There will be a \$150.00 Non-refundable security move in / out fee payable to Strata Plan, BCS 2622 (cheque only) for the purpose of hiring a security guard for the duration of the residents move in or out.
4. Prior to the move in or out, The Resident Caretaker will arrange to lock off the elevator, hang the protective coverings in the elevator, open the first floor lobby door and the security guard will monitor the move in process from the lobby.
5. Owners and their tenants are required to give the Resident Caretaker a minimum of one week’s notice of a move. If this does not occur and an owner or their tenant gives less than one week’s notice or does not give notice, the owner is subject to a fine.
6. Move in / outs may be scheduled between the hours of 9:00 a.m. – 4:00 p.m. Monday to Friday and 9:00 a.m. – 12: p.m. Saturdays. Any Owner or tenants that wish to move outside of these hours will be subject to a \$25.00/hour charge and / or a portion thereof in addition to Bylaw 46. 2. & 3. This is the Strata Corporations cost to have a security guard on-site during the time of move in or out. This fee is payable immediately to Strata Plan BCS 2622 (by cheque only) and to the Resident Caretaker.

Moves on Statutory holidays and Sundays are prohibited.

7. A Resident using the elevator during a move must ensure that the ELEVATOR SERVICE KEY is used to control the elevator and the doors not jammed open in any manner. A maximum of 3 hours lockout time for elevators is permitted. For any portion in excess of 3 hours, an assessment of \$25.00 per hour or portion of will be charged to the Owner / Resident by the Strata Corporation.
 8. A Resident will be charged a maximum of \$25.00 in the event that the elevator key is not returned to the security guard or the Resident Caretaker.
 9. A Resident must ensure that the lobby doors are not left open ajar or unattended and that furniture is not left piled in the lobby area.
 10. Owners / Residents / Tenants are to pay due care and attention to the elevator, surrounding walls, floors, carpets and doors when moving furniture. The Resident Caretaker and/or Security Guard will complete a move in/out "damage log form", of which the owner/resident/tenant is required to sign.
 11. All moving companies employed to assist Owners / Residents / Tenants moving in or out of the building must be reputedly bonded organizations. Such companies and / or the Owner / Resident may be held accountable for the cost of repair for any damages to the building as a consequence of their neglect or accident.
47. Personal Information Protection Act

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

Under PIPA:

- (1) The strata corporation may collect, from time to time, certain personal information of owners, tenants, and occupants including but not limited to:
 - (i) the name, home address, and home telephone and/or cell phone numbers of
 - (ii) owners, tenants and occupants;
 - (iii) email addresses;
 - (iv) banking information, in the case of owners, for payment of strata fees; and
 - (v) video images and voice recordings obtained during the use and operation of the video surveillance system (VSS) installed or to be installed in the building by the strata corporation in the following locations, with signage noting the operation and monitoring and operational 24 hours a day, 7 days a week:
 - a) exterior entrance/exit locations for pedestrian and vehicle traffic;
 - b) interior entrance/exit locations in common areas;
 - c) common activity areas such as gym, spa and games room; and
 - d) as needed in other interior/exterior common property or limited common property areas to address security, physical safety, illegal actions, or bylaw infractions.
 - (vi) information and data recorded and collected during the use and operation of the access control system (e.g., key fobs) installed in the building that monitors

access to and from the common areas of the building 24 hours a day, 7 days a week.

- (2) Personal information recorded and collected will not be disclosed to any person, other than: the building manager; the strata corporation's strata agent; elected members of the strata council during the course of exercising the powers and performing the duties of the strata corporation; the strata corporation's legal counsel; or law enforcement personnel, except:
 - (i) when required or authorized by law to do so;
 - (ii) when disclosure is consented to in writing by an owner, tenant, or occupant;
 - (iii) to up-date banking or financial records;
 - (iv) when required to collect outstanding strata fees; and
 - (v) during the course of a criminal investigation involving vandalism to or theft of common property or common assets of the strata corporation, vandalism to or theft of personal belongings of owners, tenants, occupants, visitors and invitees, or the physical assault of an owner, tenant, occupant, visitor, or invitee.
- (3) The strata corporation will take all reasonable precautions to ensure that personal information is kept safe from loss, unauthorized access, modification or disclosure.
- (4) This bylaw authorizes the collection of personal information using the video surveillance system and access control system for the following purposes only:
 - (i) to monitor access to and from the common property areas of the building;
 - (ii) to protect personal property of owners, tenants, occupants, visitors and invitees;
 - (iii) to protect common property and common assets of the strata corporation; and
 - (iv) to protect the security and physical safety of owners, tenants, occupants, visitors and invitees to the building.
- (5) Personal information collected from the use and operation of the video surveillance system and access control system will be retained by way of electronic data storage for up to 60 days on the strata corporation's computer data storage system at which time the personal information recorded and collected will be recorded over.
- (6) Requests for access to view a specific individual's personal information, including access to view those portions of the video surveillance or access control system that contain personal information for the individual requesting access, must be made in writing and delivered to the strata corporation's strata agent. Access to the specific individual's personal information, other than personal information recorded and collected using the video surveillance system and the access control system, will be made available in the presence of an elected member of the strata council or the strata corporation's strata agent, within 14 days from the date of the request and copies of personal information will be provided and a reasonable fee will be charged for the copies of the personal information. Personal information recorded and collected using the video surveillance system and the access control system will, provided that the personal information has not previously been recorded over, be made available for inspection within 24 hours from the date of the request and a reasonable fee will be charged for the inspection of that personal information.

48. Suing in *Small Claims Court*

The strata corporation may sue in *Small Claims Court* (British Columbia) against an Owner or other person(s) to collect money owing to the strata corporation, including but not limited to monies owed as a fine, a chargeback on repairs or any other chargeable occurrence without requiring authorization by a Resolution passed by a 3/4 Vote, under Section 171 of the *Strata Property Act*.

49. Leasing

- (1) An owner shall not lease the owner's strata lot, or a portion thereof:
 - (a) for a period of less than 12 months pursuant to any one tenancy agreement, as defined in the Residential Tenancy Act, S.B.C. 2002, c. 78 (the "Tenancy Agreement"); or
 - (b) to more than 3 tenants per one bedroom strata lot or 4 tenants per two or three bedroom strata lot, penthouse or town home.
- (2) Prior to leasing all or a part of a strata lot, an owner must comply with Section 146 of the Strata Property Act, S.B.C. 1998, c. 43, by delivering to a prospective tenant:
 - (a) a copy of the current Bylaws and Rules of the strata corporation; and
 - (b) a Notice of Tenant's Responsibilities in Form K (the "Form K").
- (3) Within fourteen days of leasing a strata lot, an owner must deliver to the Strata Corporation:
 - (a) a signed copy a written Tenancy Agreement;
 - (b) a properly executed Form K; and
 - (c) proof of personal condominium / strata lot insurance, as required under Bylaw 4(f).

50. Illegal Use of Strata Lot Prohibited

- (1) An owner of a strata lot shall not permit it to be used:
 - (a) for any purpose that is prohibited by any law, regulation or bylaw, whether federal, provincial or municipal; or
 - (b) in any way that contravenes the Bylaws or Rules of the Strata Corporation, or which, in the opinion of the strata council acting reasonably, is injurious to the good reputation of the strata corporation.

Without in any way limiting the generality of the foregoing, this includes producing or trafficking, or both, any controlled substances within the meaning of the Controlled Drugs and Substances Act, S.C. 1996, c. 19.

- (2) Where a strata lot is leased in accordance with Bylaw 49 - Leasing, the strata lot owner must:
- (a) maintain regular contact with the tenant;
 - (b) inspect the strata lot, or cause the strata lot to be inspected, on a regular basis, and, in any event, no less than once in every three months, to ensure that no illegal activity, as described in Bylaw 50(1), is, or has been, taking place within the strata lot; and
 - (c) upon the written request of the strata council, provide written confirmation to the strata council that such inspection took place.
- (3) Where a strata lot is used in a manner prohibited by this Bylaw, the Strata Corporation may:
- (a) in accordance with Bylaw 31 – Maximum Fine, impose a fine in the amount of \$200 for every infraction or, in the case of a continuing contravention, every seven days until such contravention is remedied by the owner; and
 - (b) in accordance with Bylaw 4(e)2, charge back to, or otherwise recover from, the owner of the strata lot all costs resulting from any loss, liability for or damage to the common property, limited common property, common assets, any strata lot or any individual affected by the prohibited use of the strata lot, irrespective of whether or not the owner is or was aware of such prohibited use of the strata lot.

- April 27, 2010 – Annual General Meeting
 - Repealed and replaced #15
 - Adopted #36 (1)
- March 29, 2011 – Annual General Meeting
 - Bylaw #46 added
- March 21, 2012 – Annual General Meeting
 - Bylaw #4(e)(1)(2)(3) added
 - Bylaw #47 added
 - Bylaw #48 added
- April 11, 2013 – Annual General Meeting
 - Bylaw #4(f)(1) added
- April 10, 2014 – Annual General Meeting
 - Bylaw #7 amended
 - Bylaw #49 & #50 added

STRATA PLAN BCS 2622 LEGACY

RULES

- Rules are based on “Safety; Use and Condition” as indicated in the Strata Property Act and are instructions for upkeep and maintenance of the buildings. We ask that you please respect the rules for the betterment of your home and investment and out of respect for your neighbours.
- Infractions of Rules may be subject to fines as indicated in the Bylaws of BCS 2622.
- The Rules apply to all owners, Residents and tenants.

Please remember these provisions are updated regularly and the most recent copy is available from the Strata Corporation’s Property Manager and / or Resident Caretaker. From time to time these Rules can and will be amended by the Strata Council, as required.

We encourage all Owners’ / Residents / Tenants to familiarize themselves with these Rules and adhere to them. We will all benefit from a well-maintained, clean and safe home at Legacy.

Your Strata Council, along with the Property Manager, is working diligently to improve Legacy in all aspects. Should an Owner or Resident have a suggestion they are encouraged to submit the suggestion/recommendation, in writing, care of:

The Strata Council
Strata Plan BCS 2622
c/o The Wynford Group
Airport Square, 815 – 1200 West 73rd Avenue
Vancouver, B.C., Canada
V6P 6G5

604-261-0285

The Strata Council will review your suggestions / recommendations during their scheduled Strata Council Meetings and should the suggestion / recommendation be approved it will then be implemented into the Rules as allowed under the guidance of the Strata Property Act.

LEGACY RULES
Schedule "A"
JACUZZI and FITNESS ROOMS

The Jacuzzi and Fitness Rooms are for the use of the Residents and their invited guests. In the interest of safety and enjoyment, the following Rules have been prepared and adopted by the Strata Corporation, and apply to the Jacuzzi and Fitness Rooms and must be complied with at all times:

Residents not adhering to these rules will have fines assessed to their Strata Lot as allowed under the Strata Corporation Bylaws.

1. Use the facilities only within the posted hours of 5:00 a.m. to 11:00 p.m. daily.
2. Use of the facilities is for the Residents of Legacy and their guests only. The number of guests of any Resident family at any one time will not exceed four, and guests of Residents using these facilities must, at all times, be accompanied by the Resident.
3. The privacy and enjoyment of others using these facilities must be respected at all times.
4. No audible radios or sound reproducing equipment is permitted (except equipment that is supplied by the Strata Corporation).
5. No animals are to be brought into the Amenity Building – animals are not permitted in the Jacuzzi area or in the Jacuzzi, nor permitted in the Fitness area or on any of the fitness equipment.
6. Proper footwear and cover-ups shall be worn when going to and from the Jacuzzi.
7. All accidents must be immediately reported to the Resident caretaker or managing agent.
8. Persons causing damage to the facilities shall immediately report such damage to the Resident caretaker or managing agent.
9. Persons noting a breach of these Rules, or abuse of the area, shall immediately report the incident to the Resident caretaker or managing agent.
10. Anyone using the Jacuzzi is advised that the recommended maximum stay is fifteen minutes.
11. No person under the age of 16 years may use the Jacuzzi or Fitness Rooms unless accompanied by an adult. To prevent injury, children are not to be allowed to play on the fitness equipment.
12. Persons breaching the above Rules are subject to fining in accordance with the Strata Corporation Bylaws, and / or removal of the privilege of using the facilities.

No person shall enter the Jacuzzi who:

1. is intoxicated, or
2. has not had a cleansing shower, or
3. is obviously ill, or
4. has open wounds or sores, or
5. is wearing a bandage, or
6. has sore or infected eyes, or
7. has discharging ears or nose, or
8. is not wearing clean or proper bathing attire (cutoffs, t-shirts are not permitted), or
9. is under 16 years of age, unless accompanied by an adult.

In addition, in the Jacuzzi area, no person shall:

10. eat, smoke, or drink (WATER is the only beverage permitted), or
11. carry glass containers of any kind – plastic or metal bottle only OK for WATER ONLY, or
12. push, run, dive or jump into Jacuzzi, or behave in a boisterous or belligerent manner, or
13. use large inflatable toys or air mattresses.

LEGACY RULES
Schedule "B"
WASHROOM and SHOWER and CHANGING AREAS

The Amenity Building recreation facilities, washrooms, sinks, toilets, showers, and other hygienic areas are for use only when the Resident or Guest is using the Jacuzzi, Sauna, Fitness or Amenity Rooms.

The Amenity Building is not a Communal or Public Bath House.

1. The Amenity Building recreation facilities, washrooms, sinks, toilets, showers, and other hygienic areas are not to be used by Residents or Guests for their daily personal routines.
2. Residents are not to use the toilet and showers for daily personal routines. Personal toileting and cleaning routines should be done in your own suite.
3. Sinks or showers are not to be used to wash your hair.
4. Sinks or showers are not to be used to colour, dye, bleach, perm, or cut your hair.
5. Sinks or showers are not to be used to wash your laundry or clothing.
6. No damp or wet laundry is to be left hanging in the shower or changing areas.
7. Animals are not permitted in these areas, for any reason whatsoever.
8. Residents are advised that any inappropriate or unacceptable use of the common Amenity Building facilities will not be tolerated.

Persons breaching the above Rules are subject to fining in accordance with the Strata Corporation Bylaws, and / or removal of the privilege of using the Amenity Building facilities.

LEGACY RULES
Schedule "C"
AMENITY ROOM

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

Who may use the Legacy Amenity Room:

1. Use of the Legacy Amenity Room is for **OWNERS / RESIDENTS** of Legacy and their guests only.
2. Guests of Residents using these facilities must **AT ALL TIMES** be accompanied by the Residents. Note: Residents will be responsible for their guests' actions at all times.
3. No person under the age of 19 years may use the Amenity room unless accompanied by an adult.
4. No animals are permitted in the Amenity room.
5. No person wearing swimming attire is allowed in the Amenity room.

6. The Amenity Room is limited to a maximum of 50 persons and must be reserved by owners, tenants and occupants in the manner prescribed by Council from time-to-time.
7. No owner, tenant occupant or guest may use or reserve the Amenity Room for business or professional purposes including private clubs, political or religious gatherings and no material from such groups is to be posted on the common property.

Times available:

8 (a) The Amenity Room will be open and available for use by Owners / Residents between the hours of 8:00 a.m. and 11:00 p.m. daily. The Amenity Room will be locked at 11:00 p.m. and all occupants must vacate at that time.

- 8 (b) The use of the Amenity Room after 4:00 p.m. is only available by way of a “confirmed booking” (please refer to Booking Procedure). After each function the Amenity Room is to be vacated no later than 1:00 a.m.
- 8 (c) Any Owner / Resident wishing to host a private function during the hours of 8:00 a.m. and 4:00 p.m. can do so by following the Booking Procedure.

Booking procedure:

9. All bookings of the Amenity Room must have prior approval and must be made with the Resident Manager during regular business hours. The Resident Manager will maintain a Booking Log and reservations must be made 48 hours in advance for weekday functions and 72 hours in advance for weekend functions. Bookings will be made on a first come, first serve basis.
11. A \$50.00 (non-refundable) booking fee for miscellaneous general upkeep by the Strata Corporation must be paid at the time of booking. Booking fee will be refunded if event is cancelled.

A \$250.00 deposit will also be required at time of booking.
NO EXCEPTIONS will be made (refer to Booking Deposit).
12. Residents must carry personal (3rd) party liability insurance for their function and should be sure that the Strata Corporation BCS 2622 Legacy is a named insured.
13. The completion and affixing of signatures at the bottom of two copies of these rules by both the applicant and Resident Manager is required as acknowledgment of understanding and compliance with the rules and procedures specified herein. The applicant is to receive one copy; the Resident Manager is to retain one copy.

Booking deposit:

14. A \$250.00 refundable deposit is required of Residents for each booking of a **PRIVATE FUNCTION**.
15. The deposit is to be submitted to the Caretaker at the time of booking and will only be refunded if the room, equipment, and contents are left in a clean and undamaged condition.
16. Bookings made for events held for the **ENTIRE** Strata Corporation do not require a deposit.

Entry to premises:

17. For security reasons, all guests must be MET at the front lobby entrance door; AT NO TIME is the Front Lobby Entrance door to be propped open allowing unrestricted access to the building. All visitors to the Amenity Room must be accompanied.

Alcohol consumption and smoking rules:

18. Consumption of alcoholic beverages is NOT permitted in the Amenity room.
19. Smoking is NOT permitted in the Amenity room nor on any of the surrounding common area.

Sound:

20. The production or reproduction of sound is permitted in moderation and must comply with City of Burnaby noise bylaws.

Equipment usage/damage:

21. Any and all Amenity room equipment (including tables, chairs, coffee urn, et.) **USED FOR PRIVATE FUNCTIONS** by individual Residents is not to be removed from the Amenity Room and taken outdoors, nor is it to be borrowed for private purposes.
22. Persons either causing damage or noting damage to the Amenity room facilities, furnishings, and equipment therein shall immediately report such damage to the Resident Manager (who in turn is to report this to the Managing Agent) or directly to the Managing Agent.
23. Those using tape on the walls do so at their own risk as, 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.

Clean-up:

24. Following ALL functions, whether for the entire Strata Corporation or for private functions held by individual Residents, the room is to be returned to the condition it was found in and ready for the next use. Furniture and equipment must be returned to their original positions; the fridge, counter-tops, cupboards, sink and any equipment used must be left in a clean condition; all garbage must be removed from the Amenity Room; the carpet must be vacuumed.

Procedure regarding damage deposit refund:

25. Both prior to and after a booked function, the Resident Manager will inspect the room in the presence of the booking applicant to determine the condition of the room, equipment, and contents.
26. After the end-of-function "inspection", the decision as to whether to return the \$250.00 deposit, in whole or in part, or whether the levying of any additional assessment is necessary, will be at the sole discretion of the Resident Manager.
27. The procedure for refunding the \$250.00 deposit will be as follows:
 - Following a SATISFACTORY end-of-function "inspection" whereby it is determined that no damage has occurred and that the foregoing clean-up criteria has been met, the Managing Agent will direct the Resident Manager to immediately return the \$250.00 deposit in full.
 - Following an UNSATISFACTORY end-of-function "inspection", the \$250.00 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 the liability value is deemed to be in excess of the \$250.00 deposit, the applicant will be assessed for any overage of this deposit.

Persons breaching the above Rules are subject to fining in accordance with the Strata Corporation Bylaws and / or Rules and / or removal of the privilege of using the facility.

LEGACY RULES
Schedule "D"
MOVE IN AND OUT (FOBS)

1. A maximum of four fobs are permitted for a two-bedroom Strata Lot, and a maximum of three fobs are permitted for a one-bedroom Strata Lot. Owners are required to request to Council if they require any additional fobs.

LEGACY RULES
Schedule "E"
VISITOR PARKING

1. Vehicles in violation of these Rules will be towed at the liability and expense of the Owner.
2. Visitor parking stalls are for the exclusive use of visitors of residents at BCS 2622.
3. Parking stalls 12 to 95 are reserved for visitor only.
4. **Residents parking in the visitor parkade are subject to fines and such vehicles will be towed and all related expenses will be bourn by the resident.**
5. Visitor Parking Permits - must be displayed on the dash board at all times.
6. The Strata Corporation will provide a maximum of two (2) visitor parking permits to each Strata Lot.
7. It is the responsibility of the Resident to ensure that their visitor obtains a parking permit and displays the permit as required on the vehicle's dash board.
8. All guests must clearly display on the dashboard the parking permit as provided by the Strata Corporation.
9. Any visitor who stays for more than three (3) consecutive days is required to obtain special permission through the Resident Caretaker. (A special parking permit will apply).
10. Permits of longer duration than four days (4) and up to one month may be requested in writing to Council. Based on demand, these longer term requests may be accepted or denied.
11. Owners / Residents are responsible for any damage caused to common property by their visitors and vehicles.
12. Visitors parking in the visitor parkade do so at their own risk and must abide by any and all regulations that apply to the parking lots in general.
13. The visitor parkade will be monitored regularly for vehicles not displaying a parking permit and will be towed.
14. Parking permits are the property of the strata lot and transfers with the Strata Lot. Replacement cost of a parking permit is \$100 each.
15. The Strata Corporation will have all parking permits expire on December 31 of each fiscal year.

LEGACY RULES
Schedule "F"
RESIDENTIAL PARKING

1. Parkade Remotes / Fobs should remain in the custody of the Resident of Legacy for security reasons. **Remotes / Fobs are not to be left in vehicles at any time.**
2. Owners are responsible for any damage caused to common property by their vehicle and / or tenant's vehicle.
3. The Strata Corporation reserves the right to have any vehicle contravening the rules towed at the liability and expense of the owner if stipulated in the Bylaws of the Strata Corporation.
4. For security purposes Residents must wait for the first parkade gate to fully close before activating the secondary parkade gate. This action must be adhered to for both entering and exiting the building.
5. Residents shall use the parking stall(s) which have been specifically assigned to their Strata Lot and may only park their vehicle within their stall.
6. Parking stall(s) assigned to a Strata Lot shall not be rented or leased to non-Residents.
7. Owners / Residents / Tenants are responsible to ensure that their vehicle is not leaking fluids of any kind. Should it be necessary for the Strata Corporation to clean the Resident's stall, all costs incurred by the Strata Corporation will be charged back to the Resident unit.
8. No other motor vehicle, bicycles, trailer, boat, equipment or items of any kind shall be parked or placed on any common property or parking stall without the prior written approval of the Strata Corporation.
9. Excessive speeds and dangerous driving are prohibited in the parkade.
10. No person(s) is / are allowed to camp overnight in any type of vehicle in common areas / parkade
11. Any vehicle, trailer, boat or equipment parked in contravention of the foregoing will be removed at the owner's sole risk and expense.
12. All vehicles parked on the property must have up to date "fire; theft and storage insurance" and is to be provided to the Strata Corporation for record keeping.
13. Remotes / Fobs must be protected at all times; a loss of Remotes / Fobs must be reported immediately to the Resident Manager and / or Property Manager for immediate deactivating. **Remotes / Fobs are not to be left in vehicles at any time.**

LEGACY RULES
Schedule "G"
COMMERCIAL PARKING

1. Commercial parking stalls are for the exclusive use of commercial tenants; Residents do not have access to the secured parking.
2. The Commercial Section also has a designated parking area for the visiting patrons and any Residents found to be parked in the commercial parking stalls will be towed without warning and at their sole risk and expense.

LEGACY RULES
Schedule "H"
GENERAL RULES

Decks and Balconies

1. No items other than what is permitted by the Bylaws and Rules shall be kept on decks, balconies, limited common property and / 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 written notification, fines will be assessed as stipulated in the Bylaws
2. **With respect to planters and flowerpots kept on decks and balconies:**
 - a) Small shrubs and flowers are permitted.
 - b) The planters and flower boxes must be on the limited common property, not the common area around them.
 - c) 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.
 - d) Planters and flower boxes must be of a neutral colour so as to blend with the appearance of the building.
3. Residents are reminded that the balconies and decks are visible from the street and other buildings and hence are asked to remove any dead plants that are on their balconies.
4. Decks and balconies may not be used for storage and or garbage.
5. No coverings on the balconies and / or fence i.e.; fabrics / beach mats.
6. Balconies are not to be hosed down and must be washed with a mop.
7. No plants that can attach themselves to the building, such as ivy, are permitted on the decks and balconies.

Exterior Appearance

8. The current window treatment that is visible from the exterior of the building is white. Any desired change of window treatment cannot be made without prior written permission from the Strata Council as per the Bylaws.
9. The Strata Property Act requires that all exterior alterations must receive prior approval of the Strata Council in writing.

Rubbish Reduction and Removal

10. Trash must be placed in proper bags and containers. The appropriate receptacles within the garbage room must be used for disposal.
11. Only household garbage may be disposed of in the supplied receptacles. Any other garbage must be removed personally by the Residents at their own expense.
12. Do not leave anything in the garbage room that cannot be placed in the dumpster.
13. Boxes for recycling must be properly flattened so as to minimize space in containers.
14. Live Christmas trees are not permitted in the building. It is unfortunate, but we do not have any provisions for disposal of the dead trees and they tend to create a large mess in common areas.
15. Household garbage must not be kept in Residents Strata Lot.
16. Disposal of household items and / or furniture in the garbage room is strictly forbidden. Residents must dispose of these items themselves. Any Resident known to be discarding any such items in the garbage room will be assessed all costs associated with cleaning up to their account.

Bulletins / Notices & Real Estate Showings

17. Residents may not display an advertising sign of any type on any Strata Corporation property where it is visible to the general public. No leaflets or flyers are to be distributed within the building door to door. Please consult Property Manager for special notices.
18. Realtors "For Sale" signs are not permitted anywhere on the common property
19. Owners are responsible to ensure that their realtor is aware of all Rules and Bylaws and are responsible for the realtors' actions and Residents will be fined for their realtor's manipulation of the Rules.
20. "Open Houses" are prohibited, Strata Lots for sale must be viewed by "appointment only" and the prospective buyer must be escorted from the lobby to the unit and back to the lobby by the real estate agent
21. Realtors are not allowed to have lock boxes containing a key attached to any part of the building.
22. Owners and / or their agents shall not let any person into or out of the building nor within the interior common areas unattended.
23. Any request for Strata Corporation financial information shall be referred to The Wynford Group.

Courtyard Patio

24. The Courtyard Deck garden is for the sole use of the Residential owners and tenants and should only be accessible during the hours of 9:00 a.m. to 10:00 p.m.
25. Any event taking place on the Residential roof top patio must be a maximum of four (4) hours, and an event must end by 10:00 p.m.
26. Walking and / or jumping outside of the designated courtyard area is strictly prohibited for safety and personal liability. The Strata Corporation will not be liable for Residents and / or their guest should any part of the rooftop rules be disregarded. Residents will be denied rooftop access and fined for contravention of these rules.

Storage Lockers

27. Storage lockers are for the exclusive use of Residents and may not be leased to any outside parties.
28. Flammable and / or hazardous materials cannot be stored within the storage lockers as this is strictly prohibited by the Fire Regulation Bylaws.
29. Any personal items left in the common hallways of the storage locker room will be removed by the Strata Corporation.
30. The Strata Corporation is not responsible for any theft of personal items; Residents are required to carry "personal content insurance".
31. Residents are responsible for their own personal lock on the storage lockers. In case of vandalism, it is the responsibility of Residents to report any theft to the police and report to the Property Manager.
32. Lights are to be turned off when exiting the storage locker rooms, Residents are responsible to ensure that the door closes securely behind them.

General

33. Satellite dishes are prohibited unless permission has been granted in writing by the Strata Council.
34. Smoking is not permitted in all the common areas of the building at all times including staircases, lobby, hallways, locker rooms and parkades.
35. Welcome Mats are prohibited in the common area hallways. In case of fire, welcome mats cannot be seen in heavy smoke and can impede Residents and / or fire personal from moving about the hallways easily.
36. A Resident or visitor must not use or store barbecues on common property. Barbecuing is permitted only on individual balconies or patios. Barbecuing is subject to the use of propane or electric barbecues. Please ensure that barbecues are moved at least 1.5 feet away from the wall while in use, to prevent damage to the building envelope.
37. A Resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle or other activities deemed reasonable by council.
38. A Resident must not cause any damage or penetration to the building envelope
39. No owner shall use any part of the common property for storage.

40. Bicycles locked or unlocked will not be kept in any common areas, hallways or lobby area except in storage areas specifically designated. Inline skates are not permitted to be worn within the building, or the parkade. Bicycles taken through any common areas must be clean and dry. Please use the parkade for entrance and exit of bicycles.
41. All pets to be on leash at all times in hallways, staircase, lobby and other common areas of the building. Any mess left by a pet in the common areas must be cleaned up immediately by the Resident.
42. The Resident of a Strata Lot shall not permit any undue noise to be made in or about his Strata Lot, nor shall he do anything that will interfere unreasonably with the quiet enjoyment of other Residents in the building.
43. No Residential Strata Lot shall be used for commercial and / or professional purposes involving the admittance of clients to the building, and / or for any purpose which may be illegal and / or injurious to the reputation of the Strata Corporation.
44. No structural alteration to the interior of any Strata Lot shall be made without the prior written consent of the Strata Council. Owners / Residents / Tenants must inform the Strata Council in writing about in-suite modifications that may impact on the structural, electrical or mechanical integrity of the building. The Strata Council may request specifications and diagrams to ensure the building will not be damaged in any way. Additionally, in-suite construction activities may only take place between the hours of 9:00 a.m. to 5:00 p.m., Mondays to Fridays.
45. Each Owner and / or Resident shall endeavor to avoid damaging the plumbing and electrical systems of the building. Any damage to any of these systems caused by the wrongful act(s) or neglect of any owner, tenant, contractor or guest, shall be repaired at the expense of such owner and / or Resident. No owner and / or Resident shall permit a condition to exist within his / her Strata Lot which will result in wasting, or excessive consumption of, the cold or hot water supply.
46. No owner and / or Resident shall:
 - a) do anything, or permit anything to be done, that will increase the risk of fire, the damages caused by fire or the premium for fire insurance on the building of any part thereof, or
 - b) do anything, or permit anything to be done, that is contrary to any of the provisions, rules or ordinances of any statute or municipal Bylaw or the Bylaws of the Strata Corporation.
47. Hallways should not be used for storage, nor should parkade stalls be used for the same purpose.

Commercial Restrictions on Signs

48. No sign advertising a Strata Lot for sale or lease shall be displayed in a Strata Lot or on the common property of the strata corporation, other than in the places designated or approved in writing by the strata corporation from time to time.

General Commercial Section

49. No smoking is permitted anywhere in the common property of the Commercial Section including non-Residential Strata Lots and parking areas.
50. Owners of the commercial Strata Lots and their tenants must not access the Residential rooftop; exception being the Commercial Representative as an acting member of the Strata Corporation's Council.
51. Tenants are responsible to dispose of their commercial garbage in the appropriate garbage bins within the commercial garbage room.

52. Any commercial garbage disposed of inappropriately will result in the commercial tenant being fined accordingly by the respective of the Commercial Section.
53. Commercial tenants will not have access to the Residential lobby at any time with the exception of the Commercial Representative as an acting member on the Strata Corporation's Council.
54. The commercial loading bay is to be kept free and clear of any debris. Hazardous materials are not to be stored in the loading dock or within any commercial Strata Lot. Any Resident and / or commercial tenant found to be using the area as a dumping ground will be fined accordingly.

- Schedule D Move In / Out – Rule #11 added at May 4, 2010 Council Meeting – ratified at March 29, 2011 AGM
 - Rules #1 to #10 deleted
 - Rules renumbered
- Schedule E Visitor Parking –amended at September 13, 2010 Council Meeting – ratified at March 29, 2011 AGM