

BYLAWS

STRATA PLAN BCS3127

**Coopers Lookout
33 Smithe Street
Vancouver, BC
V6B 0B5**

NOTICE

The attached bylaws for Strata Plan BCS3127 are in addition to those bylaws contained in the Strata Property Act of B.C. In addition to bylaws, there could also be “Rules and Regulations” which are not registered at the Land Title Office, but are attached herein. **For legal purposes, you should obtain a true copy of the bylaws from the Land Title Office.**

Updated March 4, 2020

Table of Contents

Division 1 – Duties of Owners, Tenants, Occupants and Visitors	4
1. <i>Payment of Strata fees</i>	4
2. <i>Repair and maintenance of property by Owner.....</i>	5
3. <i>Use of property</i>	5
4. <i>Inform Strata Corporation.....</i>	10
5. <i>Obtain approval before altering a Strata Lot.....</i>	10
6. <i>Obtain approval before altering common property.....</i>	12
7. <i>Alterations to a Strata Lot or common property.....</i>	12
8. <i>Permit entry to Strata Lot</i>	16
Division 2 – Powers and Duties of Strata Corporation	17
9. <i>Repair and maintenance of property by Strata Corporation.....</i>	17
Division 3 – Council	18
10. <i>Council size and membership</i>	18
11. <i>Removing council member.....</i>	18
12. <i>Replacing council member.....</i>	18
13. <i>Officers.....</i>	18
14. <i>Calling council meetings.....</i>	19
15. <i>Requisition of council hearing</i>	19
16. <i>Quorum of council</i>	19
17. <i>Council meetings.....</i>	20
18. <i>Voting at council meetings.....</i>	20
19. <i>Council to inform Owners of minutes</i>	20
20. <i>Delegation of council’s powers and duties.....</i>	20
21. <i>Spending restrictions</i>	21
22. <i>Limitation on liability of council member.....</i>	21
Division 4 – Enforcement of Rules and Regulations and Rules.....	21
23. <i>Maximum fine.....</i>	21
24. <i>Continuing contravention</i>	22
25. <i>Correspondence</i>	22
Division 5 – Annual and Special General Meetings.....	22
26. <i>Quorum</i>	22
27. <i>Person to chair meeting</i>	22
28. <i>Participation by other than eligible voters</i>	22
29. <i>Voting.....</i>	23
30. <i>Order of business</i>	23
Division 6 – Moving In.....	24
Division 7 – Motor Vehicles and Parking	25
Division 8 – Visitor’s Parking	27
33. <i>Rules and Regulations Governing the Use of Visitor’s Parking.....</i>	27
Division 9- Meeting Room	28
34. <i>Rules and Regulations Governing the use of Meeting Rooms</i>	28
Division 10 – Building Security.....	29
Division 11 – Hazards and Insurance.....	29
Division 12 – Indemnification and Insurance Deductible	30
Division 13 – Resale of Strata Lot	31
Division 14 – Bicycles, Rollerblades, Roller-skating, and Skateboards	31

Division 15 – Storage/Storage Lockers	32
Division 16 – Barbecues.....	32
Division 17 – Severability	32
Division 18 – Open Houses.....	33
Division 19 – Film Production	34

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

1. Payment of Strata fees

- (1) An Owner must pay Strata fees on or before the first day of the month to which the Strata fees relate.
- (2) Where an Owner fails to pay Strata fees in accordance with subsection (1) outstanding Strata fees will be subject to an interest charge of 10% per annum, compounded annually.
- (3) Any Owner owing monies for Strata fees not received by the first (1st) of the month in question will be deemed to be in arrears. A \$50.00 penalty will be imposed for each month that an Owner's Strata fees are in arrears.
- (4) An Owner must provide the Strata Corporation or its agent written authorization for monthly automatic debit from the Owner's bank account using the Strata's preauthorized debit form.
- (5) Failure by an Owner to submit written authorization for automatic debit in accordance with subsection (4) is in contravention of bylaw (1)(3) and the Strata Corporation will levy a fine of \$50.00 for each contravention. Each dishonored automatic debit will be subject to a fine of \$50.00 and an administration charge of \$25.00.
- (6) Any fines assessed pursuant to these Rules and Regulations will be added to the Strata fees of the Owner following the date of the notice of infraction.
- (7) Penalty fines referred to in (2) and (3) above will apply to outstanding and overdue special levies and assessments.
- (8) When arrears exceed 90 days, a lien may be registered in accordance with Section 112 of the Act on the Strata Lot involved at the Owner's sole expense, for the total monies due including all Strata fees outstanding, penalties assessed, all legal and other expenses.
- (9) The Strata Corporation may proceed under the Small Claims Act, without further authorization by the Owners, to recover from an Owner, by an action in debt in Small Claims Court, money owing to the Strata Corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the Rules and Regulations or rules and to recover money which the Strata Corporation is required to expend as a result of the Owner's act, omission, negligence or carelessness or by that of an Owner's visitors, Occupants, Guests, Employees, Agents, Tenants or a member of the Owner's family.
- (10) Owners who are in arrears are not eligible to vote at the Annual General Meeting/Special General Meeting, unless approved by a unanimous resolution.

- (11) Owners in arrears for three months or more, or where the amount outstanding is greater than or equal to three months maintenance fees, will have their access to the common area amenities, the services provided by the Concierge and visitor parking privileges suspended until such time as all outstanding amounts are paid in full.
- (12) Monies received from owners will first be applied against any outstanding fines, late penalties, or other charges, which are defined as charges resulting from Bylaw infractions, and secondly to strata fees or special levies due.

2. Repair and maintenance of property by Owner

- (1) An Owner must repair and maintain the Owner's Strata Lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these Rules and Regulations.
- (2) An Owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these Rules and Regulations.
- (3) Every Owner is responsible for repairing and maintaining their Strata Lot, including limited common property designated for the Strata Lot's exclusive use, in a manner reasonably acceptable from time to time to the Council and consistent with the standard of repair and maintenance prescribed by the Council. A Resident may keep plants on a Strata Lot and on limited common property designated for the Strata Lot's use if such plants do not materially and adversely affect other Residents, the structure of the Building (including exterior aesthetics) or the common property, including limited common property. The Council may, from time to time, regulate the type of gardening permitted on limited common property. If an Owner does not maintain their limited common property according to this section, Council may require them to maintain the limited common property or to require any other person to do so at the expense of the Owner in a manner and to a standard deemed appropriate by the Council in all the circumstances.
- (4) A Resident of a Strata Lot shall maintain any planters within limited common property adjoining the Strata Lot, beside interior fences and on patios and balconies, by watering all plants, shrubs and lawns. If a Resident of a Strata Lot is away for any length of time from the Strata Lot, they shall arrange for maintenance of any planters, garden, patio and balcony areas during their absence.

3. Use of property

- (1) An Owner, Tenant, Occupant or visitor must not use a Strata Lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another Strata Lot,

- (d) is illegal, or
 - (e) is contrary to a purpose for which the Strata Lot or common property is intended as shown expressly or by necessary implication on or by the Strata plan.
 - (f) violates any applicable civic bylaw.
- (2) 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 Rules and Regulations or insure under section 149 of the *Act*.
- (3) An Owner, Tenant or Occupant must not keep any pets on a Strata Lot other than one or more of the following:
- (a) a reasonable number of fish or other small aquatic animals;
 - (b) up to 2 caged birds;
 - (c) two dogs low or moderate energy dogs or two cats or one of each.
- (4) All pets must be registered with the Strata Corporation within thirty (30) days of being brought into the building.
- (5) Owners are prohibited from having a ‘vicious dog.’ A ‘vicious dog’ is defined as:
- (a) any dog with a known propensity, tendency, or disposition to attack without provocation other domestic animals or humans, or
 - (b) any dog which has bitten another domestic animal or human without provocation, or
 - (c) a Pit Bull Terrier, American Pit Bull Terrier, Pit bull, Staffordshire Bull Terrier, American Staffordshire Terrier, Rottweiler or any dog of mixed breeding which includes any of the aforementioned breeds.
- (6) An Owner, Tenant, Occupant or visitor must ensure that all pets are leashed when on the common property or on land that is a common asset. An Owner of a pet shall not permit the pet to urinate or defecate on the common property and Owner of the pet 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 other sanitary means. An Owner who fails to remove a pet’s waste will be responsible for all costs incurred by the Strata Corporation to remove the waste and/or repair the common property as well as for any fines that may be levied by the council.
- (7) An Owner of a pet shall not permit the pet to cause a nuisance to any resident or permit the pet to disturb any other Owner, Tenant or Occupant due to barking, howling or the making of other noise.
- (8) If the council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the *Strata Property Act*. At the end of the hearing, the council may take no action, fine the Owner, require the person to pay the costs of remedying the contravention, or order the immediate removal of the pet from the Strata Lot in which case the pet will be immediately removed. The Owner of the pet will be advised about the outcome of the hearing in writing.

- (9) An Owner, Tenant or Occupant shall not use or permit the use of his Strata Lot for a professional, commercial or business purpose that:
- (a) may or will increase the amount of foot traffic or motor vehicle traffic in the common property or the Strata Lot;
 - (b) in any way increases or may increase the liability risk of the Strata Corporation;
 - (c) involves customers, clients, employees, contractors, other workers or any individuals attending the Strata Lot other than those individuals ordinarily resident in the Strata Lot; or
 - (d) involves individuals using a Strata Lot as a place of temporary lodging.
 - (e) contravenes the zoning Bylaw of the City of Vancouver.
- (10) Owners, Tenants, and Occupants shall use their respective Strata Lot, the common property, the common facilities or other assets of the Strata Corporation in a manner which will not unreasonably directly or indirectly interfere with the use or enjoyment by any other resident of his Strata Lot, the common property or common facilities.
- (11) An Owner, Tenant or Occupant may keep plants on his Strata Lot and in areas of limited common property designated for his exclusive use provided that such plants will have no adverse effect on other Occupants of the Strata Plan or on the common property or the common facilities and council may from time to time regulate the type of gardening permitted in the areas of limited common property.
- (12) An owner, tenant, occupant or visitor must not use any musical instrument, amplifier, sound reproduction equipment, television 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 use and enjoyment of a strata lot, or common property by another owner or occupant.
- (13) The Owner of a Strata Lot shall be specifically responsible for the activities of co-Owners, Tenants, Occupants, visitors, employees, pets or other invitees of his Strata Lot. A quiet period shall be in force in the entire complex from 11:00 p.m. until 8:00 a.m. every day, at which time Owners and everyone else on the premises are expected to take special care and attention to not make noise.
- (14) No signs, billboards, notices, placards or other advertising matter shall be placed on any part of the Strata Lot or on the common property. Signs allowable under federal, provincial, or municipal election regulations shall be permitted.
- (15) No laundry, washing, clothing, bedding, or other articles shall be hung or displayed from windows, balconies, or other parts of the Strata Lot or the common property so that they are visible from outside of the building.
- (16) An Owner, Tenant or Occupant must not install window coverings visible from the exterior of the strata lot in a colour other than the original installed colour.
- (17) Bird feeders are not allowed on the common property, including balconies and patios.

- (18) An Owner, Tenant or Occupant may display or use Christmas or other holiday lights on a strata lot or on the common property or limited common property that are visible from the exterior of the strata lot only during the period between December 1 and January 31 of each year, provided that such lights are not affixed to the exterior of the strata lot by nails or staples and are affixed only by the use of appropriate temporary mounting clips.
- (19) Owners, Tenants and Occupants must maintain a consistent high standard of cleanliness, appearance and repair in and surrounding his Strata Lot.
- (20) No personal items such as doormats, toys, bicycles, walkers, etc. shall be left or stored on the common property.
- (21) Owners, Tenants and Occupants shall not allow their Strata Lots to become a health/safety hazard. If the council deems a Strata Lot to be a health/safety hazard, the council will, at its discretion, have the Strata Lot brought up to standard, at the Owner's sole expense.
- (22) No Owner, Tenant, Occupant or visitor shall do anything or cause anything to be done on the common property likely to damage plants, bushes, flowers, lights and/or fountains. No chairs, tables or other objects shall be placed on the landscaping that is likely to damage the landscaping or prevent their reasonable growth.
- (23) Owners, Tenants and Occupants are responsible for any damage to the common property that they do and the Owner of the applicable Strata Lot will be liable for all costs connected with cleaning and repairs.
- (24) No children are allowed to play in the hallways, elevators, lobby or any other common area of the Strata plan except in designated recreation areas.
- (25) All notices must be posted on the bulletin boards with the consent from the Strata Council or our agents.
- (26) An Owner, Tenant or Occupant must not place any items on any balcony except free-standing, self-contained planter boxes, barbecues, summer furniture and accessories. Any damage other than wear and tear to balconies caused by items placed on the patio or deck shall be repaired at the expense of the Owner.
- (27) Balcony cleaning must be done with a damp mop. Excessive use of water to clean balconies will result in fines being assessed against the Strata Lot.
- (28) Neither children nor pets may be left unattended on a balcony.
- (29) Except with the prior written permission of council, the use or storage of propane, natural gas or electric heaters on any balcony is not permitted with the exception of the townhouses, Garden residences and rooftop patios. This is due to the small

size of the balconies. All permitted heaters must have at least a 3 feet radius away from the surrounding building walls, ceilings and balcony railings.

- (30) The maximum number of Occupants permitted to reside in a Strata Lot is limited as follows:
 - (a) in a one-bedroom Strata Lot - two (2) adults + one young child.
 - (b) in a one-bedroom plus den Strata Lot – maximum three (3) Occupants.
 - (c) in a two-bedroom Strata Lot – maximum four (4) Occupants.
 - (d) in a two-bedroom plus den Strata Lot – maximum five (5) Occupants.
 - (e) in a three-bedroom Strata Lot – maximum six (6) Occupants
 - (f) in a three-bedroom plus den Strata Lot – maximum seven (7) Occupants.

- (31) Littering is punishable by a fine of \$100 for the first offence

- (32) Smoking or extinguishing of flammable materials in common areas is punishable by a fine of \$200 for the first offence.

- (33) An owner must pay the insurance deductible portion of any insurance claim filed by the Strata Corporation, if such claim results from damages caused to the common property, including limited common property or common assets by the owner or owner's tenants, residents, or guests.

- (34) A Resident or Visitor shall not operate any business in a Strata Lot for commercial or professional purposes, except a home office involving only administrative business. The prohibition under this section includes using any Strata Lot, the common property, common facilities or limited common property for film making or production purposes without approval of the Council as provided in Bylaw section 43.

- (35) An Owner, Tenant or Occupant must not install in or about the strata lot, common property or limited common property hot tubs, jetted tubs, saunas, children's wading pools.

- (36) An Owner, Tenant or Occupant must not feed pigeons, gulls or other birds, squirrels, rodents or other animals from the strata lot or anywhere in close proximity to the property.

- (37) Any Owners or Tenants in contravention of lease or renting their Strata Lot for a period of less than thirty (30) days shall have privileges and access to the Esprit City Club revoked for a period of minimum one (1) calendar month and up to twelve (12) calendar months.
 - (a) Residents not complying with bylaw 3.37 can be fined for up to \$1000.00 per day for each contravention of the bylaw as per BC strata regulation 7.1.

- (38) (1) No smoking is allowed:
 - a) On the interior common property, including but not limited to in hallways, lobby, elevators, parking garages, electrical and mechanical rooms, stairs, storage locker areas, guest suite (if

applicable), amenity room, fitness room, steam room, sauna room, change rooms; or

- b) On the exterior common property, or
- c) Within any strata lots (i.e. individual units); or
- d) On the limited common property including exterior balconies and patios; or
- e) Within 3 meters (10 feet) of any building door, open window or air intake.

- (2) The term "smoking", when used in these bylaws, is defined as: to inhale/exhale the fumes from burning of plant materials, including but not limited to tobacco and marijuana, or vaporizing of any liquid solution of these substances (e.g. e-cigarettes or "vaping").
- (3) All persons, including but not limited to Owners, Tenants, and Visitors must comply with this bylaw. Owners and Tenants must ensure that this bylaw is not violated by their Visitors or anyone else they allow into the complex.

4. Inform Strata Corporation

- (1) Within 2 weeks of becoming an Owner, an Owner must inform the Strata Corporation of the Owner's name, Strata Lot number and mailing address outside the Strata plan, if any.
- (2) On request by the Strata Corporation, a Tenant must inform the Strata Corporation of his or her name.
- (3) An Owner must provide a Form "K" to the Strata Corporation within two weeks of a new tenancy. Failure to do so will result in an Owner being fined \$200.00 per month until the Form "K" is submitted.
- (4) An Owner/Tenant must keep the Strata Corporation updated with contact information, including phone numbers, email address (if applicable), emergency contact, vehicle license plate, and vehicle registration. Owners must also inform the Strata Corporation should their mailing address change.

5. Obtain approval before altering a Strata Lot

- (1) All future requests from individual strata lot owners, whether it is current or perspective owners, wanting to carry out renovations in their strata lot will only be considered by Council at its next scheduled Strata Council Meeting, and that Council will only entertain requests which are backed by Certified Professionals if the requests involve structural changes, electrical changes, plumbing changes, the building HVAC or envelope systems. When approval is granted, owners are further required to sign a waiver agreement before any work can begin.
- (2) An Owner must obtain the written approval of the council before making an alteration to a Strata Lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;

- (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a Strata Lot;
 - (g) those parts of the Strata Lot which the Strata Corporation must insure under section 149 of the *Act*;
 - (h) antenna, satellite dishes or similar structures or appurtenances hung from, placed on, erected or attached to the exterior of a Strata Lot;
 - (i) shades, awnings, window or balcony guards, screens or enclosures, ventilators, air conditioning devices, or supplementary heating devices attached on or placed on the outside of the building.
- (3) An Owner, Tenant or Occupant must not use or install in or about a strata lot or common property any shades, door bells, awnings, window guards or screens, ventilators, supplementary heating excepting in suite heating devices or air conditioning devices, except those installations approved in writing by the council.
- (4) An owner, tenant or occupant shall not install, attach, place or locate antennas, satellite dishes or any other item that requires attachment by means of screws, nails or other similar fastening devices on the outside of the building or the common property or limited common property including but not limited to balconies.
- (5) The council must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the Owner agrees, in writing, to take responsibility for any expenses relating to the alteration.
- (6) Metallicized or reflective coating or tinting is not permitted on glass windows or doors.
- (7) Replacement of the existing carpets and/or tile floor is allowed only with prior written consent from the Council, using the following specifications:
- (a) Hours of work: Mondays to Saturdays from 9:00am to 5:00pm. No work on Sundays or Holidays.
 - (b) Only floating hardwood is permitted in all suites, except Townhouses.
 - (c) Contractor is responsible for removing all debris, old carpet, boards, drywall, etc. from The Coopers Lookout building. No debris of any kind is to be placed in the dumpster or the recycling bins.
 - (d) Contractor is responsible for cleaning the hallways, stairwells and elevator of any dust, dirt, debris, etc. at the end of each working day.
 - (e) Security: Owner and contractor are responsible for the security of the building at all times.
 - (f) Elevator must be booked to transport any material to and from the suite.
 - (g) Underlay (sound deadening material) under the hardwood floor if cork is chosen must possess a STC (sound transmission class) rating of 50dB and an IIC (impact insulation class) of between 55-59 dB.

- (h) Underlay: if “silent step” is used, the STC must be >60 db and the IIC of 50db. The closed self-foam must be ¼ inch thick minimum.
- (i) Council requires proof of purchase and the STC and IIC ratings for the above underlay materials.
- (j) Ceramic tiles on the kitchen and bathroom floors must be also be installed with sound deadening underlay material, and the details of this material must be submitted to council for approval.
- (k) Any work involving jack hammering, chipping or grinding is limited to the hours of 11:00 a.m. to 3:00 p.m. (maximum 4 hours per day), Monday to Fridays only. There is to be no jack hammering, chipping or grinding on weekends or on statutory holidays. Removal of tile floors also requires special council approval.
- (l) In the event that there are noise complaints, the owner will be required to address the issue by placing carpets or mats in the problematic area or by other means in order to reduce the noise level down to a reasonable level.

The failure of an Owner to comply with this section will result if a fine of \$200.00 for each contravention. A fine may be imposed every seven (7) days.

6. Obtain approval before altering common property

- (1) An Owner must obtain the written approval of the council before making an alteration to common property, including limited common property, or common assets.
- (2) The council may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration.

The failure of an Owner to comply with this section will result if a fine of \$200.00 for each contravention. A fine may be imposed every seven (7) days.

7. Alterations to a Strata Lot or common property

- (1) Any alteration to a Strata Lot or to common property that has not received the prior written approval of council must be removed at the Owner’s expense if the council orders that the alteration be removed. An Owner who receives approval will be liable for all costs connected to the alteration, including the cost of repairing and maintaining the alteration and the cost of repairing and maintaining the common property or a Strata Lot if such repair is required as a result of the alteration. An Owner who receives approval may be required by the council to sign an Assumption of Liability Agreement.
- (2) The Owner will be responsible to obtain the applicable building permits prior to commencing the work, and obtaining such permits is a condition of the council’s approval.
- (3) Owners who undertake alterations in accordance with these Rules and Regulations, and subsequent Owners, are responsible for all costs relating to:
 - (a) the maintenance and repair of the alterations, and
 - (b) the effects on all adjacent Strata Lots or common property, and
 - (c) the effects of rain and weathering, staining, discoloration.

- (4) The council may maintain, repair, or remove alterations to common property if in the opinion of the council:
 - (a) the alterations are not maintained or repaired, or
 - (b) the alterations are damaged.

All costs incurred in the maintenance, repair, and/or removal will be charged to the Owner of the Strata Lot and are his responsibility.

- (5) On the sale of a Strata Lot, Owners must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent Owner refuses to sign an Assumption of Liability Agreement with the Strata Corporation the alteration may be removed by council and the cost of the removal will be charged to the new Owner.
- (6) To remove an approved alteration or attachment, an Owner must negotiate the terms of removal with the council.
- (7) The council reserves the right to require, or have an Owner provide, specified professional supervision or inspection, or both, of approved alterations. The council may include specified supervision or inspection as a requirement of approval.
- (8) When approval is granted by the council to any Owner for modifications to the interior of the Strata Lot, work must commence within sixty (60) days of approval and be completed within sixty (60) days from the date approval was given.
- (9) An approved alteration shall be done between the hours of 9:00 a.m. and 5:00 p.m. or at such other times as prescribed by council. No construction work to be done on Sundays or statutory holidays.
- (10) An Owner who is permitted to make an alteration shall be responsible for the removal of any construction debris and the common property shall be completely cleaned up prior to the site being left each day.

The failure of an Owner to comply with this section will result in a fine of \$200.00 for each contravention. A fine may be imposed every seven (7) days.

7.1 Air Conditioner Installations

- (1) Owners may only install an air conditioner unit (ACU) after obtaining prior written approval of the Strata Council (as relayed by the Strata Agent) and fulfilling any conditions to the approval set out by the Strata Council.
- (2) Owners may request approval to install an ACU only in accordance with these bylaws, as amended from time to time, and any Rules and Regulations of the Strata then in effect.
- (3) An Owner seeking the Strata Council's approval to install an ACU must seek that approval in writing.

- (4) The Strata Council has sole discretion to determine the acceptability of all aspects of a proposed ACU installation, operation, and minimum maintenance.
- (5) For greater certainty, and without limiting the foregoing, the following conditions must be met prior to obtaining Strata Council approval:
 - (a) An Owner installing an ACU must have it installed by a licensed and insured professional installer, and the Owner must provide a copy of the installer's name, contact information, and credentials at the time of seeking approval to install an air conditioner;
 - (b) All electrical or plumbing works necessary to install the ACU must be undertaken by a licensed professional electrician or plumber. All window removal or replacement necessary to install an ACU must be undertaken by a glass installation and repair professional;
 - (c) The Owner or installer must also provide information about the type of ACU to be installed, its specifications, placement, and any other information as may reasonably be requested by the Strata Council;
 - (d) The Owner must enter into an Alteration and Indemnity Agreement, in a form satisfactory to the Strata Council, agreeing, among other things, to compensate the Strata for any and all costs to the Strata in any way associated with the ACU (Strata to provide template);
 - (e) The Owner must agree to sign documents and pay the Strata's costs in its filing a "Charge" (such as a Restrictive Covenant or an Easement) with the B.C. Land Titles Office (LTO) against the Owner's particular Strata Lot to give notice of and register on title one or more of the conditions placed on that particular Strata Lot relating to the ACU, at the sole discretion of the Strata Council;
 - (f) The Owner must explicitly agree to be bound and abide by the Rules and Regulations of the Strata as they relate to ACUs that are put in place from time to time;
 - (g) In the event that the installation of the ACU breaches the exterior of the building, the Owner agrees the Strata Council may require an engineer's report be obtained and be satisfactory to the Strata Council prior to approval being granted;
 - (h) The Owner must provide the Strata Council with maintenance reports on the ACU as set out in the Rules and Regulations from time to time;
 - (i) The Owner must use best efforts to provide Strata Council with a conditional permit or other evidence, to the satisfaction of the Strata Council, from the City of Vancouver relating to the proposed installation of the ACU. If the Strata Council provides its consent prior to such

satisfaction, the Owner must provide evidence of a permit from the City within a reasonable period of time following the Strata Council's conditional approval or else the Strata Council may revoke its approval and enforce these bylaws and apply such fines and other remedies as it sees fit as though no such approval had been granted; and

- (j) Such other conditions which the Strata Council may require relating to a particular proposed ACU, or generally for all ACUs as set out in the Rules and Regulations, as amended from time to time.
- (6) Again for greater certainty, and without limiting the foregoing, the following factors will be considered in the Strata Council's decision to approve the request to install an ACU, with the absence of any such factors weighing against an approval:
- (a) Evidence of the sound emitted by the ACU during operation (measured in decibels, both minimum and maximum);
 - (b) The location and manner of installation of the ACU that will minimize its visibility and will not adversely affect the exterior appearance of the Strata Lot or section of the building;
 - (c) Any penetration of the building envelope to permit the installation of the ACU will be as minimal as possible and will be professionally sealed to ensure that the building envelope will not be compromised;
 - (d) Evidence the Owner's Strata Lot insurance explicitly covers the ACU (may be in the form of an email confirmation from the applicable insurance broker if it is not a rider or endorsement on the particular policy);
 - (e) Any noise or condensation produced by the ACU will not substantially affect the use and enjoyment of neighbouring units or common property by other owners; and
 - (f) Evidence of support for the installation from Owners immediately neighbouring the Owner's Strata Lot (above, beside and below, as applicable). For privacy concerns, the Strata Agent can relay and receive messages of request for support to the appropriate Owners.
- (7) Strata Council may require additional information from the Owner, or their installer, or other experts it deems fit, to better inform its decision. If there are additional costs associated with such requirements, the Owner must agree to pay such costs as a condition to the Strata Council's consent.
- (8) No Owner will install or have installed an air conditioner unit if that installation attaches any item to the building exterior in any way or pierces the building's exterior or envelope in any way, unless:

- (a) The Owner provides information as required to a building envelope professional, selected by the Strata Council, and obtains from that building exterior professional assurance that the installation will not compromise the exterior of the building; or that the conduit passing through the exterior is done by way of a sealed fabricated glazing.
 - (b) The Owner provides access to the Strata Lot as necessary for that building envelope professional to examine the installation at any stage during the installation and thereafter, and
 - (c) The Owner pays the fees for the foregoing.
- (9) Air conditioner units are subject to removal at the direction of the Strata Council for any reason that the Strata Council deems sufficient. Owners will pay all costs associated with the removal of an air conditioner unit.
- (10) An Owner who obtains Strata Council permission to install an ACU must provide access to their Strata Lot on request by Strata Council or its designate to inspect the installation of the ACU at any stage during the installation and thereafter and/or test the volume of noise produced by the ACU.
- (11) The Strata Council may require an Owner remove an ACU if it determines that:
- (a) The ACU was not installed in the manner authorized by the Strata Council;
 - (b) The noise produced by the ACU outside the unit exceeds the limit set in the Rules and Regulations;
 - (c) The installation of the ACU has compromised the building envelope or caused water to enter the building;
 - (d) Condensation created by the ACU is leaking onto other units or the common property; or
 - (e) The installation or operation of the ACU has materially affected the use and enjoyment of neighbouring units or the common property by other Owners or Residents.
- (12) If the Strata Council requires an Owner to remove an ACU, the Owner will immediately cease to use ACU and will promptly remove the ACU at the Owner's expense.

8. Permit entry to Strata Lot

- (1) An Owner, Tenant, Occupant or visitor must allow a person authorized by the Strata Corporation to enter the Strata Lot
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and

- (b) at a reasonable time, on 24 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair and maintain under these Rules and Regulations or insure under section 149 of the *Act*.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) In the event of an emergency occurring in a strata lot whose Occupant cannot be contacted, access to ensure safety or prevent significant loss or damage may have to be gained by force at the Owner's expense.
- (4) An Owner who does not permit entry as required by subsection (1) will be responsible for all costs incurred by the strata corporation. If a professional is required to reattend at the strata lot to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation, the Owner will be responsible for repairing, and maintaining, or insuring including all legal costs incurred by the strata corporation if an application to the Court is required in order to obtain access to the strata lot.

Division 2 – Powers and Duties of Strata Corporation

9. Repair and maintenance of property by Strata Corporation

The Strata Corporation must repair and maintain all of the following:

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

Division 3 – Council

10. Council size and membership

- (1) Subject to subsection (2), the council must have 7 members elected at an Annual General Meeting, but may operate with fewer members in accordance with the Strata Property Act (Part 7 Schedule of Standard Rules and Regulations; Division 3; Item 12)
- (2) No person shall be elected to council and remain on council if the Strata Corporation is entitled to register a lien on their Strata Lot under Section 116(1) of the Act.
- (3) No person shall be elected to council and remain on council if their Strata Lot is in arrears of any monies owed to the Strata Corporation.
- (4) The term of office of a council member ends at the end of the Annual General Meeting at which their term as a member of council expires.
- (5) A person whose term as a council member is ending is eligible for reelection.

11. Removing council member

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

12. Replacing council member

- (1) If a council member resigns or is unwilling or unable to act for a period of 3 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 3 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 Rules and Regulations respecting the calling and holding of meetings.

13. Officers

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

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

14. Calling council meetings

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

15. Requisition of council hearing

- (1) By application in writing, stating the reason for the request, an Owner or Tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

16. Quorum of council

- (1) A quorum of the council is
 - (a) 1, if the council consists of one member,
 - (b) 2, if the council consists of 2, 3 or 4 members,
 - (c) 3, if the council consists of 5 or 6 members, and
 - (d) 4, if the council consists of 7 members.

- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

17. Council meetings

- (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Council members, except for previously approved presentations and hearings, are the only persons permitted to attend Strata council meetings.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the *Act*;
 - (b) rental restriction bylaw exemption hearings under section 144 of the *Act*;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with council's ability to function.

18. Voting at council meetings

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

19. Council to inform Owners of minutes

Council will make copies of the minutes available within 2 weeks by the following means:

- (1) From the Concierge desk;
- (2) From the Strata Agent's website;
- (3) On display in the bulletin board in the main lobby

20. Delegation of council's powers and duties

- (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

- (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

21. Spending restrictions

- (1) A person may not spend the Strata Corporation’s money unless the person has been delegated the power to do so in accordance with these Rules and Regulations.
- (2) Despite subsection (1), a council member may spend the Strata Corporation’s money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

22. Limitation on liability of council member

- (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member’s liability, as an Owner, for a judgment against the Strata Corporation.

Division 4 – Enforcement of Rules and Regulations and Rules

23. Maximum fine

- (1) The Strata Corporation may fine an Owner or Tenant a maximum of:
 - (a) \$200.00 for each contravention of a bylaw and;
 - (b) \$50.00 for each contravention of a Rule.
- (2) An infraction or violation of these Rules and Regulations may result in a fine of fifty (\$50.00) dollars for each violation unless otherwise specified in another provision of these rules, to be assessed against the Strata Lot Owner and added to his monthly Strata account. FINES MAY ESCALATE FOR VIOLATIONS AS FOLLOWS:

First violation	\$50.00 fine
Further violations	\$200.00 per occurrence

- (3) All fines are due and payable within fourteen (14) days of the written issuance of the fine.

24. Continuing contravention

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

25. Correspondence

- (1) All communication between Residents and Council shall be in writing, signed by the Resident and directed to the Strata Agent.
- (2) Council will consider written submissions at the next Council meeting and will report, in writing through the Strata Agent, Council's decision within two (2) weeks after the meeting/deliberation at which the submission was considered.

Division 5 – Annual and Special General Meetings

26. Quorum

- (1) Quorum for an annual or special general meeting shall be the eligible voters holding 1/3 of the Strata Corporation's votes present in person or by proxy.
- (2) If at the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned for a period of fifteen minutes whereupon:
 - (a) a meeting held pursuant to section 43 is cancelled;
 - (b) a meeting held other than pursuant to section 43 shall be reconvened and the persons present in person or by proxy and entitled to vote, shall constitute a quorum.

27. Person to chair meeting

- (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

28. Participation by other than eligible voters

- (1) Any person may attend annual and special general meetings if they have either a valid proxy or have been assigned the landlord's rights.
- (2) Only Owners, individuals asked by Owners to speak on their behalf, and spouses of Owners may attend annual and special general meetings. Section 26 of the Standard Schedule of Rules and Regulations of the *Strata Property Act* is not included as part of these Rules and Regulations.

29. Voting

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (7) An Owner will not be entitled to vote at a general meeting except on matters requiring a unanimous vote if there are any unpaid Strata fees.

30. Order of business

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

- (1) certify proxies and corporate representatives and issue voting cards;
- (2) determine that there is a quorum;
- (3) elect a person to chair the meeting, if necessary;
- (4) present to the meeting proof of notice of meeting or waiver of notice;
- (5) approve the agenda;
- (6) approve minutes from the last annual or special general meeting;
- (7) deal with unfinished business;
- (8) 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;
- (9) ratify any new rules made by the Strata Corporation under section 125 of the *Act*;
- (10) report on insurance coverage in accordance with section 154 of the *Act*, if the meeting is an annual general meeting;

- (11) approve the budget for the coming year in accordance with section 103 of the *Act*, if the meeting is an annual general meeting;
- (12) deal with new business, including any matters about which notice has been given under section 45 of the *Act*;
- (13) elect a council, if the meeting is an annual general meeting;
- (14) terminate the meeting.

Division 6 – Moving In

31.

- (1) An appointment for a moving in/out time must be made with the Concierge. Every Owner or Tenant moving either into or out of the building must complete a move in/out form at the Concierge before an appointment can be made. By signing this form, the individual concerned acknowledges the rules that apply to move ins/outs and agrees to comply with these Rules and Regulations.
- (2) A minimum of 48 hours notice is required to be given to the Concierge, prior to any move in/out.
- (3) Hours of move-ins and move-outs are allowed only between the hours of 9:00 a.m. and 8:00 p.m., with no booking starting later than 5:00 p.m. Moves must be finished by 8:00 p.m.
- (4) Full instructions for the operation of the move will be given by the Concierge.
- (5) Owners will be responsible for any Tenant or Occupant in their Strata Lot moving in or out of the building and will be responsible for any damage to the common property. To this end, a refundable cash damage deposit of \$200.00 must be paid to the Concierge before permission to move in or out will be given. The Concierge will then disarm the loading door alarm and lock out an elevator. Following completion of the move and an inspection of the common areas confirming no damage was incurred, the security system will be re-alarmed. Any damage caused to the building during a move in/out will be assessed by the Concierge, building supervisor or Strata Agent and the cost of repairing this damage deducted from the aforementioned damage deposit. Damage in excess of the deposit will be charged to the Strata Lot's account.
- (6) Elevator mats and pads must be installed to protect the elevator when moving any furniture.
- (7) A move-in fee of \$250.00 must be paid by the Owner to the Strata Corporation before a move in can proceed. Suites that do not require elevator hallway or stairwell access will be charged a move-in fee of \$100. A move in fee of \$75 shall be paid for all internal moves in the building (effective April 1st, 2009).

- (8) The Concierge and the moving party will make a before and after inspection of the area through which the moving will take place. If damage has occurred as a result of that move, the cost of repairs related shall be assessed to the individual Strata Lot Owner in addition to the move-in fee.
- (9) During the move, all lobby doors must remain closed and locked when unattended.
- (10) Moving boxes and packing materials must be flattened, compacted and tied before being placed into the appropriate cardboard or garbage container.
- (11) The Concierge will require to have in their possession the following documentation before a move-in can commence (no exceptions will be made):
 - (a) A completed resident's information form;
 - (b) A copy of a valid certificate of liability insurance for the person(s) moving in;
 - (c) A copy of a completed Form K if the new resident is a Tenant;
 - (d) A signed receipt indicating they have received and reviewed the Rules and Regulations and house rules of a Strata Corporation.
 - (e) A receipt for the refundable \$200 deposit.
 - (f) A receipt for the move-in fee.

Division 7 – Motor Vehicles and Parking

32.

- (1) Any Owner, Tenant or Occupant may use the parking space which has been specifically assigned to his Strata Lot for one vehicle and/or a motorcycle. The motorcycle must be parked in front or behind the automobile without any part of the motorcycle or car protruding from the designated parking space and into common property.
- (2) The parking spaces assigned to a Strata Lot shall not be rented or leased to a non-resident.
- (3) An Owner, Tenant or Occupant shall be parked on limited common property in designated and assigned parking spaces only; no motor homes, trailers, boats or equipment of any kind shall be parked on the common property.
- (4) Motor vehicles found in unauthorized areas will be removed immediately, without notice, at the vehicle Owner's sole expense.
- (5) Parking will not be permitted under any circumstances on interior roadways or in driveways. Any motor vehicle found parked in a prohibited area will be removed, without notice, at the vehicle Owner's sole expense.
- (6) No motor vehicles shall be parked in a manner that will reduce the width of the garage, roadway, neighbor's parking spaces, stairwells and/or walkways. Motor vehicles found parked in this manner shall, without notice, be removed at the vehicle Owner's sole expense.

- (7) Parking spaces are not to be used for storage of any kind. The Strata Corporation will remove any items stored in an Owner's parking space and any costs incurred in doing so shall be assessed against the Strata Lot Owner's Strata account.
- (8) No repairs to motor vehicles shall be carried out on common property.
- (9) Oil leaks and exhaust pollution stains are the responsibility of the Owner and must be cleaned up by the Owner. Owners of motor vehicles causing oil staining shall at the Strata Corporation's notification, clean up all drippings, or on failure to do so within seven (7) days notice, the Strata Corporation will have the stain cleaned up and a minimum clean up charge of \$50.00 will be assessed to the Strata Lot.
- (10) Only motorized, currently licensed and/or insured and operational motor vehicles shall be parked on the Strata Corporation property. Motor vehicles not bearing current license plates must provide a copy of valid storage insurance (for a minimum of \$1,000,000.00 liability) or the vehicle will be towed away at the vehicle Owner's sole expense, immediately without notice. Vehicles powered by propane are not permitted in the underground parking area, including visitor's parking.
- (11) An Owner, Tenant or Occupant who finds an unauthorized vehicle parked in his assigned parking space must contact the Concierge, who will in turn contact the towing company to have the vehicle removed at the vehicle Owner's sole expense.
- (12) The speed limit within the common property is 10 kilometers per hour.
- (13) No honking or other noise, which is a nuisance, will be made by any vehicle in the Strata plan unless it is made in an attempt to avoid an accident. Owners of vehicles with car alarms are asked to ensure that the alarms are not overly sensitive to passing motor vehicles.
- (14) An Owner, Tenant and Occupant shall only wash motor vehicles in a designated car wash area.
- (15) Fire lanes must not be obstructed at any time.
- (16) Any vehicle violating the parking Rules and Regulations may be towed away immediately at the vehicle Owner's sole expense.
- (17) No cardboard, drip pan, or kitty litter is allowed to be used in any of the parking spaces. Any cars found to leak oil will be fined as per the Strata's Rules and Regulations, billed the clean up costs, and can be requested not to park on common property. Any residents who after they receive 14-day notice continue to park their car may result in the car being towed at the Owner's expense.

- (18) Residents are now required to produce a permanent visitor parking pass (the plastic tag) before a temporary visitor parking pass (the paper tag) can be issued by the Concierge staff.
- (19) Residents shall wait for the overhead gate to close fully or for the green signal light to be activated by the vehicle behind them before driving away.
- (20) The cost to charge vehicles using common area electrical outlets is \$10 per month for two wheeled vehicles, gas or diesel vehicles and \$25 per month for hybrid, and electrical vehicles. The charges will be added to the strata lot account of the unit which is assigned the stall where the vehicle is parked.

Division 8 – Visitor’s Parking

33. Rules and Regulations Governing the Use of Visitor’s Parking

- (1) Guest parking in the designated BCS3127 visitor parking stalls shall be on first come, first served basis.
- (2) Parking permits issued by the Strata Corporation must be placed on the dashboard of the visiting vehicle with the pass number visible, or they may be subject to tow at the vehicle owner’s sole risk and expense.
- (3) A maximum of one visitor-parking permit will be issued to each Strata Lot. Parking permits are the property of the Strata Corporation.
- (4) Lost or stolen tags must be reported immediately to the Management Company and a charge of \$50.00 per parking permit will be levied for a replacement of the lost or stolen parking permit. Lost or stolen permits will be voided from the system and the new permits will be activated.
- (5) The visitor parking stalls are intended for the exclusive use of individuals who are visiting a resident of BCS3127 or by trades people who are providing a special service to the building. Any other use contravenes this bylaw.
- (6) Guests/visitors will not park a motor home, trailer, tractor, boat or equipment of any kind in a visitor parking stall.
- (7) A resident’s personal vehicles must not be parked in the visitor stalls for any reason at any time; The definition of a resident for this bylaw is a resident that lives either full time or part time at Coopers Lookout.
- (8) Visitor parking shall be limited to a maximum duration of 18 hours, unless prior approval is arranged with the Concierge. Under no circumstances may a vehicle be parked for more than three (3) consecutive days or portion thereof without an extended visitor parking pass. Furthermore, no vehicle may make use of visitor parking for more than seven (7) days or portion thereof in a calendar month. If continuous visitor parking is required, an extended visitor parking pass must be obtained from the Concierge and approved by the on-site Property Manager.

- (9) An extended visitor parking pass may be obtained from the Concierge on a space available basis. Extended visitor's parking passes are provided at the sole discretion of Strata Council. The Strata Lot's parking permit must be displayed in addition to the extended parking permit at all times;
- (10) Residents who abuse their visitor's parking privileges will have these privileges revoked for a period of 90 days on first offence and for 1 year for each subsequent offence;
- (11) Residents who allow friend or relatives to regularly park vehicles (i.e., for daily work in the area) will lose their visitor parking privileges. These types of arrangements do not fall under the "Visitor" category for parking in the building.
- (12) Vehicles not permitted in visitor's parking will be towed at the Owner's expense.
- (13) Visitor temporary parking passes are issued on a first come basis from the Concierge. A maximum of three (3) are issued each 24 hour period.

Division 9- Meeting Room

34. Rules and Regulations Governing the use of Meeting Rooms

- (1) The meeting room will be available for use by residents on an exclusive basis between the hours of 9:00 a.m. and 11:00 p.m., 7 days a week.
- (2) A \$200.00 refundable damage deposit must be paid at the time of booking;
- (3) Visitors must be accompanied by a resident when using the facility;
- (4) No cooking or food preparation is permitted in the meeting room.
- (5) No pets are allowed in the meeting room.
- (6) Residents who make, or permit others to make excessive noise during the use of the room, will forfeit their entire deposit;
- (7) Residents who do not vacate the room at the prescribed closing time, or at the end of their reservation, shall forfeit their entire deposit;
- (8) The Concierge will inspect the room after the booking. If the room has not been cleaned, a cleaning fee will be assessed. Any theft or damage resulting from the use of the room will be assessed.
- (9) All assessments from sections 8 above, will be the responsibility of the Strata Lot making the booking, and subtracted from the damage deposit. Owners are reminded that they are fully responsible for damage caused to common property by their Tenants and guests. If the cost of cleanup or repairs exceeds the deposit, the Strata Lot making the room booking will be billed for the additional costs.

- (10) A rental fee of \$20/booking will be charged for bookings for any commercial purposes.
- (11) Alcohol is only permitted with Council approval.

Division 10 – Building Security

35.

- (1) No one shall leave open or unlock any outside entrance or exterior fire exit door.
- (2) Do not allow strangers to enter the building anytime. Do not allow unidentified persons to follow you through the door when you enter. If a person will not identify themselves or show their keyfob, notify the Concierge immediately.
- (3) Residents should report to the Concierge, Management Company or the police any suspicious person(s) in or around the building.
- (4) All keys to locks on the common property will be made and issued only with the authority of the council.
- (5) Additional key fobs may be obtained by an Owner or Tenant. The fobs will be issued by the Concierge at a cost of \$150.00 each.
- (6) All fobs lost or stolen shall be reported to the Concierge immediately.
- (7) No soliciting will be permitted within the Strata plan under any circumstances.
- (8) Security of the building cannot be maintained without the full cooperation and observance of these Rules and Regulations by all residents.

Division 11 – Hazards and Insurance

36.

- (1) An Owner, Tenant, Occupant or Visitor must not smoke on common property or limited common property. Without limiting the generality of the foregoing, an owner may not smoke in the lobby, elevator, parking area, Meeting Room or on balconies or patios adjacent to a strata lot or the Meeting Room. Alcohol is not permitted in any common areas, except those as permitted under the Rules and Regulations.
- (2) Owners, Tenants and Occupants are responsible for any damage caused by a waterbed, appliance or other fixtures within their Strata Lot.
- (3) All freshly cut and “live” Christmas trees are prohibited in the building.
- (4) An Owner, Tenant, Occupant or Visitor must not obstruct the use of sidewalks, walkways, passages, driveways, entrances or exits of the common property for any purpose other than ingress or egress from the strata lot or parking areas within the common property.

- (5) An Owner, Tenant, Occupant or Visitor must not do anything that will increase the risk of fire, invalidate any insurance or increase the rate of insurance for the whole or any part of the property.
- (6) No one shall be allowed to play, skateboard, or rollerblade in the underground parking areas, or any other common areas at any time.
- (7) Owners, Tenants and Occupants must not permit explosive, combustible, flammable or offensive materials to be stored within their Strata Lot or on common property. A small supply of fuel normally used for gas barbecues and outdoor heaters may be stored on the balcony.
- (8) All residents and Owners of Strata Plan BCS3127 must have at least \$1,000,000 liability insurance prior to completion of purchase, or occupancy. Certificate of insurance must be provided at time of “move-in” booking.
- (9) Nothing shall be allowed to fall from a window or balcony of a Strata Lot. Cigarettes, matches, bottles, cans or any other item dropped or thrown from a Strata Lot will result in an immediate \$200 fine.
- (10) All Owners must also purchase insurance for their strata lot to protect themselves against a Strata insurance deductible chargeback, personal content (if Owner-Occupier), rental loss (if Investor-Owner), or costs incurred by the Strata Corporation to repair common property for any losses.

Division 12 – Indemnification and Insurance Deductible

37.

- (1) 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 or from liability to any member of his or her family or tenant or their guests, servants, agents and invitees but only to the extent that such expense is not met by the proceeds of insurance carried by the Strata Corporation.
- (2) In the event that loss or damage occurs to common property, limited common property, common assets or any strata lot that gives rise to a valid claim under the Strata Corporation’s insurance policy, the Owner shall reimburse the Strata Corporation for the deductible portion of the insurance claim if the owner is responsible for the loss or damage that gave rise to the claim.
- (3) Where an Owner, Tenant, Occupant or Visitor does or permits anything to be done that is illegal or for any reason invalidates the Strata Corporation’s insurance, the Owner must indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement of any damage to the common property, limited common property, common assets or strata lots.

- (4) For the purpose of this bylaw, any costs for which a strata lot Owner is responsible shall be considered as an expense chargeable to the owner and shall be added to and become a part of the assessment of that Owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.
- (5) An Owner who fails to pay the cost of repair or remedying the loss or damage when due shall reimburse the Strata Corporation and save it harmless against any and all costs and expenses required to collect such reimbursement, whether by Court action or other means and including council member or management costs associated with lost time from employment, strata management costs and legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.

Division 13 – Resale of Strata Lot

38.

- (1) Upon conveyance of a Strata Lot, the purchasers must provide the Strata Corporation with completed lease assignments for parking stalls and lockers for the conveyed Strata Lot.
- (2) Owners who assign the lease for a parking stall or storage other than at time of purchase must provide the lease assignment to the Strata Corporation.

Division 14 – Bicycles, Rollerblades, Roller-skating, and Skateboards

39.

- (1) Bicycles shall be kept in designated bicycle storage areas only. No bicycles are permitted in the elevators, stairways, Strata Lots, or on balconies or patios.
- (2) Bicycles are not permitted at anytime inside the common areas, except the bicycle storage area and the P1 level of the parking garage.
- (3) Bicycles found on common area property outside of the designated bicycle storage rooms will be removed and impounded. Bicycles not claimed after 30 days may be sold at the Strata Corporation's discretion. A fine of \$50.00 will be paid to the Strata Corporation for the return of an impounded bicycle.
- (4) An Owner, Tenant, Occupant or Visitor must not use or ride any mechanical device, including bicycles, tricycles, skateboards and roller blades (except those devices to assist disabled people) on either limited common property or common property, including the elevator, sidewalks, pathways and the parking areas other than entry to and egress from the parking area on a bicycle.
- (5) For residents requiring higher security bicycle storage, a special limited use bicycle room is available for a fee of \$10.00 per month.
- (6) The Strata Corporation assumes no responsibility for bicycles stored in any of the designated bicycle storage rooms.

Division 15 – Storage/Storage Lockers

40.

- (1) No part of the common property except areas designated by the Strata Corporation will be used for storage without the prior written consent of the council.
- (2) The Strata Corporation assumes no responsibility for the contents stored in lockers assigned to a Strata Lot.

Division 16 – Barbecues

41.

- (1) Only small propane or electric barbecues are permitted.
- (2) All propane tank valves are to be in the “off” position when not in use, or when being carried through the common property.
- (3) Barbecuing is permitted on the balconies and patios of each Strata Lot, provided it is conducted in safe manner and does not create a nuisance to other residents.
- (4) Barbecuing equipment must be maintained in an orderly appearance and can only be stored on your balcony.
- (5) Barbecues must be kept clean to reduce smoke and odors disturbing other residents.
- (6) Non-compliance with 39 (5) will result in a fine being levied against the Strata Lot.

Division 17 – Severability

42.

- (1) Should any portion of these Rules and Regulations be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the Rules and Regulations, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- (2) For the purposes of all Rules and Regulations, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires.

Division 18 – Open Houses

43.

- (1) **“Open House”** for the purposes of this Bylaw means any event planned by any Owner, Owner’s Agent or Realtor, or any event planned with the knowledge and consent of any Owner, Owner’s Agent or Realtor in which:
 - (a) The public at large, or any portion thereof, is invited onto common property of the Strata Corporation or to use the common assets of the Strata Corporation for the purposes of viewing a strata lot in the Strata Corporation that is for sale or is intended for sale or is anticipated to be for sale within the reasonable future, and
 - (b) The public at large, or any portion thereof, crosses common property of the Strata Corporation or uses common assets of the Strata Corporation for the purposes of viewing a strata lot in the Strata Corporation that is for sale or is intended for sale or is anticipated to be for sale within the reasonable future,but it does not apply to individual appointments made with prospective purchasers of strata lots to view a strata lot and common property within the Strata Corporation that is for sale, if such individual appointments are not scheduled or conducted in a fashion similar to an Open House.
- (2) Open Houses may be conducted for a maximum period of two hours between 10:00 a.m. and 4:00 p.m. on either Saturday or Sunday and are subject to this Bylaw.
- (3) An Owner, Owner’s Agent or Realtor shall not advertise or conduct an open House unless:
 - (a) The Owner or Owner’s Agent has applied, in writing, to the Strata Council through the Management Company, for permission to advertise and to conduct an Open House and that permission has been granted; and
 - (b) The Owner or Owner’s Agent advises the Concierge, in writing, at least 72 hours prior to the date of the Open House,
- (4) Upon receiving the permission of the Strata Council to advertise or hold an Open House, the Owner, Owner’s Agent or Realtor is entitled to place one sign (“Sign”) advertising the Open House. The Owner, Owner’s Agent or Realtor shall ensure that the Sign:
 - (a) is of a temporary nature;
 - (b) is no larger than 30cm by 60cm;
 - (c) is displayed at most during the period when the Open House is being conducted;
 - (d) is of a professional and tasteful nature; and
 - (e) is placed outside the building within 15 feet of the front door so that the Sign does not, in any manner, impede or endanger any person or any vehicular traffic;

- (5) The Owner, Owner's Agent or Realtor shall ensure that any and all persons on the common property as a result of the Open House ("Attendees") are, at all times, accompanied by the Owner, Owner's Agent or Realtor.
- (6) Upon entering the building for the purpose of attending or otherwise participating in an Open House, each Attendee shall sign in with the Concierge and shall provide the Concierge with the Attendee's name and address.
- (7) The Owner is responsible for any and all damages incurred by the Strata Corporation which are caused either directly or indirectly by an action or negligence of any person attending or otherwise participating in any way in the Open House.
- (8) No Owner, Owner's Agent or Realtor shall conduct an Open House on a day when another resident of the Strata Corporation is moving in or moving out of the building. With reference to Clause 3(1) of this Bylaw, no permission shall be granted by the Strata Council for an Open House to be advertised or conducted when a "move in" or a "move out" is planned.
- (9) In the event that this Bylaw is breached by the Owner, the Owner's Agent, the Realtor or any person attending or otherwise participating in any way in the Open House, the Owner of the strata lot in respect of which an Open House is advertised or conducted shall be fined \$50.00 by the Strata Corporation.
- (10) No permission shall be granted by the Strata Council for an Open House to be advertised or conducted in respect of a strata lot whose Owner has not paid in full any and all fines levied by the Strata Corporation.
- (11) If a prospective purchaser of a Strata Lot wishes to conduct an inspection of common areas, including any of the locked common areas (e.g. boiler room), an appointment must be booked during the Building Manager's regular office hours. A non-refundable fee of \$50.00 per hour (or portion thereof) applies and must be paid in cash or cheque at the time of the inspection.

Division 19 – Film Production

44.

- (1) The advance written permission of the Council is required for any use of a Strata Lot, the Building, Common Property, Limited Common Property, Balcony or Patios or areas surrounding the Building for any film production purposes.
- (2) Application shall be made to the Council at least five (5) business days before the proposed use. The application shall include, at a minimum, (I) the name, address, telephone number and identity of the responsible managing agent or employee of the proposed user, (ii) the date, time, location, duration and a detailed description of the proposed use and (iii) proof of insurance of at least \$2,000,000.00 naming the Corporation as an additional insured, with waiver of liability.

- (3) The charge for use of the Building or Common Property or areas surrounding the Building is \$1,000.00 for any use up to twelve continuous hours. Any use beyond twelve continuous hours is charged at the rate of \$100.00 per hour. There is a charge of \$500.00 per day for set up and access through Common Area to use any Strata Lot, Limited Common Property, Patio or Balcony for film production purposes.
- (4) At least one Corporation employee, Concierge or Strata Agent shall be on duty during the time the user is using the Building, Common Property, Limited Common Property, Balcony or Patios or areas surrounding the Building. The user shall reimburse the Corporation for all staff time devoted to assisting, supervising or securing the area used or affected. Staff time is charged at the prevailing hourly rate (plus benefits) at the time. The user may separately contract with staff to work at times and hours when staff are not on Corporation employment.
- (5) The user shall, at their expense, provide appropriate security to ensure that unauthorized persons do not gain access to the Building, Common Property, Limited Common Property, Strata Lots, Balcony or Patios or areas surrounding the Building.
- (6) The user shall provide quiet self-contained generators to provide all electricity required for the production. The user may not hook into or use any electricity, plumbing, pump-out or other facilities or utilities provided at the Building.

END NOTES:

Bylaws have been registered at Land Titles Office. These have included new bylaws and amendments to bylaws previously registered. The Bylaws listed herein are those currently in place for Strata Corporation BCS3127. Owners will be advised accordingly of any changes in the future. The following is a listing of registration numbers and dates of the passing of the amendments at a general meeting of the Owners.

Bylaws	Registration #
Entire set of Bylaws 1-44 passed at AGM on 3-Mar-10	BB049148
New bylaws 3(4), 32(19), 36(10), amended bylaws 3(6), 32(10) at AGM on 24-Feb-11	BB1318226
New bylaw 4(4), amended bylaw 4(3) at AGM on 7-Mar-13	CA3123243
Amended bylaw 35(5), new bylaw 43(11) at AGM on 26-Feb-14	CA3640351
New bylaws 3(37) and 32(20) at AGM on 22-Feb-17	CA5932294
Amended bylaw 1(4) and new bylaw (38)(1), (2) and 39 at AGM on 19-Feb-18	CA6671087
New bylaw 3(37)(a) at AGM on 20-Feb-19, Registered on 1-Mar-19	CA7375202
New bylaw 7.1 at AGM on 11-Feb-20, Registered on 4-Mar-20	CA8070883
