

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
 - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.
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1. CONTACT: (Name, address, phone number)

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan EPS 3242 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on October 16, 2018:

See attached.

 
.....

Signature and Name (please print) of Council Member

 
.....

Signature and Name (please print) of Second Council Member
(not required if council consists of only one member)

1. By adding bylaw 3(4) which reads:

3(4) (a) An Owner, tenant, occupant or guest is strictly prohibited from growing or keeping cannabis/marijuana/hemp plants in a strata lot or on common property, limited common property or common assets.

(b) 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 (including the owner's strata lot) as a result of damage arising from growing or keeping cannabis/marijuana/hemp plants within an owner's strata lot or on common property, limited common property, common assets or anywhere within the Strata Corporation, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy held by the strata corporation. In such circumstances, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the owner.

BE IT RESOLVED by a $\frac{3}{4}$ vote of The Owners, Strata Plan EPS 3242, TELUS Garden Residences that the bylaws of the Strata Corporation be amended by:

1. *Renumbering bylaws 36.1 and 36.2 as bylaws 3.5 and 3.6 and amending them to read as follows:*

3.5 An owner, tenant or occupant must not use or permit the use of all or part of a strata lot as short-term accommodation for a period of less than 30 consecutive days, by anyone who, directly or indirectly, pays or gives the owner, tenant or occupant any fee, compensation or other remuneration. Without restricting the generality of the foregoing, an owner, tenant or occupant must not:

(i) enter into a license for the use of all or part of a strata lot;

(ii) permit any strata lot or part thereof to be used or occupied as vacation, travel or temporary accommodation (such as Airbnb or Vacation Rental By Owner) for any period of time; or

(iii) directly or indirectly advertise, market, promote or license for use any strata lot or part thereof as vacation, travel or temporary accommodation (such as Airbnb or Vacation Rental By Owner) for any period of time.

An owner, tenant or occupant who uses a strata lot in contravention of this bylaw may be subject to a fine of \$200 per contravention, at the discretion of the strata council. Effective November 30, 2018, this fine will be increased to a maximum of \$1,000 for each day that the strata lot is used in contravention of this bylaw.

- 3.6 The Strata Corporation may take any necessary steps to terminate an arrangement that contravenes bylaw 3.4, including, but not limited to, seeking a declaration or court injunction to enforce the bylaw. Any legal costs or expenses of the contravening owner shall be recoverable from the owner on a solicitor and own client basis by the Strata Corporation.

2. Amending bylaw 27 to read as follows:

Continuing Contravention

27. 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. With respect to a contravention of bylaw 3.5, a fine may be imposed every day, where such contravention occurs on or after November 30, 2018.

BE IT RESOLVED, the owners, Strata Plan EPS 3242, TELUS Garden Residences do hereby authorize the approval of new Bylaws 3.7, as follows:

3.7 No Smoking

3.7 (a) For the purposes of this bylaw 3.7, the following definitions apply:

- (a) **"smoke"** or **"smoking"** includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco, cannabis, or other weed substances;
- (b) **"vape"** or **"vaping"** includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.

3.7 (b) A resident or visitor must not smoke or vape anywhere on or within Strata Plan EPS 3242, including in a strata lot.

BE IT RESOLVED, the owners, Strata Plan EPS 3242, TELUS Garden Residences do hereby authorize the amendment of Bylaws 43.9, as follows:

From:

43.9 Assigned parking stalls shall not be used for storage other than a motor vehicle or bicycles.

To:

43.9 Assigned parking stalls shall not be used for storage other than one motor vehicle and / or one motorcycle or electric scooter, provided that all vehicles fit within the lines of the stall and do not protrude beyond the end of the stall as indicated by the pillars and does not impede roadway or drive aisle access.

BE IT RESOLVED by a $\frac{3}{4}$ vote of the Owners, Strata Plan EPS 3242, TELUS Garden Residences that the bylaws of the Strata Corporation be amended by adding the following bylaws:

- 2.5 Notwithstanding subsection 11(c)(i) of these bylaws, the owner of PH3:
- (a) is responsible to maintain, replace and repair the limited common property roof deck and the strata lot atrium located on the roof and accessible from PH3 (the "Roof Deck");
 - (b) will conduct the maintenance, replacement and repair of the Roof Deck with due care, preparation and precautions to protect and maintain the building, including the building envelope; and
 - (c) must ensure that the trade(s) contracted to perform the maintenance, replacement and repair of the Roof Deck are fully licensed, insured and in good standing with Worksafe BC.
- 2.6 Save as amended in section 2.5, above, the Strata Corporation's repair and maintenance obligations in Section 11 of these bylaws continue in full force and effect, including, without limitation the its obligation to, at its cost, repair, maintain and replace the roof and the roof membrane.
- 2.7 If the strata corporation needs to maintain, repair, or replace the roof or the roof membrane which maintenance, repair, or replacement requires removal of all or part of the roof deck, the owner of PH3, and not the strata corporation, will be liable for and be required to pay the cost to remove, restore and replace the Roof Deck.
- 2.8 If the Strata Corporation determines, acting reasonably, that alterations, replacement, or repairs must be made to the Roof Deck for the safety or preservation of the roof or roof membrane, then upon receiving written notice from the Strata Corporation, the owner of PH3 must commence making such alterations, replacements, or repairs within twenty-one days and must complete such work within a reasonable period of time. If the owner of PH3 fails to commence making such alterations, replacements, or repairs within twenty-one days of receiving notice, (other than in the event of any emergency in which case the Strata Corporation can access immediately for repair) or to complete such work within a reasonable period of time, the Strata Corporation, at the owner of PH3's sole cost and expense, may make such alterations or repairs to the Roof Deck as are reasonably necessary for the safety or preservation of the roof or roof membrane.

BE IT RESOLVED, the owners, Strata Plan EPS 3242, TELUS Garden Residences do hereby authorize the approval of new Bylaws 45, 46, 47, 48, 49 & 50, as follows:

Fitness Area & Gym Equipment

- 45.1 Use of the fitness area, including all gym equipment, is at the full risk of the user. The Strata Corporation and Strata Council accept no risk or responsibility for the use of the fitness area or gym equipment.
- 45.2 Use of the fitness area is for authorized residents of Telus Garden Residences and a maximum of one (1) guest only. Guests of authorized residents using the fitness area, including any gym equipment, must be accompanied by the resident. Users of the fitness area, including all gym equipment, must fully comply with all Rules.
- 45.3 Children under the age of 12 years of age may not use the gym equipment. Children between the age of 12 years and 16 years may only use the gym equipment if accompanied and supervised by a person over 19 years of age.
- 45.4 Unless otherwise posted, the fitness area hours are 4:00 a.m. to 12:00 a.m., seven (7) days per week. All occupiers must leave the fitness area by 12:00 a.m.
- 45.5 All users of the fitness area, including the gym equipment, must reasonably share the fitness area and gym equipment, and otherwise not use the gym equipment for extended periods of time when others are waiting. When others are waiting, gym equipment must only be used to a maximum of 30 minutes.
- 45.6 Appropriate closed athletic footwear is required while using the gym equipment. Sandals, flip-flops, bare feet, or socks without footwear are not permitted while using the gym equipment.
- 45.7 All users of the fitness area or the gym equipment are advised to first consult with his or her physician prior to participating in any exercise program, training, physical activity, or use of the gym equipment.
- 45.8 No food or beverages are permitted in the fitness area, except for non-alcoholic beverages contained only in spill-proof, non-breakable containers. Any spills must be immediately cleaned up.
- 45.9 No stereos or other amplification devices are permitted in the fitness area. Personal audio devices may be used instead.
- 45.10 No animals are allowed in the fitness area, except for certified assistance animals.
- 45.11 After each use of any piece of gym equipment, the user must fully wipe clean the gym equipment used and return the gym equipment to its original area as appropriate.
- 45.12 No gym equipment may be removed from the fitness area.

- 45.13 No smoking is permitted in the fitness area.
- 45.14 Any user found in contravention of these rules is subject to a fine and/or may be prohibited from using the fitness area. Anyone in found breach of the Fitness Area Rules should be reported in writing to the Property Management Company.
- 45.15 Loud / extended phone conversations are not permitted in the gym. Please step outside to take your calls.
- 45.16 Damaged equipment or equipment not working properly must be immediately reported to the Concierge Tel# 604-685-4598 or the Property Management Company Tel# 604-431-1800.

Pool and Hot Tub

- 46.1 The pool, hot tub and sauna are open dawn to dusk or as otherwise posted in the pool area.
- 46.2 Street shoes are not permitted on the pool deck. Proper foot wear and cover-ups shall be worn in the pool area.
- 46.3 Proper bathing attire is required in the pool, hot tub and sauna. Cut-offs, shorts, t-shirts and other clothing are not permitted in the pool, hot tub and sauna.
- 46.4 Persons under the age of sixteen years are not permitted in the pool area unless accompanied by an adult over the age of 19. Children in diapers must wear appropriate pool diapers such as swimmers. Disposable diapers are not permitted. Children in diapers or under seven years of age are not permitted in the hot tub.
- 46.5 All swimmers with long hair (shoulder length or longer) must wear bathing caps or have their hair tightly braided or tied while in the pool or hot tub.
- 46.6 Persons must shower immediately prior to entering the pool and hot tub.
- 46.7 Personal soaps, shampoos, body oils and lotions are prohibited in the pool and in the hot tub.
- 46.8 Diving in the pool is prohibited.
- 46.9 No person will push, run or behave in a boisterous or belligerent manner in the pool area.
- 46.10 No person will use inflatable objects such as air mattress, beach balls, pool toys or use the life saving equipment other than in an emergency. Protective goggles and swimming aids (i.e.: life jackets) are acceptable.
- 46.11 No audible radios or other audio-visual equipment are permitted in the pool area.

- 46.12 No baby strollers or other similar items are permitted in the pool area.
- 46.13 Food and alcoholic beverages are prohibited. Non-alcoholic beverages are permitted, but must be in non-breakable plastic containers in the pool area.
- 46.14 In compliance with the *Provincial Health Act*, no person shall enter the pool, hot tub or sauna who:
- i. is intoxicated by drugs, alcohol or otherwise,
 - ii. has not had a cleaning shower,
 - iii. is obviously ill,
 - iv. has open wounds or sores,
 - v. is wearing a bandage,
 - vi. has sore or infected eyes,
 - vii. has discharging ears and nose, or
- 46.15 No Smoking is permitted in the pool area.
- 46.16 Spills must be immediately cleaned up and no garbage is to be left in the pool area.
- 46.17 Any failure to comply may result in fines being levied and future fob access to all building amenities (including pool and gym) being terminated.
- 46.18 No pets are permitted in the pool and hot tub areas.

Barbecue Area

- 47.1 Walk-in use of the BBQ is available seven (7) days a week from dawn until dusk. Please collect keys and instructions from concierge.
- 47.2 The BBQ area is available on a "first come" basis.
- 47.3 The BBQ area capacity is 30 persons.
- 47.4 For large groups, use of the BBQ area must be booked in advance, forms available at concierge.
- 47.5 A strata lot Owner whose fees are maintained in good standing may reserve the BBQ area for private, non-commercial functions. Only Strata Lot Owners may book the amenity.
- 47.6 There is a \$50 fee for the exclusive use of the BBQ area or such other fee as may be approved by Council. The Strata Lot Owner must provide a refundable damage deposit of \$250 by cheque at the time of booking.
- 47.7 The maximum time allowed for a scheduled event is three (3) hours, which includes clean-up time.

- 47.8 An Owner who rents the BBQ area is responsible for the conduct of their guests. Inappropriate behaviour will not be tolerated.
- 47.9 Owners must be present at all times with their guests during bookings.
- 47.10 Decorations may not be stapled, tacked or pinned to the walls of the BBQ area.
- 47.11 The BBQ area will be inspected by the concierge prior to and immediately after the function to determine loss and / or damage to the premises beyond normal wear and tear.
- 47.12 Owners who use the BBQ area are liable for any theft and / or damage to the BBQ area.
- 47.13 Alcohol and Smoking is not permitted anywhere in all common areas.
- 47.14 Glass is not permitted on the pool, patio, or BBQ area, under any circumstances. (No bottles, glasses, plates, etc.)
- 47.15 Residents are responsible for cleaning the BBQ after each use and disposing of all garbage at P1.
- 47.16 No pets are allowed.
- 47.17 Any requests or suggestions by security during the time of the rental will be immediately followed. Failure to comply will result in loss of privilege to use the amenity.

Loading Zone Parking

- 48.1 Three hour visitor parking is permitted on a first come first serve basis for three vehicles in the P3 loading zone where visitor parking signs are installed.
- 48.2 A resident who has a visitor who wishes to use the spots must report to the concierge and exchange an ID for a Parking Pass.
- 48.3 These spots are for guests only, not residents or contractors.
- 48.4 Towing will occur for all vehicles parked without concierge authorization, or for any violation of rules, including any vehicle parked for longer than 3 hours.

Bike Storage

- 49.1 No bikes are permitted in the elevators or lobbies. All bikes must be stored in the bike rooms.

Amenity Room

- 50.1 Walk-in use of the Amenity Room is available seven (7) days a week. Please collect keys and instructions from concierge.
- 50.2 The Amenity Room is available on a "first come" basis.
- 50.3 The Amenity Room capacity is 30 persons.
- 50.4 A strata lot Owner whose fees are maintained in good standing may reserve the Amenity Room for private, non-commercial functions. Only Strata Lot Owners may book the amenity.
- 50.5 There is a \$50 fee for the exclusive use of the Amenity Room or such other fee as may be approved by Council. The Strata Lot Owner must provide a refundable damage deposit of \$250 by cheque at the time of booking.
- 50.6 Amenity Room Cancellation. A full refund of the amenity room booking will be returned if 48 hours cancellation notice is provided.
- 50.7 The maximum time allowed for a scheduled event is five (5) hours, which includes clean-up time.
- 50.8 An Owner who rents the Amenity Room is responsible for the conduct of their guests. Inappropriate behaviour will not be tolerated.
- 50.9 Owners must be present at all times with their guests during bookings.
- 50.10 Decorations may not be stapled, tacked or pinned to the walls of the Amenity Room.
- 50.11 Upon closing, the Amenity Room must be left clean, tidy, undamaged, windows and doors must be locked, lights turned out, thermostat turned down and fireplace left off.
- 50.12 The Amenity Room will be inspected by the concierge prior to and immediately after the function to determine loss and / or damage to the premises beyond normal wear and tear.
- 50.13 Owners who use the amenity are liable for any theft and / or damage to the Amenity Room.
- 50.14 Alcohol and Smoking is not permitted anywhere in all common areas.
- 50.15 No pets are allowed.
- 50.16 Any requests or suggestions by security during the time of the rental will be immediately followed. Failure to comply will result in loss of privilege to use the amenity.

50.17 The Amenity Room hours are Sunday to Thursday 9 a.m. to 10 p.m. and Friday / Saturday from 9 a.m. until Midnight (including holidays).

BE IT RESOLVED, the owners, Strata Plan EPS 3242, TELUS Garden Residences do hereby authorize the approval of new Bylaws 44.12, as follows:

44.12 The cost for replacement of a remote is \$150. The cost for replacement of a fob / tag is \$75 or such other fee as may be determined by Council. There are no refunds available for returned remotes or fobs.

Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, Strata Plan EPS 3242 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on October 23, 2017:

See attached.

 C. Shawn Thomas

.....
Signature and Name (please print) of Council Member

 Trevor Kramer

.....
Signature and Name (please print) of Second Council Member
(not required if council consists of only one member)

TELUS garden

R E S I D E N C E S

EPS 3242 Bylaws

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

Payment of strata fees

- 1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 1.2 Where an owner fails to pay strata fees in accordance with bylaw 1.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the day it is paid.
- 1.3 An owner must provide the strata corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for the fiscal year of the strata corporation, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit from the owner's bank account.
- 1.4 Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with bylaw 1.3 is a contravention of bylaw 1.1 and the a strata corporation will levy a fine of \$200.00 for each contravention. Each dishonoured cheque or dishonoured automatic debit will be subject to a fine of up to \$200.00 and an administration charge of \$47.00.
- 1.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 1.6 Failure to pay a special levy on the due date will result in a fine of up to \$200.00 for each contravention of bylaw 1.5.
- 1.7 Where an owner fails to pay a special levy in accordance with bylaw 1.5, outstanding special levies, or unpaid portions thereof, will be subject to an interest charge of 10% per annum, compounded annually, and calculated on a monthly basis, commencing from the date the payment was due and continuing until the day it is paid.
- 1.8 The strata council may take legal action, as it deems appropriate, against an owner in arrears of strata fees and/or special levies.

Repair and maintenance of property by owner

- 2.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 2.2 If an owner fails, after reasonable notice provided by the strata corporation to such owner, to maintain and repair such limited common property as required, the strata corporation may undertake such maintenance of affect such repairs, as applicable, at the sole cost of the owner.
- 2.3 An owner must only permit licensed and qualified plumbers, electricians and other trades approved by the strata council to carry out electrical, plumbing or other work in a strata lot.

- 2.4 An owner must ensure that any maintenance or alteration in a strata lot to the building security system or the fire sprinkler system will be carried out by the company retained by the strata corporation to maintain the security and/or fire system.

Use of property

- 3.1 An owner, tenant, occupant of a strata lot or any of their visitors or guests must not;
- (a) use a strata lot, the common property, any limited common property or any other common assets for any purpose which is illegal, injurious to the reputation of the building, causes a hazard to any other person, is contrary to the uses permitted under applicable zoning bylaws and regulations or which is contrary to the purpose for which the strata lot, the common property or the limited common property are intended to be used as shown expressly or by necessary implication on or by the strata plan;
 - (b) make undue noise in or about, or use or permit the use of the strata lot, common property or limited common property in a manner which would create undue noise, emit odours, create a nuisance or offend the moral standards of the community within which the strata lot is located, or which would disrupt the owner, tenant or occupant of any of the strata lots, or any of their visitors or guests;
 - (c) alter, supplement or remove the window coverings originally installed in the strata lot except, if necessary due to damage or wear, to replace them with substantially similar window coverings in the same colour and style;
 - (d) place on the balcony of the strata lot bicycles, motorcycles, boxes, machinery, equipment, or in any way use such balcony as a storage area;
 - (e) hang or drape on the balcony of the strata lot laundry, clothing, rugs, towels, curtains or wall hangings;
 - (f) install or place on the balcony of the strata lot satellite dishes, antennae, transmitters, transponders, receivers or other telecommunications equipment;
 - (g) enclose (partially or fully), modify or add to the balcony of the strata lot, and without limitation, not to install or place plastic, glass or other material on the balcony to block wind or sun or for any other purpose;
 - (h) erect, place, keep or display signs, billboards, advertising matter or any other notice or display of any kind on the common property (other than "for sale" signs which may be placed in an area of the common property designated by the strata council from time to time), limited common property or in any strata lot in any manner which may be visible from the outside of the strata lot, provided that the name of any owner, tenant or occupant will be included in the index for the enterphone system and may be displayed in the concierge desk computer to be located within the lobby of the building;
 - (i) use, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to use, a barbeque, hibachi or other like cooking device on a balcony, deck or patio unless such barbeque, hibachi or cooking device is powered by natural gas, propane or electricity and such natural gas, propane or electricity powered barbeques, hibachis and other light cooking devices will not be used except in accordance with rules and regulations made by the strata corporation from time to time;

- (j) use or allow the strata lot, the common property and the limited common property to be used in any manner which is contrary to the rules of the strata corporation from time to time;
 - (k) deposit household refuse or garbage on or about the common property or limited common property except in places designated by the strata council from time to time; any materials other than ordinary household refuse and garbage, shall be disposed of either by or at the expense of the owner; and
 - (l) move or permit to be moved furniture or furnishings in or out of the building except in accordance with the rules passed by the strata council from time to time; under no circumstances will any owner, tenant or occupant of a strata lot use, or permit to be used, the lobby of the building for moving of furniture or furnishings, except during the hours, and on such conditions and subject to such fees as may be imposed by the strata council from time to time.
- 3.2 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 bylaws or insure under section 149 of the Act.
- 3.3 An owner shall indemnify and save harmless the strata corporation from expense, including insurance deductibles, of any maintenance, repair or replacement rendered necessary to the common property or to any strata lot resulting from an owner's willful act or negligence or that of any tenant or occupant of a strata lot or any visitors, customers, clients, employees or contractors of an owner, tenant or occupant, but only to the extent that such expense is not recovered from proceeds of insurance carried by the strata.

Pets and animals

- 4.1
- a) No resident shall contravene applicable City of Vancouver bylaws (animals, noise, etc.).
 - b) Throughout this bylaw, every resident shall be responsible in all respects for not only their pet(s) but also for the pet(s) of their guests.
 - c) The terms "cat" and "dog" and "aggressive dog" shall be as defined in the City of Vancouver bylaws.
 - d) The term "wild or exotic animal" shall be as defined in the City of Vancouver bylaws.
 - e) Pets are defined as domesticated animals kept for pleasure rather than utility. Registered assistance animals are permitted regardless of other restrictions in these bylaws.
- 4.2 No resident shall keep any animals, livestock, fowl, reptiles or other pets in his or her strata lot other than:
- a) a reasonable number of fish or other small aquarium animals;
 - b) up to two small caged mammals;
 - c) up to 2 caged birds;
 - d) 2 dogs or 2 cats, or a combination of both, but no more than 2 in total.
- 4.3 No resident shall keep an "aggressive dog" or a "wild or exotic animal" in or around the building as defined by the City of Vancouver.

- 4.4 Every resident is responsible for control of their pet(s) and is liable for all costs incurred to correct any damage caused by their pet(s).
- 4.5 No resident shall permit his/her pet(s) on the common property without the animal being leashed.
- 4.6 No resident shall permit his/her pet(s) to urinate or defecate on the common property and, if such pet(s) should happen to urinate or defecate on the common property, the resident is responsible for the satisfactory and sanitary cleanup of the mess and disposal of the waste.
- 4.7 A resident, who keeps an animal which in the opinion of the strata council proves to be a nuisance, whether in the strata lot or on common property or which is an unauthorized pet, will be required, upon written notice, to immediately remove the animal permanently from the premises.
- 4.8 No resident shall permit his/her pet(s) to interfere with any other person, pet or object, or permit his/her pet(s) to disturb any other resident with uncontrolled barking or howling.
- 4.9 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 event of any conflict between these bylaws and any such rule, the provisions of these bylaws will prevail.
- 4.10 A pet owner that is in contravention of any of the bylaws 4.1 through 4.9 may be fined up to \$200.00 for each contravention, and the fine may be imposed every seven (7) days for a continuing violation. The pet owner will be liable for all costs including legal costs incurred by the strata corporation in remedying a pet bylaw violation.

Exterior/Interior Appearance and Cleanliness

- 5.1 A resident shall not allow his/her strata lot to become untidy, unsanitary or a source of odour. Rubbish, dust, garbage, packing cases, or the like shall not be thrown, piled or stored on common property or on limited common property. The strata council shall be at liberty to remove the rubbish and clean up the common property or limited common property and charge the expense to the owner.
- 5.2 A resident must ensure that ordinary household refuse and garbage is securely wrapped in leak-proof bags and placed in the containers provided for that purpose in the garbage room.
- 5.3 Recyclable material is to be deposited in the designated bins as explained on the signs above the bins, which are provided on common property by approval of the strata council. Cardboard and flattened cardboard boxes are to be placed in the bin designated for this purpose, not in the garbage bins.

Inform strata corporation

- 6.1 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.
- 6.2 On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

Obtain approval before altering a strata lot

- 7.1 An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:

- (a) the structure of a building;
- (b) the exterior of a building;
- (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
- (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
- (e) fences, railings or similar structures that enclose a patio, balcony or yard;
- (f) common property located within the boundaries of a strata lot;
- (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

7.2 The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration. Notwithstanding the foregoing, and without limiting the strata corporation's right to withhold its approval for alterations to the strata lot or the common property, an owner wishing to conduct structural alterations or renovations to a strata lot must provide to the strata corporation, in connection with its application for approval, an engineering report which satisfies the strata corporation that any drilling into a concrete slab will not impair the structural integrity of the slab, and that no work will interfere with embedded cables, power or mechanical systems.

7.3 This section does not apply to a strata lot in a bare land strata plan.

Renovations/alterations

- 8.1 An owner must give two working days' prior notice to the concierge of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or unbonded tradespersons will result in the levy of fines.
- 8.2 A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
- 8.3 An owner must ensure that the delivery of any construction materials is, wherever possible, through the parking entrance. Items are never permitted through the lobby. If an elevator is needed, the owner must ensure that the elevator is protected with proper wall pads, and that the floor coverings and corridors are properly protected.
- 8.4 A resident is responsible to ensure:
 - (a) drop cloths are installed and removed daily between the elevator and the strata lot as well as between other doors to protect common areas from any tracking, spillage or dripping; and
 - (b) stairs, lobbies and paths in the areas through which construction materials are brought in and debris removed are regularly cleaned (and vacuumed at the request of the council) and the residential corridor vacuumed daily.
- 8.5 An owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m. Saturdays. No renovations can occur on Sundays or Statutory Holidays.

- 8.6 For any moving in of construction materials or removal of construction debris, the strata corporation reserves the right to request a refundable damage deposit not exceeding \$500.00.
- 8.7 When moving materials or debris through the parking entrance, the owner shall arrange to monitor the entrance to ensure unauthorized persons do not enter.
- 8.8 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained.
- 8.9 An owner must complete and return an Assumption of Liability Agreement and provide proof of home owner insurance.
- 8.10 An owner in contravention any of bylaws 8.1 to 8.9 may be subject to a fine of up to \$200.00 for each contravention, as well as be responsible for any clean up or repair costs.

Obtain approval before altering common property

- 9.1 An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- 9.2 The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

Permit entry to strata lot

- 10.1 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 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act; for purposes of clarity, the rights granted to the strata corporation under this bylaws shall include the right to use any balconies, decks or patios that have been designated as limited common property as a staging area for window washers and window washing equipment or for landscapers or greenery maintenance staff or to otherwise use such limited common property as may be necessary to properly operate all window washing equipment or landscaping equipment as the case may be.
- 10.2 The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- 10.3 The strata corporation must ensure that all work or repairs carried out on its behalf will be completed in a workmanlike manner and that any damage to the strata lot is made good and that the strata lot is left clean and free from debris at the conclusion of such work or repairs.

Division 2 — Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

- 11 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 that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 — Council

Council size

- 12.1 Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- 12.2 If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

Council members' terms

- 13.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 13.2 A person whose term as council member is ending is eligible for reelection.

Council eligibility

- 14 The only persons who may be council members are the following:

- (a) owners;
- (b) individuals representing corporate owners;
- (c) tenants who, under section 147 or 148 of the Act, have been assigned a landlord's right to stand for council.

(Note: 14.1 (a), (b), and (c) are required under section 28 of the Act and are included here for information purposes.)

Removing council member

- 15.1 Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- 15.2 After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

- 16.1 If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 16.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 16.3 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.
- 16.4 If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Council meetings

- 17.1 The council may meet for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.
- 17.2 At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- 17.3 Whether council members attend council meetings in person or by electronic means, council members cannot appoint proxies or personal representatives to act on their behalf at such council meetings.
- 17.4 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 17.5 No observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;

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

17.6 Any owner wishing to discuss an item at a council meeting must submit the item in writing to the Strata Manager one week in advance of the meeting.

17.7 All correspondence addressed to council must be forwarded to the management company at least one week prior to the scheduled council meeting, Any correspondence received after that date, unless of an emergency nature will be held for the subsequent meeting.

Officers

18.1 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.

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

18.3 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.

18.4 If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

19.1 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.

19.2 The notice does not have to be in writing.

19.3 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.

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

Quorum of council

20.1 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.

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

Voting at council meetings

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

Council to inform owners of minutes

22. The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

- 23.1 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.
- 23.2 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).
- 23.3 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.
- 23.4 The council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

24.1 A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

- 24.2 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.
- 24.3 Notwithstanding Section 98(2) of the Act, the maximum expenditure which may be made pursuant to Section 98 of the Act is \$2,500 or 5% of the total contribution to the operating fund for the current year, whichever is less.

Limitation on liability of council member

- 25.1 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.
- 25.2 Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 — Enforcement of Bylaws and Rules

Enforcement of Bylaws and Rules

Fines

26. Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine a resident:
- (a) up to \$200.00 for each contravention of a bylaw, and
 - (b) up to \$50.00 for each contravention of a rule.

The council may, if it determines in its discretion that a resident is in contravention of any bylaws or rules of the strata corporation, levy fines and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.

Continuing contravention

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

Division 5 — Annual and Special General Meetings

Person to chair meeting

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

Participation by other than eligible voters

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

Voting

- 30.1 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 30.2 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.
- 30.3 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.
- 30.4 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.
- 30.5 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.
- 30.6 If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- 30.7 Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of business

- 31. The order of business at annual and special general meetings is as follows:
 - (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last annual or special general meeting;
 - (g) deal with unfinished business;
 - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
 - (i) ratify any new rules made by the strata corporation under section 125 of the Act;

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

General Meeting Quorum Bylaw

32. If within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the meeting stands adjourned for a further 15 minutes on the same day and at the same place. If within a further 15 minutes from the time of the adjournment a quorum is not present, the eligible voters present, in person or by proxy, constitute a quorum.

This bylaw is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act (special general meeting called by voters), and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

Electronic attendance at meetings

33. No electronic attendance at General Meetings is permitted.

Division 6 — Voluntary Dispute Resolution

Voluntary dispute resolution

- 34.1 A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- 34.2 A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- 34.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 — Marketing Activities by Owner Developer

Display lot

- 35.1 An owner developer who has any unsold strata lots may carry on sales functions on the common property that relate to the sale of such strata lots, including without limitation, the right to post signs on the common property in relation thereto.
- 35.2 An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

Division 8 — Leasing of Strata Lots

- 36.1 A resident, owner or occupant must not use or allow a strata lot to be advertised, promoted, used, occupied or licensed for use as (a) a vacation or travel accommodation, including but not limited to, as a hotel room, bed and breakfast, home stay, AirBnB for any period of time, or (b) any other short term rental less than thirty (30) days. Compliance with the City of Vancouver bylaws is required.
- 36.2 The Strata Corporation shall take all necessary steps to terminate any arrangement that contravenes bylaw 36.1, including, but not limited to, seeking a declaration or court injunction to enforce the bylaw. Any legal costs or expenses incurred by the strata corporation in enforcing these Bylaws shall be the responsibility of the contravening owner and shall be recoverable from the owner on a solicitor and own client basis by the Strata Corporation.
- 36.3 Before renting to a prospective tenant, an owner must comply with s. 146 of the Act by giving the prospective tenant:
 - (a) the current bylaws and rules of the strata corporation (copies of the current bylaws and rules may be obtained from the strata corporation for the fees prescribed under the Strata Property Act and the Regulations); and
 - (b) a Notice of Tenant's responsibilities in Form K.
- 36.4 Within two weeks of renting a strata lot, the owner must:
 - (a) give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant; and
 - (b) pay the strata corporation the moving fee.
- 36.5 An owner who leases a strata lot in contravention of Bylaw 36.1 may be subject to a fine not to exceed \$500 for each 7 day period, or portion thereof, that the strata lot is rented in contravention of this bylaw.
- 36.6 The strata corporation may take all necessary steps to terminate a lease or tenancy that contravenes this bylaw including, but not limited to, seeking a declaration or court injunction to enforce the bylaw. Any legal costs or expenses incurred by the strata corporation in enforcing any part of the rental restriction bylaws shall be the responsibility of the contravening owner and shall be recoverable from the owner on a solicitor and own client basis by the strata corporation.
- 36.7 The \$300 move in fee applies any time there is a change of tenants for a strata lot, including furnished strata lots.
- 36.8 An owner or tenant must not enter into or approve a sub-lease or assignment of the tenancy.

Moving

- 37.1 All moves in and out of the building must comply with these bylaws.
- 37.2 An appointment for a moving in or out time must be made in advance with the concierge. All moves require advance approval from the concierge.
- 37.3 Every owner, tenant or occupant moving into or out of the building must complete an Owner Information Form and provide the fully completed form to the concierge before a move may be approved.
- 37.4 Before any move will be approved, the following must be paid to the Strata Corporation:
- (a) a non-refundable fee of \$300.00 (the "Move Fee") that also applies to furnished rentals; and
 - (b) a refundable fee of \$200, as security against any damage caused during a move (the "Security").
- 37.5 A minimum of 48 hours' notice must be given to the concierge, prior to any move being permitted.
- 37.6 All move ins and outs are only allowed between the hours of 9:00 a.m. and 6:00 p.m., with no move starting later than 5:00 p.m. All moves must be entirely finished by 6:00 p.m.
- 37.7 Any person moving in or out must ensure that all common areas of the building are left without damage and as clean as when the move commenced.
- 37.8 An owner is be responsible for any tenant or occupant of the owner's unit moving in or out of the building, including being responsible for any damage to common property that occurs during a move.
- 37.9 The concierge and the moving party will undertake a before and after inspection of the common areas through which the moving will take place. Following completion of the move, an inspection of those common areas will be undertaken to confirm no damage has occurred, and that the areas are as clean as before the move. Any damage or lack of cleanliness resulting from a move will be assessed by the concierge or other authorized building representative. The cost of repairing any damage or undertaking any required cleanup will be deducted from the Security. Any costs incurred in excess of the Security will be charged to the Strata Lot's account.
- 37.10 The concierge will lock out an elevator for an approved move. Elevator pads must be installed in advance to protect the elevator when moving any furniture.
- 37.11 No items shall be moved through, stored or placed in the lobby during a move.
- 37.12 During the move, all parkade doors must remain closed and locked when unattended. All doors, including elevator doors, must not be blocked or jammed to remain open.
- 37.13 The concierge must receive the following before any move is approved (no exceptions will be made):
- (a) A complete Owner Information Sheet;
 - (b) A copy of a complete Form K if the new resident is a tenant;

- (c) A signed receipt indicating that the person moving has received and reviewed the Bylaws and Rules of the Strata Corporation,
- (d) The Move Fee; and
- (e) The Security deposit.

37.14 Any breach of these bylaws may result in a fine being imposed against the Strata Lot owner. The Strata Lot owner is responsible to ensure that all moves involving his or her Strata Lot comply with these rules.

Division 9 — Name of Development

Name of Development

38.1 The Strata Corporation shall not:

- (a) refer to or name the Development any name other than "TELUS Garden", provide that this prohibition shall remain in place only so long as any TELUS Entity or its Affiliates is leasing any premises or carrying business on lands legally described as PID: 028-779-576, Lot A, Block 54, District Lot 541, Group 1, New Westminster District, Plan BCP50274; or
- (b) except for the use of the name "TELUS Garden" in regard to the identification of the Development, use any corporate name, trade name, logo or trademark of any TELUS Entity or any Affiliate of any TELUS Entity (the "TELUS Trademarks"), on any marketing, advertising or other publicly available information or media of any sort or format; or
- (c) except as may be prohibited or required by applicable laws, permit any portion of the common property to be used for the purposes of promotion or advertising by, for, or on behalf of any Competitor including, without limitation, within any elevators or by way of any projection systems or video screens.

This Bylaw 38 may not be amended or removed so long as any TELUS Entity is leasing any premises or carrying on any business on the lands legally described as PID: 028-779-576, Lot A, Block 54, District Lot 541, Group 1, New Westminster District, Plan BCP50274.

In this Bylaw 38, except as otherwise expressly provided or the context may otherwise require:

"Affiliate" means an affiliated body corporate of TELUS Corporation as defined in the *Canada Business Corporations Act*, as well as any partnership or other unincorporated Person in which TELUS Corporation or any of its affiliated bodies corporate (as so defined) has a direct or indirect controlling interest; and

"Competitive Business" means (i) a telecommunications business; television or video broadcasting business; voice, audio, visual or data transmission, distribution or receiving business (including, without limitation, by means of cable, wire or wireless modes); cable, internet or cellular services business; or call centre business, in each case of the nature or type similar to or competitive with a material business carried on at such time by a TELUS Entity; or (ii) any similar business conducted under or identified by a name associated with a business identified in subparagraph (i) above; provided, however, for greater certainty, "Competitive Business" shall not include the business conducted by an insurance company; bank, trust company or other financial services company; real estate company; law firm, accounting firm or other professional services firm, marketing or advertising company; or government or governmental agency offices;

"Competitor" means any Person conducting a Competitive Business;

"Person" means any person, firm, partnership, corporation, association or other legal entity, or any group or combination of persons, firms, partnerships, corporations, associations or other legal entities; and

"TELUS Entity" means TELUS Corporation or any of its Affiliates (or any of their successors) during such period as any such entity remains an Affiliate."

Division 10 — Non-Residential Strata Lot Use and Use Restrictions

39. Notwithstanding anything contained in these bylaws to the contrary, subject to Bylaw 34, no bylaw, rule or regulation of the strata corporation shall prohibit, prevent or impair the owner of a non-residential strata lot, being Strata Lots 1,2,3 and 4, from:
- (a) fully utilizing a non-residential strata lot for commercial purposes in accordance with the applicable governmental zoning or other applicable governmental bylaws and rules and regulations in effect from time to time, and without limiting the generality of the foregoing:
 - (1) the strata corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the owner of a non-residential strata lot from fully utilizing a non-residential strata lot for commercial purpose as may be permitted pursuant to the applicable governmental zoning or other applicable governmental bylaws and rules and regulations in effect from time to time, provided that the activity carried on in a non-residential strata lot is not a breach of any such bylaws, rules or regulations;
 - (2) the strata corporation will not pass any bylaws or rules which restrict the hours of operation of any business carried on within a non-residential strata lot: and
 - (3) the strata corporation will not pass any bylaws or rules which prohibit, prevent or impair the ability of any owner or occupant of a non-residential strata lot from leasing, subleasing, granting a license, entering into any lease, sublease, or license arrangement with respect to the use of a non-residential strata lot; and
40. No non-residential strata lot shall be used for the purpose of operating an office, clinic or business for the provision of medical, dental, massage or veterinary services.

Authorization to proceed

- 41.1 The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or other person, 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 bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's or other person's act, omission, negligence or carelessness, or by that of the owner's or other person's visitors, occupants, guests, employees, agents, tenants or a member of the owner's or other person's family.
- 41.2 The strata corporation may proceed under the Civil Resolution Tribunal Act without further authorization by the owners for any relief that is within the jurisdiction of the Civil Resolution Tribunal.

Hazards

- 42.1 Nothing shall be brought into or stored on a strata lot, in a storage locker or on the common property which will in any way, in the opinion of the strata council, constitute a hazard to people or property, increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance coverage held by the strata corporation, or which will invalidate any part of any insurance policy held by the strata corporation.
- 42.2 No material substances, especially, but not limited to, burning material such as cigarettes or matches shall be thrown out or permitted to fall from any window, door, balcony, roof terrace or other part of a strata lot or common property. This includes wash water, plant watering, and snow off balconies and roof terraces.
- 42.3 Water-beds are not permitted.
- 42.4 Natural or "live" Christmas trees are not permitted. Artificial Christmas trees are permitted.
- 42.5 Processing of food or drinks in locker rooms is prohibited, including self-brews Council, upon 48 hours' notice, may require a resident to open his/her locker for inspection to ensure compliance with this bylaw.

Parking

- 43.1 Only vehicles with a current license and/or liability insurance in force shall be allowed in the parking areas. Others are subject to being towed away at the vehicle owner's expense.
- 43.2 Unlicensed vehicles in the secured parkade shall not be permitted unless displaying proof of current storage insurance. A copy of the proof of current liability insurance is to be forwarded to the strata management company at the commencement of the storage period.
- 43.3 Unlicensed vehicles are not permitted to park in the visitors' parking and will be towed away at the vehicle owner's expense.
- 43.4 Residents and residents' guests shall park their vehicle(s) only in places assigned or rented to them.
- 43.5 Visitors' vehicles dripping oil or other liquids are to be advised by note on the vehicle and to the resident being visited that parking privilege is revoked until such leak is repaired. This could also result in the vehicle being immediately removed at the vehicle owner's expense. The cost of cleaning up the spill may be assessed on the resident.
- 43.6 No one shall park, or leave unattended, or cause to be parked or left unattended, any vehicle in such a position that it interferes or infringes upon other parking spaces, roadways, driveways, ramps, access lanes or no-parking zones.
- 43.7 No smoking is allowed in the parking areas, including inside a vehicle.
- 43.8 A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds), or work on any vehicles involving any automotive fluids or paints, motor tune-ups or mechanical repairs. Excessive engine running is prohibited.
- 43.9 Assigned parking stalls shall not be used for storage other than a motor vehicle or bicycles.

- 43.10 A resident must not park or store any vehicle that drips oil, gasoline or other fluids. A resident must remove any dripped oil, gasoline or other automotive residue.
- 43.11 A resident is responsible to keep his/her assigned parking stall clean.
- 43.12 All garage areas are common property and shall not be altered or defaced in any manner.
- 43.13 If an unauthorized vehicle is parked in an assigned resident's stall, the caretaker, building manager or a member of the strata council may have the vehicle removed.
- 43.14 The strata corporation may, through the concierge, have removed, at the vehicle owner's expense, an unauthorized or improperly identified vehicle from the visitor parking areas or other common areas not assigned to residents.
- 43.15 An owner must not sell, lease or loan a parking stall to any person other than a resident of the building, nor permit a parking stall to be regularly used by anyone that is not a resident of the building.
- 43.16 Where it becomes necessary under any of these bylaws to have a vehicle towed away, the costs will be borne entirely by the owner of the vehicle or the person responsible for that vehicle.
- 43.17 While in the parkade or on the roadways of TELUS Garden all vehicles are to be driven in a safe and cautious manner, vehicle speed is not to exceed 10 km hour. Use of vehicle horns is only permitted in order to prevent a collision. Vehicles must keep to the right at all times.
- 43.18 When entering or leaving the parkade, residents must wait for the security gate to close completely to prevent access by unauthorized persons.

Security

Security of the building

- 44.1 No one shall leave open or unlocked, or block open, any outside entrance/exit door unless they are in constant supervision of that entrance/exit.
- 44.2 No one shall let another person, particularly persons claiming to be tradesmen or delivery men, into the building unless that person is known to them. This applies whether the person is calling from the entry call-up on the telephone or in person at an entrance/exit.
- 44.3 No one shall be permitted in the common areas of the building which are restricted such as the roof, boiler room, electrical rooms, mechanical rooms and locker rooms other than their own, except as allowed by strata council members or their delegates, the resident caretaker and/or the property manager.
- 44.4 Residents shall report any suspicious activity within the building, including the parking areas and the common areas around the building, to the caretaker or property manager, or directly to the police if it seems appropriate.
- 44.5 The remote entry devices provided to residents for opening of the security gate and various doors are individually coded and listed in the building computer system. In the event of the loss of a remote, the caretaker or property manager is to be advised immediately in order that it may be deactivated. If it is subsequently found, it can be reactivated. Replacement or additional remote devices are available at a cost established by the strata council.

- 44.6 A resident shall not give any keys, combinations, remote entry devices 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 resident. For security reasons, remote entry devices are not to be left in unattended vehicles.
- 44.7 Additional remote entry devices may be purchased from the concierge. The maximum number of remote control devices permitted per strata lot is four (4) unless otherwise approved by council.
- 44.8 The surveillance cameras placed throughout the building are not to be tampered with or blocked off by any means that interferes with their function.
- 44.9 The purpose of the cameras is to produce visual records of possible security breaches, bylaw violations, or illegal activities.
- 44.10 The images produced are stored electronically.
- 44.11 The stored images may be viewed by the concierge, building manager, the strata agent, council members, or police or fire officers.

These are copies of the building bylaws for Strata Corporation EPS3242. For a true copy of all registered building bylaws and amendments, please obtain the necessary records from the Land Titles Office.