
BYLAWS

STRATA PLAN BCS 1469

WESTCOTT COMMONS

2388 Western Parkway

Vancouver, B. C. V6T 2K4

(Amended February 14, 2007, BB154053)

(Amended January 24, 2008, BB0190530)

(Amended February 4, 2009, BB0921257)

Index – Bylaws

1.	Payment of strata fees	1
2.	Repair and maintenance of property by owner	1
3.	Use of property	1
4.	Inform strata corporation	3
5.	Obtain approval before altering a strata lot.....	3
6.	Obtain approval before altering common property.....	4
7.	Permit entry to strata lot.....	4
8.	Repair and maintenance of property by strata corporation.....	4
9.	Council size.....	5
10.	Council member's terms	6
11.	Removing council member	6
12.	Replacing council member	6
13.	Officers	6
14.	Calling council meetings.....	7
15.	Requisition of council hearing	7
16.	Quorum of council	8
17.	Council meetings	8
18.	Voting at council meetings	8
19.	Council to inform owners of minutes	9
20.	Delegation of Council's powers and duties	9
21.	Spending restrictions.....	9
22.	Limitation of liability of council member.....	10
23.	Maximum fine.....	10
24.	Continuing contravention.....	10
25.	Person to chair meeting.....	11
26.	Participation by other than eligible voters	11
27.	Voting	11
28.	Order of business	12
29.	Voluntary dispute resolution.....	13
30.	Display Lot.....	13
31.	Strata Fees.....	14
32.	Disturbance of Others	14
33.	Hazards	14
34.	Cleanliness	15
35.	Exterior Appearance	15
36.	Common Areas	15
37.	Parking	16
38.	Damage to Property	16
40.	Moving and Resale	17
41.	Changes to Leasehold Strata Lots.....	17
42.	Leasing Requirements.....	17
43.	Repair and Maintenance of Property by Owner	18

SCHEDULE OF STANDARD BYLAWS

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) Payment of strata fees shall be assessed interest in accordance with Section 31.(1) of these bylaws.

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

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) Is in contravention of any rule, order or bylaw of the university Endowment Lands (UEL) or the Province of BC applicable to the Leasehold Strata Lot or that will result in any unusual or objectionable odour to emanate from the Leasehold Strata Lot, or that is inconsistent with the intent of these Bylaws.
- (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.
 - (i.) An owner shall not:

- (a) Use his Leasehold Strata Lot for any purpose which may be injurious to the reputation of the building;
 - (b) make or cause to be made any structural alteration to his Leasehold Strata Lot, or paint, decorate, or add to or remove any structure from the exterior of the building or the exterior of the Leasehold Strata Lot or add to or alter the wiring, plumbing, piping, or other services on his leasehold Strata Lot, or within any bearing or party wall or the Common Property without first obtaining the written consent of the strata council; and
 - (c) install any lock on any door leading to or in the Leasehold Strata Lot without the prior written consent of the strata council.
- (3) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
 - (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) two dogs, two cats or one dog and one cat;
 - (e) The owners of pets shall be fully responsible for their behavior within the Common Property. If a pet is deemed to be a nuisance by the Strata Council, it shall be removed from the Strata Corporation within thirty (30) days. Visitors shall be informed of the rules concerning pets and residents will be responsible for clean-up or damage repair should their guests bring pets into the Common Property.
 - (f) No vicious dogs are permitted in any Leasehold Strata Lot or on any portion of the Common Property. For purposes of this By-law a vicious dog means the following:
 - (i) any dog that has killed or injured
 - (a) any person; or
 - (b) another animal while running at large; or
 - (ii) any dog that aggressively harasses or pursues another person or animal while running at large; or
 - (iii) any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting; or

- (iv) A Pit Bull Tether, American Pit Bull Tether, Pit Bull, Staffordshire Bull Tether, American Staffordshire Tether, or any dog of mixed breeding which includes any of these breeds; or any dog which as the appearance and physical characteristics predominately conforming to these standards for any of the above breeds, as established by the Canadian Kennel Club or the American Kennel Club or the United Kennel Club, as determined by a veterinarian licensed to practice in the Province of British Columbia.
- (5) An owner, tenant or occupant shall not feed nuisance birds such as pigeons, seagulls, crows, starlings and other birds from any Leasehold Strata Lot or the Common Property.

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) Any owner of a Leasehold Strata Lot who leases his lot without submitting a Form K in accordance with the *Strata Property Act* shall be liable to a fine of \$50.00 for every month or part thereof that a tenant is in occupancy of the Leasehold Strata Lot and the Form K is not submitted.

5. Obtain approval before altering a strata lot

- (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* [amendment SPAA s. 51(a)] 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) the painting of the exterior, or the attachment of sunscreens or greenhouses, or a satellite dish.
- (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.
- (3) This section does not apply to a strata lot in a bare land strata plan.

6. Obtain approval before altering common property

- (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.
- (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.

7. 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 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.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) Where the Strata Corporation is required to enter a Leasehold Strata Lot for the purpose of maintaining, repairing, or renewing pipes, wires, cables and ducts for time being existing in the Leasehold Strata Lot, which are capable of being used in connection with the enjoyment of any other Leasehold Strata Lot or the Common Property, the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner. The Strata Corporation shall make good any damage to the Leasehold Strata Lot occasioned by such works and restore the Leasehold Strata Lot to its former condition, leaving the Leasehold Strata Lot clean and free from debris.

Division 2 – Powers and Duties of Strata Corporation

8. 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 be 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 and 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* [amendment SPAA s.51(c)] 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* [amendment SPAA s.51(c)] 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

9. Council size

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

10. Council member's terms

- (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 [amendment SPAA s.51(c)].
- (2) A person whose term as council member is ending is eligible for reelection [note deletion of s. 10(3), (4) and (5) SPAA s. 51(d)].

11. Removing council member

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

12. Replacing council member

- (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws 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 2 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* [amendment SPAA S.51(e)] 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* [amendment SPAA s.51(f)] 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.

Regulation 18.1 – Definition for section 15 of the Standard Bylaws

- 18.1 For the purposes of section 15 of the Standard Bylaws, “**hearing**” means an opportunity to be heard in person at a council meeting.

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) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council’s opinion, unreasonably interfere with an individual’s privacy.

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) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

- (3) The results of all votes a council meeting must be recorded in the council meeting minutes [amendment SPAA s.51 (g)].

19. Council to inform owners of minutes

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.

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 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 bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

22. Limitation of 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.

23. Maximum fine

The strata corporation may fine an owner or tenant a maximum of

- (a) \$200 for each contravention of a bylaw, and
- (b) \$50 for each contravention of a rule.

24. Continuing contravention

- (1) 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.
- (2) The council must levy fines, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation, 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.

Division 5 – Annual and Special General Meetings

25. 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 chair 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.

26. Participation by other than eligible voters

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

27. 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 meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.

- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the Strata Corporation is entitled to register a lien against that strata lot under Section 116(1) of the *Act*.
- (9) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the Bylaws or Rules, including legal costs, for which the owner is responsible under Section 131 of the *Act*.

28. Order of business

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.

B-Quorum of Meeting

- 28.1 (1) If, within a half (1/2) hour from the time appointed for an Annual or Special General Meeting, a quorum is not present, the eligible voters (present in person or by proxy) constitute a quorum.
- (2) 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* and failure to obtain a quorum for a meeting demanded pursuant to Section 43 terminates, and does not adjourn, that meeting.

Division 6 – Voluntary Dispute Resolution

29. Voluntary dispute resolution

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

Division 7 – Marketing Activities by Owner Developer

30. Display Lot

- (1) During the time that the Owner Developer of the Strata Corporation is a first owner of any units, it shall have the right to maintain any unit or units, whether owned or leased by it, as a display unit, and to carry on sales functions it considers necessary in order to enable it to sell the units.
- (2) At the reasonable discretion of the Owner Developer, it may use the Common Property to conduct the sale or lease of Leasehold Strata Lots in the Leasehold Strata Plan up to 24 months after the date of first occupancy of any such Leasehold Strata Lot.

- (3) Signs advertising the sale, lease or open house of a Leasehold Strata Lot must be displayed on the common post supplied by the Strata Corporation and may not be displayed in the windows or on the balcony of a Leasehold Strata Lot. Notwithstanding the foregoing, marketing signs of the Owner Developer may be displayed on the Common Property and/or the limited Common Property or window of any Leasehold Strata Lot owned or leased by the Owner Developer at the reasonable discretion of the Owner Developer.

31. Strata Fees

- (1) Strata Fees are due and payable on or before the first day of each month. Strata fees not received by the 1st day of the month in which they are due are subject to a 10% per annum interest penalty compounded annually until paid.
- (2) When arrears of strata fees exceed two monthly payments a lien will be placed by the Strata Corporation on the Leasehold Strata Lot involved at the owner's expense for the total monies due, including all legal and other expenses.
- (3) A special levy is due and payable on the date or dates as noted in the Resolution authorizing the special levy and are subject to penalties and fines in accordance with Section 31.(1) and 31.(2).

32. Disturbance of Others

- (1) Mops or dusters of any kind shall not be shaken, and nothing shall be thrown out of any window, door, passage, or other parts of the Leasehold Strata Lot or the Common Property.
- (2) No barbecues other than those fueled by propane, natural gas or electricity may be used. No owner shall operate his barbecue in a manner which, in the opinion of the Strata Council, interferes with another owner's enjoyment of his Leasehold Strata Lot. All barbecues must be kept at a minimum distance of 24 inches away from the building exterior walls. Leasehold Strata Lot owners or residents are responsible for heat damage to the building envelope.
- (3) Cycling on Common Property other than the driveway is prohibited.
- (4) Carpentry or similar alterations shall be limited to the hours as allotted by UEL.
- (5) The use of noise making appliances such as vacuums, dishwasher, laundry equipment, garblers, mixing machines, etc., are prohibited between the hours of 11:00 p.m. to 7:00 a.m.
- (6) No smoking is permitted within six meters of any door, window or air intake on the common property.

33. Hazards

- (1) Fire hazards must be minimized. No item shall be brought into or stored in a Leasehold Strata Lot or the Common Property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy.
- (2) No material substances, especially burning material such as cigarettes or matches, shall be permitted to be discharged from any window, door, patio or other part of a Leasehold Strata Lot or the Common Property.

34. Cleanliness

- (1) All household refuse and recycling material shall be secured in suitable plastic bags or recycling containers. The owners will comply with the UEL's recycling program as it is implemented.
- (2) Any waste material other than ordinary household refuse and normally collected recycling materials shall be removed by the individual owner or resident of the Leasehold Strata Lot.

35. Exterior Appearance

- (1) No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the Common Property or the Leasehold Strata Lot without prior written approval of the Strata Council.
- (2) No awning, shade screen, smoke stack, satellite dish, radio or television antenna shall be hung from or attached to the exterior of the Leasehold Strata Lot, without prior written consent of the Strata Council.
- (3) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, patios, or other parts of the Leasehold Strata Lot so that they are visible from the outside.
- (4) Draperies or window coverings that are visible from the exterior of any Leasehold Strata Lot shall be cream or white in colour.
- (5) Balcony, patio and roof deck furnishings are restricted to patio furniture, barbecues and plants. For example, no laundry or other like articles shall be hung or displayed so that they are visible from the outside of the building. Balconies, patios or roof decks shall not be used for the storage of bicycles, refrigerators, freezers, storage boxes or cleaning materials.

36. Common Areas

- (1) The Strata Council shall administer all common areas and any raffles and regulations formulated by the Strata Council from time to time shall be binding upon all owners, residents and visitors.

- (2) The common facilities are for the use of residents and their invited guests only. A resident must accompany guests when using these facilities.

37. Parking

- (1) A resident shall use only the parking stall(s) obtained by way of partial assignment of Polygon parking Limited's rights under a Parking and Bicycle Storage Locker Sublease registered in the Land Title Office against title to the Common Property of the Strata Corporation. Parking stalls cannot be utilized by *any* person who is not a resident within the Strata Corporation.
- (2) No major repairs or adjustments shall be made to motor vehicles on the Common Property.
- (3) Guest parking shall be permitted only in the spaces provided. Residents and/or their guests shall not use guest parking overnight without written consent of the Strata Council.
 - (a) Visitor and Extended Stay Passes may be purchased at a cost of \$10.00 per pass through the property management company.
- (4) A maximum speed of 15 km/h shall apply within the Common Property.
- (5) Owners will be responsible for the clean up of oil spills on Common Property.
- (6) No parking is permitted except in a designated parking space, nor shall a vehicle park in a manner, which will reduce the width of an access roadway.
- (7) No vehicles exceeding 4,000 kg. G.V.W. shall be parked or brought onto the Common Property without the consent of the Strata Council, except when used in delivery to or removal from the premises.
- (8) All vehicles parked or stored in the parkade must be licensed, insured and operable.
- (9) Any vehicle, which does not comply with this Bylaw, may be removed at the owner's expense.

38. Damage to Property

An owner or resident shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on lawns or grounds so as to damage them or prevent growth.

Security

- (1) Leasehold Strata Lot owners or residents are responsible for anyone they admit onto or about the Common Property, inclusive of agents, servants, Licensees or invitees.

- (2) The Strata Council shall form a Security Committee to provide guidelines for the security of individual

40. Moving and Resale

- (1) It will be the express responsibility of the owner to ensure that all moves in or out by the owner or resident conform to the rules and regulations as established by the Strata Council from time to time.
- (2) Advertising for the resale or rental of a Leasehold Strata Lot shall only be permitted within the boundaries of the Strata Corporation on Directory Trees which shall be located, supplied and maintained by the Strata Council.
- (3) A non-refundable moving fee in the amount of \$150.00 shall be due and payable 1 week prior to any change in occupancy.
- (4) Moves shall be conducted in accordance with the Moving Rules as may be determined from time to time by the Strata Council.

41. Changes to Leasehold Strata Lots

- (1) An owner or owners may, with the prior written approval of the Strata Council, make changes to the floor finishing of their Leasehold Strata Lot from carpet to any hard surface floor finish (e.g.: tile or hardwood flooring) and the council shall give due consideration to the type and quality of the flooring and underlay in relation to the sound transmission between Leasehold Strata Lots. **Hardwood floor installations are prohibited at units above the first floor.**
- (2) An owner or occupant of a Leasehold Strata Lot with hard floor surfaces including wooden floors or tile floors must take all reasonable steps to satisfy noise complaints from residents within audible range, including without limitation:
 - (a) ensuring that no less than **eighty percent (80%)** of such hard floor surfaces, excepting only kitchens, bathrooms, laundry rooms and entry areas, are covered with area rugs or carpet unless otherwise dictated by a medical condition.

42. Leasing Requirements

- (1) An owner must:
 - (a) provide the Strata Corporation with a true and complete copy of every written tenancy agreement (as defined in the Residential Tenancy Act as amended or replaced); and
 - (b) cause the tenant to execute a Form K – Notice of Tenant's Responsibilities as provided in the Strata Property Act (British Columbia), as amended or

replaced, prior to his or her occupation of the Leasehold Strata Lot and provide the Strata Corporation with a copy thereof.

43. Repair and Maintenance of Property by Owner

- (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 to any strata lot by the owner's act, omission, negligence or carelessness or by that of any member of the owner's family or the owner's guests, employees, agents or tenants, but only to the extent that such expense is not reimbursed from the proceeds received by operating of any insurance policy. In such circumstances, and for the purposes of this Bylaw, 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 shall be charged 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 such expense was incurred, and shall become due and payable on the date of payment of the monthly assessment.