

STRATA PLAN BCS 3037

CENTREPOINT

BYLAWS

Amendments:

April 3rd, 2009 Registration # DB 0767603
December 22nd, 2009 Registration # DDI232841
February 3rd, 2011 Registration #BBI932383
April 12th, 2012 Registration #BB4041373
March 20th, 2013 Registration #CA3040020
March 3rd, 2014 Registration #CA3617214
February 17th, 2015 Registration #CA4236536
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STRATA PLAN BCS 3037 CENTREPOINT -BYLAWS

Division 1 -Duties or Owners, Tenants, Occupants and Visitors

Payment of strata fees

1. An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
2. Where an owner fails to pay strata fees in accordance with Bylaw #1, outstanding strata fees will be subject to late fines of \$100.00 per month and an interest charge of 10% per annum, compounded annually. Proper notice to be provided to the owner within 14 days of the arrears. Payment required within 1 days of said notice being received.
 - (a) Owners who are in arrears for three (3) months or more, or if the amount outstanding is greater than or equal to three (3) months maintenance fees, will have their access to all common area amenities and visitors parking privileges suspended until such time as all outstanding amounts are paid in full.
 - (b) Any payments from Owners in arrears will first be applied to any outstanding penalties or fines and then be applied to outstanding strata fees.

Repair and maintenance of property by owner

3. (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.

Use of property

4. (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 right 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.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to 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) An owner, tenant, occupant or visitor must ensure that all animals (other than cats) 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 4 caged birds;
 - (d) dogs or cats, provided that the total number of dogs and/or cats does not exceed one.

- (5) A resident must not harbour any of the following:
- (a) exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family;
 - (b) Any dog deemed "vicious" or "dangerous" by the City of Vancouver or the City of Burnaby;
 - (c) Any of the following breeds of dog:
 - i. Staffordshire Bull Terrier;
 - ii. American Pit Bull Terrier;
 - iii. Pit Bull;
 - iv. Pit Bull Terrier;
 - v. Presa Canaria;
 - vi. Italian Mastiff;
 - vii. Fila Brasileiro;
 - viii. Argentinian Dog;
 - ix. Dobennan Pinscher
 - x. Rottweiler
 - xi. Any mixed breed of the above listed dogs.
 - (d) A resident or visitor who brings a "vicious" or "dangerous" dog onto the common property or any common asset must ensure the dog is muzzled.
- (6) A resident must apply to the council for written permission to keep a pet (a "Permitted Pet") by registering the pet with the council within 30 days of the pet residing on a strata lot (or the passage of this bylaw) and by providing, in writing, the name of the Permitted Pet, breed, colour and markings, together with the name, strata lot number and telephone number of the pet owner.
- (7) Any pet not registered will be considered in violation of the Strata Corporation bylaws and the Strata Lot will be fined until it is registered. If a Strata Lot has two dogs and/or cats in it on or before April 1st, 2015 they will be grandfathered, until the departure or death of one of the dogs and/or cats. The number will remain at one, no replacement will be permitted.
- (8) A resident or visitor must not permit a loose or unleashed Permitted Pet (leashes cannot exceed six feet in length) at any time within on the common property or on land that is a common asset. A Permitted Pet found loose on common property or land that is a common asset shall be delivered to the municipal pound at the cost of the strata lot owner.
- (9) A resident must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if in the opinion of council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.
- (10) If a resident contravenes bylaw 3 (8), the owner of the strata lot will be subject to a fine of \$200.00. Notwithstanding bylaw 3 (9), a resident whose pet contravenes bylaw 3 (8) will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.
- (11) A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.
- (12) A pet owner must keep a Permitted Pet only in a strata lot, except for ingress and egress.
- (13) A strata lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had know ledge, notice or forewarning of the likelihood of such action.

- (14) A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, strata lots, common property or land that is a common asset.
- (15) Pets are not permitted on the roof top garden.
- (16) A resident who contravenes any of bylaws 3(3) to 3(8) and 3(10) to 3(14) (inclusive) will be subject to a \$200.00 fine.

Inform Strata Corporation

- 5. (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

Obtain approval before altering a strata lot

- 6. (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.
- (2) The 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.
- (4) An owner must give the council two working days' prior notice 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.
- (5) A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
- (6) An owner must ensure that the delivery of any construction materials is through the parking Lot and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings. An owner must not permit any renovations/alterations materials to be delivered through the main lobby.
- (7) A resident must be responsible to ensure drop clothes are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping and stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the council) and the residential corridor thoroughly vacuumed daily.
- (8) An owner must ensure that the hours of work are restricted to 9:00 a.m. to 5:00 p.m., Monday through Saturday, no work on Sundays and statutory holidays. To perform renovations/alterations on

statutory holidays, an owner must apply for permission in writing to the council at least five business days before the holiday date.

- (9) An owner must be in attendance for all SIGNIFICANT renovations/alterations, the determination of SIGNIFICANT shall be in the discretion of the council.
- (10) 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.
- (11) Hardwood and hard surface tile must be installed using the following specifications:
 - Underlay (sound deadening material) under the hardwood flooring must have an STC rating of > 68 and the IIC must be > 50 if “silent step” is used and the dosed self foam must be ¼ inch minimum. If cork is used, it must be 6 millimeters thick (minimum) with a STC rating of > 50. Ceramic tile must also be installed with sound deadening underlay material.
 - Council requires proof of purchase to confirm the STC and IIC ratings of the product to be used.
 - Failure of an owner to comply with this section will result in a fine of \$200.00 for each contravention. A fine may be imposed every 7 days.
- (12) A resident who has or installs in a strata lot hard surface flooring, including not exhaustively, hardwood and tile, must take all reasonable steps to satisfy noise complaints from neighbors, including without limitation, by covering no less than 60% of the hard surface flooring, (not including kitchens, bathrooms and entry areas) with area rugs or carpet and by avoiding walking with hard soled shoes.
- (13) An owner in contravention of bylaws 6.1 to 6.12 (inclusive) shall be subject to a fine of \$200.00 for each contravention, as well as be responsible for any clean up or repair costs
- (14) Contractor is responsible for removing all debris, old carpets, boards, drywall and any other type of construction material from the building.
- (15) Contractor is responsible for cleaning the hallways, stairwells and elevators of any dust, dirt, debris, etc. at the end of each working day.
- (16) Security; Owner and contractor are responsible for the security of the building at all times.
- (17) All carpeted areas between the elevator and suite must be fully covered with drop sheets or other protective covering for the duration of the work performed.
- (18) The failure of an Owner to comply with any of the construction related Bylaws will result in a fine of \$200.00 for each contravention. A fine may be imposed every seven (7) days if the contravention is not corrected.
- (19) The underlay for Hardwood and Hard Surface replacement in Strata Lots must be inspected by a representative of the Strata Corporation prior to its installation to ensure it conforms with bylaw 6(11). The Owner or their representative must make arrangements with the Strata Corporation prior to its installation for the inspection. Any Owner who installs or replaces underlay without it being inspected will be in contravention of this bylaw and will be fined \$200.00 every 7 days until the underlay is inspected and confirmed that it conforms with bylaw 6(11).

Obtain approval before altering common property

7. (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.

Permit entry to strata lot

8. (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
 - (c) In the event of an emergency emanating from a Strata Lot whose Occupant cannot be contacted; access for protection of Common Property or safety may have to be gained by force at the Occupant's expense.
 - (d) An Owner must pay the insurance deductible portion of any insurance claim filed by the Strata Corporation within sixty (60) days of the written issuance of the charge if such a claim results from damages caused to the common property, including limited common property or common assets and all items that the Strata Corporation is responsible for insuring as defined under Section 149 of the Strata Property Act by the negligence or accident of the Owner or Owner's tenant, resident, or guest.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) Owners of strata lots are required to provide access to their suites for annual in-suite fire safety inspections and repairs. The scheduled time and dates will be communicated to the Owner, occupant or tenant of the strata lot at least two (2) weeks in advance and there will be one (1) inspection attempt made. Any Owner of a strata lot who does not provide access will be required to contact the fire safety inspection company servicing the building directly and have a technician test their in-suite fire safety devices **AT THEIR OWN EXPENSE** and provide proof of inspection before the due date set by the Strata Corporation. If an Owner fails to do so, the Strata Corporation will organize the work for the missed unit and will gain access to the unit after providing at least 48 hours notice. All expenses will be charged to the Owner. Also fines may be levied pursuant to the Bylaws and Rules of the Strata Corporation.
- (4) Owners of strata lots are required to provide access to their suites for annual dryer vent cleaning (inside and outside). The scheduled time and dates will be communicated to the Owner, occupant or tenant of the strata lot at least two (2) weeks in advance. Any Owner or a strata lot who does not provide access will be required to contact the dryer vent cleaning company directly and have a technician clean the dryer vent inside their suite **AT THEIR OWN EXPENSE** and provide proof of inspection before the due date set by the Strata Corporation. If an Owner fails to do so, the Strata Corporation will organize the work for the missed unit and will gain access to the unit after providing at least 48 hours notice. All expenses will be charged to the Owner. Also fines may be levied pursuant to the Bylaws and Rules of the Strata Corporation.

Division 2 -Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

9. 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 [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

Council size

10. (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 all the council.

Council members' terms

11. (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)].

Removing council member

12. (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.

Replacing council member

13. (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 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.

Officers

14. (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.

Calling council meetings

15. (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.

Requisition of council hearing

16. (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 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.

Quorum of Council

17. (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,
 - (e) 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.

Council meetings

18. (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.

Voting at council meetings

19. (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes [amendment SPAA s.51 (g)].

Council to inform owners of minutes

20. 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

21. (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility. Spending restrictions
22. (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.

Limitation on liability of council member

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

Division 4 -Enforcement of Bylaws and Rules

Maximum Fine

24. The Strata Corporation may fine an owner or tenant up to a maximum of:
- (a) \$200.00 for a contravention of a Bylaw
 - (b) \$50.00 for a contravention of a Rule
 - (c) That fines levied as per Division 24 of the Centrepoint Bylaws and amendments thereof, and insurance deductibles assessed, as per the Bylaws, 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 the contravention or assessment.

Continuing contravention

25. If an activity or lack of activity that constitutes a contravention of a bylaw or a 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

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

Participation by other than eligible voters

27. (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.

Voting

28. (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice-president may break the tie by casting a second, deciding vote.
- (6) 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.

Order of business

29. 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;
- (i) 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.

Division 6 -Voluntary Dispute Resolution

Voluntary dispute resolution

30. (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.
- (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

Promotion

31. Notwithstanding paragraph 3(5) (d), during the time the owner-developer of the strata corporation is the owner of any strata lot, it shall have the right to;
- (a) Maintain any strata lot or strata lots owned by it as display suites and/or sales centres and to carry on any marketing and sales functions, in respect of the development and the neighboring development to be constructed on the lands and premises civically known as 4789 Kingsway, Burnaby. B.C. within such strata lots and within any area of the common property of the development;
 - (b) Erect and maintain signage in and around any unsold strata lots and on the common property of the development for the duration of the marketing program;
 - (c) Maintain display areas, landscaping, parking areas:
 - (d) use any parking assigned to any unsold Strata Lots for marketing purposes and for any other reason related to the development; and
 - (e) Have access to any and all parts of the common property and common facilities for the purpose of showing strata lots. The common property and the common facilities to prospective purchasers and their representatives,

in each case as may be reasonably determined by the owner-developer in order to email or assist it in marketing or selling any strata lot within the development and the neighboring development to be constructed on the lands and premises civically known as 4789 Kingsway, Burnaby, B.C. The owner developer shall act reasonably in exercising its rights under this section 30.

Division 8 -General

Access by Consultants

32. The owners will permit the owner-developer's building consultants, namely Morrison Hershfield, and the consultants or representatives of any warranty provider in collection with the construction of the development, to have access to the development from time to time during construction thereof and after completion of construction, for the purpose of inspecting and monitoring the building envelope and other components of the buildings comprising the development.

Noise Control

33. An owner, tenant or occupant must not use a strata lot, limited common property or common property in a way or for any purpose that causes unreasonable or undue noise and shall take all reasonable steps to satisfy noise complaints from neighbors. Without limiting the generality of this bylaw, an owner, tenant, or occupant of a strata lot shall avoid the use or operation of noisy equipment or machinery in or around the strata lot between the hours of 11:00 p.m. and 7:00 a.m.
- 33.1 Owners must provide notice, to the Strata Corporation or a schedule, at least two (2) days in advance, of any excessive noise anticipated during renovations of their strata lot.

Use of Property

34. An owner of a strata lot will not:
- (a) use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot or, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner or occupant;
 - (b) obstruct or use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to obstruct or use, the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
 - (c) 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 barbecue, hibachi or other like cooking device on a patio, balcony, terrace or roof terrace unless such barbecue, hibachi or cooking device is powered by propane or electricity and such propane or electricity powered barbecues, 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;
 - (d) shake, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to shake, any mops or dusters of any kind, nor throw, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to throw, any refuse, out of the windows or doors or from the patio, balcony, terrace or roof terrace of a strata lot;
 - (e) do, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;

- (f) leave, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to leave, on the common property or any limited common property, any shopping cart or any other item designated from time to time by the council;
- (g) allow his or her strata lot to become unsanitary or a source of odor,
- (h) install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to install, any window coverings, visible from the exterior of his or her strata lot which are different in size or color from those of the original building specifications;
- (i) hang or display, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, patios, balconies, terraces or roof terraces or other parts of the building so that they are visible from the outside of the building;
- (g) use or install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to use or install, on or about the strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council;
- (k) erect on or fasten to, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to erect on or fasten to, the strata lot. The common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto without the prior approval of the strata corporation;
- (l) place, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (m) place or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to place any indoor-outdoor carpeting on any patio, balcony, terrace or roof terrace, or place any items on any patio, balcony, terrace or roof terrace except free-standing. Self contained planter boxes, slimmer furniture and accessories nor install, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to install, any hanging plants or baskets or other hanging items within three feet of a patio, balcony, terrace or roof terrace railing line; and
- (n) give or permit any occupant of his or her strata lot to give, any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws.
- (o) No flooring or satellite dishes may be installed on decks, railings, walls, columns or other surfaces that may penetrate/damage the deck membrane and/or create potential leakage problems.
- (p) The following satellite dishes are permitted with council's permission:
 - The dish is no larger than 24" elliptical
 - It is mounted on a freestanding removable tripod type device which is NOT physically attached to the building envelope or balcony railing IN ANY WAY.
 - NO penetration of the interior or exterior walls in order to allow for power and/or transmission cable(s) is permitted.
 - NO part of the satellite dish is closer to the balcony railing than 16".
- (q) All plants and pots on balconies are required to have drip trays beneath them.

- (r) The Strata Corporation does not permit the growth of marijuana plants in any Strata Lot, common property or limited common property of the Strata Corporation.
- (s) No Hydroponic Gardening is allowed in any Strata Lot, common property or limited common property of the Strata Corporation.

Garbage and recycling disposal

- 35. An owner, tenant or occupant of a strata lot will remove ordinary household refuse, garbage and recycling from his or her strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage will be bagged and tied before so depositing and the owner, tenant or occupant will remove any materials other than ordinary household refuse, garbage and recycling at his or her expense.

Parking

- 36. (1) Each owner of a strata lot will be entitled to the exclusive use of at least one parking stall located in the underground parking facility within the development, pursuant to a partial assignment of the parking facility lease (the "Parking Facility Lease") between the developer and an entity selected by the developer, a copy of which is attached to the disclosure statement for the development. Pursuant to the Parking Facility Lease, upon the registration of the strata plan for the development, the strata corporation will automatically assume all of the covenants and obligations of the developer under the Parking Facility Lease with respect to those parking stalls within the development which are subject to the Parking Facility Lease.
 - (2) An owner, tenant or occupant of a strata lot will not:
 - (a) use any parking stall in the underground parking facility except the parking stall located which has been specifically assigned to the strata lot or, when specifically agreed with another strata lot owner, the parking stall assigned to the strata lot of that other owner;
 - (b) rent or lease the parking stall assigned to the strata lot or otherwise permit that parking stall to be regularly used by anyone that is not an owner, tenant or occupant of the building; or
 - (c) store any personal items within the parking stall assigned to the strata lot.
 - (3) An owner, tenant or occupant of any strata lot in the development will not carry out, or permit any guest, employee, agent or invitee of the owner or occupant to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property including the underground parking facility, except in the case of emergency. An owner, tenant or occupant of a strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property or limited common property as a result of any activity prohibited by these bylaws.
 - (4) An owner, tenant or occupant of a strata lot will not park any vehicle on the common property of the development or permit any guest to park any vehicle on the common property, except in those parking stalls which are designated for use by visitors of the strata lots. Only guests of the owners, tenants or occupants of the strata lots will be entitled to use the visitor parking stalls located within the underground parking facility in the development.
 - (5) An owner, tenant or occupant of a strata lot will not store any vehicle or recreational vehicle on the common property or permit any guest to do so. Notwithstanding the foregoing, an owner, tenant or occupant of a strata lot may store a boat trailer or other recreational vehicle within the parking stall assigned to such strata lot pursuant to the Parking Facility Lease. Provided that such boat trailer or other recreational vehicle fits within such parking stall without creating a danger or hazard to other users of the

underground parking facility, and provide that the owner, tenant or occupant has obtained adequate insurance in respect thereof.

- (6) All vehicles, pedestrians and bicycles must stop and wait for the parkade gate to close upon exit and entry.
- (7) No gasoline containers may be stored in a parking stall, whether it be on the ground, in a vehicle, in a boat, or a trailer.
- (8) The laminated visitor parking permits (available at the caretaker's office) may be used for visits up to **10 (ten)** days within a one-month period. Visitor parking permits can be obtained from the caretaker between the hours of 8:30am to 4:30pm. These permits must be visibly displayed on the dash of the visitor's vehicle. The visitor lot will be monitored regularly, with license plate numbers recorded. It is the responsibility of each resident to supply their visitor with a parking permit.
- (9) Visitor parking permits for periods of greater than **10 (ten)** consecutive days must be requested in writing, from the Strata Council. Based on demand, these longer-term requests may be accepted or denied. A maximum of 2 parking permits per strata lot can be displayed at any one time (excluding any long-term passes)

Move-in/ Move-out

37. (1) The strata corporation may regulate the times and manner in which any moves into or out of strata lots may be made and require that such moves be coordinated with the manager of the building at least 7 days in advance of such moves, or such lesser period as the council may, in its sole discretion, permit, provided that if an owner carries out, or permits any tenant or occupant, or any guest, employee, agent or invitee of the owner or his or her tenant or an occupant of the strata Lot, to carry out, any move into or out of his or her strata lot otherwise than in accordance with such prior arrangements made with the manager of the building, the owner will be subject to a fine of \$200, such fine to be paid on or before the due date of the next monthly assessment payable by such owner.
- (2) An owner of a strata lot must notify the strata corporation in advance of the date and time that the owner or an occupant of his or her strata lot will be moving into or out of the strata lot.
- (3) Owners are required to contact the building caretaker to arrange for a move. The caretaker will arrange to lock off the elevator, hang the protective coverings, open the second door and monitor the move.
- (4) Owners are required to give the building caretaker a minimum of one week's notice of a move. If this does not occur and an owner gives less than one week's notice, or does not give notice, the owner is subject to a \$100.00 fine as prescribed in the Bylaws.
- (5) There will be a security deposit given to the Resident Manager in the amount of \$200.00. It is refundable if no damages are done to the common area. This fee is to be paid in cash and will be used towards repairing any damage caused by the move. Any damage to the front lobby or passage ways in excess of \$200.00 will be assessed to the strata lot and/or billed to the Owner responsible.
- (6) When selling a strata lot, owners must make the new incoming owners aware of the Rule regarding Moves in and/or out rule # 3 pertaining to a \$200.00 refundable security deposit to cover damages.
- (7) The hours that the building caretaker is available for move- in's is between 9:30 a.m. and noon and 1:00 p.m. and 5:00 p.m. Monday to Friday, Saturday from 8:00 a.m. and noon and 1:00 p.m. and 5:00 p.m.
- (8) Owners are to pay due care and attention to the elevator, surrounding walls, carpets and doors when moving furniture.

- (9) Residents are directly responsible for moving personnel and/or friends/relatives who are assisting with their move. All must adhere to the Bylaws and Rules of the Strata Corporation. At no time should the front entrance doors be left unattended. Any violations may result in fines to the resident.
- (10) There will be a \$300 non-refundable move-in fee to be paid in cash only (receipt provided by the caretaker) each time a new resident moves into the building (owner or renter) that must be paid at the time of booking the elevator. There is no move-out fee.
- (11) Elevators can be reserved for up to 2 hours for the purpose of moving-in or moving-out at no charge. Beyond 2 hours the fee is \$50 per 30 minutes.
- (12) If a Resident is delivering furniture into or out of their suite, they must book the delivery with the Resident Manager with 24 hour notice to ensure that the elevator pads are installed in the elevators. The Strata Corporation may charge a \$50.00 furniture delivery fee if security is required during the delivery, as determined by the Resident Manager. Any delivery of furniture and items of that nature, exceeding one hour will result in a \$50.00 fine.
- (13) No moves are allowed between the hours of 7:00am and 9:30am weekdays.

Rentals

- 38. (1) (a) Before a tenant may move into any strata lot, the owner will deliver or cause to be delivered to the strata corporation a "Form K -Notice of Tenant's Responsibilities" in the form set out in the Act signed by the tenant. The Form K must be submitted to the Strata Corporation at the time of booking the elevator or making whatever move-in arrangements are required. A fine of \$200.00 shall be levied against the strata lot every 7 days, until the signed Form K is delivered to the strata corporation.
- (b) *Section deleted at February 22nd, 2012 Annual General Meeting.*
- (2) An owner will advise the council in writing of the time and date that any tenant intends to move in or out of the strata lot, at least seven (7) days in advance and will make arrangements with the manager of the building to co-ordinate any such move in accordance with bylaw 37.
- (3) Owners must inform the Strata Corporation of any occupant, who has taken up residency within their strata lots, who is not the registered Owner of the Strata Lot.

Selling of strata lots

- 39. An owner of a strata lot, when selling his or her strata lot, will not display or post or permit any agent to display or post "for sale" signs or other signage for the purpose of selling or marketing a strata lot on the common property or visible from the Owner's strata lot, except for a location on the common property approved by the strata council.

Pets

- 40. (1) No owner or occupant of a strata lot will permit his or her pet to urinate or defecate on the common property or on any limited common property and if any pet does urinate or defecate on the common property or on any limited common property, the Owner or occupant will immediately and completely remove all of his or her pet's waste from the common property or limited common property. as the case may be, and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation, any special cleaning is required as a result of the pet urinating or defecating, the owner or occupant will pay all costs of such special cleaning.
- (2) An owner of a strata lot whose tenant, employee, agent, invitee, guest or visitor brings an animal or pet onto the common property or any limited common property will be responsible to ensure that the tenant,

employee, agent, invitee, guest or visitor complies with all requirements of these bylaws as they relate to pets and will perform all of the duties and obligations with respect to that animal as set out in these bylaws as if the animal were one kept by the owner or occupant in his or her strata lot.

Bicycle Storage

41. Bicycles are not permitted in elevators, hallways or any other indoor common areas except the designated bike storage rooms as shown on the strata plan. No bicycles are to be kept on patios, balconies or terraces; instead they shall be stored within the bike or storage lockers. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only. An owner may request exemption to this bylaw for the purpose of bicycle transport to and from their unit. Transport must occur through the parkade, not the main entrance. The Strata Corporation may request damage and cleaning deposit as part of an exemption approval. Rules for bicycle transportation, including cleanliness of bicycle and elevator etiquette, may also be established by the Strata Council as conditions of an exemption.

Items Left on Common Property at Own Risk

42. Any owner, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy. Repair and Maintenance of Property by Owner
43. 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.

Different Strata Lot Types

44. Strata lots 219 and 222 to 226 (inclusive) will be considered a different "type" of strata lot (the "Penthouse Suites") from the balance of the strata lots (the "Remaining Strata Lots") for the purposes of allocating a portion of the natural gas costs which relate to and benefit only the Penthouse Suites. The contribution to the operating fund by the Penthouse Suites in respect of the natural gas costs will be shared by the owners of the Penthouse Suites in accordance with the unit entitlement thereof.

Quorum

45. Notwithstanding section 48 (3) of the Strata Property Act, if at the time appointed for an Annual or a Special General Meeting, a quorum is not present, the meeting shall be terminated if the meeting was convened upon requisition of members, but in any other case, the meeting shall stand adjourned for 1/2 hour from the time appointed, at which time if a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

Open Houses

46. (1) "Open House" for the purposes of this Bylaw means any event planned by any Owner, Owner's Agent or Realtor or and even planned with the knowledge and consent of any Owner, Owner's Agent or Realtor in which:
 - (a) The public at large, or any portion thereof, is invited onto common property of the Strata Corporation for the purposes of viewing a strata lot in the Strata Corporation that is for sale or it intended for sale or is anticipated to be for sale within the reasonable future and,
 - (b) The public at large, or any portion thereof, crosses common property of the Strata Corporation or use common assets of the Strata Corporation for the purposes of viewing a strata lot in the Strata Corporation that is for sale or is intended for sale or is anticipated to be for sale within the reasonable future, but does not apply to individual appointments made with prospective purchasers of strata lot, to view a strata lot and common property within the Strata Corporation that is for sale if such individual appointments are not scheduled or conducted in a fashion similar to an Open House.

- (2) Open Houses may be conducted for a maximum period of two hours between 10:00 am and 4:00 pm on either Saturday or Sunday and are subject to this Bylaw.
- (3) An Owner, Owner's Agent or realtor shall not advertise or conduct an Open House unless:
 - (a) The Owner or Owner's Agent has applied, in writing, to the Strata Council through the management company, for permission to advertise and to conduct an Open House and that permission has been granted.
- (4) Upon receiving the permission of the Strata Council to advertise or hold an Open House, the Owner, Owner's Agent or Realtor is entitled to place one sign ("Sign") advertising the Open House. The Owner, Owner's Agent or Realtor shall ensure that the Sign:
 - (a)
 - (i) is of temporary nature.
 - (ii) is no longer than 8" by 24"
 - (iii) is displayed at most during the period when the Open House is being conducted;
 - (iv) is of a professional and tasteful manner; and
 - (v) is placed outside the building in a designated hang place
 - (b) Permission to host an open house will not be granted to owners who have any outstanding fees or fines.
- (5) The Owner, Owner's Agent or Realtor shall ensure that any and all persons on the common property as a result of the Open House ("Attendees") are, at all times, accompanied by the Owner, Owner's Agent or Realtor.
- (6) The Owner is responsible for any and all damages incurred by the Strata Corporation which are caused either directly or indirectly by an action or negligence of any person attending or otherwise participating in any way in the Open House.
- (7) No Owner, Owner's Agent or Realtor shall conduct an Open House on a time overlapping when another resident of the Strata Corporation is moving in or moving out of the building. With reference to Clause 3(1) of this Bylaw, no permission shall be granted by the Strata Council for an Open House to be advertised or conducted when a "move in" or a U move out" is planned.
- (8) In the event that this Bylaw is breached by the Owner, the Owner's Agent, the Realtor or any person attending or otherwise participating in any way in the Open house, the Owner of the strata lot in respect of which the Open House is advertised or conducted shall be fined \$200.00 by the Strata Corporation.
- (9) No permission shall be granted by the Strata Council for an Open house to be advertised or conducted in respect of a strata lot whose owner has not paid in full any and all fines levied by the Strata Council.

Security

47. (1) Garage Gate to underground parking: To help prevent unauthorized entry to the building. All drivers must wait until the gate is closed behind their car before proceeding to their parking stall. The drivers in any subsequent cars must wait until the gate is starting to close before pressing the garage button on their key fob to re-open the gate. This indicates to the preceding driver that the following driver is a resident of Centrepoint.
- (2) Doors: Storing wedges near to entrance doors is a security risk. Therefore, door wedges are not to be stored near any common area doors. You may temporarily prop open a door with your own object when bringing in bags, shopping, boxes or other articles from your car. This object should then be taken away with you.
- (3) Entrance Door: When entering through the front entrance, do not allow followers into the building unless they are known to you.

- (4) Restricted Common Areas: No owner or visitor is permitted in any part of the restricted common areas of the building such as the roof, electrical rooms, mechanical rooms and locked rooms other than their own, except with the express permission of the Strata Council.
- (5) Guests in Amenity Room: For security reasons, all guests to the Amenity Room must be met at the entrance door. At no time is the entrance door to be propped open allowing unrestricted access to the building.
- (6) *Section deleted at February 22nd, 2012 Annual General Meeting.*
- (7) Moves In/Out: During a move into or out of the building, a resident must not leave the front entrance doors unattended. Also, vehicles used for moving purposes and parked in front of the building must be removed from the front area as soon as the move has been completed.
- (8) Solicitations: Solicitation is not permitted anywhere in or about the building or common property for any cause, except as required by the Election Act (Canada) and similar provincial registration.
- (9) Quiet Hours: Quiet hours for the building are between 11:00 PM and 8:00 AM. During the quiet hours in the building residents are expected to take special care not to disturb their neighbors with excessive noise.
- (10) Fobs are to be issued to owners only. Tenants must request fobs from the owner of the unit and not the caretaker.
- (11) All residents must notify the onsite building manager upon the sale of a fob as the fobs must be properly registered to the unit by whom the fobs were purchased.
- (12) The Owners of Strata Plan BCS3037 "Centrepoint" hereby acknowledge and authorize the operation of a Video Surveillance and Access Control System for the Safety and Security of its residents.
- (13) When a FOB is sold between Owners the following procedure must be followed. A letter must be submitted by the Owner of the FOB to the Resident Manager or the Management Company requesting approval for the sale of the FOB. There is a \$25.00 activation fee and the FOB must be deactivated prior to sale by the Owner.
- (14) Owners must submit an Annual Security Audit form to the Strata Corporation. The Strata Corporation will give notice of the Audit. The Audit Form must be fully completed by the Owner of the Strata Lot. Fobs not reported on the Audit form will be deleted from the Security System and the reactivation of the fobs will be \$25.00 per FOB.
- (15) The security gates are for bicycles and vehicle access only. No pedestrian will use the parkade gates for access to the parkade common areas.

Eligible Voters / Voting at General Meetings

- 48. (1) Owners with outstanding strata fees and/or special levies where the strata corporation has notified the owners of the lien being filed, are not eligible to vote at general meetings of the strata corporation BCS 3037.
- (2) an Owner may not serve on the Strata Council and may not exercise their vote for a strata lot if there are amounts owing to the Strata Corporation chargeable against

Strata Corporation Documents

49. Unauthorized reproduction, copying, duplicating of Strata passes, notices, etc., is considered fraud and is subject to a \$200.00 fine for each occurrence.

Strata Corporation Property

50. Tampering with any Strata Property equipment, such as gates, doors, mailboxes, etc., is forbidden and is subject to reimbursement of the full cost of repair or replacement, plus a fine.
51. The entire building and lands of Strata Plan BCS 3037 "Centrepoint," are "non-smoking" and smoking, vaping or smoking marijuana is prohibited in all interior and exterior areas including inside a strata lot. An Owner, tenant, occupant or visitor must not smoke on common property (including limited common property, patios and balconies) whether inside or outside of the building.
52. All vehicles must be removed from the parkade within one (1) hour of the posted start of parkade washing. Any vehicles not removed within this time frame will be towed without notice at the Owner's expense. One (1) month's notice will be provided to the Owners prior to the parkade cleaning, both electronically and notices posted at the building.
53. A strata lot must not be used for short-term accommodation purposes, including, but not limited to, a bed-and-breakfast, lodging house, hotel, motel, home exchange, time share, temporary housing, corporate housing, vacation rental or extended vacation rental, whether arranged through websites such as, but not limited to, Air BnB, VRBO, Premiere Executive Suites or through companies that advertise this type of accommodation. Without limiting the generality of the foregoing, a resident/Owner must not enter into a license or any form of written or verbal contract for the use of all or part of a strata lot for accommodation purposes for a time frame less than one month. Effective November 30, 2018, any breach of this bylaw is subject to a fine of up to \$1,000.00 per day, as per this bylaw and the Province of BC Legislation.

Common Property

54. (1) An owner is deemed to be responsible for any loss or damage caused to the common property, limited common property, and common assets or to any strata lot, where the cause of such loss or damage originated within the owner's strata lot and the loss or damage is not covered by the strata corporation's insurance policy.

(2) An owner is also deemed to be responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or the owner's tenant(s) occupant(s), visitor(s) or pets and the loss or damage is not covered by the strata corporation's insurance policy.

(3) If any loss or damage deemed to be the responsibility of an owner under subsection (1) and/or (2) of this bylaw results in a claim against any insurance policy held by the strata corporation, the owner is strictly liable to reimburse the strata corporation for the full amount of any insurance deductible, any portion of insurance coverage declined and/ or any amount by which the loss or damage exceeds the strata corporation's insurance coverage. The owner shall indemnify and save harmless the strata corporation for these amounts.

(4) If any loss or damage deemed to be the responsibility of an owner under subsection (1) and/or (2) of this bylaw does not exceed the insurance deductible for an insurance policy held by the strata corporation, the owner is strictly liable and shall indemnify same save harmless the strata corporation for any resulting expense for maintenance, repair or replacement rendered necessary, which is the strata corporation's responsibility to perform.

- (5) For the purposes of this bylaw any amount which an owner is responsible to pay the Strata Corporation shall be assessed against the owner's strata lot and included in the statement of account for that strata lot.

55. ELECTRIC CAR CHARGING STATIONS

55. If the Strata Corporation from time to time permits electric vehicle charging stations and related equipment ("EV Charging Equipment") to be installed on the common property by an owner or by a third-party service provider ("EV Service Provider") and connected to the common property electrical service:
- (a) the Strata Corporation may restrict use of EV Charging Equipment to persons who have entered into agreements with the Strata Corporation and/or the relevant EV Service Provider to the satisfaction of the Strata Corporation, and who are current in the payment of User Fees levied in relation thereto in accordance with this bylaw;
 - (b) the Strata Corporation will charge users of EV Charging Equipment user fees ("User Fees") from time to time to recover costs of electricity consumed by the EV Charging Equipment and other expenses related thereto, on either of the following bases:
 - (i) in the case of EV Charging Equipment installed on common property reserved for the exclusive use of an owner by way of lease or limited common property designation, either by that owner or by an EV Service Provider for use of that owner, fees calculated to recover from the relevant owner all costs and expenses related to that equipment;
 - (ii) in the case of EV Charging Equipment installed on common property not designated for the exclusive use of any owner, by an EV Service Provider for use by subscribers of the EV Service Provider, fees calculated to recover from all users of such equipment the aggregate of all costs and expenses related to that equipment;
 - (iii) in either case, User Fees levied against any user may comprise either or both of:
 - (A) amounts calculated on the basis of the user's consumption of electricity as measured or estimated by metering equipment to the satisfaction of the Strata Corporation; and
 - (B) amounts calculated by allocating forecast or actual costs equally among users of all or some subset of the EV Charging Equipment, payable in periodic installments as specified and adjusted from time to time by the Strata Corporation.

56. MOTORIZED MOBILITY AID DEVICES

- 56.1 Only a disabled resident may use a motorized scooter, wheelchair, or other motorized mobility aid device in the common areas of the strata corporation.
- 56.2 The strata council will establish and maintain a register of residents using a motorized mobility aid device in common areas of the strata corporation. Residents intending to use such devices must, prior to use, ensure their name is placed on the register.

57. AIR CONDITIONER INSTALLATIONS

- (a) Owners installing air conditioner units must comply with all bylaws including this Bylaw.
- (b) Owners can install air conditioner units only in accordance with the bylaws and upon fulfilling any conditions to the approval set out by the strata council.
- (c) The strata council only approve air conditioner units that meet the design criteria listed below and are protected by a minimum, manufacturers 5 year parts warranty and 7 year warranty on the compressor. The owners shall employ a licensed professional refrigeration engineer to provide routine manufacturers recommended service and maintenance on the air conditioning system.
- (d) Any owner installing an air conditioner unit must have it installed by a licensed professional refrigeration engineer and is approved by the manufacturers. All electrical works shall be carried out only by licensed professional electrician. all plumbing works associated with the air conditioning system installation shall be carried out by licensed professional plumbers.
- (e) Owners must select an outdoor condensing unit that is rated by its manufacturer to produce no more than 55dB of noise. The outdoor condensing unit shall be mounted within a purpose build stainless steel drip tray with a minimum 2 inch depth. The outdoor condenser shall be horizontal air discharge and have a capacity of no more than 34,000Btu and be no larger than 32-27/32" high x 37-13/32" wide x 15-1/2" deep. The heat exchanger shall be GoldFin coated for anti-corrosion.

A condensate pump shall be installed within the stainless-steel drip tray to pump any condensate to a drain point within the suite. The condensate shall not be allowed to run onto the deck.

- (f) No air conditioner unit can attach to the building exterior in any way or pierces the building exterior in any way. The outdoor condensing unit shall be located on the floor of the external deck and the only acceptable penetration into the building suite shall be via the slim glass panel above the patio doors. The penetration point shall be fully insulated and sealed. The exterior finish of the entry point shall match the existing cladding in both color and thermal properties.
- (g) A 220V, 60Hz, single phase electrical outlet shall be located adjacent to the external condensing unit to serve the condensing unit. Maximum acceptable electrical requirements for the 34,000 Btu external condenser = MOP - 25A, MCA -17.9A, Cooling - 15.13A, Heating 15.13A.

The electrical supply and communication cable to the indoor unit(s) shall come from the outdoor condensing unit and follow the same route as the refrigeration pipework.

The air conditioning system shall be complete with wireless remote controller for each indoor unit. Wired programmable thermostat shall be offered as an option.

All indoor units shall be provided with washable filters.

All refrigeration pipes shall be individually insulated and all joints vapor sealed.

- (h) Air conditioner units are subject to removal at the direction of the strata council for any reason that the strata council deems not be in compliance with this bylaw. Owners will pay all costs associated with the removal of an air conditioner unit.
