

# **EPS 1269 Walnut Ridge II Bylaws**

Amended	CA7768284	2019-09-25
Amended	CA6363065	2017-10-11
Amended	CA4635913	2015-08-27
Amended	CA4186425	2015-01-16
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Registered	CA2992334	2013-02-14

The bylaws of the Strata Corporation shall be contained in the *Strata Property Act*, as amended by the changes to the Bylaws set out in Exhibit "C" attached hereto. The significant changes to the Bylaws are as follows:

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

### **Payment of strata fees**

- 1 An owner must pay strata fees (maintenance fees) in monthly instalments to the Strata Corporation, or its named nominees, on or before the first day of the month to which the strata fees (maintenance fees) relate. If an owner's strata fees (maintenance fees) are not paid by the fifth day of any given month, such payment is deemed to be late and the owner may be fined twenty dollars (\$20.00) for each time his/her strata fees (maintenance fees) are late. In addition to any fine that may be imposed by the Strata Corporation for the contravention of this bylaw, interest shall accrue at the rate of ten percent (10%) per annum, compounded annually, on any late or unpaid strata fees (maintenance fees).

### **Repair and maintenance of property by owner**

- 2
  - (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
  - (2) 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**

- 3 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.

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.

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.

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) a limit of two dogs or two cats or one dog and one cat, but not 3 or more pets of dogs or cats, and such animals may exceed 15 kg in weight, each.

Pet owners are responsible for immediate removal of all pet waste which is left anywhere on the common property, limited common property or public sidewalks or boulevards adjoining the property.

Owners are responsible for any damages caused by their pets or the pets of their tenants or guests.

## **Inform Strata Corporation**

- 4** (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**

- 5** (1) An owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
  - (f) common property located within the boundaries of a strata lot;
  - (g) those parts of the strata lot which the Strata Corporation must insure under Section 149 of the Act.
- (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.

## **Obtain approval before altering common property**

- 6** (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**

- 7** (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.

## **Division 2 – Powers and Duties of Strata Corporation**

### **Repair and maintenance of property by Strata Corporation**

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

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to:
  - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
  - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
    - (A) the structure of a building;
    - (B) the exterior of a building;
    - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
    - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
    - (E) fences, railings and similar structures that enclose patios, balconies and yards;
  - (iii) limited common property storage lockers/mini garages are the responsibility of the strata corporation except as follows: the maintenance and repair of the rolling door of the limited common property underground storage locker is the responsibility of the owner of the strata lot. In the event an owner neglects repair of the rolling door, the strata corporation may repair the rolling door and charge the strata lot. The maintenance, repair, usage and upgrading of electrical power to the storage locker in the underground is also the responsibility of the strata lot owner. Locker electrical service in lockers which have electrical service will be 15A or 20A service.
  - (iv) By way of explanation, generally the interior and contents including appliances of a strata lot are not the responsibility of the strata corporation. Suite specific air-conditioning equipment, including outdoor and indoor components are not the responsibility of the strata corporation.
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
  - (i) the structure of a building,
  - (ii) the exterior of a building,
  - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
  - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
  - (v) fences, railings and similar structures that enclose patios, balconies and yards.

**Division 3 – Council**

**Council size**

- 9**
- (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.

**Council members' terms**

- 10**
- (1) The term of office of a Council member ends at the end of the Annual

General Meeting at which a replacement is elected.

- (2) A person whose term as Council member is ending is eligible for re- election.

### **Removing Council member**

- 11** (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**

- 12** (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.

### **Officers**

- 13** (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**

- 14** (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 possible after the meeting has been called.

### **Requisition of Council hearing**

**15** [Repealed 2009-17-35]

### **Quorum of council**

- 16** (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.

### **Council meetings**

- 17** (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**

- 18** (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.

### **Council to inform owners of minutes**

- 19** 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**

- 20** (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**

- 21** (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**

- 22** (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 (*Amended 2014-09-26 CAA3983766*)**

- 23** The Strata Corporation may fine an owner or tenant a maximum of
- (a) \$200.00 for each contravention of a bylaw, and
  - (b) \$50.00 for each contravention of a rule.

### **Continuing contravention**

- 24** 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.

## **Person to chair meeting**

- 25** (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**

- 26** (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**

- 27** (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.
- (8) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised in the strata corporation is entitled to register a lien against the strata lot under section 116(1) of the Act.

## **Order of business**

- 28** 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.

## **Division 6 – Voluntary Dispute Resolution**

### **Voluntary dispute resolution**

- 29** (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**

### **Display lot**

- 30** An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.

An owner developer may use four strata lots that the owner developer owns or rents as a display lot for the sale of other strata lots in the strata plan. The developer may rent the amenity areas from the strata corporation during the initial marketing campaign.

### **Parking and vehicles**

- 31** Visitor parking is available under the following conditions:
- (a) Visitors can park up to 48 hours. Permission to park longer than 48 hours must be provided by the strata council in writing;
  - (b) Visitor parking is limited to non-residents of the strata;
  - (c) Parking in a visitor/handicap space without a valid handicap sign is a violation;
  - (d) Amenity suite tenants will have their own parking assignment of 2 parking

spots; and

(e) Violation of the visitor parking bylaws will result in the vehicle being towed by the towing company under contract with the Strata Corporation, with all recovery costs to be borne by the vehicle owner.

Where an owner has a handicap or accessible parking spot assigned to their suite as limited common property, they may use such parking spot as handicap or able-bodied.

Owners/residents must provide council and management with a valid copy of storage insurance every year for vehicles which are stored on the property where such vehicle has expired plates or expired registration or expired insurance.

Residents must use only the parking space(s) assigned to the strata lot unless private arrangements have been made to use another resident's assigned space. Owners may not allow non-residents to use their parking spots.

Parking of non self-propelled vehicles such as trailers, must not encroach on the door opening ability of adjacent vehicles. To this end, the outermost part of non self-propelled vehicles must remain at least 20cm from the inside of parking lines of the parking stall in which the non self-propelled vehicle is parked.

Car repair and maintenance such as oil changes and anti-freeze changes are not permitted in any parking spaces on common property or limited common property.

The residents must keep their parking stall(s) swept and clear at all times, and must not use the parking spot for non-vehicular storage.

Incoming vehicles have the right of way at garage doors.

## **Insurance**

- 32** The Strata corporation is covered by a broad range insurance policy, including damage caused by fire, flood, earthquake, water damage, and general liability. This insurance does not cover the contents of suites or the owner's improvements to the suite. It is strongly recommended that owners have their own contents and liability insurance.

An owner will pay for himself/herself and will indemnify and save harmless the strata corporation from the expenses of any maintenance, cost, insurance deductible, repair and replacement rendered necessary to the common property, or to any strata lot by his act, neglect or carelessness or by that of any member of his family or his or their guest, servants, agents, employees, contractors or tenants or sub-tenants, but only to the extent, without limit, that such expense is not met by the proceeds of the insurance carried by the strata corporation.

In the event that water loss or damage or fire loss or damage is caused by the individual owner, or its occupants, the deductible portion of an insurance claim will be paid by the owner.

## **Vehicle storage insurance**

- 33** Owners/residents must provide council and management with a valid copy of storage insurance every year for vehicles which are stored on the property where such vehicle has expired plates, expired registration or expired insurance.

## **User fee for excess hot water consumption**

- 34** The strata corporation will charge strata lots a fee of \$.005 per litre for consumption of hot water in excess of 25,000 litres by a strata lot in a three month quarter. Hot water meter readings will be made and recorded by two persons designated by the Strata Corporation in the final week of each quarter, which is the final week of March, the final week of June, the final week of September and the final week of December. Strata lots that have used more than 25,000 litres of hot water during the quarter will be billed for

such excess by the Strata Corporation within 60 days of the end of a quarter, and the bill will be due within 30 days of the invoice date. Non-payment of such an invoice will be treated in the same manner as non-payment of a levy or fine imposed by the Strata Corporation.

### **Rental manager**

- 35** The property to the north, Walnut Ridge I, will have an on-site rental manager. This rental manager will have access to Walnut Ridge II for purposes of providing rental management services for Walnut Ridge II. Owners are not obligated to use this rental management service but are encouraged to do so in the interests of professional competent rental management. The rental managers can be appointed on a three year basis, and the Developer will appoint such a manager prior to the first conveyance of a strata lot in Walnut Ridge I.

### **Communications reserve fund**

- 36** As part of the cost installation of communications cabling for cable TV and internet during construction, the Developer entered into a contract with Shaw Cablesystems for at least 5 years of cable and internet service to each strata lot as part of the installation cost. The Strata Corporation may wish to negotiate a similar bulk agreement with a communications supplier after the original agreement expires. This future agreement may apply to TV services, internet services, or both. To provide negotiating strength in obtaining a bulk rate from a communications supplier, the Strata lots will each contribute to a Communications Reserve Fund as part of their strata fees. This fund is to be used to make a bulk payment as negotiated by the Strata council at the time of renewal. In the event the strata corporation should choose by a  $\frac{3}{4}$  vote of strata lot owners, to discontinue this fund, the balance of the fund will be contributed to the Contingency Reserve Fund. The Strata council will from time to time set the amount of contribution to this fund. The strata corporation must account for money in the communications reserve fund separately from other money of the strata corporation, and must invest it on the same basis as investments of the contingency reserve fund.

### **Landlord responsibilities**

- 37** (1) Before a landlord rents all or part of a residential strata lot, the landlord must give the prospective tenant:
- (a) the current bylaws and rules, and
  - (b) a Notice of Tenant's Responsibilities in the prescribed Form K
- (2) Within 2 weeks of renting all or part of a residential lot, the landlord must give the strata corporation a copy of the notice signed by the tenant(s).
- (3) If a landlord fails to comply with subsection (1) or (2), the tenant:
- (a) is still bound by the bylaws and rules; and
  - (b) may, within 90 days of learning of the landlord's failure to comply, end the tenancy agreement without penalty by giving notice to the landlord.
- (4) If a tenant ends a tenancy agreement under subsection (3), the landlord must pay the tenant's reasonable moving expenses to a maximum of one month's rent.
- (5) It is the specific duty of the landlord to advise the Tenant(s) of the right of the strata corporation right to enter the suite on 49 hours' notice of purposes of inspection of common property and/or plumbing.

### **Miscellaneous rules**

- 38** (1) All residents must stop to confirm that the underground gate is fully closed before proceeding in or out of the underground parking.
- (2) Residents must not buzz someone into the building that they do not know.
- (3) There shall be no storage of any items on patios or balconies other than electric barbeques, patio furniture and plants.
- (4) No drying of laundry on patios or balconies.
- (5) No discarding or throwing of cigarette butts or other refuse off balconies or onto common property outside or inside buildings.
- (6) No live Christmas trees permitted within any building or strata lot.
- (7) As per Standard Bylaws, any alteration to a strata lot or common property must first be approved by the strata corporation.
- (8) The Strata corporation advises landlords that as per the Bylaws, all Bylaws and Rules must be obeyed by the tenants and all tenants must sign Form K Notice of Tenant's Responsibilities outlining their responsibilities.
- (9) No one shall place or allow to be placed any sign, billboard, poster, notice or other advertising matter of any kind on or about the common property except for those signs specifically permitted by the strata corporation in writing, or approved real estate sign which may be hung from a common sign hanger in a size and location approved by the strata corporation. Signs must not be displayed in windows or on outside walls or balconies.
- (10) Private property, including vehicles and bicycles, left by an owner on common property or limited common property is done so solely at the risk of the owner.
- (11) No awnings, shades, vertical blinds, drapes, supplementary heating, air conditioning devices, or similar items shall be installed on or about the common property or limited common property without prior written approval of the strata corporation. **(Amended 2013-10-11 CA3400264)**
- All new blinds on Strata Lots exterior windows must be as close as possible to the design and colour as the existing blinds and must be horizontal in orientation. All new blinds on Strata Lots sliding patio doors must be as close as possible to the design and colour as the existing blinds and vertical in orientation. All blinds in Solariums must be Mocha in colour and must be of a roller design. Blinds are the primary window coverings, any portions of secondary window coverings visible from the exterior of the building must closely match the colour of the blinds. **(Amended CA7768284 2019-09-25)**
- (12) No antenna device or satellite dish shall be attached on or fastened to any unit without the approval of the strata corporation.
- (13) Communication between owners and strata corporation shall be in writing, giving all pertinent information concerning the nature of any complaint and shall be signed by owners.
- (14) Any approval, permission or waiver given in relation to these rules or bylaws, may be given by the strata corporation or through the managing agent and must be in writing.

**Move in / Move out procedures (Amended 2015-08-27 CA4635913)**

- 40.1** An owner/resident must pay to Strata Corporation EPS 1269 a non-refundable fee in the amount of \$100.00, at the time of moving in, plus a refundable damage deposit of \$150.00 at least 48 hours prior to any move. Any expenses incurred by the strata corporation attributable to the resident and all fines levied will be deducted from the

damage deposit. (***Amended CA6363065 2017-10-11***)

- 40.2** Move In or Move Out times need to be arranged ahead of time by providing at least 1 (one) week notice to the building manager.
- 40.3** Move In/Move Out hours are from 8.00 a.m. and 5.00 p.m. 7 days per week and each additional hour required by the owner/resident will be charged an additional rate of \$50.00 per hour or part thereof.
- 40.4** An owner/resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
- 40.5** An owner/resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
- 40.6** An owner/resident must conform with and ensure that any tenants conform with the Move In and Move Out bylaws. An owner/resident contravening any of bylaws 40.1 to 40.512 (inclusive) shall be subject to a fine of \$200.00.

**Lock Boxes (*Amended 2015-01-16 CA4186425*)**

No lock boxes allowed on Common Property