

BYLAWS
STRATA PLAN EPS 2304
CENTRAL

NOTICE

The Schedule of Standard Bylaws to the Act (as defined below) do not apply to Strata Plan EPS2304. In addition to Bylaws, there could also be “Rules and Regulations” which are not registered at the Land Title Office, but are attached herein. **For legal purposes, you should obtain a true copy of the Bylaws from the Land Title Office.**

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS.....	1
ARTICLE 2 DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS.....	3
ARTICLE 3 POWERS AND DUTIES OF STRATA CORPORATION	16
ARTICLE 4 COUNCIL.....	18
ARTICLE 5 ENFORCEMENT OF BYLAWS AND RULES.....	22
ARTICLE 6 ANNUAL AND SPECIAL GENERAL MEETINGS	23
ARTICLE 7 VOLUNTARY DISPUTE RESOLUTION	25
ARTICLE 8 MARKETING ACTIVITIES BY OWNER DEVELOPER	26
ARTICLE 9 PARKING LEASE	26
ARTICLE 10 BICYCLES, STORAGE, PARKING AND BARBEQUES.....	26
ARTICLE 11 MOVE IN / MOVE OUT.....	30
ARTICLE 12 RENTALS.....	31
ARTICLE 13 SELLING OF STRATA LOTS	31
ARTICLE 14 COMMON ASSETS.....	32

These Bylaws bind the Corporation and every Owner and Tenant of a Strata Lot to the same extent as if the Corporation and each Owner or Tenant of a Strata Lot had signed them. These Bylaws contain covenants to observe and perform all the provisions in these Bylaws between the Corporation and each Owner or Tenant of a Strata Lot, by each Owner or Tenant of a Strata Lot with every other Owner or Tenant of every other Strata Lot and with the Corporation. These Bylaws supersede and completely replace the schedule of Standard Bylaws in the Act and any Bylaws filed before the date these Bylaws are filed in the Land Title Office. These Bylaws and any Rules of the Corporation are always subject and subordinate to the Act and the Regulations. In case of any conflict between these Bylaws or any Rules of the Corporation and the Act or Regulations, the Act and Regulations control.

ARTICLE 1 DEFINITIONS

1.1 Defined Terms.

As used in these Bylaws, the following terms have the meanings specified below:

- (a) “**Act**” means the *Strata Property Act* of British Columbia, SBC 1998, c. 43, and associated Regulations, as amended from time to time.
- (b) “**Alteration**” means works or improvements to a Strata Lot that include removal, demolition, destruction, construction, in whole or part, permanent or temporary, of walls, cabinets, flooring, plumbing, electrical, HVAC and any other systems or apparatus installed in a Strata Lot or attached to the Building.
- (c) “**Balcony**” means the Limited Common Property designated by the Strata Plan or by the Council for the exclusive use of the Owner of the adjoining Strata Lot.
- (d) “**Building**” means the improvements constructed on the land shown in the Strata Plan.
- (e) “**Bylaws**” means the Bylaws of the Corporation set forth in this document and as amended from time to time by the Corporation.
- (f) “**Common Facilities**” means the facilities available to all Residents, except as set forth herein, including the exercise room and equipment, steam room, sauna, men’s and women’s change rooms, media room, games room, dining lounge, meeting room, common patio and all other Common Property in the Building, excluding any Balcony that is Limited Common Property.
- (g) “**Common Property**” means that part of the land, Building and other improvements shown on the Strata Plan excluding Strata Lots and Limited Common Property. Common Property includes the Common Facilities and all pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, electricity, telephone, radio, television services, fibre optic, cable, wireless communications, garbage, heating and cooling systems and other services within a floor, wall or ceiling of the Building, including where the centre of the floor, wall or ceiling forms the common boundary of a Strata Lot with another Strata Lot or with Common Property.
- (h) “**Contingency Reserve Fund**” means a fund for common expenses that usually occur less often than once a year or that do not usually occur, as set out in section 92(b) of the Act.
- (i) “**Corporation**” means the corporation consisting of the Owners of all the Strata Lots in the Strata Plan and their successors, known by the name “The Owners, Strata Plan EPS2304.”
- (j) “**Council**” means the people making up the strata council elected or appointed according to Sections 25, 28 and 29 of the Act and the Bylaws.

- (k) “**Family**” means a person and their natural or adoptive mother, father, natural or adopted brothers and sisters, natural or adopted children, spouse or domestic partner.
- (l) “**Limited Common Property**” means Common Property designated according to section 74 of the Act for use by one or more Strata Lot(s).
- (m) “**Locker**” means any Common Property storage area purchased or leased by an Owner from the developer or another Owner for the exclusive use of an Owner of a Strata Lot.
- (n) “**Move**” means the use of Common Property such as elevators and hallways to carry furniture, furnishings, fixtures, personal property, equipment or Building materials in or out of a Strata Lot.
- (o) “**Owner**” means the person(s) registered in the register of the New Westminster Land Title Office as Owner in fee-simple of a Strata Lot of the Strata Plan, whether entitled to it in their own right or in a representative capacity or otherwise, or where there is a registered life estate, the tenant for life.
- (p) “**Property Manager**” means any individual or firm from time to time engaged by the Council to manage the affairs of the Corporation.
- (q) “**Regulations**” means any regulations made according to Section 292 of the Act.
- (r) “**Resident**” includes Owners, Tenants, other occupants of the Building or a Strata Lot and their respective Family members.
- (s) “**Rules**” means the rules of the Corporation as in effect from time to time.
- (t) “**Strata Fees**” means assessed strata fees, contributions to the Contingency Reserve Fund, penalties, special assessments, legal costs, administrative fees, collection costs, bank charges, move-in fees, unpaid taxes, fines and any other charges levied from time to time by the Council.
- (u) “**Strata Lot**” means a lot shown on the Strata Plan, including if called an “apartment,” “unit” or “suite.”
- (v) “**Strata Plan**” means the Plan described as EPS 2304 showing and describing in whole or part the land, improvements, Building, Strata Lots, Common Property, Limited Common Property and other areas or things on the land.
- (w) “**Tenant**” means a renter, lessee, occupant or tenant of a Strata Lot.
- (x) “**Visitor**” means any person who is a guest, employee or invitee of a Tenant, Resident or Owner.
- (y) “smoke” or “smoking” includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances (including, for clarity, marijuana);

- (z) “vape” or “vaping” includes inhaling, exhaling, vapourizing or carrying or using an activated e cigarette.

ARTICLE 2

DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

2.1 Payment of strata fees

- (a) An Owner must, without invoice, pay Strata Fees on or before the first day of the month to which the Strata Fees relate. The Corporation applies all payments received by it first to late fees assessed by the Corporation, next to any returned check charges assessed by the Corporation, then to interest accruing on any previously unpaid amounts, then to fines levied by the Corporation and finally to any Strata Fees then due.
- (b) An Owner must, without invoice, pay a special levy on the date(s) set out in the resolution authorizing the special levy.
- (c) If an Owner is late in paying his or her Strata Fees or special levy, the Owner must pay to the Corporation interest on the late payment in the amount of 10% per annum compounded annually, and calculated and payable on a monthly basis commencing the date the payment was due and continuing until the last day of the month in which it is paid.
- (d) Owners whose Strata Fees are in arrears for three months or more, or where the amount outstanding is greater than or equal to three months' Strata Fees, shall have their access to the Common Facilities, the services provided by the Corporation and/or other privileges suspended until they pay all outstanding amounts in full. Likewise, if the Corporation is entitled to register a lien against that Owner's Strata Lot under section 116(1) of the Act, that Owner shall not be entitled to vote at meetings, except on matters requiring a unanimous vote.
- (e) Each Owner shall give the Corporation or its Property Manager either (i) twelve (12) consecutive monthly post-dated cheques for Strata Fees for the fiscal year of the Corporation, dated as of the first day of each month; or (ii) written authorization for monthly automatic debits from the Owner's bank of account any Strata Fees and other assessments.
- (f) Any fines assessed pursuant to these Bylaws will be added to the Strata Fees of the Owner following the date of the notice of infraction.
- (g) The Corporation may proceed under the Small Claims Act, without further authorization by the Owners, to recover from an Owner, by an action in debt in Small Claims Court, money owing to the Corporation.

2.2 Repair and maintenance of property by Owner

- (a) An Owner must repair and maintain the Owner's Strata Lot, except for repair and maintenance that is the responsibility of the Corporation under these Bylaws.
- (b) 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 Corporation under these Bylaws.

2.3 Use of property

- (a) An Owner, Tenant or Visitor must not use the Strata Lot, the Common Property, the Common Facilities, or the Limited Common Property including the Balcony, deck, roof deck, and garden and landscaped areas in a way that:
 - (i) causes a nuisance or hazard to another person;
 - (ii) causes unreasonable noise;
 - (iii) unreasonably interferes with the rights of other persons to use and enjoy the Common Property, common assets or another Strata Lot;
 - (iv) is illegal; or
 - (v) is contrary to a purpose for which the Strata Lot, Limited Common Property or Common Property is intended as shown expressly or by necessary implication on or by the Strata Plan.
- (b) Without limiting the generality of Bylaw 2.3(a), an Owner, Tenant or Visitor of a Strata Lot must not smoke or vape, or permit any guest, agent or invitee of the Owner, Tenant or occupant to smoke or vape anywhere on the Strata Lot, the Common Property, or the Limited Common Property, including, but not limited to, balconies, patios, roof deck, hallways, parking garages and walkways.
- (c) An Owner, Tenant or Visitor must not cause damage, other than reasonable wear and tear, to the Common Property, Common Facilities, Limited Common Property or those parts of a Strata Lot which the Corporation must repair and maintain under these Bylaws or insure under section 149 of the Act. Owners, Tenants, or their Visitors are responsible for any damage to the Common Property that they or their pets do and the Owner of the applicable Strata Lot will be liable for all costs connected with cleaning and repairs with respect to the same.
- (d) An Owner or Tenant that keeps a dog, cat or other non-caged animal in his or her Strata Lot, either permanently or temporarily, will register that pet with Council by providing to the Council a written notice, signed by the applicable Owner or Tenant setting out the name, breed and colour of the pet, the Strata Lot number of the Strata Lot in which the pet is kept, the name and telephone number of the applicable Owner or Tenant and the licence number of the pet (when the pet is required to be licenced) and will only keep a pet in his or her Strata Lot in compliance with these Bylaws.

- (e) An Owner, Tenant 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.
- (f) No Owner, Tenant or Visitor 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, Tenant or Visitor 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 Corporation, any special cleaning is required as a result of the pet urinating or defecating, the applicable Owner or Tenant will pay the costs of such special cleaning.
- (g) An Owner of a Strata Lot whose Visitor brings a pet onto the Common Property or any Limited Common Property will be responsible to ensure that the Visitor complies with all of the Bylaws as they relate to pets and will perform all of the duties and obligations with respect to that pet as set out in these Bylaws as if the pet were kept by the Owner or Tenant in his or her Strata Lot. The Owner of the applicable Strata Lot will be liable for all costs associated with the breach of the Bylaws by the Visitor with respect to their pet.
- (h) If Council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the Act. At the end of the hearing, Council may take no action, fine the Owner or Tenant, require the person to pay the costs of remedying the contravention, or order the immediate removal of the pet from the Strata Lot, in which case the pet will be immediately removed. The Owner will be advised about the outcome of the meeting in writing.
- (i) An Owner or Tenant must not keep any pets on a Strata Lot other than one or more of the following:
 - (i) a reasonable number of fish or other small aquarium animals;
 - (ii) a reasonable number of small caged mammals;
 - (iii) up to 2 caged birds; and
 - (iv) dogs or cats, provided that the total number of dogs and cats combined does not exceed two.
- (j) An Owner or Tenant who keeps an aquarium in a Strata Lot must obtain and maintain in full force and effect a policy of insurance that provides coverage for water damage and provide evidence of the same to the Corporation.
- (k) An Owner of a Strata Lot will not:
 - (i) use, or permit any Tenant or Visitor of his or her Strata Lot to use, his or her Strata Lot for any purpose which involves undue traffic or noise in or about the Strata Lot or Common Property, that encourages loitering by

persons in or about the Strata Lot or Common Property or that in any way increases an may increase the liability risk of the Corporation;

- (ii) make, cause or produce or permit any Tenant or Visitor of his or her Strata Lot or any guest, employee, agent or invitee of the Owner or Tenant to make, cause or produce, undue noise, smell, vibration or glare in or about any Strata Lot or Common Property or to do anything which will interfere unreasonably with any other Owner or Tenant.
- (iii) use, or permit any Tenant or Visitor of his or her Strata Lot or a guest, employee, agent or invitee of the Owner or Tenant 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 Tenant;
- (iv) obstruct or use, or permit any Tenant or Visitor of his or her Strata Lot or a guest, employee, agent or invitee of the Owner or Tenant 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 Lot or parking areas within the Common Property;
- (v) leave, or permit any Tenant or Visitor of his or her Strata Lot or a guest, employee, agent or invitee of the Owner or Tenant 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. No personal items such as umbrellas, doormats, toys, bicycles, walkers, shoes, etc. shall be left or stored on the Common Property.
- (vi) use, or permit Tenant or Visitor of his or her Strata Lot or a guest, employee, agent or invitee of the Owner or Tenant to use, a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking devise 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 the Bylaws, rules and regulations made by the Corporation from time to time;
- (vii) shake, or permit any Tenant or Visitor of his or her Strata Lot or a guest, employee, agent or invitee of the Owner or Tenant 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 Tenant to throw, and refuse, out of the windows or doors or from the balcony of a Strata Lot;
- (viii) do, or permit any Tenant or Visitor of his or her Strata Lot or a guest, employee, agent or invitee of the Owner or Tenant to do, anything that will increase the risk of fire or the rate of insurance on the Building or any part thereof;

- (ix) permit a condition to exist within his or her Strata Lot which will result in the waste or excessive consumption of the Building's domestic water supply or heated water;
- (x) allow his or her Strata Lot to become unsanitary or a source of odour;
- (xi) feed, or permit any Tenant or Visitor or a guest, employee, agent or invitee of the Owner or Tenant to feed, pigeons, gulls or other birds, squirrels, rodents or other animals from the Strata Lot or anywhere on or in close proximity to the Common Property or any Limited Common Property, but this will not apply to a pet permitted to be kept in his or her Strata Lot pursuant to these Bylaws and the rules and regulations made hereunder, which pet will be fed only in his or her Strata Lot;
- (xii) leave children or pets unattended on a balcony;
- (xiii) install, or permit Tenant or Visitor of his or her Strata Lot or a guest, employee, agent or invitee of the Owner or Tenant to install, any window coverings, visible from the exterior of his or her Strata Lot which are different in size or colour from those of the original Building specifications;
- (xiv) hang or display, or permit any Tenant or Visitor of his or her Strata Lot or a guest, employee, agent or invitee of the Owner or Tenant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the Building so that they are visible from the outside of the Building;
- (xv) use or install, or permit any Tenant or Visitor of his or her Strata Lot or a guest, employee, agent or invitee of the Owner or Tenant to use or install, in 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;
- (xvi) erect on or fasten to, or permit any Tenant or Visitor of his or her Strata Lot or a guest, employee, agent or invitee of the Owner or Tenant 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;
- (xvii) place, or permit any Tenant or Visitor of his or her Strata Lot or a guest, employee, agent or invitee of the Owner or Tenant to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a Strata Lot;
- (xviii) place, or permit any Tenant or Visitor of his or her Strata Lot or a guest, employee, agent or invitee of the Owner or Tenant to place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, summer furniture and accessories nor install, or permit any Tenant

or Visitor of his or her Strata Lot or a guest, employee, agent or invitee of the Owner or Tenant to install, any a hanging plants or baskets or other hanging items within three feet of a balcony railing line; and

- (xix) give, or permit any Tenant of his or her Strata Lot or a guest, employee, agent or invitee of the Owner or Tenant 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.
- (l) An Owner of a Strata Lot who has or installs hard floor surfaces such as hardwood floors or tile in his or her Strata Lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.
- (m) The Owner of a Strata Lot shall be specifically responsible for the activities of co-Owners, Tenants, Visitors, pets or other invitees of his Strata Lot. A quiet period shall be in force in the entire complex from 11:00 p.m. until 7:00 a.m. every day, at which time Owners and everyone else on the premises are expected to take special care and attention to not make noise.
- (n) An Owners or Tenant of a Strata Lot shall not allow their Strata Lot to become a health/safety hazard. If the Council deems a Strata Lot to be a health/safety hazard, the Council will, at its discretion, have the Strata Lot brought up to standard, at the Owner's sole expense. For the purpose of these Bylaws, a health/safety hazard shall include any sign or presence of pests.
- (o) Any unwanted junk or garbage left in the garbage room or any Common Property or Limited Common Property is subject to a disposal fee as determined by the Council from time to time, as well as an applicable Bylaw fine.
- (p) An owner, tenant, occupant or visitor must not use or occupy, or permit to be used or occupied, a strata lot, the common property (including, not exhaustively, the common property 15th floor deck), limited common property or common assets for the purpose of growing, producing, harvesting, marketing, selling or distribution of marijuana.

2.4 Inform Strata Corporation

- (a) Within 2 weeks of becoming an Owner, an Owner must inform the Corporation of the Owner's name, Strata Lot number and mailing address outside the Strata Plan, if any.

2.5 Obtain approval before altering a Strata Lot

- (a) An Owner must obtain the written approval of the Corporation before making an Alteration to a Strata Lot that involves any of the following:
 - (i) the structure of a Building;
 - (ii) the exterior of a Building;
 - (iii) chimneys, stairs, balconies or other things attached to the exterior of a Building;
 - (iv) doors, windows or skylights, on the exterior of a Building, or that front on the Common Property;
 - (v) fences, railings or similar structures that enclose a patio, Balcony or yard;
 - (vi) Common Property located within the boundaries of a Strata Lot;
 - (vii) those parts of the Strata Lot which the Corporation must insure under section 149 of the Act;
 - (viii) the painting of the exterior, or the attachment of sunscreens or greenhouses;
 - (ix) Limited Common Property, including Balconies, decks, roof decks and garden and landscaped areas;
 - (x) an addition or Alteration to the wiring, plumbing, piping, or other services within a Strata Lot, or within any bearing or party wall, should such Alteration impact another Strata Lot, the Common Property or the Limited Common Property;
 - (xi) flooring, regardless of whether or not the flooring is the flooring originally installed by the owner developer, should such Alteration impact another Strata Lot, the Common Property or the Limited Common Property;
 - (xii) wiring, plumbing, piping, heating and other services, should such Alteration impact another Strata Lot, the Common Property or the Limited Common Property; or
 - (xiii) interior demising walls or other interior Alterations, should such Alteration impact another Strata Lot, the Common Property or the Limited Common Property.
- (b) Without limiting the generality of Section 2.5(a):
 - (i) metallicized or reflective coating or tinting is not permitted on glass windows or doors;
 - (ii) regardless of the original or existing flooring, the only types of replacement flooring that are permitted in the apartment-style Strata Lots are:

- (A) carpeting;
- (B) tile (in kitchens, bathrooms and entry-way only);
- (C) laminate or engineered hardwood; or
- (D) cork,

which, in all cases must make use of the appropriate underlay/sound deadening material as follows:

- (E) all underlay/sound deadening material used in conjunction with laminate or engineered hardwood must have an impact insulation class rating of 71 decibels or greater;
- (F) all underlay/sound deadening material used in conjunction with tile must have an impact insulation class rating of 60 decibels or greater;
- (G) in addition to the requirement in subsection (F), tile installations must be installed with resilient grout; and
- (H) if cork underlay is used it must be 6 mm or greater.

No other flooring material is permitted to be used unless a prior written request with supporting documentation is submitted to the Corporation and the Council, in its discretion, determines that the proposed materials meet the requirements prescribed in Bylaw 2.5(b).

- (c) Bylaw 2.5(b) does not apply to the ground floor townhouse style Strata Lots. Regardless of an Owner's compliance with this Bylaw 2.5(b), an Owner may be required to place mats or carpets over high traffic or problematic areas, or reduce noise by other means, in the event that the Corporation receives noise complaints.
- (d) The Corporation must not unreasonably withhold its approval under Section 2.5(a). However, it will be reasonable for the Corporation to withhold its approval if the Owner proposing the Alteration has not provided the Corporation with scaled plans and specifications, list of materials, estimated dates of commencement and completion of construction and, if applicable, copies of permits or any other information reasonably requested by the Corporation relating to the proposed Alteration. The Corporation may require as a condition of its approval that the owner agree in writing:
 - (i) to take responsibility for any expenses relating to the Alteration; and
 - (ii) to such other conditions as the Corporation may reasonably require.
- (e) All future requests from Owners, whether it is current or prospective Owners, wanting to carry out renovations in their Strata Lot will only be considered by Council at its next scheduled Council meeting, and Council will only entertain requests which are backed by certified professionals if the requests involve

structural changes, the building HVAC or envelope systems. When approval is granted, Owners are further required to sign a waiver agreement before any work can begin.

- (f) If an Owner proceeds with an Alteration approved by the Corporation under Section 2.5(a), the Owner must provide copies of all applicable permits to the Council prior to commencement and that Alteration must be carried out:
 - (i) in a good and workmanlike manner, including maintaining the security of the building at all times;
 - (ii) by duly qualified or properly licensed tradespersons, contractors or workers;
 - (iii) only between 9:00 a.m. and 5:00 p.m. on Monday to Fridays (excluding statutory holidays) or at such other times prescribed by the Council from time to time in its sole discretion, provided that work that involves jack hammering, chipping or grinding is limited to the hours of 11:00 a.m. to 3:00 p.m. (maximum 4 hours per day) on weekdays (excluding statutory holidays);
 - (iv) to completion within 60 days from the time that approval was given, or additional time as may be reasonably necessary to complete the work as approved by the Council from time to time in their sole discretion;
 - (v) with minimal noise and disturbance to other owners, including but not limited to:
 - (A) booking the elevator in advance for transportation of materials;
 - (B) no construction materials placed on the Common Property;
 - (C) Common Property left clean and free of dust and debris at the end of each working day; and
 - (D) all debris removed from the Building at the expense of the Owner and not disposed of in the Corporation bins;
 - (E) the Owner must notify the concierge prior to the commencement of the approved Alteration; and
 - (F) the Owner must indemnify and hold harmless the Corporation for all costs, maintenance or damage caused to the Common Property including Limited Common Property, Common Facilities or to any Strata Lot directly or indirectly resulting from any Alteration or proposed Alteration of that owner, including the cost of repairing and maintaining the Alteration.
- (g) Prior to any Alteration occurring under this Section, the Owner must place a \$500.00 refundable deposit with the Corporation, to be held and applied against any resulting cost of repair or cleaning of Common Property, including Limited

Common Property incurred by the Corporation, with the balance to be returned to the Owner. If the cost of the repair or cleaning exceeds \$500.00, the Owner shall be responsible for the payment of the excess cost and the liability of the Owner is not limited to \$500.00.

- (h) The Council may, following completion of the Alteration, conduct an inspection to ensure compliance with these Bylaws.
- (i) At the discretion of the Council, if any Alteration, addition or improvement to a Strata Lot, whether or not that Alteration, addition or improvement is of such a nature that it requires approval under Section 2.5(a), involves delivery of materials, the Owner will be required to book the elevator through the concierge, have elevator pads installed, and pay the applicable deposit as set out in Section 2.5(g).
- (j) The Owner of a Strata Lot shall give a copy of these Bylaws to all contractors and employees engaged to perform the Alterations. All contractors shall provide the Corporation with their names, addresses, WCB numbers and insurance information, including names of agents and policy numbers.
- (k) Any Alteration to a Strata Lot or the Common Property, including Limited Common Property, that has not received the prior written approval of the Council must be removed at the Owner's expense, if the Council, acting reasonably, determines that such Alteration would not have been approved under Section 2.5(a).
- (l) For clarity, an Owner who undertakes Alterations pursuant to these Bylaws is responsible for all costs relating to:
 - (i) the maintenance and repair of the Alterations,
 - (ii) the effects on all other Strata Lots or Common Property; and
 - (iii) the effects of rain, weathering, staining or discolouration.
- (m) The Council may maintain, repair or remove (without compensation to any party) Alterations to the Common Property if in the opinion of the Council:
 - (i) the Alterations are not being maintained or repaired; or
 - (ii) the Alterations must be removed to enable the Corporation to repair and maintain the Common Property.
- (n) All costs incurred by the Corporation in such maintenance, repair or removal described above will be charged back to the Strata Lot whose Owner caused such Alteration to be made.
- (o) Prior to the sale of a Strata Lot whose Owner, or a predecessor in title, has made an Alteration to the Common Property, the Owner must ensure that the new Owner agrees to assume all obligations and costs relating to such Alteration and executes an acknowledgement confirming their knowledge of such Alteration.

- (p) An Owner who has made an Alteration to the Common Property shall not remove such Alteration without the written permission, which may be subject to reasonable conditions, of the Council.

2.6 Obtain approval before altering Common Property

- (a) An Owner must obtain the written approval of the Corporation before making an Alteration to Common Property, including Limited Common Property.
- (b) The Corporation may arbitrarily withhold its approval under Section 2.6(a), and without limiting the generality of the foregoing, may withhold its approval if the owner proposing the Alteration has not provided the Corporation with scaled plans and specifications, list of materials, estimated dates of commencement and completion of construction and if applicable, copies of permits or any other information reasonably requested by the Corporation relating to the proposed Alteration. The Corporation may require as a condition of its approval that the Owner agree in writing:
 - (i) to take responsibility for any and all expenses relating to the Alteration,
 - (ii) to provide evidence of appropriate insurance coverage relating to the Alteration, and
 - (iii) to such other conditions as the Corporation may reasonably require.
- (c) If an Owner proceeds with an Alteration approved by the Corporation under Section 2.6(a), that Alteration must be carried out in the same manner set out in section 2.5(f), except that construction materials necessary for the Alteration may be left on relevant Common Property.

2.7 Permit entry to Strata Lot

- (a) An Owner, Tenant or Visitor must allow a person authorized by the Corporation to enter the Strata Lot:
 - (i) in an emergency, without notice, to ensure safety or prevent significant loss or damage to the Strata Lot, another Strata Lot or the Common Property including Limited Common Property. For the purposes of this Section 2.7(a), the prevention of the presence or spreading of pests shall constitute an emergency; and
 - (ii) at a reasonable time, upon written notice:
 - (A) to inspect, repair or maintain Common Property, Common Facilities and any portions of a Strata Lot that are the responsibility of the Corporation to repair and maintain under these Bylaws or insure under the Act; and
 - (B) to ensure compliance with the Act and these Bylaws.

- (b) The notice referred to in Section 2.7(a) must include the date and approximate time of entry, and the reason for entry.
- (c) An Owner or Tenant may provide a key to the Strata Lot to the Property Manager. If a key has not been provided, the person authorized by the Corporation to enter the Strata Lot may, if that person considers it necessary in his or her sole discretion, do so by using reasonable force on the locking devices, and the replacement of the locking devices and any resulting damage to the door and door frame will be at the expense of the Owner.
- (d) An Owner or Tenant must allow a person authorized by the Corporation to enter the Strata Lot to perform regular maintenance of mechanical components including, but not exhaustively, heat pumps. If an Owner or Tenant refuses the Strata Corporation representative access to the Strata Lot, and damage and/or extra expense is incurred as a result of the refusal, that damage and/or expense will be the responsibility of the Owner of the Strata Lot and will be added to the next month's strata fees of the Owner.

2.8 Building Security

- (a) Owners, Tenants and Visitors must not leave open or unlock any outside entrance or exterior fire exit door.
- (b) Owners, Tenants and Visitors must not allow strangers to enter the Building anytime or allow unidentified persons to follow them through the door, including waiting for the garage gate to fully close before driving away.
- (c) Owners, Tenants and Visitors must not make duplicate keys to locks on the Common Property without the permission of the Council.
- (d) All fobs lost or stolen shall be reported to the concierge immediately.
- (e) A fee of \$50.00 per fob applies to any additional or replacement fobs requested by an Owner or Tenant. This fee may be adjusted by Council from time to time without the requirement to amend this Bylaw.
- (f) No soliciting is permitted within the Corporation under any circumstances.

2.9 Security Cameras and Video Surveillance

- (a) The Corporation shall install or maintain and operate a video surveillance system on the Common Property or Limited Common Property of the Corporation, such system including but not limited to video cameras in Common Property or Limited Common Property of the Corporation which transmit and record images of activities on the Common Property or Limited Common Property.
- (b) The Corporation shall collect information through the use of the Corporation's video surveillance system, including but not limited to personal information of persons who pass over the Common Property or Limited Common Property of the

Corporation. Such personal information may include but is not limited to video and still photographic images.

- (c) The Corporation shall collect information through the use of the Corporation's computerized access fob system, including but not limited to personal information of Owners and Tenants. Such personal information includes but is not limited to the name of the individual to whom the fob is issued and dates and times of access by the associated fob to those parts of the building accessed via fob.

2.10 **Hazards and Insurance**

- (a) No one shall place anything in the stairwells/fire escapes or on Common Property.
- (b) No one shall throw or permit to fall out of any window or other part of a Strata Lot or Common Property, including Limited Common Property, any materials or substances, especially burning materials such as cigarettes or matches.
- (c) No one shall obstruct sidewalks, walkways, passages or driveways of the Common Property or use them for any purpose other than ingress or egress from Strata Lots and parking areas.
- (d) An Owner is responsible for any damage to Common Property, including Limited Common Property, or to any Strata Lot caused by a waterbed, appliance or fixture in their Strata Lot.
- (e) Freshly cut Christmas trees are prohibited. Outdoor Christmas lights are permitted after December 1st and before February 1st.
- (f) No one shall do anything that will cause a safety hazard to the Building or Residents, including interfering with proper closure of fire doors by adjusting the door closure, by blocking doors open or by encumbering the hallways, landings or stairways with anything.
- (g) No one shall store, use or dispose of any toxic, explosive, combustible, offensive or hazardous materials (not used for normal household purposes) in any Strata Lot, Locker, Common Property, Limited Common Property or in Common Facilities, including pipes and garbage rooms. Materials that could give off flammable vapours, such as gasoline, solvents, paints (industrial) and the like shall not be stored in a Strata Lot or parking garage. This section does not include a small supply of fuel for gas barbecues.
- (h) No one shall bring or keep firearms or ammunition in a Strata Lot or on Common Property, without prior written approval of Council.
- (i) Everyone shall endeavour to protect the Strata Lots and Common Property from all hazards and shall not do any act or thing or fail or neglect to do any act or thing that would or could present a hazard to a Strata Lot, the Common Property or persons.

- (j) Everyone shall endeavour to prevent the escape of any explosive, combustible, flammable or noxious fumes material from a Strata Lot.
- (k) No one shall do anything that might increase the risk of explosion, fire, water or other damage or the rate of fire insurance premiums on the Building, Common Property, Limited Common Property, Common Facilities or the Building.
- (l) Everyone shall endeavour to conserve the plumbing and electrical systems of the Building. Any damage or blockage to these systems caused by the wrongful act or neglect of an Owner, Tenant or Visitor shall be repaired at the expense of the Owner. No Tenant shall permit a condition to exist within a Strata Lot that will result in the wasting or excessive consumption of domestic water or heating water.

2.11 Garbage

- (a) Every Resident shall remove all ordinary household refuse and garbage from their Strata Lot and deposit it in the garbage receptacles provided. Any materials other than ordinary household refuse and garbage such as furniture, etc., shall be removed from the Common Property at the sole effort and/or expense of the Resident.
- (b) A Resident shall properly bag and secure all garbage before placing it in the garbage receptacles. Recyclable materials shall be placed in the receptacles provided.
- (c) A Resident shall clean up immediately any litter or garbage spilled or dropped on the Common Property.
- (d) No one shall leave, throw or deposit rubbish, garbage, boxes, or anything else anywhere on Common Property, Limited Common Property or the Building.

ARTICLE 3 POWERS AND DUTIES OF STRATA CORPORATION

3.1 Repair and maintenance of property by Corporation

- (a) The Corporation must repair and maintain all of the following:
 - (i) common assets of the Corporation;
 - (ii) Common Property that has not been designated as Limited Common Property;
 - (iii) Limited Common Property, but the duty to repair and maintain it is restricted to
 - (A) repair and maintenance that in the ordinary course of events occurs less often than once a year, and

- (B) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (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 or skylights, on the exterior of a Building or that front on the Common Property;
 - (V) fences, railings and similar structures that enclose patios, balconies and yards;
- (b) 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 and windows 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.

3.2 Acquisition and disposition of personal property

- (a) The Corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the Owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the Corporation, but otherwise only if approved by a resolution passed by a $\frac{3}{4}$ vote at an annual or special general meeting if the personal property has a market value of more than \$10,000.

3.3 Pest Control

- (a) If pests are found in a Strata Lot, the Corporation may retain a pest control company to take action to eradicate such pests. The cost for this will be charged back to the Owner of such Strata Lot.

ARTICLE 4 COUNCIL

4.1 Council Size

- (a) Subject to Section 4.1(b), the Council must have at least 3 and not more than 7 members.
- (b) If the Strata Plan has fewer than 4 Strata Lots or the Corporation has fewer than 4 Owners, all the Owners are on the Council.
- (c) No person may stand for Council or continue to be a member of Council with respect to a Strata Lot if the Corporation has registered a lien against that Strata Lot.

4.2 Council members' terms

- (a) The term of office of a Council member ends at the end of the annual general meeting at which the new Council is elected.
- (b) A person whose term as Council member is ending is eligible for re-election.

4.3 Removing Council member

- (a) Unless all the Owners are on the Council, the Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more Council members. Multiple Council members may be removed at the same meeting, but the Corporation must pass a separate resolution for each Council member to be removed.
- (b) After removing a Council member, the Corporation may hold an election at the same annual or special general meeting to replace the Council member for the remainder of the term. If the Corporation does not do so, Section 4.4 applies to the vacancy.

4.4 Replacing Council member

- (a) If a Council member resigns or is unwilling or unable to act for a period of two (2) or more months, the remaining members of the Council may appoint a replacement Council member for the remainder of the term.
- (b) A replacement Council member may be appointed from any person eligible to sit on the Council.
- (c) 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.
- (d) If all the members of the Council resign or are unwilling or unable to act for a period of two (2) or more months, persons holding at least 25% of the 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.

4.5 **Officers**

- (a) At the first meeting of the Council held after each annual general meeting of the Corporation, the Council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (b) A person may hold more than one office at a time, other than the offices of president and vice president.
- (c) The vice president has the powers and duties of the president:
 - (i) while the president is absent or is unwilling or unable to act; or
 - (ii) for the remainder of the president's term if the president ceases to hold office.
- (d) If an officer other than the president is unwilling or unable to act for a period of two (2) or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

4.6 **Calling Council meetings**

- (a) 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.
- (b) The notice does not have to be in writing.
- (c) A Council meeting may be held on less than one week's notice if
 - (i) all Council members consent in advance of the meeting; or
 - (ii) the meeting is required to deal with an emergency situation, and all Council members either:
 - (A) consent in advance of the meeting; or
 - (B) are unavailable to provide consent after reasonable attempts to contact them.
- (d) The Council must inform Owners about a Council meeting as soon as feasible after the meeting has been called.

4.7 **Quorum of Council**

- (a) A quorum of the Council is
 - (i) 1, if the Council consists of one member,

- (ii) 2, if the Council consists of 2, 3 or 4 members,
 - (iii) 3, if the Council consists of 5 or 6 members, and
 - (iv) 4, if the Council consists of 7 members.
- (b) Council members must be present in person or by any telecommunication or digital medium at the Council meeting to be counted in establishing quorum.

4.8 Council Meetings

- (a) At the option of the Council, Council meetings may be held by any telecommunication or digital medium, so long as all Council members and other participants can communicate with each other.
- (b) If a Council meeting is held by any telecommunication or digital medium, Council members are deemed to be present in person.
- (c) With the consent of Council, Owners may attend Council meetings as observers.
- (d) Despite Section 4.8(c), no observers may attend those portions of Council meetings that deal with any of the following:
 - (i) bylaw contravention hearings under Section 135 of the Act;
 - (ii) rental restriction bylaw exemption hearings under Section 144 of the Act;
 - (iii) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

4.9 Voting at Council Meetings

- (a) At Council meetings, decisions must be made by a majority of Council members present in person or by any telecommunication or digital medium at the meeting.
- (b) If there is a tie vote at a Council meeting, the president may break the tie by casting a second, deciding vote.
- (c) The results of all votes at a Council meeting must be recorded in the Council meeting minutes.

4.10 Council to Inform Owners of Minutes

- (a) The Council shall circulate to, post or provide by electronic or other means for Owners, the minutes of all Council meetings within two (2) weeks of the meeting, whether or not the minutes have been approved.

4.11 Delegation of Council's Powers and Duties

- (a) Subject to Sections 4.11(b) and (d), 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.
- (b) The Council may delegate its spending powers or duties, but only by a resolution that:
 - (i) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
 - (ii) delegates the general authority to make expenditures in accordance with Section 4.11(c).
- (c) A delegation of a general authority to make expenditures must:
 - (i) set a maximum amount that may be spent; and
 - (ii) indicate the purposes for which, or the conditions under which, the money may be spent.
- (d) The Council may not delegate its powers to determine, based on the facts of a particular case:
 - (i) whether a person has contravened a bylaw or rule;
 - (ii) whether a person should be fined, and the amount of the fine; or
 - (iii) whether a person should be denied access to Common Facilities.

4.12 Spending Restrictions

- (a) A person may not spend the Corporation's money unless the person has been delegated the power to do so in accordance with these Bylaws.
- (b) Despite Section 4.12(a), a Council member may spend the Corporation's money to repair or replace Common Property or Common Facilities if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

4.13 Limitation on Liability of Council Member

- (a) 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.
- (b) All acts done in good faith by the Council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of Council, as valid as if the Council member had been duly appointed or had duly continued in office.

- (c) Section 4.13(a) does not affect a Council member's liability, as an Owner, for a judgment against the Corporation.

ARTICLE 5

ENFORCEMENT OF BYLAWS AND RULES

5.1 Maximum fine

- (a) The Corporation may fine an Owner or Tenant a maximum of
 - (i) \$200 for each contravention of a Bylaw, and
 - (ii) \$50 for each contravention of a Rule.
- (b) All expenses incurred by the Corporation, including management fees and legal fees on a solicitor and own client basis, in relation to:
 - (i) imposing a fine against an Owner or Tenant of a Strata Lot;
 - (ii) enforcing a lien against a Strata Lot;
 - (iii) remedying a contravention of the Bylaws or rules by an Owner, Tenant or Visitor of a Strata Lot; and
 - (iv) recovering any monies owing to the Corporation with respect to a Strata Lot including, without limitation:
 - (A) arrears of Strata Fees or a special levy;
 - (B) the Strata Lot's share of a judgment against the Corporation;
 - (C) money spent by the Corporation doing work on or to the Strata Lot in response to a work order from a competent public or local authority;
 - (D) money spent to remedy a contravention of the Bylaws or Rules; and
 - (E) a fine levied against an Owner or Tenant,

are recoverable by the Corporation from the Owner of the applicable Strata Lot, and the Owner must at all times fully indemnify the Corporation in relation to all such expenses, and pay them promptly on demand.

5.2 Continuing Contravention

- (a) If an activity or lack of activity that constitutes a contravention of a Bylaw or Rule continues, without interruption, for longer than seven (7) days, a fine may be imposed every seven (7) days.

ARTICLE 6 ANNUAL AND SPECIAL GENERAL MEETINGS

6.1 Person to Chair Meeting

- (a) Annual and special general meetings must be chaired by the president of the Council.
- (b) If the president of the Council is unwilling or unable to act, the meeting must be chaired by the vice president of the Council.
- (c) 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.

6.2 Participation by Other than Eligible Voters

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

6.3 Voting

- (a) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (b) 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.
- (c) 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.
- (d) 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.

- (e) 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.
- (f) Despite anything in this Section 6.3, an election of Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (g) Each Strata Lot has one vote, to be exercised by an Owner or by proxy. Except on matters requiring a unanimous vote, the vote for a Strata Lot may not be exercised if the Corporation has registered a lien against that Strata Lot under section 116(1) of the Act.
- (h) A proxy given by joint Owners shall be executed by all of them and may be revoked by either of them. An Owner who is a trustee is entitled to exercise the vote for a Strata Lot and the persons beneficially interested may not vote. A proxy purporting to be executed by an Owner will be presumed valid unless challenged at the time of or before it is exercised. The person challenging any such instrument will have the burden of proving to the satisfaction of the chair of the meeting that the instrument is invalid. Any decision of the chair of the meeting in respect of the validity of the instrument will be final unless challenged, in which case, the validity of the proxy will be determined by majority vote.

6.4 Order of Business

- (a) The order of business at annual and special general meetings is as follows:
 - (i) certify proxies and corporate representatives and issue voting cards;
 - (ii) determine that there is a quorum;
 - (iii) elect a person to chair the meeting, if necessary;
 - (iv) present to the meeting proof of notice of meeting or waiver of notice;
 - (v) approve the agenda;
 - (vi) approve minutes from the last annual or special general meeting;
 - (vii) deal with unfinished business;
 - (viii) 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;
 - (ix) ratify any new rules made by the Corporation under section 125 of the Act;
 - (x) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;

- (xi) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
 - (xii) deal with new business, including any matters about which notice has been given under section 45 of the Act;
 - (xiii) elect a Council, if the meeting is an annual general meeting;
 - (xiv) terminate the meeting.
- (b) Despite anything in the Act, if a quorum is not present within 15 minutes from the time appointed for an annual or special general meeting:
- (i) if the meeting was convened by requisition of Owners, the meeting is terminated; or
 - (ii) in any other case, the meeting stands adjourned for a further 15 minutes from the time appointed and, if within 30 minutes from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy will constitute a quorum.

ARTICLE 7

VOLUNTARY DISPUTE RESOLUTION

7.1 Voluntary Dispute Resolution

- (a) A dispute among Owners, Tenants, the Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
 - (i) all the parties to the dispute consent; and
 - (ii) the dispute involves the Act, the regulations, the Bylaws or the rules.
- (b) A dispute resolution committee consists of:
 - (i) one Owner or Tenant of the 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
 - (ii) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (c) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

ARTICLE 8 MARKETING ACTIVITIES BY OWNER DEVELOPER

8.1 Marketing

- (a) An Owner developer who has an unsold Strata Lot may carry on sales functions that relate to its sale.
- (b) An Owner developer may not use a Strata Lot, that they own or rent, as a display lot for the sale of other Strata Lots in the Strata Plan.

ARTICLE 9 PARKING LEASE

9.1 Parking Lease

- (a) Each Owner of a Strata Lot may be entitled to the exclusive use of one or more parking stalls or storage areas located in the parking facility or elsewhere pursuant to a partial assignment of the amended and restated parking/storage area lease (the “**Parking/Storage Area Lease**”) between Onni Main 2009 Development Limited Partnership (the “**Developer**”), as landlord, and Onni Parking Management Services Ltd., as tenant, a copy of which is attached hereto as Schedule A. Pursuant to the Parking/Storage Area Lease, the Corporation will assume all the covenants and obligations of the Developer under the Parking/Storage Area Lease with respect to the Stalls and the Storage Areas (as defined in the Parking/Storage Area Lease), at a time and on terms and conditions determined by the Developer and the Developer may, at its option, cause the Corporation to assume such covenants and obligations in writing.

ARTICLE 10 BICYCLES, STORAGE, PARKING AND BARBEQUES

10.1 Bicycles

- (a) No bicycles are to be kept on the Balconies, instead, they will be stored within the Owner’s designated Locker, the designated general bicycle storage area or such other area as may be prescribed by the Council. All bicycles must enter the Building by way of the vehicle entry to the parking garage only.
- (b) Bicycles found on Common Property outside of the designated bicycle storage areas will be removed and impounded. Bicycles not claimed after thirty (30) days may be sold at the Corporation’s discretion, after a notice seeking to identify the bicycle owner has been posted in the mailroom for seven (7) days. A fine of \$50.00 will be paid to the Corporation for the return of an impounded bicycle.

- (c) Skateboarding, rollerblading or roller skating is not permitted on any Common Property of the Strata Plan.
- (d) The Corporation assumes no responsibility for bicycles stored in any of the designated bicycle storage areas.
- (e) Only one bicycle is permitted per slot in the designated bicycle storage areas.

10.2 **Storage**

- (a) Any Owner or Tenant of a Strata Lot or Visitor of any Owner or Tenant, that leaves any item anywhere on or in the Common Property or on any Limited Common Property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the Corporation by anyone that is an insured under that policy.

10.3 **Parking**

- (a) An Owner or Tenant of a Strata Lot must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the Council. Motor vehicles not bearing current license plates must provide a copy of valid storage insurance (for a minimum of \$1,000,000.00 liability).
- (b) An Owner of a Strata Lot will not:
 - (i) use, or permit any Tenant or Visitor of his or her Strata Lot to use, any parking space in the Building or on the Common Property or on any Limited Common Property, except the parking space which has been specifically assigned to his or her Strata Lot, a parking space lease by the Owner or, when specifically agreed with another Owner, the parking space assigned to the Strata Lot of that other Owner;
 - (ii) carry out, or permit any Tenant or Visitor of his or her Strata Lot 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, except in the case of emergency;
 - (iii) rent or lease the parking space assigned by the Corporation to his or her Strata Lot or otherwise permit that parking space to be regularly used by anyone that is not a Resident of the Building;
 - (iv) park, or permit any Tenant or Visitor of his or her Strata Lot to park any vehicle, in a manner which will reduce the width of the garage roadway or ramp or any roadway on the Common Property or any Limited Common Property; and

- (v) use, or permit any Tenant or Visitor of his or her Strata Lot to use, any part of the Common Property (other than established storage rooms or Lockers) for storage, without the written consent of the Council.
- (c) The Corporation may remove any items stored in an Owner's parking space and any costs incurred doing so shall be assessed against the associated Strata Lot.
- (d) An Owner or Tenant of a Strata Lot must promptly and at its own expense clean up and oil or other substance which spills or leaks onto the Common Property. Owners of vehicles causing oil or other substance staining shall at the Corporation's notice, clean up the stain. Should the owner fail to do so within seven (7) days of such notice, the Corporation will have the stain cleaned up and the cost of such clean-up will be charged back to the Strata Lot. If a vehicle repeatedly leaks oil or any other substance, the Corporation may require that the vehicle be removed from the Common Property or Limited Common Property until it is adequately repaired.
- (e) A parking space which has been assigned to a Strata Lot may be used for the parking up to one vehicle and/or one motorcycle. Any motorcycle must be parked in front or behind the vehicle without any part of the motorcycle or vehicle protruding from the designated parking space and into Common Property.
- (f) At the discretion and direction of the concierge, vehicles found in unauthorized areas will be removed immediately, without notice, at the vehicle owner's sole expense.
- (g) An Owner or Tenant who finds an unauthorized vehicle parked in his assigned parking space and wishes to have it towed, must contact the concierge, who will in turn contact the towing company to have the vehicle removed at the vehicle owner's sole expense.
- (h) No person shall operate a vehicle over the speed of 10 kilometers per hour on the Common Property.
- (i) No person shall wash a vehicle on Common Property or Limited Common Property.
- (j) No one shall use an electrical outlet situate on the Common Property including Limited Common Property and the parkade for the purpose of charging an electric vehicle, unless advance written approval has been given by the Corporation. Such advance written approval may be on terms conditions acceptable to the Corporation.

10.4 **Visitor Parking**

- (a) Designated visitor parking stalls may only be used by Visitors of Owners or Tenants, or by tradespeople who are providing a service to an Owner or Tenant or the Corporation. The definition of "resident" for the purposes of this Section 10.4 is a Resident that lives either full or part time at the Building.

- (b) A Resident's personal vehicle must not be parked in the designated visitor parking stalls for any reason, at any time.
- (c) Parking permits issued by the Corporation must be placed on the dashboard of the visiting vehicle with the pass number visible.
- (d) A maximum of one visitor parking permit will be issued to each Strata Lot. Visitor parking permits remain the property of the Corporation.
- (e) No one may park in a designated visitor parking stall designated as "handicapped" without displaying a valid disabled persons parking permit and a Central parking permit, as set out in Section 10.4(c).
- (f) Lost or stolen visitor parking permits must be reported immediately to the concierge and a charge of \$50.00 per parking permit will be levied for a replacement of the lost or stolen parking permit. This fee may be adjusted by Council from time to time without the requirement to amend this Bylaw. If more than one vehicle is found in the designated visitor parking stalls with parking permits bearing the same Strata Lot number, all vehicles will be towed;
- (g) Visitors will not park a motor home, trailer, tractor, boat or equipment of any kind in a visitor parking space.
- (h) Visitor's pets must not be left in vehicles at any time.
- (i) Visitor parking shall be limited to a maximum duration of twelve hours, unless prior approval is arranged with the concierge. No vehicle may make use of a designated visitor parking stall for more than three (3) consecutive days. Furthermore, no vehicle may make use of a designated visitor parking stall for more than seven (7) days in any calendar month. Each Strata Lot shall be entitled to have a Visitor park overnight three (3) nights in each calendar month, unless prior approval has been obtained from the Council through the Property Manager.
- (j) All overnight parking must be registered with the concierge staff and be issued a temporary overnight visitor parking pass to be displayed on the vehicle dashboard.
- (k) Repeated violations of Section 10.4 may result in suspension of a Strata Lot's visitor parking privileges.
- (l) Vehicles not displaying a valid visitor's parking permit or otherwise not permitted in a designated visitor parking stall will be towed at the vehicle owner's expense.

10.5 **Barbecues**

- (a) Barbecuing is permitted on the Balconies of each Strata Lot, provided it is conducted in safe manner and does not create a nuisance to other residents.
- (b) Only propane or electric barbecues are permitted.

- (c) All propane tank valves must be left in the “off” position when not in use, or when being carried through the Common Property.
- (d) Barbecuing equipment must be kept cleaned to reduce smoke and odors, maintained in an orderly appearance and propane tanks must be stored outdoors on Balconies, and not in Lockers.

ARTICLE 11 MOVE IN / MOVE OUT

11.1 Moves

- (a) An appointment for a Move-in or Move-out time must be made with the concierge. A move in/out form with the concierge must be completed by each Resident completing a Move before an appointment can be made. By signing this form, the individual concerned acknowledges the rules that apply to move ins/outs and agrees to comply with these Bylaws.
- (b) A minimum of 48 hours’ notice must be given to the concierge, prior to any Move.
- (c) Unless otherwise consented to by Council, Move-ins and Move-outs may only occur between the hours of 9:00 a.m. and 8:00 p.m., with no booking starting later than 5:00 p.m. Moves must be finished by 8:00 p.m.
- (d) Full instructions for the operation of the Move will be given by the concierge and must be followed.
- (e) Owners will be responsible for any Tenant in their Strata Lot completing a Move and will be responsible for any damage to the Common Property caused by the same.
- (f) All moves in and out of Central require a fee of \$200 to be paid to the Strata Corporation in advance of the move.
- (g) A refundable cash or cheque damage deposit of \$250.00 must be paid to the Strata Corporation, care of the Concierge before permission to Move will be given.
- (h) Elevator mats and pads must be installed to protect the elevator when moving any furniture.
- (i) The concierge and the moving party will make a before and after inspection of the area through which the Move will take place. The cost to repair any damage that occurs as a result of that Move will be charged back to the related Strata Lot. The cost of repairing such damage will be deducted from the aforementioned damage deposit. Damage in excess of the deposit will be charged to the Strata Lot.
- (j) During a Move, all lobby doors, and secure doors (ie. P1 entrance) must remain closed and locked when unattended.

- (k) Prior to the commencement of a Move-in, and without exception, the concierge must have the following in his possession:
 - (i) A completed Resident's information form;
 - (ii) A copy of a completed Form K if the new Resident is a Tenant;
 - (iii) A signed receipt indicating they have received and reviewed the Bylaws and Rules (if any) of the Corporation; and
 - (iv) The refundable \$250 deposit.
- (l) Prior to the commencement of a Move-out, and without exception, the concierge must have the refundable \$250 deposit.

ARTICLE 12 RENTALS

12.1 Rentals

- (a) Before any Tenant may Move into or occupy any Strata Lot, the Owner will deliver or cause to be delivered to the Corporation (i) a "Form K – Notice of Tenant's Responsibilities" in the form set out in the Strata Property Act, signed by the Tenant; and (b) a true and complete copy of every written tenancy agreement (as defined in the Act). Failure to provide the foregoing will result in an Owner being fined \$200.00 per month until the Form "K" is submitted, regardless of whether the Tenant is still an occupant of the Strata Lot.
- (b) An Owner will advise the Property Manager in writing of the time and date that any Tenant intends to move in or out or occupy any Strata Lot, at least seven (7) days in advance and will make arrangements with the Property Manager of the Building to co-ordinate any such Move in accordance with Section 11.1.

ARTICLE 13 SELLING OF STRATA LOTS

13.1 Selling of Strata Lot

- (a) An Owner of a Strata Lot, when selling his or her Strata Lot, will not permit "For Sale" signs to be placed on or about the Common Property except on the signage board located adjacent to the entrance to the building which is designated for such purpose.
- (b) An Owner of a Strata Lot, when selling his or her Strata Lot, will not hold or permit to be held, any public open house except in the matter prescribed by the Council. One open house for agents will be allowed per listing. Unless the Council otherwise prescribes, all showings must be by appointment only.

Potential buyers shall be escorted to and from the Strata Lot by the Owner or their agent.

ARTICLE 14 COMMON ASSETS

14.1 Meeting Room

- (a) For the purposes of this Section, "Meeting Room" shall mean the conference room located on the 11th floor of the Building.
- (b) The Meeting Room can be booked as follows:
 - (i) By an Owner or Tenant;
 - (ii) Between 9:00 a.m. to 11:00 p.m.; and
 - (iii) For a maximum of 4 (four) hours.
- (c) The rental fee for the Meeting Room shall be \$20 per booking. An overtime fee of \$20 will apply if the Meeting Room is not vacated within 30 minutes of the end of the booked time frame and an additional \$20 overtime fee will apply for every hour thereafter. If after the first overtime hour the room is not vacated, the Owner or Tenant who made the original room booking may also have their booking privilege revoked for a period of three (3) months. These fees may be adjusted by Council from time to time without the requirement to amend this Bylaw.
- (d) A refundable cash damage deposit of \$200.00 must be paid to the concierge before permission to book the Meeting Room will be given. Such damage deposit will be returned, subject to any deductions made pursuant to Section 14.1(e).
- (e) The concierge and the Owner or Tenant who made the booking will make a before and after inspection of the Meeting Room. The cost of repairing any damage that occurs as a result of the use of the Meeting Room will be deducted from the aforementioned damage deposit and any damage in excess of such damage deposit will be charged to the Strata Lot. The Meeting Room must be left in the same state as it was in at the time of the inspection by concierge (for example, all decorations, confetti, garbage bags, food and beverages and any other items must be removed and all surfaces and flooring must be cleaned). The cost of any cleaning done as a result of the use of the Meeting Room will be deducted from the aforementioned damage deposit and any damage in excess of such damage deposit will be charged to the Strata Lot.
- (f) Cancellation of the booking of the Meeting Room must be received by the concierge in writing within 48 hours prior to the scheduled booking or a cancellation fee of \$25 will apply. This fee may be adjusted by Council from time to time without the requirement to amend this Bylaw.
- (g) No Owner, Tenant or Visitor shall do the following in the Meeting Room:

- (i) smoke or vape ;
 - (ii) allow pets inside the Meeting Room, other than assistance animals; or
 - (iii) consume alcohol, unless the person consuming the alcohol is 19 years of age or older.
- (h) Visitors shall be escorted to and from the Meeting Room by the Owner, Tenant or their agent.
- (i) The maximum number of persons allowed to occupy the Meeting Room at any time is not to exceed ten (10).
- (j) All music and noise in the Meeting Room is to cease at 11:00 p.m.
- (k) Any contravention of this Section 14.1 may result in the cancellation of the Strata Lots access and privileges to use the Common Facilities for a period of up to three (3) months.
- (l) The Meeting Room may not be booked more than three (3) months in advance.

14.2 Dining Lounge Room

- (a) For the purposes of this Section, “Dining Lounge Room” shall mean the dining lounge room located on the 15th floor of the Building.
- (b) The Dining Lounge Room may only be booked by an Owner or Tenant.
- (c) The Dining Lounge Room can be booked as follows:
- (i) 11:00 a.m. to 4:00 p.m. from Sunday to Thursday; or
 - (ii) 6:00 p.m. to 9:00 p.m. from Sunday to Thursday; or
 - (iii) 11:00 a.m. to 4:00 p.m. on Friday and Saturday; or
 - (iv) 6:00 p.m. to 11:00 p.m. on Friday and Saturday.
- (d) The rental fee for the Dining Lounge Room shall be \$50 per booking. An overtime fee of \$50 will apply if the Dining Lounge Room is not vacated within 30 minutes of the end of the booked time frame and an additional \$50 overtime fee will apply for every hour thereafter. If after the first overtime hour the room is not vacated, the Owner or Tenant who made the original room booking may also have their booking privilege revoked for a period of three (3) months. These fees may be adjusted by Council from time to time without the requirement to amend this Bylaw.
- (e) A refundable cash damage deposit of \$200.00 must be paid to the concierge before permission to book the Dining Lounge Room will be given. Such damage deposit will be returned, subject to any deductions made pursuant to Section 14.2(f).

- (f) The concierge and the Owner or Tenant who made the booking will make a before and after inspection of the Dining Lounge Room and the adjoining outdoor terrace. The cost of repairing any damage that occurs as a result of the use of the Dining Lounge Room and the adjoining outdoor terrace will be deducted from the aforementioned damage deposit and any damage in excess of such damage deposit will be charged to the Strata Lot. The Dining Lounge Room and the adjoining outdoor terrace must be left in the same state as it was in at the time of the inspection by concierge (for example, all decorations, confetti, garbage bags, food and beverages and any other items must be removed and all surfaces and flooring must be cleaned). The cost of any cleaning done as a result of the use of the Dining Lounge Room and the adjoining outdoor terrace will be deducted from the aforementioned damage deposit and any damage in excess of such damage deposit will be charged to the Strata Lot.
- (g) Cancellation of the booking of the Dining Lounge Room must be received by the concierge in writing within 48 hours prior to the scheduled booking or a cancellation fee of \$25 will apply. This fee may be adjusted by Council from time to time without the requirement to amend this Bylaw.
- (h) No Owner, Tenant or Visitor shall do the following in the Dining Lounge Room or the adjoining outdoor terrace:
 - (i) Smoke or vape;
 - (ii) allow loud music to be played on the adjoining outdoor terrace;
 - (iii) allow glass on the adjoining outdoor terrace;
 - (iv) allow pets inside the Dining Lounge Room or the adjoining outdoor terrace, other than assistance animals; or
 - (v) consume alcohol, unless the person consuming the alcohol is 19 years of age or older.
- (i) Visitors shall be escorted to and from the Dining Lounge Room by the Owner, Tenant or their agent.
- (j) The maximum number of persons allowed to occupy the Dining Lounge Room at any time is not to exceed forty (40).
- (k) All music and noise in the Dining Lounge Room is to cease at 11:00 p.m.
- (l) Any contravention of this Section 14.2 may result in the cancellation of the Strata Lots access and privileges to use the Common Facilities for a period of up to three (3) months.
- (m) The Dining Lounge Room may not be booked more than three (3) months in advance.
- (n) If using the barbeque on the adjoining outdoor terrace:

- (i) never leave the barbeque unattended at any time;
 - (ii) make sure the gas supply valve is turned off;
 - (iii) turn off the barbeque when done cooking by turning the control knobs to off;
 - (iv) clean up the barbeque grates of any dirt and left over food debris; and
 - (v) in case of suspicion of gas leaks, notify the concierge immediately.
- (o) If there is no booking in the Dining Lounge Room, the Dining Lounge Room and the adjoining outdoor terrace can be accessed as follows:
- (i) 6:00 a.m. to 8:00 p.m. from October 1 to March 31; and
 - (ii) 6:00 a.m. to 9:00 p.m. from April 1 to September 31.
- (p) If there is no booking in the Dining Lounge Room, the Dining Lounge Room and the adjoining outdoor terrace can be accessed by any Owner or Tenant and up to five (5) Visitors.

14.3 Theatre Room

- (a) For the purposes of this Section, "Theatre Room" shall mean the theatre room located on the 11th floor of the Building.
- (b) The Theatre Room can be booked as follows:
 - (i) By an Owner or Tenant;
 - (ii) Between 9:00 a.m. to 11:00 p.m.; and
 - (iii) For a maximum of 4 (four) hours.
- (c) The rental fee for the Theatre Room shall be \$20 per booking. An overtime fee of \$20 will apply if the Theatre Room is not vacated within 30 minutes of the end of the booked time frame and an additional \$20 overtime fee will apply for every hour thereafter. If after the first overtime hour the room is not vacated, the Owner or Tenant who made the original room booking may also have their booking privilege revoked for a period of three (3) months. These fees may be adjusted by Council from time to time without the requirement to amend this Bylaw.
- (d) A refundable cash damage deposit of \$200.00 must be paid to the concierge before permission to book the Theatre Room will be given. Such damage deposit will be returned, subject to any deductions made pursuant to Section 14.1(e).
- (e) The concierge and the Owner or Tenant who made the booking will make a before and after inspection of the Theatre Room. The cost of repairing any damage that occurs as a result of the use of the Theatre Room will be deducted

from the aforementioned damage deposit and any damage in excess of such damage deposit will be charged to the Strata Lot. The Theatre Room must be left in the same state as it was in at the time of the inspection by concierge (for example, all decorations, confetti, garbage bags, food and beverages and any other items must be removed and all surfaces and flooring must be cleaned). The cost of any cleaning done as a result of the use of the Theatre Room will be deducted from the aforementioned damage deposit and any damage in excess of such damage deposit will be charged to the Strata Lot.

- (f) Cancellation of the booking of the Theatre Room must be received by the concierge in writing within 48 hours prior to the scheduled booking or a cancellation fee of \$25 will apply. This fee may be adjusted by Council from time to time without the requirement to amend this Bylaw.
- (g) No Owner, Tenant or Visitor shall do the following in the Theatre Room:
 - (i) Smoke or vape;
 - (ii) allow pets inside the Theatre Room, other than assistance animals; or
 - (iii) consume alcohol, unless the person consuming the alcohol is 19 years of age or older.
- (h) Visitors shall be escorted to and from the Theatre Room by the Owner, Tenant or their agent.
- (i) The maximum number of persons allowed to occupy the Theatre Room at any time is not to exceed twelve (12).
- (j) All music and noise in the Theatre Room is to cease at 11:00 p.m.
- (k) Any contravention of this Section 14.3 may result in the cancellation of the Strata Lots access and privileges to use the Common Facilities for a period of up to three (3) months.
- (l) The Theatre Room may not be booked more than three (3) months in advance.

14.4 **Games Room**

- (a) For the purposes of this Section, "Games Room" shall mean the games room located on the 11th floor of the Building.
- (b) The Games Room may only be booked by an Owner or Tenant.
- (c) The Games Room can be booked as follows:
 - (i) 11:00 a.m. to 5:00 p.m.; or
 - (ii) 5:00 p.m. to 11:00 p.m.

- (d) The rental fee for the Games Room shall be \$50 per booking. An overtime fee of \$50 will apply if the Games Room is not vacated within 30 minutes of the end of the booked time frame and an additional \$50 overtime fee will apply for every hour thereafter. If after the first overtime hour the room is not vacated, the Owner or Tenant who made the original room booking may also have their booking privilege revoked for a period of three (3) months. These fees may be adjusted by Council from time to time without the requirement to amend this Bylaw.
- (e) A refundable cash damage deposit of \$200.00 must be paid to the concierge before permission to book the Games Room will be given. Such damage deposit will be returned, subject to any deductions made pursuant to Section 14.2(f).
- (f) The concierge and the Owner or Tenant who made the booking will make a before and after inspection of the Games Room. The cost of repairing any damage that occurs as a result of the use of the Games Room will be deducted from the aforementioned damage deposit and any damage in excess of such damage deposit will be charged to the Strata Lot. The Games Room must be left in the same state as it was in at the time of the inspection by concierge (for example, all decorations, confetti, garbage bags, food and beverages and any other items must be removed and all surfaces and flooring must be cleaned). The cost of any cleaning done as a result of the use of the Games Room will be deducted from the aforementioned damage deposit and any damage in excess of such damage deposit will be charged to the Strata Lot.
- (g) Cancellation of the booking of the Games Room must be received by the concierge in writing within 48 hours prior to the scheduled booking or a cancellation fee of \$25 will apply. This fee may be adjusted by Council from time to time without the requirement to amend this Bylaw.
- (h) No Owner, Tenant or Visitor shall do the following in the Games Room:
 - (i) Smoke or vape;
 - (ii) allow pets inside the Games Room, other than assistance animals; or
 - (iii) consume alcohol, unless the person consuming the alcohol is 19 years of age or older.
- (i) Visitors shall be escorted to and from the Games Room by the Owner, Tenant or their agent.
- (j) The maximum number of persons allowed to occupy the Games Room at any time is not to exceed sixty (60).
- (k) All music and noise in the Games Room is to cease at 11:00 p.m.
- (l) Any contravention of this Section 14.4 may result in the cancellation of the Strata Lots access and privileges to use the Common Facilities for a period of up to three (3) months.

- (m) The Games Room may not be booked more than three (3) months in advance.

14.5 Severability

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

14.6 Insurance Indemnification

- (a) If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy.
- (b) For clarity and without limiting the generality of the word “**responsible**” as interpreted by the courts or a tribunal in connection with section 158(2) of the Act, an owner is, under bylaw 14.6(a), responsible for:
 - (i) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner’s tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees);
 - (ii) any loss or damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner’s strata lot or limited common property designated for the exclusive use of such owner’s strata lot, including anything arising from any of the following:
 - A. dishwasher;
 - B. refrigerator with ice/water dispensing capabilities;
 - C. garburator;
 - D. washing machine;
 - E. toilets, sinks, bathtubs;

- F. dedicated plumbing related pipes and fixtures, that solely service a strata lot and do not form part of the common property;
 - G. fireplaces;
 - H. exhaust fans and humidifiers/dehumidifiers;
 - I. anything introduced into the strata lot by the owner;
 - J. any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
 - K. any pets residing in or visiting at the owner's strata lot;
 - L. any person residing in or visiting at the owner's strata lot; and
 - M. barbecues or smokers; and
- (iii) legal costs incurred in relation to defending any claim against the strata corporation, and/or prosecuting any claim made against the owner, such indemnity to be on a solicitor and client basis, including disbursements, expenses, taxes, filing and/or Court fees, all on a full indemnity basis.
- (c) For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the strata insurance proceeds received by the strata corporation and will be charged to the owner.