



STRATA PLAN EPS7443 MIDTOWN CENTRAL

BYLAWS

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MIDTOWN CENTRAL BYLAWS**

Amendments:

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Unless otherwise stated, all terms used herein that are defined in the *Strata Property Act*, S.B.C. 1998, c.43 (the "Act"), as amended from time to time, shall have the same meanings herein as in the Act.

These bylaws bind the strata corporation, and the owners, tenants, employees and occupants of the strata lots to the same extent as if the bylaws had been signed by each such party and contained covenants on the part of each such party with each of the other parties to observe and perform the provisions of these bylaws.

For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and, unless the context requires otherwise, includes non-resident owners of strata lots.

The Schedule of Standard Bylaws in the Act does not apply to the strata corporation.

PART 1 - DUTIES OF OWNERS AND RESIDENTS OF ALL STRATA LOTS

1.1 Payment of Strata Fees

1.1.1 An owner must pay strata fees and/or section fees to the strata corporation on or before the first day of the month to which the strata fees relate. The strata fees and section fees will be made up of the fees owing to the strata corporation as set out in the approved budget.

1.1.2 If an owner is late in paying his or her strata fees or section fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum compounded annually and calculated on a monthly basis, commencing from the date the payment was due, and continuing until the last day of the month in which it is paid. In addition to interest, failure to pay strata fees when due will result in a fine of \$50 for each contravention of bylaw 1.1.1.

1.1.3 An owner must provide the strata corporation or its agent with 12 consecutive monthly post-dated cheques for strata fees and section fees for the fiscal year of the strata corporation dated as of the first day of each month, or if applicable, written authorization for monthly automatic debit from the owner's bank account. An owner will be charged a fine of \$50 for any dishonoured cheques as well as a \$50 administration fee for each dishonoured cheque.

1.1.4 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.

1.1.5 Where an owner fails to pay a special levy in accordance with bylaw 1.1.4, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum compounded annually and calculated on a monthly basis, commencing from the date the payment was due, and continuing until the last day of the month in which it is paid. In addition to interest, failure to pay a special levy on the due date will result in a fine of \$50 for each contravention of bylaw 1.1.4.

1.2 Sections

1.2.1 The owners of all the non-residential strata lots, being strata lots 1 and 2, will form a separate section within the strata corporation (the "Commercial Section") bearing the name "Section 1 of The Owners, Strata Plan EPS7443".

1.2.2 The owners of all the residential strata lots, being strata lots 3 to 37 inclusive, will form a separate section within the strata corporation (the "Residential Section") bearing the name "Section 2 of The Owners, Strata Plan EPS7443".

1.2.3 Each of the Commercial Section and the Residential Section shall have the powers and duties specified in the Act, as amended from time to time.

1.2.4 Any entrance ways which are for the exclusive use of either separate section will be designated as limited common property for strata lots in the applicable section and therefore access to each section will be limited to their respective strata lot owners so that the common areas in each (such as any recreation and storage areas in the Residential Section and entrances, lobbies, corridors, utility rooms, elevators and other common areas in each section) will be for the exclusive use of all of the owners of the strata lots within the Residential Section or the Commercial Section, as applicable.

1.2.5 The executive of each section will prepare an annual budget of section expenses which shall be approved at the annual general meeting of that section.

1.2.6 The owners of each section shall pay, and the strata corporation shall collect, section fees payable in accordance with the annual budget of the section, together with strata corporation fees payable under the annual budget of the strata corporation.

1.2.7 Upon receipt each month of section and strata corporation fees from the owners, the strata corporation will deposit into separate accounts, the portions of such fees which are respectively applicable to the strata corporation operating fund, the strata corporation contingency reserve fund, the Residential Section operating fund, the Residential Section contingency reserve fund, the Commercial Section operating fund and the Commercial Section contingency reserve fund.

1.2.8 Special levies approved by a section will be payable by the owners in such section to the strata corporation, which will pay such special levy into the operating fund or the contingency reserve fund of such section, as appropriate.

1.2.9 At the request of a section, the strata corporation will register a lien against an owner's strata lot if that owner has not paid section fees or a special levy to the strata corporation by the due date thereof in accordance with these bylaws.

12.10 A separate section of the strata corporation may:

- (a) purchase, hire or otherwise acquire personal property for use by the owners in the separate section in connection with their enjoyment of the limited common property appurtenant to the separate section or to strata lots within the separate section or other assets of the separate section;

- (b) make such rules and regulations as it may consider necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the limited common property appurtenant to the separate section or to strata lots within the separate section, or other assets of the separate section;
- (c) do all things necessary for the enforcement of the rules and regulations of the separate section, and for the control, management and administration of the limited common property appurtenant to the separate section or to strata lots within the separate section, or other assets of the separate section generally, including removing privileges in use of certain facilities or fixing and collecting fines for contravention of the rules or regulations;
- (d) make an agreement with any occupier or tenant of the strata lot within the separate section for the provision of amenities or services by it to that strata lot;
- (e) make an agreement with the owners in any other separate section in connection with the joint use of any facilities which are designated in the strata plan as being limited common property appurtenant to the separate section or to any other separate section; and
- (f) grant to an occupier or tenant of a strata lot within the separate section the right to exclusive use and enjoyment of limited common property appurtenant to the separate section or special privileges in respect thereof, such a grant to be determinable on reasonable notice, unless the separate section by unanimous resolution otherwise resolves.

1.3 Repair and Maintenance of Property by Owner

1.3.1 An owner must repair and maintain the owner's strata lot except for repair and maintenance that is the responsibility of the strata corporation, or the section in which the strata lot is included under these bylaws.

1.3.2 A owner, tenant or occupant must only permit licensed and qualified plumbers, electricians and other trades to carry out electrical, plumbing or other work in a strata lot and the strata corporation may demand evidence of compliance with the foregoing and, if requested, the owner, tenant or occupant will provide such evidence.

1.3.3 A owner, tenant or occupant must ensure that any maintenance or alteration of a strata lot that affects the building security system or the fire sprinkler system will be carried out by the company retained by the strata corporation to maintain the security and/or fire system.

1.3.4 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, or the section in which the strata lot is included under these bylaws.

1.4 Use of Property

1.4.1 A owner, tenant, occupant or visitor must not use a strata lot in the Residential Section, the common property or common assets in a way that:

- (a) causes a nuisance, disturbance or hazard to another person;

- (b) causes unreasonable or repetitive noise;
- (c) results in excessive or disproportionate use of the common property or common facilities;
- (d) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
- (e) is illegal, immoral or injurious to the reputation of the building; or
- (f) is contrary to a purpose for which the strata lot, common property or limited common property, as the case may be, are intended to be used as shown expressly or by necessary implication on or by the strata plan.

1.4.2 A owner, 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 the Act.

1.4.3 When the purpose for which a strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner, tenant or occupant shall not use his or her strata lot for any other purpose or permit it to be so used.

1.4.4 An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.

1.4.5 An owner of a strata lot in the Residential Section will not install hard floor surfaces such as hardwood floors or tile in his or her strata lot without the prior written consent of the strata corporation, such consent not to be unreasonably withheld. The strata corporation may require the owner of such strata lot, when installing hard floor surfaces, to install sound dampening material or other sound dampening measures.

1.4.6 An owner shall indemnify and save harmless the strata corporation and sections from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's acts, omission, negligence or carelessness or by that of any owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy carried by the strata corporation or section, as applicable and as the case may be. In such circumstances any insurance deductible paid or payable by the strata corporation or section shall be considered an expense not covered by the proceeds received by the strata corporation or section as insurance coverage and will be charged to the owner.

1.5 Inform Strata Corporation

1.5.1 Within two 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.

1.5.2 Prior to a tenant occupying a strata lot, the owner must cause the tenant to inform the strata corporation of his or her name and to complete and deliver to council a Notice of Tenant Responsibilities (Form K).

1.5.3 On request by the strata corporation, a tenant must inform the strata corporation of the tenant's name and the strata lot which the tenant occupies.

1.6 Obtain Approval Before Altering a Strata Lot

1.6.1 An owner of a strata lot within the Commercial Section may alter a strata lot within the Commercial Section provided that:

- (a) all alterations are undertaken and completed in accordance with any bylaws or other applicable laws of any governmental authority, including the City of Vancouver; and
- (b) prior to commencing such alterations, the owner must agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation and Commercial Section for any future costs in connection with the alterations.

1.6.2 An owner of a strata lot within the Residential Section must obtain the written approval of the strata corporation before making or authorizing 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) anything attached to the exterior of a building;
- (d) doors or windows on the exterior of a building or that front on the common property;
- (e) fences, railings or similar structures to enclose a patio, balcony or terrace;
- (f) the finishing surface of the patio, balcony or terrace (including any paver stones or granite);
- (g) common property located within the boundaries of a strata lot;
- (h) parts of the strata lot which the strata corporation must insure under the Act including, without limitation, fixtures and life safety systems installed by the owner developer as part of the original construction of a strata lot.

1.6.3 The strata corporation or section must not unreasonably withhold its approval under bylaw 1.6.2, but may require as a condition of approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation and section for any future costs in connection with the alteration.

1.6.4 An owner intending to apply to the strata corporation or section for permission to alter a strata lot must submit, in writing, detailed plans and a written description of the intended alteration.

1.6.5 Subject to bylaw 6.6 below, an owner must not do, or permit any occupant of his or her strata lot or any visitor, employee, agent or invitee of the owner, tenant or occupant to do, any act, or alter, or permit any occupant of his strata lot or any visitor, employee, agent or invitee

of the owner, tenant or occupant to alter, the strata lot in any manner which, in the opinion of the council, will alter the exterior appearance of the building. For clarity, the foregoing will not restrict or prevent the owner or occupant of a strata lot in the Commercial Section from installing signage, awnings, equipment, works or other materials as may be permitted pursuant to bylaw 6.6.

1.6.6 Any alterations to a strata lot within the Residential Section must be confined to the hours set out in the City of Vancouver noise control bylaw and any weekend work must be approved in advance by the strata corporation.

1.6.7 An owner, tenant or occupant of a strata lot in the Residential Section must notify the strata corporation in advance of any requirements for access, elevator use, protection and padding.

1.6.8 An owner must cause any contractor undertaking any alterations to take out and maintain minimum liability insurance coverage of not less than \$2,000,000.

1.7 Obtain Approval Before Altering Common Property

1.7.1 Subject to bylaw 1.7.3, an owner must obtain the written approval of the strata corporation and the section in which the strata lot is located before making an alteration to common property, including limited common property, or common assets; provided that alterations to common property, including limited common property, of the strata lot, or of the section in which it is located, that are permitted under any easements registered against the common property of the Strata Corporation or that are not structural and do not affect building systems used by the other section shall only require the approval of the applicable section.

1.7.2 The strata corporation or section, as the case may be, may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.

1.7.3 An owner of a strata lot in the Commercial Section will not be required to obtain approval of the strata corporation or the Commercial Section to undertake any work, repair, maintenance or otherwise exercise any easement or similar rights granted to the strata lots in the Commercial Section pursuant to any easements or other similar agreements provided that in exercising such rights, the owner complies with the terms and conditions of such agreements and all applicable laws.

1.8 Permit Entry to Strata Lot

1.8.1 An owner, occupant or visitor must allow a person authorized by the section in which the strata lot is located or 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:
 - (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata

corporation or section to repair, replace, renew and maintain under these bylaws or insure under the Act; and

- (ii) to ensure compliance with the Act and the bylaws.

1.8.2 The notice referred to in subsection 1.8.1(b) must include the date and approximate time of entry, and the reason for entry.

1.8.3 In the event of an emergency and if the strata corporation or section is unable to contact the owner of the strata lot, the strata corporation or section may force entry into the strata lot and the owner may be responsible for all costs of forced entry incurred by the strata corporation or section.

1.8.4 In exercising its rights under this bylaw, the strata corporation or section will not unreasonably interfere with the operation of any owner, tenant or occupant of a strata lot in the Commercial Section.

1.9 Compliance with Bylaws

1.9.1 An owner, occupant or visitor must comply strictly with these bylaws and with any rules adopted by the strata corporation or section applicable to such owner from time to time.

1.10 Pets

1.10.1 Neither an owner nor occupant of a strata lot in a Residential Section nor any of his or her visitors shall:

- (a) keep any animals or pets (collectively a "Pet") in or about the strata lot or limited common property for that strata lot other than one or more of the following, which must be kept in accordance with any bylaws or other applicable laws of any governmental authority, including the City of Vancouver:
 - (i) a reasonable number of fish or other small aquarium animals;
 - (ii) a reasonable number of small caged animals;
 - (iii) a reasonable number of cats and dogs, not to exceed two dogs, two cats, or one dog and one cat, provided that all dogs are under 65 pounds in weight per strata lot;
- (b) permit any Pet on the common property, limited common property of the Residential Section, or on land which is a common asset, unless such Pet is leashed and accompanied by an adult person; it will be the responsibility of the owner to pay for the cost of repair or clean-up of any common property or common asset which is damaged, destroyed or soiled by the owner's Pet;
- (c) permit any Pet to urinate or defecate on the common property or on any limited common property of the Residential Section or Commercial Section, and if any pet does urinate or defecate on common property or on any limited common property, the owner, tenant or occupant will immediately and completely remove all of his or her Pet's waste from the common property or limited common property, as the

case may be, and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation, any special cleaning is required as a result of the Pet urinating or defecating, the owner, tenant or occupant will pay all costs of such special cleaning;

- (d) harbour any exotic pets, including but not limited to, snakes, reptiles, arthropods or large felines;
- (e) keep a Pet which is a nuisance on a strata lot, in common property or on land that is a common asset. If an owner, tenant or occupant has a Pet which is in the opinion of the council, a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by owners, occupants or visitors of a strata lot, common property or common assets, the council may order such Pet to be removed permanently from the strata lot, the common property or common assets or all of them.

1.11 Claims on Insurance Policies

1.11.1 An owner, tenant or occupant must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on the insurance policy of the strata corporation or section, as the case may be.

PART 2 - POWERS AND DUTIES OF STRATA CORPORATION AND COUNCIL

2.1 Repair and Maintenance of Property by Strata Corporation and Section

2.1.1 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 and that is not common property servicing only a section or effectively controlled, managed and administered by a section;
- (c) limited common property and common property servicing only a section or effectively controlled, managed and administered by a section, 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;
 - (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;
 - (iii) stairs, balconies and other things attached to the exterior of a building;
 - (iv) doors or 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; and
- (d) a strata lot in a 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; and
 - (iii) doors or windows on the exterior of a building or that front on the common property.

2.1.2 A section must repair and maintain all of the following:

- (a) common assets of the section;
- (b) limited common property that has been designated for the exclusive use of more than one of the strata lots in the section except for repair and maintenance that is the responsibility of the strata corporation; and
- (c) without limiting the generality of the foregoing, except for repair and maintenance that is the responsibility of the strata corporation, each section must:
 - (i) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including elevators and other apparatus and equipment used in connection with the limited common property appurtenant to more than one of the strata lots in the section, common property servicing only the section or effectively controlled, managed and administered by the section and other assets of the section;
 - (ii) maintain all common areas servicing only the section, both internal and external, including storage public areas, public halls and lobbies; and
 - (iii) control, manage and administer the limited common property appurtenant to the separate section or to the strata lot or strata lots within the separate section, facilities common to the separate section and other assets of the separate section of the strata corporation for the benefit of all members of the separate section.

2.2 Council Size

2.2.1 The council must have at least three and not more than seven members and at least one of its members must be a representative of the Commercial Section and at least one of its members must be a representative of the Residential Section.

2.3 Council Eligibility

2.3.1 The spouse of an owner or the legally appointed representative of an owner may stand for council.

2.3.2 No person may be elected to council or continue to be on council if the strata corporation is entitled to register a lien under the Act against a strata lot in which that person has an interest.

2.3.3 No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.

2.4 Council Members' Terms

2.4.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

2.4.2 A person whose term as council member is ending is eligible for re-election.

2.5 Removing Council Member

2.5.1 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. In this bylaw 2.5.1, a majority vote means a vote in favour of a resolution by more than one half of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.

2.5.2 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.

2.6 Replacing Council Member

2.6.1 If a council member resigns or is unwilling or unable to act for a period of two or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

2.6.2 A replacement council member may be appointed from any person eligible to sit on the council.

2.6.3 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.

2.6.4 If all the members of the council resign or are unwilling or unable to act for a period of two 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.

2.7 Officers

2.7.1 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 and a vice president, and may elect a secretary and a treasurer.

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

2.7.3 The vice president has the powers and duties of the president:

- (a) while the president is absent or is unwilling or unable to act;
- (b) if the president is removed; or
- (c) for the remainder of the president's term if the president ceases to hold office. The council may vote to remove an officer.

2.7.4 The council may vote to remove an officer.

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

2.8 Calling Council Meetings

2.8.1 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.

2.8.2 The notice does not have to be in writing

2.8.3 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.

2.9 Requisition of Council Hearing

2.9.1 By application in writing, stating the reason for the request, an owner, tenant or occupant may request a hearing at a council meeting.

2.9.2 If a hearing is requested under section 2.9.1, the council must hold a meeting to hear the applicant within one month of the request.

2.9.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing

2.10 Quorum of Council or Section Executive

2.10.1 A quorum of the council or a section executive is:

- (a) 1, if the council or executive consists of one member;
- (b) 2, if the council or executive consists of two, three or four members; and
- (c) 3, if the council or executive consists of five or six members; and
- (d) 4, if the council or executive consists of seven members

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

2.11 Council Meetings

2.11.1 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.

2.11.2 The council may meet together for the conduct of business, adjourn or otherwise regulate its meetings as it thinks fit.

2.11.3 If a council meeting is held by electronic means, council members are deemed to be present in person.

2.11.4 Owners, spouses of owners and legally appointed representatives of owners may attend council meetings as observers.

2.11.5 Despite section 2.11.4, no observers may attend those portions of council meetings that deal with any of the following:

- (a) bylaw contravention hearings;
- (b) rental restriction bylaw exemption hearings;
- (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

2.12 Voting at Council Meetings

2.12.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.

2.12.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

2.12.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

2.13 Council to Inform Owners of Minutes

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

2.14 Delegation of Council's Powers and Duties

2.14.1 Subject to sections 2.14.2 to 2.14.4, 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.

2.14.2 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 section 2.14.3.

2.14.3 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.

2.14.4 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 an amenity facility

2.15 Spending Restrictions

2.15.1 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.

2.15.2 Despite section 2.15.1, 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.

2.16 Limitation on Liability of Council Member

2.16.1 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.

2.16.2 Section 2.16.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

2.16.3 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.

2.17 Residential Section Executive

2.17.1 The executive of the Residential Section must have at least 3 and not more than 7 members.

2.17.2 A member of the Residential Section executive is eligible for election to the strata corporation's council and vice versa.

2.17.3 Executive members must be present in person at an executive committee meeting to be counted in establishing quorum.

2.17.4 Sections 2.3 to 2.16 inclusive shall, with all necessary changes, apply to the executive of the Residential Section.

2.18 Commercial Section Executive

2.18.1 The executive of the Commercial Section must have at least 1 and not more than 2 members.

2.18.2 A member of the Commercial Section executive is eligible for election to the strata corporation's council and vice versa.

2.18.3 Executive members must be present in person at an executive committee meeting to be counted in establishing quorum.

2.18.4 Sections 2.3 to 2.16 inclusive shall, with all necessary changes, apply to the executive of the Commercial Section.

2.19 Consents

2.19.1 Any consent, approval or permission given under these bylaws by the council shall be revocable at any time upon reasonable notice.

2.19.2 Notwithstanding any provision of the Act, the strata corporation or section may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the strata corporation or section, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote of the strata corporation or section, as the case may be.

PART3 ENFORCEMENT OF BYLAWS AND RULES

3.1 Maximum Fine

3.1.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation or section may fine an owner, tenant or occupant:

- (a) \$150 (up to \$200) for each contravention of a bylaw; and
- (b) \$50 for each contravention of a rule.

3.1.2 The strata corporation or section must, if it determines in its discretion that an owner, tenant or occupant is in repeated contravention of any bylaws or rules of the strata

corporation or section, levy fines and the fines so levied shall immediately be added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.

3.1.3 Additional assessments, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the strata corporation or section to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

3.1.4 Any costs or expenses incurred by the strata corporation or section as a result of an infraction or violation of the bylaws or any rules and regulations established under them, including but not limited to the full cost in repairing any damage to the plumbing, electrical and other systems of the building or other parts of the common property caused by the owner, his employees, agents, invitees, occupants or tenants, shall be charged to that owner and shall be payable on or before the first day of the month next following the date on which the costs or expenses are incurred.

3.1.5 Where any claim has been made against the insurance policy of the strata corporation or section as a result of a violation of any of the bylaws or any rule or regulation which may be established from time to time by the council pursuant to the Act or the bylaws, by any owner, tenant or occupant or his or her visitors, a sum equal to the amount of the deductible charged by the insurer of the strata corporation or section as a result of the claim shall be payable by the owner of the strata lot and shall become due and payable on the first day of the month next following.

3.2 Continuing Contravention

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

PART 4 - ANNUAL AND SPECIAL GENERAL MEETINGS

4.1 Quorum of Meeting

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

4.1.2 This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

4.1.3 For the purposes of any annual or special general meeting, at least one representative of the Commercial Section must be present.

4.2 Person to Chair Meeting

4.2.1 Annual and special general meetings must be chaired by the president of the council.

4.2.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

4.2.3 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.

4.3 Participation by Other than Eligible Voters

4.3.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

4.3.2 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.

4.3.3 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.

4.4 Voting

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

4.4.2 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.

4.4.3 At an annual or special general meeting, voting cards must be issued to eligible voters.

4.4.4 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.

4.4.5 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.

4.4.6 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.

4.4.7 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.

4.4.8 Despite anything in this section, an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

4.5 Order of Business

4.5.1 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 or section;
- (j) report on insurance coverage, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year, if the meeting is an annual general meeting;
- (l) report on and approve the maintenance plan for the coming year, if the meeting is an annual general meeting;
- (m) deal with new business, including any matters about which notice has been given;
- (n) elect a council, if the meeting is an annual general meeting;
- (o) terminate the meeting.

4.6 Electronic Attendance at Meetings

4.6.1 At the option of council, attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

4.6.2 If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

PART 5 - COMMON EXPENSES

5.1 Strata Fees

5.1.1 The strata lot owners' contributions to the common expenses of the strata corporation shall be levied in accordance with this bylaw.

5.1.2 The strata lot owners' contributions to the common expenses of the section shall be levied in accordance with this bylaw.

5.2 Apportionment of Common Expenses

5.2.1 Common expenses shall be apportioned between the strata corporation, the Residential Section, the Commercial Section, and individual strata lots in the following manner:

- (a) common expenses attributable to one section only shall be allocated to that section and, subject to sections 5.2.3 and 5.2.4, shall be borne by the owners within that section in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation;
- (b) common expenses not attributable to one section only, will be for the account of the strata corporation and will be borne by the owner of each of the strata lots in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots, or as otherwise set out in the current budget of the strata corporation; and
- (c) common expenses attributable to any one strata lot or particular strata lots or the limited common property of a strata lot or particular strata lots will be allocated to such strata lot or strata lots (in accordance with the formula set out in Regulation 6.4(2) of the Act).

5.2.2 Without limiting the generality of section 5.2.1 and unless otherwise determined by the executives of both sections, the following common expenses will be allocated between the strata corporation, Residential Section and Commercial Section as follows

- (a) expenses relating to areas designated as limited common property of a section or part of a section (such as the lobbies, stairwells, elevators and the parking facility) will, subject to sections 5.2.3 and 5.2.4, be for the account of the owners of strata lots in such section;
- (b) the cost of insurance placed by the strata corporation will be apportioned between the two sections on the basis of the replacement value of the buildings and ancillary facilities applicable to each section as set by the strata council, acting reasonably; and
- (c) the cost of maintaining the landscaped and other outdoor areas within the common property not included in limited common property shall be for the account of the strata corporation.

5.2.3 Expenses attributable to limited common property which would not have been expended if the area had not been designated as limited common property shall be borne equally by the owners of the strata lots entitled to use the limited common property.

5.2.4 Common expenses attributable to strata lots in the Residential Section shall be apportioned by the executive of that section in the following manner:

- (a) any cost or expense of the operating fund or special levy which relates to and benefits all of the strata lots in the Residential Section shall be shared by the owners of the strata lots with the Residential Section. Each strata lot's share of that operating fund contribution shall be calculated in accordance with the Act;
- (b) any cost or expense of the operating fund or special levy which relates to and benefits only limited common property that is appurtenant to part only of the Residential Section shall be shared only by owners of the strata lots in the Residential Section entitled to use such limited common property. Each strata lot's share of the contribution shall be calculated in accordance with the formula set forth in Regulation 6.4(1) of the Act;
- (c) each strata lot's share of a contribution to the contingency reserve fund of the Residential Section shall be shared by all strata lots in the Residential Section in accordance with the formula set forth in the Act; and
- (d) any apportionment made by the executive of the Residential Section for the purposes of this section 5.2.4 shall be final and binding on all owners and occupants of strata lots within such section.

PART 6 - GENERAL

6.1 Use of Property

6.1.1 An owner, tenant or occupant of a strata lot in the Residential Section will not:

- (a) alter, supplement or remove the window coverings originally installed in the strata lot except, if necessary due to damage or wear, to replace them with substantially similar window coverings in the same colour and style;
- (b) install, drill or otherwise pierce the concrete or wood structure or exterior of the building;
- (c) give or permit any owner, tenant, occupant or visitor to give any keys, combinations, security cards, fobs 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;
- (d) use or permit any owner, tenant or occupant of the strata lot to use the strata lot for any purpose which involves undue traffic and noise in or about the strata lot, common property or limited common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;

- (e) make or cause or produce or permit any owner, tenant or occupant of the strata lot or any visitor to make, cause, or produce undue noise, smell, vibration or glare in or about any strata lot, common property or limited common property or do anything which will unreasonably interfere with any other owner, tenant or occupant;
- (f) use or permit any owner, tenant, occupant or visitor to use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, common property or limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant;
- (g) leave or permit any visitor to leave on the common property or limited common property any shopping cart or other item designated from time to time by the strata council;
- (h) permit a condition to exist within the strata lot which will result in the waste or excessive consumption of the building's domestic water supply or hot water;
- (i) allow the strata lot to become unsanitary or be a source of odour;
- (j) feed, or permit any visitor, to feed pigeons, seagulls or other birds, rodents, squirrels or animals from the strata lot or anywhere on or in close proximity to the common property or limited common property, but this bylaw will not apply to a Pet permitted to be kept in accordance with these bylaws and the rules and regulations made hereunder, which Pet will only be fed in the strata lot;
- (k) erect, place, keep or display signs, billboards, advertising matter or any other notice or display of any kind on the common property (other than "for sale" signs which may be placed in an area of the common property designated by the council from time to time), on limited common property, or in any strata lot, if visible from the outside of the strata lot, provided that the name of any owner, tenant or occupant, will be included in the index for the enterphone system;
- (l) deposit household refuse or garbage, including boxes or packing cases, on or about the common property or limited common property except in places designated by the council from time to time; provided that any materials other than ordinary household refuse and garbage, shall be disposed of either by or at the expense of the owner; or
- (m) move or permit to be moved furniture or furnishings in or out of the building except in accordance with the rules passed by the council from time to time; under no circumstances will any owner, tenant or occupant use, or permit to be used, the lobby of the building for moving of furniture or furnishings, except during the hours, and on such conditions and subject to such fees as may be imposed by the council from time to time.

6.2 Patios, Decks and Balconies

6.2.1 An owner, tenant or occupant will not place on any patio, deck or balcony indoor outdoor carpeting or any items such as planters, hanging baskets, hanging items, pots, patio furniture without the consent of the executive of the Residential Section and such items, if

approved, will be installed and used in accordance with the rules and regulations put in place by the strata corporation from time to time.

6.2.2 The Residential Section may impose guidelines for the installation, placement or use of items on the patios, decks and balconies of strata lots and will be permitted to withhold consent to any request from an owner, tenant or occupant which does not follow such guidelines.

6.2.3 An owner, tenant or occupant will not at any time place on the balcony, deck or patio of the strata lot: bicycles, motorcycles, boxes, machinery, equipment, or in any way use such balcony, deck or patio as a storage area.

6.2.4 An owner, tenant or occupant will not at any time hang or drape on the balcony, deck or patio of the strata lot laundry, clothing, rugs, towels, curtains or wall hangings.

6.2.5 An owner, tenant or occupant will not at any time install or place on the balcony, deck or patio of the strata lot: satellite dishes, antennae, transmitters, transponders, receivers or other telecommunications equipment.

6.2.6 An owner, tenant or occupant will not at any time install or place in or about the strata lot or on the balcony, deck or patio of any strata lot, any awnings, balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations previously approved in writing by the executive of the Residential Section.

6.2.7 Without the consent of the executive of the Residential Section, an owner, tenant or occupant will not use a barbeque, hibachi or other like cooking device on a balcony, deck or patio and if approved such barbeque, hibachi or cooking device must be powered by natural gas, propane or electricity and such natural gas, propane or electricity powered barbeques, hibachis and cooking devices will be used in accordance with the rules and regulations made by the executive of the Residential Section from time to time, which may include rules and regulations regarding location and requirements as to size, materials and type of covers.

6.2.8 Except where the balcony, deck or patio is enclosed as part of the original construction, an owner, tenant or occupant will not enclose (partially or fully), modify or add to the balcony or patio of the strata lot, and without limitation not to install or place plastic, glass or other material on the balcony or patio to block wind or sun or for any other purpose.

6.2.9 An owner, tenant or occupant which does not have an enclosed balcony will not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such strata lot unless, in the opinion of the executive of the Residential Section such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour.

6.2.10 Any planters, items or equipment placed on any patio, deck or balcony will be maintained in good and tidy condition on an ongoing basis and the responsibility of such maintenance will be solely for the account of the owner, tenant or occupant of the strata lot entitled to the use of the limited common property on which they are placed.

6.3 Parking

6.3.1 An owner, tenant or occupant must use parking stalls only for the parking of licensed and insured motor vehicles, trailers or motorcycles 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.

6.3.2 An owner, tenant or occupant shall not:

- (a) use any parking space in the building or on the common property or on any limited common property except the parking space which such owner, tenant or occupant is expressly permitted to use;
- (b) 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;
- (c) rent or lease the parking space which such owner, tenant or occupant is expressly permitted to use to be regularly used by anyone that is not an owner, tenant or occupant of the building without the prior written consent of the council;
- (d) 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 on any limited common property;
- (e) permit any oversized, commercial or recreational vehicles to enter or to be parked or stored on common property, limited common property or land that is common asset, including without limitation, boats, trailers, or campers;
- (f) store any materials or goods in the parking stalls; or
- (g) park or store any vehicle that drips oil or gasoline.

6.3.3 Any owner's, tenant's or occupant's vehicle that is parked in violation of subsection 6.3.2(d) will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.

6.3.4 An owner, tenant, occupant or visitor must not use any parking area as a work area for carpentry, renovations, repairs or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.

6.3.5 An owner, tenant or occupant will only permit visitors known to them personally to enter into the secured visitors parking area.

6.3.6 The developer installed a single meter for all electric vehicle parking stalls, and as a result the cost of electricity metered to the electric receptacles will be a common expense to the strata corporation. The strata corporation may charge user fees or other fees to persons using the electric vehicle parking stall or may exercise its discretion in whether or not to individually meter the electric receptacles. If it is determined that the electric vehicle parking stalls will be individually metered, the cost of installing such metering shall be a common expense to the strata corporation. Following such installation, the cost of operating an electric receptacle (including the cost of electricity consumed) shall be the sole cost of the owner of the strata lot to which such electric vehicle parking stall is assigned.

6.4 Parking/Storage Area Lease

6.4.1 Each strata lot may be entitled to the exclusive use of zero, one or more of the parking stalls, storage lockers and/or bicycle stalls in the parking facility pursuant to a partial assignment of the parking/storage area lease or leases (the "**Parking/Storage Area Lease(s)**") between Port Capital Development (MID3) Inc. as landlord and Portliving Parking Corp., as tenant, a copy of which is attached hereto as Schedule "A". Pursuant to the Parking/Storage Area Lease, following the registration of the strata plan for the strata development the strata corporation will automatically assume all of the covenants and obligations of Port Capital Development (MID3) Inc., as landlord, under the Parking/Storage Area Lease(s) with respect to the Parking Stalls, Storage Lockers and Bicycle Spaces (as such terms are defined in the Parking/Storage Area Lease(s)).

6.4.2 Pursuant to the terms and conditions of the Parking/Storage Area Lease, an owner of a strata lot with a partial assignment of a parking stall that is an electric vehicle parking stall or a disability stall may be required to exchange his or her interest in such parking stall with an owner of a strata lot which requires the use of such electric vehicle parking stall or disability stall.

6.5 Leasing of Strata Lot in the Residential Section

6.5.1 An owner of a strata lot within the Residential Section may lease the strata lot in accordance with all applicable laws, regulations, municipal bylaws and ordinances, including, without limitation, sections 141 and 148 of the Act, provided the owner delivers the following documents to the executive of the Residential Section prior to the commencement of the term of the lease:

- (a) a Notice of Tenant's Responsibilities (Form K);
- (b) a copy of the current bylaws and rules of the strata corporation; and
- (c) such further information and documentation relating to the tenancy as the council may reasonably require provided that such requirements are in accordance with the Act.

6.5.2 The occupancy of a strata lot within the Residential Section by any person other than the owner and/or the owner's immediate family (or a live in caregiver) for a period in excess of one month shall be considered a lease and be subject to the provisions of this bylaw.

6.5.3 An owner of a strata lot within the Residential Section shall not permit the owner's strata lot to be leased or licensed to any tenant or occupant for any period that is less than 30 days.

6.5.4 An owner who leases or licenses the owner's strata lot within the Residential Section in contravention of these bylaws is subject to a fine of \$250 every seven days, or such other amount as is set by the council from time to time, for each seven day period during which the tenant occupies the strata lot in contravention of this bylaw. This amount shall become part of the assessment payable by such owner and shall become due and payable on the first day of the month following the month in which the executive of the Residential Section notifies the owner of the breach.

6.6 Strata Lots within the Commercial Section

6.6.1 An owner, tenant or occupant of a strata lot within the Commercial Section will be permitted to install signs or notices within such Strata Lot and such portions of the common property as may be permitted so as to be visible from the exterior thereof, and on the exterior thereof, provided that:

- (a) the size and design of such signs or notices:
 - (i) have received the approval of the executive of the Commercial Section, acting reasonably;
 - (ii) have received any approvals required from applicable governmental authorities; and
 - (iii) are in keeping with the overall design of the development in terms of quality, design and colour;
- (b) signs and notices will be installed and maintained at the sole expense and risk of the owner of the strata lot within the Commercial Section in which, or on the exterior of which, the same are installed;
- (c) any signage must be in excellent condition and must not consist of faded, worn, or torn displays;
- (e) all equipment that backs to a window (i.e. a fridge, bank machine, photocopier, etc.) must be covered with a blind or window covering; and
- (f) the owner of a strata lot within the Commercial Section in which, or on the exterior of which, the signs or notices are installed will from time to time on the request of the Strata Corporation or Commercial Section provide it with evidence that such owner has taken out and thereafter maintained insurance for property damage and injury to persons resulting from such signage as a reasonable owner displaying similar signage would obtain.

6.2.2 Owners, tenants or occupants of a strata lot within the Commercial Section will be permitted to install awnings around the outside perimeters of same, and for such purposes attach awnings to the common property on the condition that the plans for such awnings provided that:

- (a) the size and design of such awnings:
 - (i) have received the approval of the executive of the Commercial Section, acting reasonably;
 - (ii) have received any approvals required from applicable governmental authorities; and
 - (iii) are in keeping with the overall design of the development in terms of quality, design and colour;

- (b) awnings will be installed and maintained at the sole expense and risk of the owner of the strata lot within the Commercial Section in which, or on the exterior of which, the same are installed; and
- (c) the owner of a strata lot within the Commercial Section on the exterior of which awnings are installed will from time to time on the request of the Strata Corporation or Commercial Section provide it with evidence that such owner has taken out and thereafter maintained insurance for property damage and injury to persons resulting from such awnings as a reasonable owner displaying similar signage would obtain.

6.6.3 Provided that prior written notice of any material alteration is provided to the strata corporation, the owners of the strata lots in the Commercial Section shall be entitled to carry out alterations to the strata lots in the Commercial Section and such portions of the common property adjacent to such strata lots over which the owners of the strata lots in the Commercial Section have easement or other rights, including, but not limited to, those alterations for wiring, plumbing, piping, venting, ducting, conduits, HVAC, exhaust systems, grease traps, signage and telecommunications in order for the strata lot in the Commercial Section to be used for the particular owner's business use, provided that any material alterations to the structure of the building must be approved by the strata corporation. If the owners of the strata lots in the Commercial Section require access over the common property or the limited common property of the owners of the strata lots in the Commercial Section strata lot owners, such access must first be approved in writing by at least $\frac{3}{4}$ of the strata lot owners in the Commercial Section. In carrying out such alterations, the owners of the strata lots in the Commercial Section shall take reasonable steps to minimize the disruptions to the other strata lot owners.

6.6.4 Owners and occupants of strata lots within the Commercial Section will not be permitted to rent or lease the parking space(s), storage locker(s) or bicycle storage space(s) which are intended solely for owners, tenants or occupants of the strata lots within the Residential Section.

6.6.5 This section 6.6 shall not be amended, repealed or rescinded without the approval of the Commercial Section having been first had and obtained.

6.7 Restrictions Affecting the Commercial Section

6.7.1 Without the approval of the Commercial Section having been first had and obtained, both the strata corporation and the Residential Section will not act in any manner, and in particular but without limitation will not amend, repeal, rescind, or pass any bylaw or rule if the result of such action would be to prohibit, prevent or impair the use of the strata lots in the Commercial Section or any of them (and any common property and limited common property (including, without limitation, parking stalls, storage areas, utilities or other features) which the owners of the strata lots in the Commercial Section and occupants thereof are entitled to use) in accordance with the zoning bylaw of the City of Vancouver in effect from time to time, provided that the activity carried on in a strata lot in the Commercial Section is not a breach of the Bylaws of the strata corporation as originally stated. Without limitation, the strata corporation and the Residential Section will not pass or take any action to pass any bylaw or rule which would have the effect of:

- (a) restricting the hours of operation of any business carried on within a strata lot in the Commercial Section; or

- (b) prohibiting, preventing or impairing the ability of an owner, tenant or occupant of a strata lot in the Commercial Section from leasing, subleasing, granting a licence, or entering into any lease, sublease, or license arrangement with respect to the use of a strata lot in the Commercial Section.

6.7.2 This section 6.7 shall not be amended, repealed or rescinded without the approval of the Commercial Section having been first had and obtained.

6.8 Storage

6.8.1 An owner, tenant or occupant must store bicycles, tricycles and any other similar equipment (collectively, "**Bicycles**") only in the designated parking/bicycle storage area. Bicycles are not permitted in residential elevators or hallways. All Bicycles must enter or exit the building by way of the vehicle entry to the parking garage only.

6.8.2 An owner, tenant or occupant must not store any hazardous, flammable or perishable substances in storage lockers.

6.9 Moving Procedures

6.9.1 An owner, tenant or occupant must conform to the Moving Rules established by the council from time to time.

6.9.2 An owner, tenant or occupant must provide notice to the strata corporation of all moving arrangements at least 72 hours in advance of the moving date. All moves must take place between 9:00 a.m. and 6:00 p.m. Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays, Sundays and statutory holidays.

6.9.3 An owner, tenant or occupant must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left piled in the lobby area.

6.9.4 An owner, tenant or occupant must ensure that all common areas are left free of damage, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.

6.9.5 An owner must pay a refundable damage deposit of \$500 at least 72 hours prior to any move and any expenses incurred by the strata corporation attributable to the owner, occupant or tenant and all fines levied will be deducted from the deposit.

6.10 Visitors and Children - Residential

6.10.1 An owner, tenant or occupant of a strata lot in the Residential Section is responsible for the conduct of visitors including ensuring that noise is kept at a reasonable level, as determined by the majority of the council.

6.10.2 An owner, tenant or occupant of a strata lot in the Residential Section is responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a reasonable level, as determined by the majority of the council.

6.10.3 An owner, tenant or occupant of a strata lot in the Residential Section is responsible to assume liability for and to properly supervise the activities of children including, but not limited to, bicycling, skateboarding and hockey.

6.11 Miscellaneous

6.11.1 No owner, tenant, occupant or visitor will smoke on common property.

6.11.2 No owner, tenant, occupant or visitor may wear or use inline skates, skateboards or similar equipment anywhere in the building, including a strata lot.

6.11.3 Owners, occupants and tenants must ensure that all entrance doors to strata lots are kept closed and kitchen extraction fans are used when cooking on the cooktop.

6.11.4 An owner, tenant or occupant will not install Christmas lights on any part of the exterior of the building including any portions of exterior balconies, patios or terraces.