

EPS984

MAYNARDS BLOCK BYLAWS

NOTICE

The attached bylaws for EPS984 are in addition to those bylaws contained in the Strata Property Act of B.C. 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.

Division 1 — Duties of Owners, Tenants, Occupants and Visitors

Payment of strata fees

- 1** (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

(2) If an Owner is late in paying his or her Strata 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.”

Repair and maintenance of property by owner

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

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

Use of property

- 3** (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An Owner shall not:
 - (a) use his Strata lot for any purpose which may be injurious to the reputation of the building;
 - (b) make undue noise in or about any Strata lot or common property;
 - (c) keep any animals on his Strata lot or the common property after notice not to do so from the Strata Council; and
 - (d) make or cause to be made any structural alteration to his Strata lot, or paint, decorate, or add to or remove any structure from the exterior of the building or the Strata lot or add to or alter the wiring, plumbing, piping, or other services on his Strata lot, or within any bearing or party wall or the Common property without first obtaining the written consent of the Strata Council.
- (3) An Owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the Common property, Common assets or those parts of a Strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

- (4) Throwing of objects, fluids, or projectiles of any kind, from anywhere on the property is not permitted.
- (5) Additional/replacement infrared control units (fobs) may be obtained by a registered owner. The fobs will be issued by the concierge at the authorization of the Council. Each Strata Lot is allowed to have a maximum of four (4) fobs.
- (6) All fobs and common area keys lost/stolen shall be reported to the concierge immediately.
- (7) A maximum total of two pets per strata lot is permitted, and is restricted to:
- a. cats,
 - b. small to medium-sized dogs defined as less than 62cm (24") tall from shoulder to floor when standing normally. Owners are prohibited from having a "vicious dog". A vicious dog is defined as:
 - (i) any dog with a known propensity, tendency, or disposition to attack without provocation other domestic animals or humans, or
 - (ii) any dog who has bitten another domestic animal or human without provocation or
 - c. any owner unsure if their dog is acceptable, should contact the Strata Agent or Strata Council for approval.
 - d. caged birds,
- (8) All animals must be leashed, or otherwise secured, when on any common or limited common property, or on the grounds of the building or complex.
- (9) Pets are not allowed to urinate and/or defecate on Common Property and/or Limited Common Property.
- (10) Pets must also not make any undue noise in or about any strata lot or common property.
- (11) Resident must provide proof that the pet has been registered with the City of Vancouver. A Resident that keeps a pet in a strata lot, either permanently or temporarily, must register that pet with the strata council within 30 days of the pet residing in the strata lot (or the passage of this bylaw) by providing to the strata council a written notice setting out the name, breed, colour and sex of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet (when the pet is required to be licensed).
- (12) A Resident shall not use Balconies or Patios for storage. Only plants with saucers, patio furniture, and propane or electric BBQ are allowed with the use of a fire extinguisher. Fire extinguisher must be registered with the Concierge
- (13) Except with the prior written permission of council, the use or storage of propane, natural gas or electric heaters on any balcony is not permitted. All permitted heaters and/or fire pits must have at least a 3 feet radius away from the surrounding building walls, ceilings and balcony railings.

- (14) A Resident shall not leave or store personal items, including without limitation, toys, bicycles, door mats or walkers, etc. in any hallway, walkway, lobby or landing at any time because such items detract from the overall appearance of the Common Property and Building and pose a safety hazard and breach the fire code.
- (15) Garbage and recycling should be disposed of properly, and in the garbage room.
- (16) Any materials other than ordinary household refuse must be disposed of off-site at his or her expense.

Inform Strata Corporation

- 4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.

(2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

Obtain approval before altering a strata lot

- 5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) This section does not apply to a strata lot in a bare land strata plan.
- (4) The owner of any Strata Lot must comply with the following requirements in connection with work, construction, alteration and renovations in the interior of his or her strata lot:
 - (a) any changes or additions to the structure or the systems employed in the building necessitated by owner's work must be approved by the strata council, such approval not to be unreasonably withheld and be designed and performed by a professional architect or engineer at the owner's expense. In addition, the owner must employ a professional architect or engineer to handle the electrical and mechanical design distribution within the strata lot at the owner's expense;

- (b) the owner is solely responsible for obtaining all necessary approvals and permits for its work from the appropriate municipal authority and all other authorities having jurisdiction and the owner must submit evidence of these approvals to the strata council before commencing work. The owner is responsible for payment of all fees and charges incurred in obtaining said approvals and for obtaining in an occupancy permit prior to occupation;
- (c) the owner will engage professional designers, consultants, contractors and subcontractors or trades. The owner will enter into its own contractual agreements with the contractor and/or subcontractors. The owner shall ensure that the contractor and/or subcontractors carry the necessary insurance and have taken out the necessary permits and shall indemnify the strata corporation for any loss, cost or damage suffered by it if they fail to do so. The owner's contractor and/or subcontractors are to ensure that their work conforms to the criteria of the overall base building standards.
- (d) the owner will indemnify the strata corporation from any and all claims arising out of work done by the owner or its contractors and the owner will promptly remove any liens filed against title to the common property in connection with its work; and
- (e) the owner will cause all of its work to be done in a good and workmanlike manner and in accordance with any approvals by the strata council.
- (f) Limit improvement work to the hours of:
 - (i) 9 am to 5pm on Weekdays
 - (ii) 11am to 5pm on Saturdays
 - (iii) Prohibited on Sundays and Holidays
- (g) In the case of a flooring change, minimum underlay specifications at least STC>73 and IIC>71 must be used and verified by the owner.
- (h) Owners have two (2) months to complete all renovation(s) once the renovation approval request has been granted.
- (i) A Resident shall not apply any metallicized or reflective coatings on glass windows or doors.
- (j) A Resident shall not install window coverings visible from outside the Building that detract from the conformity of the Building.

Obtain approval before altering common property

- 6
- (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
 - (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

Permit entry to strata lot

- 7 (1) An Owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the Strata Lot:
- (a) in an emergency, without notice, to prevent property damage to the Common property or another Strata Lot or those portions of a Strata Lot that are the responsibility of the Strata Corporation under these bylaws; and
 - (b) at a reasonable time, on a minimum of twenty-four (24) hours written notice:
 - i. to inspect, maintain or repair Common property or Common assets; or
 - ii. to ensure the Strata Property Act (British Columbia), as amended or replaced, and these bylaws are being complied with.
- (2) The notice referred to in Bylaw 7(1)(b) must include the date, the approximate time of entry and the reason for the entry.
- (3) If the authorization cannot be obtained then the person authorized by the Strata Corporation to enter the Strata lot may do so by using reasonable force on the locking devices, and the replacement of the locking device and any resulting damage to the door and door frame will be at the expense of the Strata Lot Owner.

Division 2 — Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

- 8 The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to
 - i. repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - ii. the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;

- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
- i. the structure of a building,
 - ii. the exterior of a building,
 - iii. chimneys, stairs, balconies and other things attached to the exterior of a building,
 - iv. doors, windows and skylights on the exterior of a building or that front on the common property, and
 - v. fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 — Council

Council size

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

Council members' terms

- 10** (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.
- (3) 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.

Removing council member

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

Replacing council member

- 12** (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.

(3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

(4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

13 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

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

(3) The vice president has the powers and duties of the president

(a) while the president is absent or is unwilling or unable to act, or

(b) for the remainder of the president's term if the president ceases to hold office.

(4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

14 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

(2) The notice does not have to be in writing.

(3) A council meeting may be held on less than one week's notice if

(a) all council members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all council members either

(i) consent in advance of the meeting, or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

(4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Repealed

15 [Repealed 2009-17-35.]

Quorum of council

16 (1) A quorum of the council is

- (a) 1, if the council consists of one member,
- (b) 2, if the council consists of 2, 3 or 4 members,
- (c) 3, if the council consists of 5 or 6 members, and (d) 4, if the council consists of 7 members.

(2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

17 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

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

(3) Owners may attend council meetings as observers.

(4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the Act;
- (b) rental restriction bylaw exemption hearings under section 144 of the Act;
- (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

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

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

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

Council to inform owners of minutes

19 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

20 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

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

Spending restrictions

- 21 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

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

Division 4 — Enforcement of Bylaws and Rules

Maximum fine

- 23 (1) The Strata Corporation may fine an Owner or Tenant a maximum of:
- (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.
- (2) The Strata Corporation may impose a fine on an Owner or Tenant for a continuing contravention of a bylaw or rule every 7 days.

(3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, expenses, interest charges and any other expenses incurred by either the Strata Corporation to enforce these bylaws, as they may be amended from time to time, or any rule 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.

Continuing contravention

24 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 — Annual and Special General Meetings

Person to chair meeting

25 (1) Annual and special general meetings must be chaired by the president of the council.

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

(3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

26 (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

(2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

(3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

27 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.

(2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

(3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

(4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

(5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

(6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.

(7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

(8) An Owner may not exercise the Owner's vote in respect of the Owner's Strata Lot if the Strata Corporation is entitled to register a lien under the Act against that Owner's Strata Lot, except on matters requiring an unanimous vote.

(9) If at the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned for a period of thirty minutes whereupon the adjourned meeting shall be reconvened at the same place and the persons present in person or by proxy and entitled to vote, shall constitute a quorum.

Order of business

28 The order of business at annual and special general meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;

- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
 - i. ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 6 — Voluntary Dispute Resolution

Voluntary dispute resolution

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

Division 7 — Marketing Activities by Owner Developer

Promotion

- 30 (1) During the time that the owner developer of the Strata Corporation is the Owner or lessee of any Strata Lots, it shall have the right to maintain any Strata Lot or Strata Lots, whether owned or leased by it, as a display unit, and to carry on marketing, sales or leasing functions it considers necessary in order to enable it to sell or lease the Strata Lots.
- (2) At the reasonable discretion of the owner developer, it or an entity related to the owner developer, may use the Common Property:
- a. to conduct the sale or lease of Strata Lots in the Strata plan; and/or,
 - b. to carry on any marketing activities in connection with the sale or lease of Strata Lots in the Strata plan
- up to 48 months after the date of first occupancy of any Strata Lot in the Strata plan.
- (3) Signs advertising the sale, lease or open house of a Strata Lot must be displayed on the common post supplied by the Strata Corporation and may not be displayed in windows or on the balcony of a Strata Lot. Notwithstanding the foregoing, marketing signs of the owner developer may be displayed on the Common Property and/or the limited Common Property or window of any Strata Lot owned or leased by the owner developer at the reasonable discretion of the owner developer.

Small Claims Actions

- 31 Notwithstanding any provision of the Act, the Strata Corporation may proceed under the Small Claims Act (British Columbia) as it deems appropriate, against an Owner or other person to collect money owing to the Strata Corporation, including money owing as repair chargebacks, fines, penalties, insurance deductibles and legal costs, of up to \$25,000.000., without requiring authorization by a resolution passed by a ¾ vote of the Strata Corporation.

Parking/Storage Area Lease

- 32 Each Owner of a Strata Lot may be entitled to the exclusive use of zero, one or more of the parking stalls and may be entitled to the use of a storage lockers located in the parking facility pursuant to a partial assignment of the Parking/Storage Area Lease (the "Parking/Storage Area Lease") between 0820803 B.C. Ltd. and Aquilini Properties Inc. as tenant, a copy of which is attached hereto. Pursuant to the Parking/Storage Area Lease, upon the registration of the Strata plan for the Strata development, the Strata Corporation will automatically assume all of the covenants and obligations of 0820803 B.C. Ltd. under the Parking/Storage Area Lease with respect to the Stalls and the Storage Areas (as defined in the Parking/Storage Area Lease) which are located on the Common Property.

Certain Stalls are designated as handicapped stalls (the "Handicapped Stalls"). If a holder of an interest (the "Non-Handicapped Owner) in a Handicapped Stall is not handicapped, then the Strata Corporation may require that the Non-Handicapped Owner exchange his or her interest in the Handicapped Stall with a handicapped holder of an interest (the "handicapped Owner") in a non-handicapped Stall (the "Non-Handicapped Stall") for zero consideration. Such an exchange will be accomplished by the Non-Handicapped Owner partially assigned the Parking/Storage Area Lease to the Handicapped Owner in respect of the Handicapped Stall, and the Handicapped Owner partially assigning the Parking/Storage Area Lease to the Non-Handicapped Owner in respect of the Non-Handicapped Stall. The Non-Handicapped Owner and the Handicapped Owner will execute a partial assignment of the Parking/Storage Area Lease in favour of the other substantially in the form attached as Schedule B of the Parking/Storage Area Lease, and the Strata Corporation is hereby granted a power of attorney to execute such partial assignment on behalf of the Non-Handicapped Owner to effect such transfer.

Planters/Landscaped Area

- 33 Owners will not place planters, landscaping or other such items or equipment within any part of the limited Common property designed on the Strata plan exclusively for the use of such Owner unless, in the opinion of the Strata Council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, landscaping items or equipment (including, without limitation, landscaped areas and/or planters designed as limited Common property and installed as part of the original development) will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the Owner of the Strata Lot entitled to the use of the limited Common property on which they are placed. No Strata Lot Owner within a landscaped area and/or planter designated as limited Common property will change, alter or amend the plantings within such landscaped area and/or planters without the written consent of the Strata Council.

Storage Room

- 34 For a period of ten (10) years after the registration of the Strata plan for the Strata development, the owner-developer will be entitled to designate for its use of one (1) storage room of its choice within the Common property and will be entitled to free access to and from such storage room through the development and the use of such storage room for the storage of building materials and equipment at all times during the ten-year period. The owner-developer will be entitled to install its own lock on the door and the Strata corporation will not be entitled to a key during that ten-year period provided that after the end of the ten-year period, the owner-developer will, upon request by the Strata Corporation, deliver up vacant possession of the storage room and all keys thereto.

Bicycle Storage

- 35 (1) The Owner of each Strata Lot will be entitled to the use of one bicycle storage space within the secured area in the parking facility designed for that purpose, free of charge (but this will not prohibit in the imposition of reasonable refundable security deposits for the issuances of keys and security passes). The Strata Council will, subject to the provisions of the Strata Property Act (British Columbia), as amended or replaced, be responsible for the orderly administration of the use of bicycle storage space to each Owner. Such administration may also include, without limitation, the issuance of keys or security passes and the licensing of the use of any unallocated bicycle storage spaces, including charging fees to users if approved by resolution of the Strata Corporation.

(2) Bicycles are not permitted at anytime inside the ground level lobbies, balconies, patios, and residential floors. Bicycles are to be kept in the bicycle storage area and/or are to be brought in or out of the building from the P1 level or the stairs on the basement level.

Larger Parking Stalls

- 36 An Owner of a Strata Lot who has been assigned the use of a parking stall which is larger in size than a standard parking stall may park two vehicles or park one vehicle and store items such as motorbikes, canoes or kayaks within such stall, provided that such arrangements do not obstruct access to and use of the drive aisles and/or other parking stalls by other users and are in compliance with all applicable laws and bylaws.

Leasing Requirements

- 37 An Owner must:
- (a) provide the Strata Corporation with a true and complete copy of every written tenancy agreement (as defined in the Residential Tenancy Act (British Columbia) as amended or replaced); and
 - (b) cause the Tenant to execute a Form K – Notice of Tenant's Responsibilities as provided in the Strata Property Act (British Columbia), as amended or replaced, prior to his or her occupation of the Strata Lot and provide the Strata Corporation with a copy thereof.
 - (c) should be aware that the Strata Corporation shall have the right to terminate the tenancy of any tenant that the Strata Corporation considers objectionable or a nuisance; this is in accordance with section 138 of the Strata Property Act; and

- (d) tenants who do not vacate and give up the premises when required to do so by the strata corporation shall be subject to court action. The strata council will undertake all legal proceedings required for the forceful eviction of the tenant and all legal and other costs incurred will be charged to the owner's strata account
- (e) provide tenant(s) with EPS984 Bylaws and Rules prior to any tenant(s) taking occupancy of a strata lot, and provide any updates or amendments throughout the tenancy.

Division 8 – Motor Vehicles and Parking

- 38.**
- (1) A Resident shall use the parking garage specifically assigned to their Strata Lot for vehicle parking, save and except private arrangements with other Owners for parking garage(s) assigned to such Owner.
 - (2) A Resident shall not sell, lease or rent a parking garage assigned to a Strata Lot to a person who is not a Resident.
 - (3) No one shall park a motor home, trailer, boat or equipment of any kind on Common Property.
 - (4) Vehicles, found in unallocated spaces will be removed immediately, without notice, at the vehicle owner's expense.
 - (5) No one shall park under any circumstances on interior roadways or driveways. Any vehicle found parking in a prohibited area will be removed, without notice, at the vehicle owner's expense.
 - (6) No one shall park in a way that reduces the width of the garage roadway, other parking spaces, stairwells or walkways. Vehicles parked in contravention of this section will be removed, without notice, at the vehicle owner's expense.
 - (7) No one shall use the common parking areas for storage of any kind.
 - (8) No one shall make major repairs or adjustments to a vehicle on Common Property or in parking garages.
 - (9) No one shall allow a vehicle to cause any oil leaks or exhaust stains to parking stalls. A Resident, on notice from the Corporation, shall clean up all drippings. If, after notice, a Resident fails to do so, the Corporation will clean the leaks and stains and charge the cost of such clean up to the Owner of the Strata Lot
 - (10) A Resident who finds an unauthorized vehicle parked in their assigned parking garage or blocking ingress or egress to the same shall contact the Building Manager to have the vehicle removed which removal will be at the expense of the vehicle owner.
 - (11) No one shall drive faster than 10 km/h on Common Property.
 - (12) No one shall sound a vehicle horn or allow a vehicle to make any other noise that is a nuisance.

- (13) A Resident or Visitor shall not obstruct a fire lane. A vehicle in contravention of this section will be towed immediately, without notice, at the expense of the vehicle Owner.
- (14) Parking spaces are not to be used for storage of any kind, no exceptions.
- (15) A Resident shall wait for the overhead gate to close fully before driving in or out of the parkade garage.
- (16) Stopping a vehicle on the ramp going into the parkade is prohibited.
- (17) Only motorized, currently licensed and/or insured shall be parked on Corporation property designated or assigned spaces only. Motor vehicles not bearing current license plate or who not have provided a copy to the Concierge/Management in advance or displaying on the windshield a certificate of storage insurance (for a minimum of \$1,000,000.00 liability) may be towed away at the owner's expense or issued a bylaw infraction letter.

Division 9 – Amenities

Exercise (Fitness) Area

39. (1) Hours are from 6:00 am-11:00 pm
- (2) The number of guests per suite allowed in the fitness room is limited to two (2). Only (1) guest is allowed during peak hours (4pm to 7pm). The member must accompany the guests at all times.
- (3) There is a 20-minute limit on cardio equipment when people are waiting to use the equipment.
- (4) No food, cans or glass allowed – only plastic water bottles are permitted.
- (5) Radios, tape machines and other machines for playing music must be used with headsets or earphones to avoid any inconvenience.
- (6) Be courteous to others waiting to use the fitness equipment by taking turns using the equipment. Holding the equipment for a series of sets while people are waiting is not permitted.
- (7) All personal belongings are to be removed after each use.
- (8) Appropriate exercise clothing and running shoes must be worn at all times.
- (9) For child safety and courtesy to others, young children and infants are not allowed in the gym area. No person under the age of 14 is permitted in the fitness room unless supervised by an adult 19 years and older.
- (10) Report broken equipment or cables to Concierge immediately.

- (11) User of a personal trainer will be for members only. A maximum of two (2) to one (1) ratio; provided that the trainers are not disruptive to other gym users. If persistent disruptive behavior continues, a fine of \$50 will be levied against the offender's strata lot account.
- (12) Equipment must be wiped down after each use.
- (13) Please refrain from dropping or banging weights on the floor/mats.
- (14) Please put weights away after each use.
- (15) No swearing or boisterous behavior.
- (16) Please refrain from using cell phones in the gym. Keep all phones in silent mode.

Multi-Purpose Room

40. (1) There will be a \$100.00 deposit for the usage of the multi-purpose room. Tentative booking without payment will only be held for 24 hours.
- (2) Hours are from 10:00 a.m. -10:00 p.m.
- (3) The rooms will be available for Residents between 9:00 a.m.-10:00 p.m. All users must close the doors and finish clean up either by 10:00 p.m. No exceptions allowed.
- (4) Limit of two bookings per month per suite.
- (5) A booking must be received by the Concierge with a minimum of 1 week notice to the reserved date. It must clearly state what type of event it will be and whether it is an alcoholic or non-alcoholic event. Maximum 30 people.
- (6) In case of cancellation within 7 days only 50% of the deposit will be charged. If cancelled within 48 hrs or less the full amount of the deposit will be charged.
- (7) If the room and pantry are not cleaned to the satisfaction of management by the following day, a cleaning fee of \$50 per hour (minimum 2 hour charge) will be billed to the member. (All items are to be removed from the facility by 10:00 p.m. no exceptions.)
- (8) Any theft or damage will be assessed to the member using the room and billed to the Resident.
- (9) The facility is only to be used by residents for personal use and may not be used for commercial purposes without prior approval from the committee.
- (10) A booking will only be taken for a maximum 3 months in advance upon a complete application.
- (11) No live music/bands or disk jockeys are allowed in multi-purpose room.

Division 10 - Move In/Out

41. (1) An Owner:

- (a) must schedule every move-in or move-out in advance with the Concierge. Available times are subject to:
 - (i) previously scheduled moves
 - (b) must provide a security deposit of \$200.00 prior to each move-in or move-out, to be returned in a reasonable time period with a description of any deductions due to property damage.
 - (c) must provide a \$100.00 non-refundable fee prior to a move-in or move-out. There will be no move-in or move-out fee applicable to townhouses.
 - (d) will be charged an additional \$200.00 fine each time if they, or their Tenant(s) perform an unscheduled move-in or move-out
 - (e) Full instructions for the operation of the move will be given by the concierge.
- (2) "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.
- (3) Moves are restricted to the following:

Monday to Fridays	Weekends
9:00 a.m. to 12:00 p.m.	10:00 a.m. to 1:00 p.m.
12:00 p.m. to 3:00 p.m.	1:00 p.m. to 4:00 p.m.
3:00 p.m. to 6:00 p.m.	4:00 p.m. to 7:00 p.m.
6:00 p.m. to 9:00 p.m.	

Division 11 - Hazards and Insurance

- 42. (1)** All freshly cut and "live" Christmas trees are prohibited in the building. Outdoor Christmas lights are permitted only from December 1st to January 31st.
- (2) An Owner must pay the insurance deductible portion of any insurance claim filed by the Strata Corporation within thirty (30) days of the written issuance of the charge if such claim results from damages caused to the common property, including limited common property or common assets and all items that the Strata Corporation is responsible for insuring as defined under Section 149 of the Strata Property Act by the negligence or accident of the Owner or Owner's Tenants, Residents, or Guest.

Division 12 - Open House

- 43.** Open Houses may be conducted for a maximum period of two hours between 10:00 a.m. and 4:00 p.m. on either Saturday or Sunday.

END NOTES:

Bylaws have been registered at Land Titles Office on an ongoing basis. These have included new bylaws and amendments to bylaws previously registered. The Bylaws listed herein are those currently in place for Strata Corporation EPS984. Owners will be advised accordingly of any changes in the future. The following is a listing of registration numbers and dates of registration for owner's reference.

As passed at AGM, January 23rd, 2014

Register CA3626441 / March 11, 2014

Addition of Bylaws 3.4 – 3.16, 5.4, 27.9, 35.2, 37, 38, 39, 40, 41, 42, and 43

As passed at AGM, January 15th, 2015

Register CA4227729 / February 11, 2015

Repeal and Replace Bylaw 31 and Addition of Bylaws 38.15, 38.16, and 38.17