

DISTRICT CROSSING RESIDENTIAL SECTION

Strata Plan – BCS 4175

BYLAWS

Registered: January 16, 2013
Amended: December 11, 2014

Registration #: CA2954804
Registration #: CA4152623

INDEX

DIVISION 1 — DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS	3
1. Payment of Strata Fees and Hot Water Utilities	3
2. Repair and maintenance of property by Owner	3
3. Use of Property	3
4. Inform Strata Corporation	5
5. Obtain Approval Before Altering a Strata Lot	5
6. Obtain Approval Before Altering Common Property	5
7. Permit Entry to Strata Lot	6
DIVISION 2 — POWERS AND DUTIES OF STRATA CORPORATION	6
8. Repair and Maintenance of Property by Strata Corporation	6
DIVISION 3 — COUNCIL	8
9. Council Size	8
10. Council Members' Terms	8
11. Removing Council Member	8
12. Replacing Council Member	8
13. Officers	8
14. Calling Council Meetings	9
15. Requisition of Council Hearing [Repealed 2009-17-35.]	9
16. Quorum of Council	9
17. Council Meetings	9
18. Voting at Council Meetings	10
19. Council to inform Owners of Minutes	10
20. Delegation of Council's Powers and Duties	10
21. Spending Restrictions	11
22. Limitation on Liability of Council Member	11
DIVISION 4 — ENFORCEMENT OF BYLAWS AND RULES	11
23. Maximum Fine	11
24. Continuing Contravention	11
DIVISION 5 — ANNUAL AND SPECIAL GENERAL MEETINGS	11
25. Person to Chair Meeting	11
26. Participation by Other Than Eligible Voters	11
27. Voting	12
28. Order of Business	12
DIVISION 6 — VOLUNTARY DISPUTE RESOLUTION	13
29. Voluntary Dispute Resolution	13
DIVISION 7 — MARKETING ACTIVITIES BY OWNER DEVELOPER	13
30. Promotion	13
31. Strata Fees (s. 107 Strata Property Act)	14
32. Strata Corporation Charge	14
33. Disturbance of Others	14
34. Noise Control	15
35. Hazards	15
36. Cleanliness	15
37. Exterior Appearance	15
38. Common Areas	16
39. Snow Removal	16
40. Public Art	17
41. Parking	17
42. Electric Vehicle Charging Station	18
43. Damage to Property	18
44. Security	18
45. Moving, Resale and Rentals	18
46. Bank of Montreal	18

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

1. Payment of Strata Fees and Hot Water Utilities

- (1) An Owner must pay Strata Fees on or before the first day of the month to which the Strata Fees relate.
- (2) An Owner must pay promptly for hot water utilities to the Strata Corporation's hired billing company as indicated on each bill.

2. Repair and maintenance of property by Owner

- (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.

3. Use of Property

- (1) An Owner, tenant, occupant or visitor must not use a strata lot, the common property, the common assets, or the limited common property, including the balcony, deck, roof deck, and garden and landscaped areas, 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;
 - (e) is contrary to a purpose for which the strata lot, limited common property or common property is intended as shown expressly or by necessary implication on or by the Strata Plan; or
 - (f) that is in contravention of any Rule, Order or Bylaw of the District applicable to the strata lot or that will result in any unusual or objectionable odour to emanate from the strata lot, or that is inconsistent with the intent of these Bylaws.
- (2) 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
- (3) An Owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An Owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
 - (a) a reasonable number of fish or other small aquarium animals;

- (b) a reasonable number of small caged mammals;
- (c) up to 2 caged birds;
- (d) up to two dogs or two cats, or one dog and one cat.

- (e) The Owners of pets shall be fully responsible for the behaviour of their pets within the common property. If a pet is deemed a nuisance by the Strata Council, it shall be removed within thirty (30) days. Visitors shall be informed of the Rules concerning pets and residents will be responsible for clean up or damage and repair should their guests bring pets on to the common property.

- (f) Unless specifically approved by the Strata Council, the cumulative weight of all pet(s) must not exceed 25 kilograms and the standing height of any pet must not exceed 0.61 metre. Any dispute as to the weight or height or any pet will be conclusively determined by a licensed veterinarian chosen by the Strata Council at the sole cost of the Owner of the pet.

- (g) An Owner, tenant or occupant must not keep any pets on or in a strata lot other than the following:
 - (i) a reasonable number of fish or other small aquarium animals;
 - (ii) a reasonable number of small caged mammals;
 - (iii) up to one caged bird; or
 - (iv) up to two dogs or two cats, or one dog and one cat.

- (5) An Owner, tenant or occupant shall not feed nuisance birds such as pigeons, seagulls, crows, starlings and other birds from any strata lot or the common property.

- (6) An Owner, tenant or occupant of a strata lot shall not use such strata lot for any commercial purposes, excepting for any occasional or telecommuting use.

- (7) An Owner, tenant or occupant of a strata lot shall not hang flower baskets or any other items from outside of the balcony railings.

- (8) No Owner, Tenant, Occupant or Invitee shall smoke or hold a lighted cigarette, cigar, pipe or other substance whether legal or illegal:
 - (a) In any manner that contravenes the Tobacco Control Act;
 - (b) On any part of the Common Property, or land that is a Common Asset, including without limiting the generality of the foregoing, hallways, stairways, walkways and the parking garage;
 - (c) On any part of the Premises including but not limited to any part of the Strata Lot or a patio or balcony;
 - (d) In any manner whatsoever that may:
 - (i) Unreasonably interfere with the ability of any Person to use and enjoy the Premises;

- (ii) Cause a nuisance to any Person, including but not limited to nuisance from smoke or odors; or
- (iii) Constitute a health risk to any Person, including but not limited to an Owner, Occupant, Tenant or Invitee.

[amended/added at AGM December 11, 2014, registered December 22, 2014 – CA4152623]

4. Inform Strata Corporation

- (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.
- (3) An Owner of a strata lot who leases his lot without submitting a Form K in accordance with the Strata Property Act (British Columbia) shall be liable to a fine of \$50.00 for every month or part thereof that a tenant is in occupancy of the strata lot and the Form K is not submitted.

5. Obtain Approval Before Altering a Strata Lot

- (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.
 - (h) the painting of the exterior, or the attachment of sunscreens or greenhouses; or
 - (i) limited common property, including balconies, decks, roof decks and garden and landscaped areas.
- (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.

6. Obtain Approval Before Altering Common Property

- (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.

7. Permit Entry to Strata Lot

- (1) An Owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot;
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
- (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these Bylaws or insure under section 149 of the Act.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) Where the Strata Corporation is required to enter a strata lot for the purpose of maintaining, repairing, or renewing pipes, wires, cables and ducts for the time being existing in the strata lot, which are capable of being used in connection with the enjoyment of any other strata lot or the common property, the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner. The Strata Corporation shall make good any damage to the strata lot occasioned by such works and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.

Division 2 — Powers and Duties of Strata Corporation

8. Repair and Maintenance of Property by Strata Corporation

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**9. Council Size**

- (1) Subject to subsection (2), the Council must have at least 3 and not more than 7 members.
- (2) If the Strata Plan has fewer than 4 strata lots or the Strata Corporation has fewer than 4 Owners, all the Owners are on the Council.

10. Council Members' Terms

- (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) to (5).
[Repealed 1999-21-51.]

11. Removing Council Member

- (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.

12. Replacing Council Member

- (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.

13. Officers

- (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.

14. Calling Council Meetings

- (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.

15. Requisition of Council Hearing

[Repealed 2009-17-35.]

16. Quorum of Council

- (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.

17. Council Meetings

- (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.

18. Voting at Council Meetings

- (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.

19. Council to inform Owners of Minutes

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.

20. Delegation of Council's Powers and Duties

- (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.

21. Spending Restrictions

- (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.

22. Limitation on Liability of Council Member

- (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

23. Maximum Fine

- (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.

24. Continuing Contravention

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

25. Person to Chair Meeting

- (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.

26. Participation by Other Than Eligible Voters

- (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.

27. Voting

- (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.

28. Order of Business

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.
- (2) If at an appointed time for a General Meeting, a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of Owners, but in any other case, the meeting shall stand adjourned for a period of thirty (30) minutes, whereupon the adjourned meeting shall be reconvened at that time and place and the persons present, entitled to vote, shall constitute a quorum.

Division 6 — Voluntary Dispute Resolution

29. Voluntary Dispute Resolution

- (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

30. Promotion

- (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 strata lot or sales centre and to carry on marketing, sales or leasing functions within such strata lots in order to enable it to sell or lease the strata lots.
- (2) As may be reasonably determined by the Owner Developer in order to enable or assist it in marketing or selling any strata lot within the development, it may

- (a) use any area of the common property to conduct the marketing, sale or lease of such strata lots (including by way of hosting promotional events) for up to 36 months after the date of first occupancy of any strata lot within the development; and
 - (b) have access to any and all parts of the common property and common facilities for the purpose of showing strata lots, the common property and the common facilities to prospective purchasers and their representatives for as long as the Owner Developer considers necessary in order to market or sell any such strata lots.
- (3) 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.

31. Strata Fees (s. 107 Strata Property Act)

- (1) Strata fees are due and payable on or before the first day of each month. Strata fees not received by the 10th day of the month in which they are due are subject to a 10% per annum interest penalty compounded annually until paid.
- (2) When arrears of strata fees exceed two monthly payments a lien will be placed by the Strata Corporation on the strata lot involved at the Owner's expense for the total monies due, including all legal and other expenses.
- (3) If a strata lot requires a utility or other service that is separately metered by individual strata lot, then the cost will not be a common expense, but to facilitate payment the Strata Corporation is hereby authorized pursuant to section 38(a) and 72(3) of the Act to assume responsibility for the maintenance of metered utilities and/or services to the strata development, if it so elects, and may enter into contracts with utility providers that provide for payment of metered utilities by the Strata Corporation which will then be allocated to individual Owners on the basis of the meters.

32. Strata Corporation Charge

In the event that a charge on title in favour of the Strata Corporation is granted in respect of hot water or other utility or service, the Owners will comply with the terms of such charge.

33. Disturbance of Others

- (1) Mops or dusters of any kind shall not be shaken on the common property, and nothing shall be thrown out of any window, door, passage, or other parts of the strata lot or the common property.
- (2) No barbecues other than those fuelled by propane or natural gas or electricity may be used. No Owner shall operate his barbecue in a manner which, in the opinion of the Strata Council, interferes with another Owner's enjoyment of his or her strata lot. All barbecues must be kept at a minimum distance of 24 inches away from the building exterior walls. Strata lot Owners or residents are responsible for heat damage to the building envelope.
- (3) Cycling on the common property other than driveways is prohibited.
- (4) Carpentry work or similar alterations in respect of a strata lot shall be performed within the hours as allotted by the District.

34. Noise Control

- (1) Each Owner is responsible for satisfying noise complaints from neighbours from all sources whether emanating from his or her strata lot or from the common property as a result of such Owner's activity, including but not limited to noises from footsteps, kitchen/bathroom sources, washing machines, stereos, televisions and other appliances or equipment within the strata lot and any equipment operated by such Owner within the common property.
- (2) After 10 p.m. Pacific Standard Time, Owners, tenants or occupants should avoid operating appliances or equipment in their strata lot which creates noise, particularly the equipment listed in 34(1) above and playing music, particularly music with heavy bass.
- (3) Owners, tenants or occupants who intend to replace carpet with hardwood, tile or other hard floor surfaces should use an underlay meeting with a minimum requirement of IIC 55. Since a hard floor with IIC 55 underlay is not equal to carpeting in noise reduction. Owners, tenants and occupants must exercise extra care to avoid hard uncushioned impacts even if such underlay is installed. To reduce footstep noise, Owners, tenants or occupants should wear soft shoes and substantially cover the most frequently traveled areas of their hard floor surfaces with area rugs, including the dining room for reducing chair noise. Furniture should be fitted with soft pads under the legs to reduce structureborne noise from the drawers, stereo equipment, telephones, etc. Cupboard doors and drawers should be fitted with slow closers and soft stops.

35. Hazards

- (1) Fire hazards must be minimized. No item shall be brought onto or stored in a strata lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy.
- (2) No material substances, especially burning material such as cigarettes or matches, shall be permitted to be discharged from any window, door, patio or other part of a strata lot or the common property.

36. Cleanliness

- (1) All household refuse and recycling material shall be secured in suitable plastic bags or recycling containers. The Owners will comply with the District's recycling program as it is implemented.
- (2) Any waste material other than ordinary household refuse and normally collected recycling materials shall be removed by the individual Owner or resident of the strata lot at such Owner's or resident's sole cost and expense.

37. Exterior Appearance

- (1) Subject to Bylaw 30, no signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or the strata lot without prior written approval by the Strata Council.
- (2) No awning, shade screen, smoke stack, satellite dish, radio or television antenna shall be hung from or attached to the exterior of the strata lot, without prior written consent of the Strata Council.

- (3) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, patios, or other parts of the strata lot so that they are visible from the outside.
- (4) No bicycles, unicycles, motorcycles, scooters, or any other articles of a similar nature shall be displayed or stored on the balcony, deck, roof deck, garden or landscaped areas or other limited common property of the strata lot.
- (5) Draperies or window coverings that are visible from the exterior of any strata lot shall be cream or white in colour.
- (6) No unsightly material, effects or items shall be displayed or stored on the balcony, deck, roof deck, garden or landscaped areas or other limited common property of the strata lot.

38. Common Areas

- (1) The Strata Council shall administer all common areas and any Rules and Regulations formulated by the Strata Council from time to time shall be binding upon all Owners, residents and visitors.
- (2) The common facilities are for the use of residents and their invited guests only. A resident must accompany guests when using these facilities.

39. Snow Removal

Removal of snow from the common property will be coordinated by the Commercial Development's Strata Corporation and performed concurrently for both the development and the Commercial Development. The costs of such snow removal shall be apportioned based on the following formula:

(a) development's share:

$$\frac{\text{the aggregate habitable area of each residential strata lot (with respect to the strata lots in the development)}}{\text{the aggregate habitable area of each residential strata lot (with respect to the strata lots in the development)}} + \frac{\text{the aggregate area of the strata lots as shown on the strata plan (with respect to the strata lots in the Commercial Development)}}{\text{the aggregate area of the strata lots as shown on the strata plan (with respect to the strata lots in the Commercial Development)}}$$

Such apportioned costs will be reflected as a line item in the Strata Corporation's budget and will be paid by each Owner.

(b) Commercial Development's share:

$$\frac{\text{the aggregate area of the strata lots as shown on the commercial strata plan (with respect to the strata lots in the Commercial Development)}}{\text{the aggregate habitable area of each residential strata lot (with respect to the strata lots in the development)}} + \frac{\text{the aggregate area of the strata lots as shown on the strata plan (with respect to the strata lots in the Commercial Development)}}{\text{the aggregate area of the strata lots as shown on the strata plan (with respect to the strata lots in the Commercial Development)}}$$

40. Public Art

- (1) The Strata Corporation, acting reasonably, may permit an artist, or artists (the "Artist"), to install a public art piece, or art pieces (the "Art Piece") on the common property.
- (2) The Strata Corporation recognizes that the regular maintenance of the Art Piece is essential to the integrity and appearance of the Art Piece. The Strata Corporation will take reasonable steps to ensure that the Art Piece is properly maintained and protected as if the Art Piece is part of the common property, taking into account the recommendations of the Artist as stated in the maintenance criteria or manual provided by the Artist.
- (3) If at any time an alteration, removal or relocation of the Art Piece, in the opinion of the Strata Corporation is deemed reasonably necessary, the Strata Corporation will, by prior notice to the Artist, advise him or her of such proposed alteration, removal, relocation or maintenance. Upon receiving such notice, if the Artist decides the work is no longer the Art Piece as originally intended and requests that all signs and acknowledgements linking the Art Piece to the Artist be removed, the Strata Corporation will comply with such request. The Strata Corporation is otherwise free to pursue such alteration, removal, relocation or maintenance.

41. Parking

- (1) A resident shall use only the parking stall(s) obtained by way of partial assignment of •'s rights under a parking stall and storage locker lease dated with respect to all parking stalls and storage lockers within the parking facility. Parking stalls, other than visitor parking stalls, cannot be utilized by any person who is not a resident within the Strata Corporation. Visitor parking stalls can only be utilized by persons who are visitors of residents within the Strata Corporation.
- (2) No major repairs or adjustments shall be made to motor vehicles on the common property.
- (3) A maximum speed of 15 km/h shall apply within the common property.
- (4) Owners will be responsible for the clean up of oil spills on common property.
- (5) No parking is permitted except in a designated parking space, nor shall a vehicle park in a manner which will reduce the width of an access roadway.
- (6) No vehicles exceeding 4,000 kg. G.V.W. shall be parked or brought onto the common property without the consent of the Strata Council, except when used in delivery to or removal from the premises.
- (7) No person shall cause or permit a vehicle to idle on the development for more than three consecutive minutes in a 60 minute period or while unattended and unlocked.
- (8) Any parking stalls which are marked as being for co-operative car share purposes may only be used by persons participating in such a program while they are driving vehicles enrolled in such a program.
- (9) Any vehicle which does not comply with this Bylaw may be removed at the Owner's expense.
- (10) The Strata Corporation will cause the parking facility and parking facility garage door to be maintained and cleaned from time to time.

42. Electric Vehicle Charging Station

- (1) In the event that rough-in power lines for future electric vehicle and hybrid electric vehicle charging stations are installed, the Strata Corporation will install, operate and maintain or cause such stations to be installed, operated or maintained by the appropriate service providers.

43. Damage to Property

- (1) An Owner or resident shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on lawns or grounds so as to damage them or prevent growth.

44. Security

- (1) Strata lot Owners and residents are responsible for anyone they admit onto or about the common property, inclusive of agents, servants, licensees, or invitees.
- (2) The Strata Council shall form a security committee to provide guidelines for the security of individual strata lots, and to establish resident based voluntary crime prevention programs such as Block Watch.

45. Moving, Resale and Rentals

- (1) It will be the express responsibility of the Owner to ensure that all moves in or out by the Owner or resident conform to the Regulations as established by the Strata Council from time to time.
- (2) Except in the case of advertising and marketing of strata lots by the Owner Developer, any advertising for the resale or rental of a strata lot shall only be permitted within the boundaries of the Strata Corporation on the directory board which shall be located, supplied and maintained by the Strata Council.
- (3) All moves in or out by an Owner or resident will be subject to a fee of \$175.00 (or such other amount as determined by the Strata Council from time to time) per move, excepting the initial move in of purchasers who purchased their strata lot from the Owner Developer.
- (4) An Owner may not rent or agree to rent his or her strata lot to a tenant for an initial term which is less than six months in length.

46. Bank of Montreal

- (1) Bank of Montreal ("BMO") and its customers, employees, agents and invitees shall have the unrestricted right to use the areas of the open courtyard, driveway and parking areas on the surface of the Lands outlined in bold and hatched on the plan attached hereto as Appendix A (the "Open Area") for access to and from any premises owned by BMO in the adjacent development and to and from any parking stalls allocated to the use of BMO located on the Open Area (the "BMO Parking Stalls"), provided that BMO complies with all Bylaws, Rules and Regulations (collectively, the "Residential Bylaws") with respect to the safety and cleanliness of the Common Property which apply to all the Owners of strata lots in the development.
- (2) BMO and its customers, employees, agents and invitees shall be allowed to access the

Common Property for the purpose of using and accessing the BMO Parking Stalls in the Open Area, subject to BMO complying with any Residential Bylaws that apply to all the Owners of strata lots in the development and to any shared use arrangement outside of BMO's normal operating hours.

- (3) Without the consent of BMO, which consent may be withheld in BMO's absolute discretion, no Bylaws can be passed which would result in an infringement on BMO's exclusive use in the development for the purpose of carrying on the business of financial services.
- (4) No sale or leasing of strata lots may occur to any occupant for the use of an amusement arcade, video arcade, thrift store, second hand shop, bowling alley, billiard or pool parlour, funeral parlour, flea market, "dollar" store, discount and/or "off-price" retailer, night club, discotheque, bar, massage parlour, "head shop", game room or any other place of recreation or amusement, body or fender shop, car wash or off-track betting parlour, for the sale of adult books, videos, DVDs or other adult products (being stores in which any material portion of the inventory is not available for sale to children under 18 years old because such inventory explicitly deals with or depicts human sexuality) or for industrial or manufacturing purposes without the consent of BMO, which consent may be withheld in BMO's sole discretion.
- (5) Any amendments to Bylaws 42(1) to (4) inclusive may only be made with the written consent of all the Owners.