

**STRATA PLAN LMS 3462  
HEATHERSTONE  
3218/28/38/48/58/68/78 Heather Street  
Vancouver, BC**

**CURRENT BYLAWS**

**Division 1 -- Duties of Owners, Tenants, Occupants and Visitors**

**Payment of strata fees**

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

(1) Maintenance fees not received by the fifteenth day of the month in question will be subject to an additional \$25.00 penalty. At the end of a ninety-day period, a lien shall be placed on the strata lot involved, at the owner's expense, for the total monies owed.

(2) Common expenses attributable to each strata lot shall be borne by the owners in proportion to the unit entitlement of their strata lot to the total aggregate unit entitlement.

**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.

(3) An owner must promptly carry out any work ordered by a competent public or local authority in respect to the strata lot and pay all taxes, charges, outgoings, and assessments that may be payable in respect of the strata lot.

**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 in the opinion of the Strata Council.

*(i) City Bylaws concerning noise, disturbance, or public nuisance shall apply to all residents and visitors. All music must be kept to a reasonable level.*

- (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, contravenes City Bylaws, or
  - (e) Is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan. An owner or tenant may not operate a business enterprise that would create public foot traffic, or signage, or unreasonable noise in the building.
- (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) The Strata Council may order a pet to be removed from the premises if Bylaws are repeatedly violated.
- (5) Mops, dusters, or cloths of any kind shall not be shaken, and nothing, (including cigarette butts), shall be thrown, swept, or poured from any window or balcony, or onto or from any other part of the strata lot or common property.
- (6) An owner shall not
- (a) park within any driveway or designated fire lane,
  - (b) feed pigeons, seagulls, crows, starlings, or other birds from any strata lot or common property,
  - (c) be permitted to trespass on the part of the property to which another owner is entitled to exclusive use.
- (7) All common areas shall be non-smoking.
- (8) An owner shall only permit white, off white or neutral coloured window coverings to be placed in exterior facing windows.
- (9) Owners or tenants shall be responsible for the cleaning of any needles or debris left in hallways and lobby from live Christmas trees.
- (a) Trees are to be disposed of off site and not placed within the garbage room or dumpster.

#### **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.

### **Obtain approval before altering common property and limited 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.
- (3) No fence, trellis, cover, or enclosure may be erected on common or limited common property without prior written approval of the Strata Council. Such approval shall not be unreasonably withheld.
- (4) No signs, gates, billboards, placards or advertising, or notices of any kind shall be erected or displayed on common property without the prior written approval of the Strata Council.

### **Permit entry to strata lot**

- 7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot

- (a) In an emergency, without notice, to ensure safety or prevent significant loss or damage, and
  - (b) At a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act, or that may be used in connection with the enjoyment of any other strata lot,
  - (c) To promptly carry out all work that may be ordered by any competent public or local authority.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) Notice shall be given to the owner or mortgagee by sending by post at the address supplied to the Strata Corporation by the owner or mortgagee for giving notices, or should no such address be supplied, then to the last address known to the Strata Corporation for the owner or mortgagee; or where the owner is a resident, notice shall be delivered to the door.

## **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, 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.*

(e) The Strata Corporation may make a claim against an owner who causes negligence in the necessary repairs to any part of the building envelope, including windows and doors.

*(i) Damages caused by a negligent act to any part of the building envelope are the responsibility of the owner of the strata lot.*

(f) The Strata Council is responsible for placing insurance and obtaining an annual appraisal.

*(i) The Strata Corporation shall insure against earthquake damage.*

## **Division 3 – Council**

### **Council size**

9 (1) Council must have at least 3 and not more than 7 members.

### **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 re-election.

### **Removing council member**

11 (1) Unless all the owners are on the council, the Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

(2) After removing a council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

### **Replacing council member**

- 12** (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.
- (5) An owner may not sit on Council if the Strata Corporation is entitled to register a lien against the strata lot.

### **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.

### **Requisition of council hearing**

- 15** (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- (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.
- (4) Owners requesting hearings may only contact the Property Manager by written request.

### **Quorum of council**

- 16** (1) A quorum of the council is
  - (a) 2, if the council consists of 3 or 4 members,
  - (b) 3, if the council consists of 5 or 6 members, and
  - (c) 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.

### **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) 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 and Special General 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 or delegated representative 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.
- (3) The Strata Council may authorize, except in emergency situations, to expend up to a maximum of \$2,000.00 for any one item or service that was not set out in the annual budget approved by the owners at a General Meeting.

## **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** 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.

### **Continuing contravention**

- 24** (1) 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.
- (2) The Strata Council may on behalf of the Strata Corporation sue or bring for sale proceedings against an owner for outstanding fines.
- (3) An infraction or violation of these Bylaws or any Rules established under them on the part of an owner, his employees, agents, invitees, or tenants may be corrected, remedied, or cured after thirty days by the Strata Corporation and costs shall be charged back to that owner.

## **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) 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.
- (7) An owner of a strata lot that is in arrears is not eligible to vote at a General Meeting.

## Order of business

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

- (a) Determine that there is a quorum;
- (b) Certify proxies and corporate representatives and issue voting cards;
- (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 minutes from the last annual or special general meeting;
- (f) President's Report;
- (g) Ratify any new rules made by the Strata Corporation under section 125 of the Act;
- (h) Report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (i) Approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (j) Deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (k) Elect a council, if the meeting is an annual general meeting;
- (l) Open the floor to general discussion and questions if the meeting is an Annual General Meeting;
- (m) Terminate the meeting.

*(i) Should a quorum not be present after waiting for one half hour after call to order, those who are present shall proceed with the meeting at hand*

## 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 – Rentals**

**30** Subject to the provisions of this bylaw strata lots shall be owner-occupied only, with the following considerations and exceptions:

(a) at any given time up to 6 strata lots may be leased for terms of not less than one year, and the procedure to be followed by the strata corporation in administering this limit will be as follows:

(i) any owner wishing to rent a strata lot must make an application in writing to the council;

(ii) approvals will be granted by the council on a first come basis in the order of the date such applications are received by the council;

(iii) the council will not screen tenants, establish screening criteria, require the approval of tenants, require the insertion of terms in tenancy agreements or otherwise restrict the rental of a strata lot except as set out in this bylaw;

(iv) the council will consider each application upon receipt and will respond to each application in writing within 30 days of receipt;

(v) the council will keep a list of owners who wish to rent their strata lot and the priority of their application, and will advise each owner as soon as their application can be accepted;

(vi) upon acceptance of an application to rent, an owner must enter into a lease of a strata lot within three months (3) from acceptance by the council of such owner's application or the acceptance will be automatically revoked and the council will be entitled to advise the owner next following on the list that its application to rent a strata lot has been approved; and

(vii) an owner may continue to lease his or her strata lot until the earlier of the date such owner moves into the strata lot to take occupancy or the date the strata lot is sold by the owner to a third party.

(b) notwithstanding paragraph (a), where cases of undue physical or financial hardship of a personal nature arise, the owner may make a written request to the council for permission to rent a strata lot for a limited period of time, and where the council has been provided with evidence that undue hardship will result if limited rental approval is not given, the council shall not unreasonably withhold permission for limited rental;

(c) this bylaw does not apply to prevent the rental of a strata lot to a member of the "family" of an owner, meaning:

- (i) the spouse of the owner;
- (ii) a parent or child of the owner; or
- (iii) a parent or child of the spouse of the owner,

where "spouse of the owner" includes an individual who has lived and cohabitated with the owner, for a period of at least two years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender;

(d) where an owner has leased a strata lot to a tenant pursuant to a tenancy agreement entered into before this bylaw was passed, this bylaw does not apply to such strata lot until the later of:

- (i) one year after the tenant who is occupying the strata lot at the time the bylaw is passed ceases to occupy the strata lot as a tenant; and
- (ii) one year after the bylaw has been passed

(e) the strata corporation is entitled to impose a fine of up to \$500 for a contravention of this bylaw, and may impose such fine for a continuing contravention every seven days.

(f) all original strata lot owners are permitted to continue to rent their strata lots until such time that they sell their strata lot to a third party.

- (i) Original owners must report to the Strata Council with a signed Form K when they rent their strata lot, and upon each occurrence of a change in tenancy.

(g) all owners must submit a signed form K for each tenancy within 14 days of each tenant's occupancy.

**(adopted January 18, 2005)**

## **Division 8 – Pets**

**31** (1) The owners of pets shall be responsible for the behaviour of those pets within the common property. If a pet is repeatedly deemed to be a nuisance by the Strata Council, it shall be removed from the complex within 30 days of notification to the pet owner.

- (a) visitors shall be informed of the Bylaws and Rules concerning pets and the strata lot owner shall be responsible for clean up and/or repairs resulting from the visitor's pet.

(2) An owner, tenant or occupant may keep a maximum of two pets in a strata lot, excluding fish.

(a) An owner shall be responsible for flea maintenance in a strata lot where a pet resides.

(3) An owner shall be responsible to clean-up after a pet that produces mess on common areas.

(4) All pets must be registered with the Strata Council.

### **Division 9 – Hazards**

**32** (1) No restrictions or hindrances shall be caused to sidewalks, driveways, entrances, exits or other parts of the common property.

(2) Cycling, skating, and skateboarding on common property is prohibited, and commercial shopping carts are prohibited from the property.

(3) Everything is to be done to reduce fire hazards and nothing hazardous is to be brought or stored in a strata lot or on common property including flammable fuels or excellerents which will, in anyway, increase the risk of fire or the rate of insurance held by the Strata Corporation, or which may invalidate the insurance policy.

(a) Only certified electric or propane barbecues are permitted to be used, and must be used only on balconies or patios.

(b) No flammable materials or excellerent fuels shall be kept in storage lockers or parking stalls at any time.

(4) No material substances especially burning material such as cigarettes or matches shall be thrown or be permitted to fall out of any window, door, balcony or other part of a strata lot or common property.

(5) The leaving open of any outside door or gate without attendance is prohibited as it is considered a security risk.

(6) No Bikes shall be brought into interior common hallways.

### **Division 10 – Damage to Property**

**33** (1) In the event of an emergency emanating from a strata lot whose occupant or emergency contact can not be contacted, access for protection of common property and safety, may be gained by force at the owner's expense.

(2) In the event that an owner or any member of their family, or their guests, servants, agents, or tenants cause damage to common property, limited common property or common facilities,

the owner or tenant shall be held responsible for such loss and promptly re-imburse the Strata Corporation for full costs of repair or replacement of the damage done.

- (a) Exceptions to the foregoing are where loss originates from the rupture or malfunction of a permanent public supply line or sewer system, or where the damage originates from common property. These are not the responsibility of the strata lot owner as previously defined, and all damages shall be the responsibility of the Strata Corporation.
- (b) Damages to the personal property of an owner or occupant of the unit, together with any upgrading, substituting, improvements or betterments to the unit that have been made or acquired by the owner from those originally installed shall be the responsibility of the owner.

### **Division 11 – Parkade**

- 34** (1) Any oil spills or other vehicle liquids left within a parking stall shall be cleaned by the owner. If not cleaned in a reasonable time, the Strata Corporation may hire a cleaning service and the costs charged back to the owner assigned the stall.
- (a) No vehicle work shall be performed in parking stalls or on common property except in emergency situations.
  - (b) No items other than an insured vehicle shall be stored in a parking stall.
  - (c) All vehicles must have current road or storage insurance.
- (2) Vehicles parked in violation of any Bylaws or Rules shall be towed at the vehicle owner's expense.
- (3) Bicycles are restricted to the assigned bike storage lockers only.
- (4) There shall be no rental of parking stalls to non-residents of Heatherstone.

### **Division 12 – Balconies & Patios**

- 35** (1) There shall be no storage of packing boxes or other items on balconies or patios.
- (2) Only usual patio furniture, garden items, and barbecues are permitted on balconies and patios.
- (a) No dead plants or unsightly mess shall be left on balconies or patios that is visible from common property.
  - (b) There shall be no hammocks or blinds strung from balconies.

(3) Cleaning of balconies and watering plants shall be restricted to ensure water and other debris is not permitted to flow over the edge of the balcony.

(4) Laundry shall not be hung or dried so as to be visible from the exterior of the building or other strata lots.

(5) All door and window screens shall be white in colour only. Screen assemblies shall be attached to the metal window frame only.

(6) No individual satellite dishes are permitted on balconies or patios.

(7) There shall be no hot tubs, freezers, sheds, or storage lockers placed or installed on balconies or patios without prior written Council approval.

### **Division 13 – Insurance**

**36** In the event that loss or damage occurs to common property or limited common property or common facilities that gives rise to a valid claim under the Strata Corporation's insurance policy, it is agreed and understood that: if the origin of the loss is within the interior confines of an individual Strata Lot, the deductible of the Strata Corporation's policy relative to the loss shall be paid by the individual Strata Lot owner in whose lot the cause of the damage originated.

The foregoing will also hold true if the careless, negligent or inattentive acts of a Strata Lot owner causes damage outside the Strata Lot and the origination of the loss is anywhere on the premises.

In the event that an owner or any member of their family or their guests, servants or agents cause damage to common property, limited common property or common facilities and the damage so caused is not covered by insurance, the Strata Lot owner shall be held responsible for such loss and promptly reimburse the Strata Corporation for the full costs of repair or replacement of the damage done.

The only exception to the foregoing is where loss originates from the rupture or malfunction of a permanent public facility supply line or sewer system that extends from common property into an individual unit, in which case the deductible shall be the responsibility of the Strata Corporation. It is further agreed and understood that where any loss or damage originates from "common property" as defined in the Strata Property act and is not the responsibility of the Strata Lot owner as previously defined, the deductible shall then be the responsibility of the Strata Corporation.

Damage to personal property of an owner or occupant of the unit, together with any upgrading, substituting or improvements or betterments to the unit that have been made or acquired by the present owner from those originally installed shall be the responsibility of the owner.

## DIVISION 14 – USE OF A STRATA LOT

- 37 All strata lots shall be restricted to the following number of occupants:
- In a one bedroom unit – not more than three non-transient occupants.
  - In a two bedroom unit – not more than five non-transient occupants.

## DIVISION 15 – HARDWOOD FLOORS

- 38 An owner of a strata lot who has or installs hard floor surfaces such as hardwood floors or tile in a strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet.

Manufactured or imitation wood flooring must be installed over insulation, insulation being defined as a minimum of one quarter inch high density acoustic foam, or an equivalent approved by the Strata Council.

Tile or hardwood flooring must be installed over insulation, insulation being defined as a minimum of one eighth inch high density acoustic foam, or an equivalent approved by the Strata Council, and a minimum of three eighths plywood.

Hard floor surfaces of any type are not approved for installation in bedrooms.

Carpets and rugs must have underpad installed beneath them, underpad being defined as a minimum of three eighths high density foam underlay.

All approved hardwood installations shall require a signed alteration agreement be provided to the Strata Corporation prior to installation.

First/Ground floor strata lots and strata lots that do not have another strata lot beneath them are exempt from this bylaw, excepting the requirement that a signed alteration agreement be provided to the Strata Corporation prior to installation.

(adopted January 18, 2005)

**STRATA PLAN LMS 3462  
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**RULES AND REGULATIONS**

**Window Screens**

- 1 Screens for exterior windows must have white frames in order to conform to the building exterior.  
**(adopted July 19, 1999)**

**Common Area Keys**

- 1 Additional garbage room and bike room keys will be at a cost to the strata lot owner of \$15.00 per key.  
**(adopted May 16, 2002)**
- 2 each unit has been provided with two exterior entrance door keys. Additional keys may be purchased for a \$50.00 refundable deposit per key.  
**(adopted May 16, 2002)**

**Move-in & Move-out**

- 1 A fee of \$75.00 to cover normal wear and tear shall be charged to a strata lot for each move-in of that strata lot. Any repairs required due to damage caused during a move-in to a strata lot shall be charged to that strata lot.  
**(adopted July 6, 2006) not ratified yet**
- 2 All move-in and move-out residents must abide by the moving procedure supplied by the Strata Council and must contact the Management Company prior to move-in or move-out.  
**(adopted December 22, 1999)**
- 3 Each resident shall provide the Strata Council at least one-week notice of moving in/out. An alternative move-in fee will be charged as follows:  
  
-\$50.00 when notice is provided one week prior to the move-in date,  
-\$75.00 when notice is provided less than one week prior to the move-in date,  
-\$100.00 when notice is provided less than two days prior to the move-in date.  
**(adopted July 10, 2001)**

**RATIFIED BY OWNERS ON JUNE 18, 2002**

## **MOVING PROCEDURE LIST HEATHERSTONE**

1. A \$75.00 move-in fee will be charged to owners to cover wear and tear expenses. Any significant damage done while moving in/out may result in additional charges by the unit owner.
2. Please keep moving times between 9:00am to 9:00 p.m.
3. Respect your neighbours and keep noise to a minimum.
4. Cardboard boxes are to be disposed of in the cardboard recycling bin, and not in the garbage cans.
5. Minimum one weeks notice of moving date must be given to the Strata Council, so the elevator pad can be may be put in place.
6. Costs for loss or damage to elevator keys or protection pad will be charged to the unit owner.
7. Access doors propped open for move-in/ out are to be supervised at all times - including if a moving company is used.
8. Owner must arrange with Strata Council to obtain numeric codes for parking lot access and entrance phone system.