

BY-LAWS

STRATA PLAN BCS2478

SPECTRUM I & II

**111 West Georgia Street
668 Citadel Parade
Vancouver, B.C.**

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NOTICE

The attached bylaws for BCS2478 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.**

BYLAWS
Of
STRATA PLAN BCS2478
THE SPECTRUM I & II

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

DEFINITIONS AND INTERPRETATION

- (i) “Act” means the Strata Property Act of British Columbia, SBC 1998, c. 43, and associated Regulations, as from time to time amended.
- (ii) “Alteration” means works or improvements to a Strata Lot that include removal, demolition, destruction, construction, in whole or part, permanent or temporary, of walls, cabinets, flooring, plumbing, electrical, HVAC and any other systems or apparatus installed in a Strata Lot or attached to the Building.
- (iii) “Balcony” means the Limited Common Property designated by the Strata Plan or by the Council for the exclusive use of the Owner of the adjoining Strata Lot.
- (iv) “Building” means the improvements constructed on the land shown in the Strata Plan.
- (v) “Bylaws” means the bylaws of the Corporation set forth in this document and as amended from time to time by the Corporation.
- (vi) “Commercial or Professional Purpose” means a purpose, activity or occupation for which a Resident charges a fee or earns income.
- (vii) “Common Facilities” means the facilities available to all Residents, including the swimming pool, Jacuzzi, steam room, sauna, men’s and women’s change rooms, media room, exercise room and equipment and all other Common Property in the Building, excluding any Balcony or Patio that is Limited Common Property.
- (viii) “Common Property” means that part of the land, Building and other improvements shown on the Strata Plan excluding Strata Lots and Limited Common Property. Common Property includes the Common Facilities and all pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, electricity, telephone, radio, television services, fibre optic, cable, wireless communications, garbage, heating and cooling systems and other services within a floor, wall or ceiling of the Building, including where the centre of the floor, wall or ceiling forms the common boundary of a Strata Lot with another Strata Lot or with Common Property.
- (ix) “Contingency Reserve Fund” means a fund for common expenses that usually occur less often than once a year or that do not usually occur, as set out in section 92(b) of the Act.
- (x) “Corporation” means the corporation consisting of the Owners of all the Strata Lots in the Strata Plan and their successors, known by the name “The Owners, Strata Plan BCS2478.”

- (xi) "Council" means the people making up the strata council elected or appointed according to Sections 25, 28 and 29 of the Act and the Bylaws.
- (xii) "Family" means a person and their natural or adoptive mother, father, natural or adopted brothers and sisters, natural or adopted children, spouse or domestic partner.
- (xiii) "Limited Common Property" means Common Property designated according to section 74 of the Act for use by one or more Strata Lot(s).
- (xiv) "Locker" means any Common Property storage area purchased or leased by an Owner from the developer or another Owner for the exclusive use of an Owner of a Strata Lot.
- (xv) "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.
- (xvi) "Owner" means the person(s) registered in the register of the New Westminster Land Title Office as owner in fee-simple of a Strata Lot of the Strata Plan, whether entitled to it in their own right or in a representative capacity or otherwise, or where there is a registered life estate, the tenant for life.
- (xvii) "Patio" means the Limited Common Property designated by the Strata Plan or by the Council for the exclusive use of the Owner of the adjoining Strata Lot.
- (xviii) "Property Manager" means any individual or firm from time to time engaged by the Council to manage the affairs of the Corporation.
- (xix) "Regulations" means any regulations made according to § 292 of the Act.
- (xx) "Resident" includes Owners, Tenants, other occupants of the Building or a Strata Lot and their respective Family members.
- (xxi) "Rules" means the rules of the Corporation as in effect from time to time.
- (xxii) "Strata Fees" means assessed strata fees, contributions to the Contingency Reserve Fund, penalties, special assessments, legal costs, administrative fees, collection costs, bank charges, move-in fees, unpaid taxes, fines and any other charges levied from time to time by the Council.
- (xxiii) "Strata Lot" means a lot shown on the Strata Plan, including if called an "apartment," "unit" or "suite."

(xxiv) "Strata Plan" means the Plan described as BCS2478 showing and describing in whole or part the land, improvements, Building, Strata Lots, Common Property, Limited Common Property and other areas or things on the land.

(xxv) "Tenant" means a renter, lessee or tenant of a Strata Lot.

(xxvi) "Visitor" means any person who is a guest or invitee of a Resident.

In these Bylaws, except as otherwise expressly provided or as the context otherwise requires: (i) headings are for convenience only and are not a part of these Bylaws and shall not be used to interpret, define or limit the scope or extent of these Bylaws, (ii) the word "including" is a term of example and not of limitation, of items or matters, among others not listed, that could reasonably fall with the preceding general term or statement, (iii) a reference to a statute or part of the Act includes all the regulations made according to that statute or part of the Act, any amendment of the statute or part of the Act and any supplementary or superseding statute, regulation or part of the Act and (iv) the masculine includes the feminine and neuter, the singular includes the plural.

These Bylaws are severable and if any part of these Bylaws is illegal or invalid the balance shall continue in effect. British Columbia law controls these Bylaws. Time is of the essence.

1. Payment of Strata Fees, Special Levies, and Liens

- 1.1 Every Owner of a Strata Lot shall pay all Strata Fees on or before the first day of the month to which the Strata Fees relate. The Corporation applies all payments received by it first to late fees assessed by the Corporation, next to any returned check charges assessed by the Corporation, then to interest accruing on any previously unpaid amounts, then to fines levied by the Corporation and finally to any Strata Fees then due.
- 1.2 Any dishonoured cheque or automatic debit will result in the assessment of a charge of \$35 (or such different amount set forth in the Act, Rules or Regulations) for each contravention. Any Strata Fees not paid when due shall bear interest at 10% per annum (or such different amount set forth in the Act, Rules or Regulations), compounded annually and calculated monthly, starting on the date the payment was due and continuing until the last day of the month in which it is paid.
- 1.3 Owners whose Strata Fees are in arrears for three months or more, or where the amount outstanding is greater than or equal to three months' Strata Fees, shall have their access to the Common Facilities, the services provided by the Corporation and/or other privileges suspended until they pay all outstanding amounts in full. Likewise, if the Corporation is entitled to register a lien against that Owner's Strata Lot under section 116(1) of the Act, that Owner shall not be entitled to vote at meetings, except on matters requiring a unanimous vote.
- 1.4 Each Owner shall give the Corporation or its Property Manager either (a) twelve (12) consecutive monthly post-dated cheques for Strata Fees for the fiscal year of the Corporation, dated as of the first day of each month, or (b) written authorization for monthly automatic debits from the Owner's bank of account any Strata Fees and other assessments. The failure of an Owner to comply with this section will result in a fine of \$200 assessed each week until compliance.

2. Repair and Maintenance of Strata Lots and Limited Common Property

~~2.1~~ Every Owner is responsible for repairing and maintaining their Strata Lot, including Limited Common Property designated for the Strata Lot's exclusive use, in a manner reasonably acceptable from time to time to the Council and consistent with the standard of repair and maintenance prescribed by the Council. A Resident may keep plants on a Strata Lot and on Limited Common Property designated for the Strata Lot's use if such plants do not materially and adversely affect other Residents, the structure of the Building (including exterior aesthetics) or the Common Property, including Limited Common Property. The Council may, from time to time, regulate the type of gardening permitted on Limited Common Property. If an Owner does not maintain their Limited Common Property according to this section, Council may require them to maintain the Limited Common Property or to require any other person to do so at the expense of the Owner in a manner and to a standard deemed appropriate by the Council in all the circumstances.

2.2 A Resident of a Strata Lot shall maintain any planters within Limited Common Property adjoining the Strata Lot, beside interior fences and on Patios and Balconies, by watering all plants, shrubs and lawns. If a Resident of a Strata Lot is away for any length of time from the Strata Lot, they shall arrange for maintenance of any planters, garden, Patio and Balcony areas during their absence.

2.3 Following section 84 of the Act, an Owner shall promptly carry out any work ordered by the Council based on its receipt of a notice or order requiring such work to be done on or to the Strata Lot from a public or local authority authorized by law to require the work, or by any public or local authority in respect of the Owner's Strata Lot. The Owner's failure or refusal to carry out the required work entitles the Corporation to do the required work following section 85 of the Act at the Owner's expense.

3. Use of Strata Lots, Common Property, Limited Common Property and Common Facilities

3.1 All Residents and Visitors shall comply strictly with these Bylaws and the Rules.

- 3.2 A Resident or Visitor shall not use a Strata Lot, Common Property, Common Facilities, Locker or Limited Common Property in any way that causes a nuisance or hazard to another person, causes unreasonable noise, unreasonably directly or indirectly interferes with the rights of other persons to use and enjoy the Common Property, Common Facilities, Limited Common Property or another Strata Lot, is illegal, is contrary to any provisions, Rules or ordinances of any government statute, municipal bylaw or these Bylaws or the Rules, is damaging to the reputation of the Corporation or its Residents, or is contrary to a purpose for which the Strata Lot, Common Property or Limited Common Property is intended as shown expressly or by necessary implication on or by the Strata Plan. Unreasonable sound transmission from one Strata Lot to an adjoining Strata Lot is prohibited, including sound caused by amplification equipment (especially bass modules) operated above reasonable levels, impact by furniture and Residents' shoes with hard surfaces (such as granite, marble and hardwood flooring) and social events at unreasonable sound levels.
- 3.3 A Resident or Visitor shall not operate any business in a Strata Lot for Commercial or Professional Purposes, except a home office involving only administrative business. The prohibition under this section includes using any Strata Lot, the Common Property, Common Facilities or Limited Common Property for film making or production purposes without approval of the Council.
- 3.4 A Resident shall not use, or permit to be used, the Strata Lot except as a private dwelling home and, unless granted prior written approval by the Council, shall not allow more than four persons to occupy a Strata Lot originally designated by the developer as a one and two-bedroom unit; and not allow more than six persons to occupy a Strata Lot originally designated by the developer as a three-or more bedroom unit.
- 3.5 A Resident who alleges hardship because of the passage of bylaw 3.4 may appeal to the Council for permission to be exempt from bylaw 3.4 because of hardship and the Council may not unreasonably refuse the appeal.

4. Duty to Inform Corporation

- 4.1 Within two weeks after becoming an Owner, an Owner shall inform the Corporation or Property Manager of their name, Strata Lot number and mailing address outside the strata plan, if any.
- 4.2 On request by the Corporation, a Tenant shall inform the Corporation of their name.

5. Alteration of Strata Lots

5.1 An Owner shall obtain the advance written approval of the Corporation (given by the Corporation in a Work Permit and Agreement, which Owner may obtain from the Property Manager) before making, permitting or authorizing any Alterations, renovations, additions or improvements in or to a Strata Lot, including, without limitation, any of the following:

5.1.1 the structure of the Building;

5.1.2 the exterior or appearance of the Building;

5.1.3 Patios, Balconies or other things attached to the exterior of the Building;

5.1.4 doors, windows or skylights on the exterior of the Building, or that front on the Common Property;

5.1.5 railings or similar structures that enclose a Patio or Balcony;

5.1.6 Common Property within the boundaries of a Strata Lot;

5.1.7 those parts of the Strata Lot that the Corporation shall insure under section 149 of the Act;

5.1.8 wiring, plumbing, piping, heating and other services; and,

5.1.9 interior demising walls or other interior improvements.

5.2 The Corporation shall not unreasonably withhold its approval under this section, but may condition its approval on the Owner agreeing, in writing, to take responsibility for any expenses relating to the Alteration and to indemnify (and provide for indemnity by all future Owners of the Strata Lot) and hold harmless the Corporation for any damage to Common Property, Limited Common Property, other Strata Lots and for future costs concerning the Alteration.

5.3 An Owner intending to apply to the Corporation for permission to perform or authorize an Alteration shall submit, in writing, detailed plans, specifications and a written description of the intended work. A conditional approval of work may be granted, subject to all necessary government approvals and permits being obtained and copies thereof provided to the Corporation.

- 5.4 Any Structural Alterations require a report by a structural engineer along with drawings of the changes. The costs of such report shall be borne by the Owner. For purposes of this bylaw, "Structural Alterations" means changes, additions or deletions to walls, ceilings, floors, windows or doors that adjoin load bearing or party walls of a Strata Lot or structural modifications of the Building, Common Property or Limited Common Property. Any Alterations to wiring, plumbing, piping or other services shall comply with all building codes and shall not affect another Strata Lot or Common Property. Installation of any hard floor covering (wood, tile or other) must be on top of an underlayment to prevent sound transmission. The underlayment must have a STC (Sound Transmission Class) rating of greater than 50 in the case of cork and greater than 61 (with a IIC of greater than 50) if "silent step" is used. Proof of purchase and the STC and IIC ratings must be furnished to the Property Manager before installation.
- 5.5 If approval is granted for an Alteration, work shall commence within thirty(30) days after approval and be completed within ninety (90) days after approval.
- 5.6 All Alterations shall be of a class and quality consistent with the initial construction of and within the Strata Lot, shall be done according to all applicable codes and regulations and the Owner shall furnish the Corporation with copies of all permits issued for the Alterations.
- 5.7 All work shall be performed only during the following days and hours: Monday through Friday from 9:00 a.m. to 5:00 p.m., Saturday by special arrangement with the Property Manager and never on Sunday or statutory holidays.
- 5.8 Except for the passage of workers without tools, equipment, supplies or materials, the coming and going of all workers, contractors and employees of the Owner, the use of Common Property for transportation or passage of tools, equipment, supplies or materials and the use of Building elevators, loading docks, passageways and other areas shall be under the supervision and control of the concierge, by advance appointment and at the expense (charged at the concierge's usual hourly rate) of the Owner.
- 5.9 The Owner of a Strata Lot shall give a copy of these Bylaws to all contractors and employees engaged to perform the Alterations. All contractors shall provide the Corporation with their names, addresses, WCB numbers and insurance information, including names of agents and policy numbers.

- 5.10 The Owner of the Strata Lot shall be responsible for any damage to or soiling of the Common Property, Building, elevators, passageways or other areas caused by the work, workers, contractors or employees of the Owner. Accordingly, before the start of any work on the Alterations, the Property Manager will conduct a "walk through" of all such areas with the Owner to determine the condition of those areas. After completion of the Alterations, the Property Manager will similarly conduct a "walk through" of all such areas with the Owner to determine if any damage or soiling was caused by the work or Alterations. In case of any damage or soiling, the Owner shall reimburse the reasonable cost of repairs or cleaning within ten (10) days after receiving a billing therefor from the Corporation. Those persons or entities performing the Alterations shall take all due care and preventive measures (including barricades, temporary walls, floor mats or other coverings and regular cleaning) to protect the finishes and components of the Building, common areas and limited common areas. No undue use or overloading of facilities, equipment or the structure of the Building is permitted. All construction materials (including paints and other residue) shall be disposed of in containers provided by the Owner and not in the garbage, piping or other facilities of the Building or Corporation.
- 5.11 The Owner of the Strata Lot shall not suffer or permit any liens or charges against the Building, Corporation or Strata Lot because of any work, labour, services or materials supplied or claimed to have been supplied to the Owner or Strata Lot. Consequently, the Owner shall indemnify, protect and defend the Corporation against any such liens and from any other liability, claims, damages, expenses (including reasonable attorneys' fees), judgments, proceedings and causes of action, arising out of or in any way connected with the performance of such work or the supply of such services, unless caused by the negligent or willful act or omission of the Corporation. The Owner shall carry all liability and other insurance as may be prudent to insure against any damages or claims. An Owner shall require any contractor or subcontractor performing work, labour, services or materials to any Strata Lot or Limited Common Property to carry proper WCB insurance. An Owner shall promptly cure any condition that causes a labour or work action (such as a strike or picketing) at the Building.
- 5.12 The Property Manager or member(s) of the Council may from time to time, after reasonable notice to the Owner, inspect the work or Alterations and Strata Lot for compliance with this section. If deemed reasonably appropriate by the Corporation, it may require the professional inspection and certification of any Alterations at the Owner's expense.

6. Alteration of Common Property

6.1 An Owner shall obtain the written approval of the Corporation before making an Alteration to Common Property, including Limited Common Property, or Common Facilities. ~~If the Corporation grants permission to make Alterations to Common Property, the provisions of section five (5) shall apply.~~

~~6.2 The 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 to Enter Strata Lot

7.1 An Owner, Tenant, Resident or Visitor shall allow a person authorized by the Corporation (with proper identification and proof of authorization) to enter the Strata Lot:

7.1.1 in an emergency, without notice, to ensure safety or prevent significant loss or damage;

7.1.2 at any other reasonable time, on 48 hours' written notice, to inspect, repair, replace or maintain Common Property, Common Facilities and any portions of a Strata Lot that are the responsibility of the Corporation to repair and maintain under these Bylaws or insure under section 149 of the Act; and,

7.1.3 to ensure a Resident's or Visitor's compliance with the Act, these Bylaws and the Rules.

7.2 The notice referred to in subsection 7.1.2 shall include the date and approximate time of entry, and the reason for entry.

7.3 If forced entry to a Strata Lot is required due to required emergency access and the inability to contact the Owner of the Strata Lot, the Owner shall be responsible for all costs of forced entry incurred by the Corporation.

8. Repair and Maintenance of Property by Corporation

8.1 The Corporation shall repair and maintain all of the following:

8.1.1 Common Facilities,

8.1.2 Common Property that has not been designated as Limited Common Property, including driveways,

8.1.3 Limited Common Property, but the duty to repair and maintain it is restricted to repair and maintenance that in the ordinary course of events occurs less often than once a year,

~~8.1.4 the structure of the Building, including the structural parts of Strata Lots,~~

~~8.1.5 the exterior of the Building,~~

8.1.6 chimneys, stairs and other things attached to the exterior of the Building,

8.1.7 doors, windows and skylights on the exterior of the Building or that front on Common Property and are not Limited Common Property doors, windows and skylights,

8.1.8 fences, railings and similar structures that enclose Patios or Balconies,

9. The Council

9.1 The Council shall have at least three and not more than seven members, consisting of Owners or their spouses or domestic partners, but not more than one person per Strata Lot.

9.2 No person may stand for Council or continue to be on Council if the Corporation is entitled to register a lien against the Strata Lot of that person under section 116(1) of the Act.

10. Council Members' Terms

10.1 The term of office of a Council member ends at the end of the annual general meeting one year after the annual general meeting at which the Council was elected.

10.2 A person whose term as Council member is ending is eligible for re-election.

11. Removing Council Members

The Corporation may, by a resolution passed by a majority vote at a special general meeting, remove one or more Council members. The Corporation shall pass a separate resolution for each Council member to be removed. After removing a Council member, the Corporation shall hold an election at the same special general meeting to replace the Council member for the remainder of the term.

12. Replacing Council Members

- 12.1 If a Council member resigns or is unwilling or unable to act, for two or more months, the remaining members of the Council may appoint a replacement Council member for the remainder of the term. A replacement Council member ~~may be appointed from any person eligible to sit on the Council.~~ 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.
- 12.2 If all the members of the Council resign or are unwilling or unable to act for two or more months, persons holding at least 25% of the Corporation's votes may hold a special general meeting to elect a new Council by complying with the provisions of the Act and the Bylaws respecting the calling and holding of meetings.

13. Officers

- 13.1 At the first meeting of the Council held after each annual general meeting of the Corporation, the Council shall elect, from among its members, a President, a Vice President, a Secretary and a Treasurer.
- 13.2 A person may hold more than one office at a time, other than the offices of President and Vice President.
- 13.3 The Vice President has the powers and duties of the President while the President is absent or is unwilling or unable to act, if the President is removed, or for the remainder of the President's term if the President ceases to hold office.
- 13.4 The Council may vote to remove an officer. If an officer other than the President is removed, resigns, is unwilling or unable to act for two or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

14. 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. The notice does not have to be in writing.
- 14.2 A Council meeting may be held on less than one week's notice if all Council members consent before the meeting, or the meeting is required to deal with an emergency. All Council members shall consent before the meeting, unless they are unavailable to provide consent after reasonable attempts to contact them.
- 14.3 The Council shall inform Owners about a Council meeting as soon as feasible after the meeting has been called.

15. Request for Council Hearing

An Owner or Tenant may request a hearing at a Council meeting by applying in writing, stating the reasons for the request. Council may regulate the rules of procedure for such hearings. If a hearing is requested, Council shall hold a meeting to hear the applicant within one (1) month after the date the Council receives the application. If the purpose of the hearing is to seek a decision of the Council, the Council shall give the applicant a written decision within two weeks after the date of the hearing.

16. Quorum of Council

16.1 A quorum of the Council is two, if the Council consists of two, three or four members, three, if the Council consists of five or six members, and four, if the Council consists of seven members.

16.2 Council members shall be present in person at the Council meeting to be counted in establishing a quorum.

17. Council Meetings

17.1 At the option of the Council, Council meetings may be held by electronic means, if all Council members and other participants can communicate with each other. If a Council meeting is held by electronic means, Council members are deemed to be present in person.

17.2 The Council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

17.3 Owners may attend Council meetings as observers. However, no observers may attend those portions of Council meetings that deal with a By Law contravention under section 135 of the Act, rental restriction By Law exemption hearings under section 144 of the Act or 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

At Council meetings, decisions shall be made by a majority of Council members present in person. All resolutions of Council are effective when passed and then circulated to the Owners. However, failure to circulate a resolution passed by Council will not affect its validity. If there is a tie vote at a Council meeting, the President may break the tie by casting a second, deciding vote. The results of all votes at a Council meeting shall be recorded in the Council meeting minutes.

19. Council to Inform Owners of Minutes

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

20. Delegation of Council's Powers and Duties

Subject to these Bylaws, Council may delegate some or all of its powers and duties to one or more Council members, the Property Manager or persons who are not members of the Council, and may revoke the delegation. The Council may delegate its spending powers or duties, but only by a resolution that delegates the authority to make an expenditure of a specific amount for a specific purpose, or delegates the general authority to make expenditures according to these Bylaws. A delegation of a general authority to make expenditures shall set a maximum amount that may be spent, and indicate the purposes for which, or the conditions under which, the money may be spent. The Council may not delegate its powers to determine, based on the facts of a particular case, whether a person has contravened these Bylaws or Rules, whether a person should be fined, and the amount of the fine, or whether a person should be denied access to Common Facilities.

21. Spending Restrictions

21.1 A person may not spend the Corporation's money unless the power to do so has been delegated to them according to these Bylaws.

21.2 Despite section 21.1, a Council member may spend the Corporation's money to repair or replace Common Property or Common Facilities if action is required immediately to ensure safety or prevent significant loss or damage.

22. Limitation on Liability of Council Members

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. This section does not affect a Council member's liability, as an Owner, for a judgment against the Corporation.

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

23. Fines for Violations

23.1 Except where specifically stated to be otherwise in these Bylaws, the Corporation may fine a Resident or Tenant \$200 for each contravention of a bylaw, \$500 for each contravention of a rental restriction in these Bylaws and \$50 for each contravention of the Rules or such different amount set forth in the Act, Rules or Regulations.

23.2 The Council shall, if it determines in its discretion that a Resident is in repeated contravention of any Bylaws or the Rules, levy fines and the fines so levied shall be due and payable with the Strata Fees for the Strata Lot in the next month following such contravention.

23.3 Except where specifically stated to be otherwise in these Bylaws, if an activity or lack of activity that constitutes a contravention of a By Law or Rules continues, without interruption, for longer than seven days, a fine may be imposed every seven days.

24. Person to Chair Annual and Special General Meetings

Annual and special general meetings shall be chaired by the President. If the President is unwilling or unable to act, the meeting shall be chaired by the Vice President. If neither the President nor the Vice President chairs the meeting, a chair shall be elected by the eligible voters present in person or by proxy from among those persons, who are present at the meeting. During an annual or special general meeting, the Council may designate the Property Manager to chair the meeting.

25. Participation by Other Than Eligible Voters

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

26. Voting

26.1 Each Strata Lot has one vote, to be exercised by an Owner Family member or proxy. Except on matters requiring a unanimous vote, the vote for a Strata Lot may not be exercised if the Corporation is entitled to register a lien against that Strata Lot under section 116(1) of the Act.

26.2 At an annual or special general meeting, voting cards shall be issued to eligible voters. At such meetings a vote is decided on a show of voting cards, unless an eligible voter requests a precise count. If a precise count is requested, the chair shall decide whether it will be by show of voting cards or by roll call, secret ballot or other method. The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, shall be announced by the chair and recorded in the minutes of the meeting. 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. Despite anything in these Bylaws to the contrary, an election of Council shall be held by secret ballot, if an eligible voter requests the same.

26.3 A proxy given by joint Owners shall be executed by all of them and may only be revoked by all of them. An Owner who is a trustee is entitled to exercise the vote for a Strata Lot and the persons beneficially interested may not vote. A proxy purporting to be executed by an Owner will be presumed valid unless challenged at the time of or before it is exercised. The person challenging any such instrument will have the burden of proving to the satisfaction of the chair of the meeting that the instrument is invalid. Any decision of the chair of the meeting in respect of the validity of the instrument will be final unless challenged, in which case, the validity of the proxy will be determined by majority vote.

27. Order of Business

27.1 If within ½ hour after the time appointed for an annual or special general meeting, a quorum is not present, the meeting stands adjourned for a further ½ hour on the same day and at the same place. If within a further ½ hour after the time of the adjournment, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum. This section is an alternative to section 48(3) of the Act. This section does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

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

27.2.1 certify proxies and corporate representatives and issue voting cards.

27.2.2 determine that there is a quorum.

27.2.3 elect a person to chair the meeting, if necessary.

27.2.4 present to the meeting proof of notice of meeting or waiver of notice.

27.2.5 approve the agenda.

27.2.6 approve minutes from the last annual or special general meeting.

27.2.7 deal with unfinished business.

27.2.8 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.

27.2.9 ratify any new Rules under section 125 of the Act.

27.2.10 report on insurance coverage according to section 154 of the Act, if the meeting is an annual general meeting.

27.2.11 approve the budget for the coming year according to section 103 of the Act, if the meeting is an annual general meeting.

27.2.12 deal with new business, including any matters about which notice has been given under section 45 of the Act.

27.2.13 elect a Council, if the meeting is an annual general meeting.

27.2.14 terminate the meeting.

28. Voluntary Dispute Resolution

A dispute among Owners, Tenants, the Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if all the parties to the dispute consent, and the dispute involves the Act, Bylaws or the Rules. The committee consists of one Owner or Tenant of the Corporation nominated by each of the disputing parties and one Owner or Tenant chosen to chair the committee by the persons nominated by the disputing parties, or any number of persons consented to, or chosen by a method consented to, by all the disputing parties. The dispute resolution committee shall attempt to help the disputing parties to end the dispute voluntarily.

29. Marketing Activities by Developer

29.1 An Owner developer who has an unsold Strata Lot may carry on sales functions that relate to its sale.

29.2 An Owner developer may not use a Strata Lot, that they own or rent, as a display lot for the sale of other Strata Lots in the strata plan.

30. Building Security

- 30.1 A Resident or Visitor shall not leave open or unlocked any inside or outside entrance or exterior fire exit doors.
- 30.2 A Resident shall not admit any person to the Building unless the person is known to them. Persons delivering goods or other articles shall be met at the front entrance. If such persons enter the Building, the Resident shall escort them until they depart.
- 30.3 A Resident shall not allow a stranger into the Building by way of enterphone or when entering themselves. This applies, in particular, to trades or delivery persons, since they should have an appointment via the Concierge.
- 30.4 A Resident shall report to the Concierge or the police any suspicious person(s) in or around the Building.
- 30.5 All keys to locks on Common Property are Common Property and will be made and issued only with the authority of Council.
- 30.6 Additional/replacement infrared control units (IRC's) may be obtained by an Owner of a Strata Lot. IRC's will be issued by the Concierge with the authority of Council at a cost to be determined from time to time by Council. All lost or stolen IRC's and common area keys shall be reported to the Corporation immediately. There is no penalty, but the Owner shall pay the cost of replacement. The Council may annually conduct an "audit" of all IRC's to determine their ownership.
- 30.7 No leafleting or soliciting is permitted on the Common Property, including Limited Common Property under any circumstances.
- 30.8 A Resident shall wait for the overhead gate to close fully before driving away.

31. Signs

- 31.1 Only removable real estate signs shall be displayed in a Strata Lot or on Common Property or Limited Common Property except on city Boulevard law.
- 31.2 Subject to section 31.1, a Resident shall not erect or display or permit to be erected or displayed any signs, displays, billboards, placards, advertising, notices or other fixtures of any kind on the Common Property, including Limited Common Property or in a Strata Lot, including exterior windows, Balconies or Patios unless authorized by the Council.

32. Damage to Common Property

- 32.1 A Resident or Visitor shall not cause damage, other than reasonable wear and tear, to the Common Property, Common Facilities or those parts of a Strata Lot that the Corporation shall repair and maintain under these Bylaws or insure under section 149 of the Act.
- 32.2 An Owner is responsible for any damage to their Strata Lot caused by Residents, Tenants or Visitors.
- 32.3 A Resident shall not do anything or cause anything to be done on Common Property, including Limited Common Property, likely to damage plants, bushes, flowers, lawns, lights or fountains. No chairs, tables or other objects shall be placed on the lawn that are likely to damage the lawn or prevent its reasonable growth.
- 32.4 An Owner shall indemnify and save harmless the Corporation from any expense of any maintenance, repair or replacement rendered necessary to Common Property, Limited Common Property, Common Facilities or to any Strata Lot because of the Owner's act, omission, negligence or carelessness or by that of an Owner's Visitors, Residents, employees, agents, Tenants or a member of the Owner's Family. An Owner's liability under this section includes, but is not limited to, any "deductible" paid by the Corporation according to any policy of insurance maintained by the Corporation, relating to any claim or occurrence resulting in an expense described in the preceding sentence.
- 32.5 Anyone under the age of 16 shall not be permitted to play in the hallways, elevators, lobby, Common Property, Common Facilities or Building and shall be under the supervision of a responsible adult at all times. Anyone playing in Common Property or Common Facilities does so at their own risk and Council is not responsible for injuries.

33. Hazards and Insurance

- 33.1 No one shall place anything in the stairwells/fire escapes or on Common Property.
- 33.2 No one shall throw or permit to fall out of any window or other part of a Strata Lot or Common Property, including Limited Common Property, any materials or substances, especially burning materials such as cigarettes or matches.
- 33.3 No one shall obstruct sidewalks, walkways, passages or driveways of the Common Property or use them for any purpose other than ingress or egress from Strata Lots and parking areas.

- 33.4 No one shall smoke or consume alcohol on Common Property, including elevators, lobbies, hallways, Common Facilities or the Building.
- 33.5 An Owner is responsible for any damage to Common Property, including Limited Common Property, or to any Strata Lot caused by a waterbed, appliance or fixture in their Strata Lot.
- 33.6 Freshly cut Christmas trees are prohibited. Outdoor Christmas lights are permitted after December 1st and before February 1st.
- 33.7 No one shall do anything that will cause a safety hazard to the Building or Residents, including interfering with proper closure of fire doors by adjusting the door closure, by blocking doors open or by encumbering the hallways, landings or stairways with anything.
- 33.8 No one shall store, use or dispose of any toxic, explosive, combustible, offensive or hazardous materials (not used for normal household purposes) in any Strata Lot, Locker, Common Property, Limited Common Property or in Common Facilities, including pipes and garbage rooms. Materials that could give off flammable vapours, such as gasoline, solvents, paints (industrial) and the like shall not be stored in a Strata Lot or parking garage. This section does not include a small supply of fuel for gas barbecues.
- 33.9 No one shall play, use skateboards, ride bicycles, use rollerblades/skates in the underground parking, common entrances, traffic circles or in front of any automatic gate.
- 33.10 No one shall bring or keep firearms or ammunition in a Strata Lot or on Common Property, without prior written approval of Council.
- 33.11 Everyone shall endeavour to protect the Strata Lots and Common Property from all hazards and shall not do any act or thing or fail or neglect to do any act or thing that would or could present a hazard to a Strata Lot, the Common Property or persons.
- 33.12 Everyone shall endeavour to prevent the escape of any explosive, combustible, flammable or noxious fumes material from a Strata Lot.
- 33.13 No one shall do anything that might increase the risk of explosion, fire, water or other damage or the rate of fire insurance premiums on the Building, Common Property, Limited Common Property, Common Facilities or the Building.

- 33.14 Everyone shall endeavour to conserve the plumbing and electrical systems of the Building. Any damage or blockage to these systems caused by the wrongful act or neglect of a Resident or Visitor shall be repaired at the expense of the Owner. No Resident shall permit a condition to exist within a Strata Lot that will result in the wasting or excessive consumption of domestic water or heating water.
- 33.15 The Corporation shall insure against major perils, as set out in the Act, including, without limitation, earthquakes.

34. Concierge

- 34.1 Except in emergencies, the Concierge performs duties as directed by the Corporation or its agent and such duties are restricted to the maintenance and supervision of Common Property and land that is a common asset.
- 34.2 The Concierge shall have written permission to allow access to a Strata Lot for any reason, except in an emergency.
- 34.3 A Resident who will be absent from a Strata Lot for more than one month shall notify the Concierge and arrange for an inspection of the Strata Lot not less than every two weeks by the Concierge or another responsible person.
- 34.4 A Resident expecting large furniture deliveries should contact the Concierge at least 24 hours in advance to have the pads hung in the elevators to prevent damage.

35. Resident Vehicles and Parking

- 35.1 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.
- 35.2 A Resident shall not sell, lease or rent a parking garage assigned to a Strata Lot to a person who is not a Resident.
- 35.3 No one shall park a motor home, trailer, boat or equipment of any kind on Common Property.
- 35.4 Vehicles, found in unallocated spaces will be removed immediately, without notice, at the vehicle owner's expense.
- 35.5 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.

35.6 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.

35.7 No one shall use the common parking areas for storage of any kind.

~~35.8 No one shall make major repairs or adjustments to a vehicle on Common Property or in parking garages.~~

35.9 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.

35.10 No one shall park or store an unlicensed or uninsured vehicle or non-operational vehicle on Common Property, including garages. Vehicles not bearing current licence plates or displaying a valid certificate of storage insurance (with a minimum of \$1,000,000.00 liability) will be towed away, without notice, at the vehicle owner's expense.

35.11 A Resident who finds an unauthorized vehicle parked in their assigned parking garage or blocking ingress or egress to the same shall contact the Concierge to have the vehicle removed which removal will be at the expense of the vehicle owner.

35.12 No one shall drive faster than 10 km/h on Common Property.

35.13 No one shall sound a vehicle horn or allow a vehicle to make any other noise that is a nuisance.

35.14 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.

36. Balconies and Patios

36.1 Every Owner is responsible for the cleaning, good appearance and repair of Limited Common Property Balconies and Patios for the use of their Strata Lot. An Owner shall keep drains clear and contact Council if problems exist. Towels, blankets, rugs, sleeping bags and the like and/or laundry may never be hung over Balconies or on lines or apparatus located on Balconies or Patios.

36.2 A Resident may not erect or install over or outside any window or Balcony or Patio door, visible from the exterior of the Building, any awning or shade, window or Balcony or Patio guards, screens or enclosures, ventilators, air conditioning devices or supplementary heating, except those installations approved in writing by Council.

36.3 A Resident shall not attach anything to the Strata Lot, Limited Common Property, railings or Common Property without the prior, written consent of Council. This includes planters, satellite dishes, antennas and any other communications equipment. A Resident wishing to do so shall submit designs or plans to Council detailing the materials to be used.

36.4 A Resident shall not use Balconies or Patios for storage. Only plants, patio, furniture, and propane and electric BBQ are allowed.

37. Cleanliness and Community Standards

37.1 A Resident shall maintain a consistently high standard of cleanliness, appearance and repair in and surrounding a Strata Lot, Limited Common Property adjoining a Strata Lot, Balconies and Patios and any assigned parking garage as determined by Council from time to time.

37.2 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 anytime because such items detract from the overall appearance of the Common Property and Building, pose a safety hazard and breach the fire code.

37.3 A Resident shall not permit a Strata Lot to become a health/safety hazard.

38. Garbage

38.1 Every Resident shall remove all ordinary household refuse and garbage from their Strata Lot and deposit it in the garbage receptacles provided. Any materials other than ordinary household refuse and garbage such as furniture, etc., shall be removed from the Common Property at the sole effort and/or expense of the Resident.

38.2 A Resident shall properly bag and secure all garbage before placing it in the garbage receptacles. Recyclable materials shall be placed in the receptacles provided.

38.3 A Resident shall clean up immediately any litter or garbage spilled or dropped on the Common Property.

38.4 No one shall leave, throw or deposit rubbish, garbage, boxes, or anything else anywhere on Common Property, Limited Common Property or the Building.

39. Pet Restrictions

39.1 A Resident shall not harbour exotic, rare or endangered animals.

39.2 A Resident is restricted to one dog or one cat, or two birds (non-exotic) per Strata Lot, shall keep the pets within a Strata Lot and under control, shall not keep a pet on Common Property, including Limited Common Property, such as Balconies or Patios and shall not keep a pet that is a nuisance. If a Resident has a pet that is, in the reasonable opinion of Council, a nuisance or has caused or is causing an unreasonable interference or disturbance with the use and enjoyment by Residents of another Strata Lot, Common Property or Common Facilities, the Council may order such pet to be removed permanently from the Strata Lot or the Common Property. If a Resident contravenes this section, the Owner of the Strata Lot will be subject to a fine of \$200 being assessed every seven (7) days. Further, a Resident whose pet contravenes this section will be subject to an immediate injunction application and the Owner of the Strata Lot will be responsible for all expenses incurred by the Corporation to obtain the injunction, including legal costs.

39.3 A Resident shall not permit a pet to travel on Common Property unless the pet is leashed (leashes shall not exceed six feet in length) and under control.

39.4 A Resident shall remove any faecal droppings by their pet and deposit the same in a garbage container or other appropriate facility. A Resident whose pet soils Common Property will be responsible for any clean up and repair costs.

39.5 A Resident shall not permit their pet to bark excessively anytime.

39.6 A complaint about a pet or its Owner shall be in writing with sufficient detail about the violation, date and time and, where possible, shall contain witness verification.

39.7 A Resident or Visitor shall not feed birds, rodents or other wild animals from any Strata Lot, Limited Common Property or Common Property. No feeders of any kind are permitted to be kept on Balconies, Patios, Strata Lots, Common Property or Limited Common Property.

39.8 A Resident who contravenes or whose pet contravenes any By Law will be subject to a fine of \$50 and if the Corporation takes any steps to enforce any of

these Bylaws, all costs incurred by the Corporation, including the costs of any legal proceedings will be charged to the Owner.

39.9 Pets are banned from the 2nd level courtyard.

40. Exterior Appearance

40.1 An Owner shall repair and maintain their Strata Lot, except for repairs and maintenance that are the responsibility of the Corporation under these Bylaws.

40.2 An Owner who has the use of Limited Common Property shall repair and maintain it, except for repairs and maintenance that are the responsibility of the Corporation under these Bylaws.

40.3 A Resident shall not apply any metallicized or reflective coatings on glass windows or doors.

40.4 A Resident shall not install, hang, erect or attach to the exterior of a Strata Lot or on or in any Balcony or Patio any radio or television antenna or similar structure or appurtenance without the advance written approval of the Council.

40.5 A Resident shall not hang or display from any window, Balcony, Patio or other part of a Strata Lot, Common Property or Limited Common Property any sign, laundry, washing, clothing, bedding or other articles so that the same are visible from outside the Building.

40.6 A Resident shall not install window coverings visible from outside the Building that detract from the conformity of the Building. Window coverings visible from outside the Building shall be white to ivory.

40.7 A Resident shall not alter the exterior appearance of the Building by adding any wood, iron work or concrete or paint any of them.

41. Disturbances

41.1 A Resident shall not make or permit any person to make undue noise or disturbance in or about a Strata Lot or the Common Property that interferes unreasonably with the enjoyment by others of Strata Lots or Common Property, including Limited Common Property.

41.2 A Resident or Visitor shall not trespass on Limited Common Property designated for the exclusive use of another Strata Lot.

- 41.3 A Resident or Visitor shall not use any instrument, sound reproduction equipment, wind chime or other device in a Strata Lot or on the Common Property, including Limited Common Property that, in the opinion of Council, causes a disturbance or interferes with the comfort, use or enjoyment by other of a Strata Lot or Common Property, including Limited Common Property.
- 41.4 A Resident or Visitor shall not shake any mops or dusters or throw any water or refuse from any window, door, Balcony or Patio.
- 41.5 A Resident or Visitor shall not play any games, loiter or run on any Common Property, inside or outside, including all garden areas.
42. Bicycles, Skateboards, Skates and the Like
- 42.1 A Resident shall keep bicycles, skateboards, skates and the like only in designated areas.
- 42.2 A Resident or Visitor shall not bring, ride or use bicycles, skateboards, skates and the like in the Building, except into the underground parking. Bicycles, skateboards, skates and the like may be transported through the Common Property if done with care and due regard to cleanliness.
- 42.3 Any bicycle, skateboard, skates and the like found in a non-designated location is subject to removal, including cutting them free from handrails or fences. All costs of removal will be at the expense of the Resident. Bicycles, skateboards, skates and the like removed will be locked up by the Concierge or other authorized person for up to 30 days.
43. Correspondence
- 43.1 All communication between Owners and Council shall be in writing, signed and directed to the Property Manager.
- 43.2 Council will consider written submissions at the next Council meeting and will report, in writing through the Property Manager, Council's decision within two (2) weeks after the meeting/deliberation at which the submission was considered.
44. Moves
- 44.1 An appointment for moving in/out shall be made with the Concierge (three (3) business days advance notice) having regard for the convenience of all concerned and noise abatement.

44.2 Whenever possible, a minimum of two (2) weeks' advance notice shall be given to the Concierge about any Move in or out..

44.3 Moves are restricted to the following:

Mondays to Fridays

10 a.m. to 1 p.m

and

1 p.m. to 4 p.m.

Weekends

8 a.m. to 11 a.m.

11 a.m. to 2 p.m., and

2 p.m. to 5 p.m.

except by special arrangement with the Concierge.

44.4 A moving party shall obtain full instructions for the operation of a Move from the Concierge.

44.5 A moving party shall ensure that elevator floor mats and wall pads are installed to protect the elevator floors and walls.

44.6 A moving party shall keep all lobby doors closed and locked when unattended.

44.7 An Owner is responsible for all Moves in or out of their Strata Lot and the cost to repair any damage to Common Property resulting from a Move. Any damage occurring because of a Move, will be assessed by the Property Manager and the moving party and will charged to the Owner. The Concierge will conduct a pre and post Move inspection.

44.8 Excluding the townhouses a non-refundable fee of \$200 shall be paid to the Corporation before a move in or a move out can proceed (Note: Furnished suites to pay \$100 for each move in and move out and must be verified by the Concierge staff.) The Concierge will disarm the entrance door alarm and lock out an elevator. On completion of a Move and inspection of Common Property, the security system will be re-armed.

44.9 All Moves in or out shall be through the nearest entrance door or through the underground parking.

45. Sale of Strata Lots

45.1 Within two weeks after becoming an Owner, an Owner shall notify the Corporation of their name and any Residents' names, Strata Lot number and mailing address outside the strata plan, if any.

45.2 On request by the Corporation, a Tenant shall inform the Corporation of their

name and the Strata Lot that they occupy.

45.3 A Resident shall not leave open or unlocked any entrance door to the Building for the purpose of "open house" selling.

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

45.5 Showing of Common Property is restricted to the hours between 8:00 a.m. and 8:00 p.m. Open house shall be by appointment only.

46. Rental of Strata Lots

46.1 Before possession of a Strata Lot by a Tenant, an Owner shall deliver to the Tenant the current Bylaws and Rules and a Notice of Tenant's Responsibilities in Form K.

46.2 Within two weeks after renting a Strata Lot, the Owner shall give the Corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the Tenant, according to section 146 of the Act.

46.3 No Owner shall rent or lease a non-fully furnished strata lot to a tenant for a period shorter than 90 days, exception being from January 1, 2010 to March 31, 2010.

46.4 Subletting of a strata lot is not permitted.

47. Actions by the Corporation

47.1 The Corporation may proceed, without further authorization by the Owners, to recover from an Owner or other person, by an action in Small Claims or Supreme Court, any money owing to the Corporation for any reason.

47.2 The Strata Corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or another person, by an action in debt in Small Claims Court, money owing in the amount up to \$10,000 to the Strata Corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the Strata Corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

48. Annual Operating Budget

Council may approve operating expenditures not approved in the operating fund of up to 1.5% of the total operating fund for a fiscal year without prior approval of the Owners.

49. Film Production

- 49.1 The advance written permission of the Council is required for any use of a Strata Lot, the Building, Common Property, Limited Common Property, Balcony or Patios or areas surrounding the Building for any film production purposes.
- 49.2 Application shall be made to the Council at least five (5) business days before the proposed use. The application shall include, at a minimum, (i) the name, address, telephone number and identity of the responsible managing agent or employee of the proposed user, (ii) the date, time, location, duration and a detailed description of the proposed use and (iii) proof of insurance of at least \$2,000,000.00 naming the Corporation as an additional insured, with waiver of liability.
- 49.3 The charge for use of the Building or Common Property or areas surrounding the Building is \$1,000.00 for any use up to twelve continuous hours. Any use beyond twelve continuous hours is charged at the rate of \$100.00 per hour. There is a charge of \$500 per day for set up and access through Common Area to use any Strata Lot, Limited Common Property, Patio or Balcony for film production purposes.
- 49.4 At least one Corporation employee, concierge or Property Manager shall be on duty during the time the user is using the Building, Common Property, Limited Common Property, Balcony or Patios or areas surrounding the Building. The user shall reimburse the Corporation for all staff time devoted to assisting, supervising or securing the area used or affected. Staff time is charged at the prevailing hourly rate (plus benefits) at the time. The user may separately contract with staff to work at times and hours when staff are not on Corporation employment.
- 49.5 The user shall, at their expense, provide appropriate security to ensure that unauthorized persons do not gain access to the Building, Common Property, Limited Common Property, Strata Lots, Balcony or Patios or areas surrounding the Building.
- 49.6 The user shall provide quiet self-contained generators to provide all electricity required for the production. The user may not hook into or use any electricity, plumbing, pump-out or other facilities or utilities provided at the Building.

Notes:

BB0752925 February 2nd, 2009

- As passed at AGM December 11th, 2008
- Amendments to Bylaws No. 1 through 45
- Additions: Bylaws 46-49