BY-LAWS

STRATA PLAN LMS2995

MARINA POINTE

1008 Cambie Street, Vancouver, BC
1018 Cambie Street, Vancouver, BC
1009 Expo Boulevard, Vancouver, BC

*** * ***

The attached bylaws for Strata Plan LMS2995 are in addition to those bylaws contained in Part 7 of 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 Titles Office, but are attached herein. *For legal purposes, you should obtain a true copy of the bylaws from the Land Title Office.*

UPDATED: July 31st, 2007

B-COVER/LMS2995

Strata Plan LMS 2995
Waterworks/Yaletown Ltd. Edition/Landmark 33 – Bylaws

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Interpretation:

Unless otherwise stated, all terms have the meanings prescribed in the Strata Property Act, S.B.C. 1998, c.43**.** For the purpose of these bylaws, "residents" means collectively, owners, tenants and occupants and "a resident" means collectively, an owner, a tenant and an occupant.

Commercial and Residential Sections

1. The owners of all the non-residential strata lots shall form a separate section (the "Commercial Section") within the strata corporation consisting of all the non-residential strata lots in the strata plan.
2. The owners of all residential strata lots shall form a separate section (the "Residential Section") within the strata corporation consisting of all the residential strata lots in the strata plan.
3. Certain recreational areas will be designated as limited common property for the exclusive use of all the owners of the strata lots within the Residential Section.

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

1. Monthly Maintenance Payments/Special Assessments

1. An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
2. Where an owner fails to pay strata fees in accordance with subsection (1) outstanding strata fees will be subject to an interest charge of 10% per anmum, compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of $50.00 for each contravention of subsection (1).

   An owner must provide the strata corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month, or if applicable, written authorization for monthly automatic debit from the owner's bank account.

   Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with subsection (2) is in contravention of bylaw (1)(1) and the strata corporation will levy a fine of $50.00 for each contravention. Each dishonored cheque or dishonored automatic debit will be subject to a fine of $50.00 and an administration charge of $25.00.
3. Any fines assessed pursuant to these bylaws will be added to the strata fees of the owner following the date of the notice of infraction.
4. The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner, by an action in debt in Small Claims Court, money owing 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.

2. Repair and Maintenance of Property by Owner

1. An owner must repair and maintain the owner's strata lot. Except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.

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

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

1. An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
   (a) causes a nuisance or hazard to another person,
   (b) causes unreasonable noise,
   (c) unreasonably interferes with the rights of other persons to use and enjoy common property, common assets or another strata lot,
   (d) is illegal, or
   (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
2. An owner, 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 Lot shall be used exclusively as a private dwelling home, with the exception of Strata Lots designated as non-residential Strata Lots. The residential Strata shall be occupied as a single family residence.
5. No resident/visitor shall operate a commercial or public business in any residential Strata Lot.
6. No Resident/Visitor shall not do anything, omit to do anything or permit anything to be done in the strata lot or common property which may be illegal or contrary to any provisions, rules or ordinances of any government statute, municipal bylaw or these bylaws or is injurious to the reputation of the Strata Plan and/or its Owners/Occupants.
7. An Owner or Occupant may keep plants on his Strata Lot and in areas of Limited Common Property designated for his exclusive use provided that such plants will have no adverse effect on other Occupants of the Strata Plan or on the Common

Property or the Common Facilities and Council may from time to time regulate the type of gardening permitted in the areas of Limited Common Property.

8. Building inspectors are permitted with supervised access to access any of the mechanical rooms, electrical rooms, roof(s), etc. at a fee structured by the Strata Council.

4. Inform the Strata Corporation

1. Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
2. On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name.

5. Obtain Approval before Altering a Strata Lot

1. An owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
   (a) the structure of a building;
   (b) the exterior of a building;
   (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
   (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
   (e) fences, railings or similar structures that enclose a patio, balcony or yard;
   (f) common property located within the boundaries of a strata lot;
   (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
   (h) wiring, plumbing, piping, heating, air conditioning and other services.

2. <u>Renovations/alterations</u>
   (a) An owner must give the council two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or unbounded tradespersons will result in the levy of fines.
   (b) A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
   (c) An owner must ensure that the delivery of any construction materials is through the parking lot and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings. An owner must not permit any renovations/alterations materials to be delivered through the main lobby.
   (d) A resident must be responsible to ensure:

i) drop cloths are stalled and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping; and

ii) stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the council) and the residential corridor thoroughly vacuumed daily;

iii) that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays. To perform renovations/alterations on statutory holidays, an owner must apply for permission in writing to the council at least five business days before the holiday date.

(e) An owner must be in attendance for all SIGNIFICANT renovations/alterations, the determination of SIGNIFICANT shall be in the discretion of the council.

(f) An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained.

(g) An owner in contravention of this bylaw (5)(b) shall be subject to a fine of $50.00 for each contravention, as well as be responsible for any clean up or repair costs.

3. The Strata Corporation must not unreasonably withhold its approval under subsection (5)(a), but may require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expenses relating to the alteration.

6. Obtain approval before Altering Common Property

1. An owner must obtain the written approval of the Strata Corporation before making a 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. An owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and a written description of the intended alteration.
4. An owner, as part of its application to the strata corporation for permission to alter common property, limited common property or common assets, must:
   (a) submit, in writing, detailed plans and description of the intended alteration;
   (b) obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the strata council; and
   (c) obtain the consent of the owners by written approval of the strata council under bylaw 6.
   (d) The strata corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:

i) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;

ii) that the standard of work and materials be not less than that of the existing structures;

iii) that all work and materials necessary for the alteration be at the sole expense of the owner;

iv) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;

v) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation, and shall

become due and payable on the due date of payment of monthly strata fees.

5. An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.

6. An owner who, subsequent to the passage of bylaws (6)(a to f) inclusive, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses ore neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

7. Permit entry to Strata Lot

1. An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the Strata Lot
   (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
   (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these bylaws or insure under section 149 of the Act.
2. The notice referred to n subsection (a)(2) must include the date and approximate time of entry, and the reason for entry.

Division 2 – Powers and Duties of Strata Corporation

8. Duties and Powers of the Strata Corporation

1. The strata corporation must repair and maintain all of the following:
   (a) common assets of the strata corporation;
   (b) common property that has not been designated as limited common property;
   (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. patios, 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 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) patios, chimneys, stairs, balconies and other tings attached to the exterior of a building,
      iv) doors, windows and skylights on the exterior of a building or that front on common property, and

v) fences, railings and similar structures that enclose patios, balconies and yards.

2. The Corporation will maintain and repair the exterior of the buildings, excluding windows and doors which are included in a Strata Lot and excluding Patios, Balconies, Driveways and Lockers which are designated as Limited Common Property.

Division 3 – Council

9. Council Size

(1) Subject to subsection (b), the council must have at least 3 and not more than 7 members. One council member must be from the Commercial Section.

(i) the executive of the residential section must have at least 3 and not more that 6 members.

(ii) the members of the residential executive are also elected to the Strata Corporation's Council. One commercial executive only is also elected to the Strata Council.

2. The spouse of an owner may stand for council**.**

3. (a) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

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

(c) No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.

10. Council Member Terms

1. The term of office of a Council member ends at the end of the Annual General meeting at which the new council is elected.
2. A person whose term as council member is ending is eligible for reelection.
2. The members of Council of the Strata Corporation shall be elected and shall retire in rotation and at the next Annual general meeting for the election of Council members and four (4) Council members shall be elected to hold office for a term of two (2) years from the date of their election and three (3) Council members shall be elected for a term of one (1) year from the date of the election, and thereafter at each Annual General Meeting Council members shall be elected to

fill the positions of those Council members whose term of office has expired and each Council member so elected shall hold office for a term of two (2) years.

11. Removing Council Members

1. Unless all the owners are on the council, the strata corporation may, by resolution passed by a two-thirds (2/3) vote at an annual or special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed.
2. After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term.
3. If the strata corporation removes all of the council members, the strata corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the strata corporation for the remainder of the term.
4. The council may appoint the remaining council members necessary to achieve a quorum for the strata corporation, even if the absence of the members being replaced leaves the council without a quorum.
5. A replacement council member appointed pursuant to bylaws 2 and 4 may be appointed from any person eligible to sit on the council.

12. Replacing Council Members

1. If a council member resigns or is unwilling or unable to act, 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 bylaw 7 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 persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the act, the regulations and the bylaws respecting the calling and holding of meetings.

13. Officers

1. At the first meeting of the Council held after each Annual General Meeting of the Strata Corporation, the Council must elect, from among its members, a President, a Vice President, a secretary and a treasurer.
2. A person may hold more than one office at a time other than the office 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. In 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.
5. At meetings of the Council all matters will be determined by simple majority vote, and the chair will have a casting vote in addition to his original vote if there is a tie.

14. Calling Council Meetings

1. Any Council Member may call a Council meeting by giving the other Council Members at least seven (7) days notice of the meeting, specifying the reason for calling the meeting.
2. The notice has to be in writing.
3. A Council meeting may be held on less than seven (7) days notice if
   (a) all Council Members consent in advance of the meeting, or
   (b) the meeting is required to deal with an emergency situation, and all Council Members either
      i) consent in advance of the meeting, or
      ii) are unavailable to provide consent after reasonable attempts to contact them.
4. The Council must inform owners about a council meeting as soon as feasible after the meeting has been called.

15. Requisition of a Council Hearing

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 (a), 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.

16. Quorum of Council

1. A quorum of the Council is:
   (a) 1, if the council consists of one member,
   (b) 2, if the council consists of 2, 3, or 4 members,
   (c) 3, if the council consists of 5 or 6 member, and
   (d) 4, if the council consists of 7 member.
2. Council Members must be present in person at the Council meeting to be counted in establishing quorum.

17. Council Meetings

1. At the option of the Council, Council meetings may be held by electronic means, as long as all Council Members and other participants can communicate with each other.
2. If a Council meeting is held by electronic means, Council Members are deemed to be present in person.
3. Council members, except for previously approved presentations and hearings, are the only persons permitted to attend Strata Council meetings.
4. The Strata Council may regulate its meetings as it sees fit to do so.

18. Voting at Council Meetings

1. At Council meetings, decisions must be made by a majority of Council Members present in person at the meeting.
2. If there is a tie vote at a Council meeting, the President may break the tie by casting a second, deciding vote.
3. All resolutions of the Council will be effective when passed and will then be circulated to the Owners, but failure to circulate a resolution passed by the Council will not affect the validity of such resolution.

19. Council to inform Owners of Minutes

1. Owners may pick up a copy of the minutes of any Strata Council Meeting from the concierge desk or from the project's website after two (2) weeks of a Council meeting.

20. Delegation of Powers and Duties

1. Subject to subsections (b-d), 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 (c).
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 particular case,

(a) whether a person has contravened a bylaw or rule,

(b) whether a person should be fined, and the amount of the fine, or

(c) whether a person should be denied access to a recreational facility.

21. Spending Restrictions

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

22. Limitation on Liability of Council Member

1. A Council Member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Council.
2. subsection (a) does not affect a Council Member's liability, as an owner, for a judgement against the Strata Corporation.
3. 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.
4. Bylaw 1 does not affect a council member's liability, as an owner, for a judgement against the strata corporation.
5. 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.

Division 4 – Enforcement of Bylaws and Rules

23. Maximum Fine

1. Any infraction or violation of these Bylaws or any Rules or Regulations established pursuant to these Bylaws on the part of any Owner, his Family, Guests, Agents, Tenants or Occupants may be corrected, remedied or cured by the Corporation. Any costs or expense so incurred by the Corporation will be charged to that Owner and will be added to and become a part of the monthly maintenance fee of that Owner for the month next following the date on which the costs or expenses are incurred, but not necessarily paid by the Strata Corporation, and shall become due and payable on the date of payment of the monthly maintenance.
2. The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner, by an action in debt in Small Claims Court, money owing 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.

3. An Owner or tenant shall have the right to attend the next following Council meeting to appeal the Bylaw infraction notification provided that Council/Management Company received written notice of the Owner's/tenant's intention to do so seven (7) days before the time of the next meeting of the Council.
4. The maximum fine chargeable by the Strata Corporation is up to $200.00 for a contravention of a Bylaw and up to $50.00 for contravention of a rule. The maximum frequency that a Strata Corporation may fine for a continuing contravention is every 7 days.

24. Continuing Contravention

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.

Division 5 – Annual and Special General Meetings

25. Person to Chair Meeting

1. Annual and special general meetings must be chaired by the president of the council.
2. If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
3. If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons, eligible to vote who are present at the meeting.

26. Participation by other than Eligible Votes

1. Any person may attend Annual and Special General Meetings if they have either a valid proxy or have been assigned the owners rights.
2. Only eligible voters and spouses of eligible voters may attend Annual and Special general Meetings. Section 26 of the Act is not included as part of these Bylaws.

27. Voting

1. At an Annual or Special General Meeting, voting cards must be issued to eligible voters.
2. At an Annual or Special General Meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

3. If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
4. The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
5. If there is a tie vote at an Annual or Special General Meeting, the President, or, if the President is absent or unable or unwilling to vote, the Vice President, may break the tie by casting a second, deciding vote.
6. Despite anything in this section, an election of Council must be held by secret ballot.
7. Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
8. Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.

28. **Order of Business**

1. The order of business at Annual and Special General meetings is as follows:

   (a) certify proxies and corporate representatives and issue voting cards;
   (b) determine that there is a quorum;
   (c) elect a person to chair the meeting, if necessary;
   (d) present to the meeting proof of notice of meeting or waiver of notice;
   (e) approve the agenda;
   (f) approve minutes from the last Annual or Special General Meeting;
   (g) deal with unfinished business;
   (h) receive reports of Council activities and decisions since the previous Annual General Meeting, including reports of committees, if the meeting is an Annual General Meeting;
   (i) ratify any new rules made by the Strata Corporation under section 125 of the Act;
   (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting;
   (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General Meeting;
   (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
   (m) elect a Council, if the Meeting is an Annual General Meeting;
   (n) terminate the meeting.

2. If within a half-hour from the time appointed for an Annual General Meeting, a quorum is not present, the persons present entitled to vote shall be deemed to constitute a quorum.

29. Building Security

Security of this building cannot be maintained without the full cooperation and observance of these Bylaws by all Owners/Occupants.

1. No one shall leave open or unlock any outside entrance or exterior fire exit doors.
2. Admission to the building shall not be permitted to any person unless known to the resident. Persons delivering goods or other articles must be met at the front entrance. If it is necessary for such persons to enter the building, they must be escorted by the Owner/Occupant or Concierge until departure from the building.
3. No one shall let a stranger into the building by way of the enterphone, nor when entering themselves. This particularly applies to persons claiming to be tradesmen or delivery men since they should have an appointment via the Concierge.
4. Residents should report to the Concierge, Management Company or the police any suspicious person(s) in or around the building.
5. All keys to locks on the Common Property are common property and will be made and issued only with the authority of the Council for the Strata Corporation.
6. Additional/replacement control units (Fobs) may be obtained by a registered Owner or a registered Tenant. The Fobs will be issued by the Concierge under the authority of the Council at a cost to be determined from time to time by Council.
7. All Fobs and common area keys lost/stolen shall be reported to the Corporation immediately. There is no penalty involved other than the cost of a replacement.
8. No soliciting will be permitted within the Strata Plan under any circumstances.

30. Signs

1. No commercial signs, billboards, displays, notices or other advertising matter of any kind shall be placed on any part of the common property, common assets or a strata lot without the written consent of the Strata Council.
2. No real estate signs or notices are permitted to be placed in a Strata Lot, on Common Area windows or on Common Property.

31. Damage to Common Property, Assets and Common Facilities

1. No Owner/Resident/Guest shall do or cause anything to be done on the Common Property likely to damage plants, bushes, flowers, lawns, lights and/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.

2. In such circumstances any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation an insurance coverage and will be charged to the owner.
3. No children are allowed to play on the common property or land that is a common asset and should be under the supervision of a responsible adult at all times. The Strata Corporation will be held liable for injuries and cannot exclude itself from liability by means of a bylaw.

32. Hazards and Insurance

1. Absolutely no garbage is to be placed in the stairwells/fire escapes (See Bylaw 12-Garbage)
2. No material, substances, especially burning material such as cigarettes or matches shall be thrown out or permitted to fall out of any window, or any other part of the Strata Lot or Common Property.
3. Sidewalks, walkways, passages and driveways of the Common Property shall not be obstructed or used for any purpose other than ingress or egress from the Strata Lots and parking areas within the Common Property.
4. Smoking or consumption of alcohol is not permitted in any of the indoors common areas, including the elevators and lobbies.
5. Owners are responsible for any damage caused by waterbeds, an appliance or other fixtures within their Strata Lot.
6. All freshly cut Christmas trees are prohibited in the building. Outdoor Christmas lights are permitted but not before December 1st and not after February 1st.
7. No Owner/Occupant shall do anything that will cause a safety hazard to the building and/or other residents including interfering with proper closure of fire doors by adjusting the door closure; by blocking the doors open; and/or by encumbering the hallways, landings or stairways with boxes, rubbish and/or bicycles.
8. Storage of toxic, offensive or hazardous materials not used for normal household purposes is prohibited. Materials which could give off flammable vapor, such as gasoline, solvents, paints (industrial), and the like shall not be stored in the Strata Lot.
9. No Persons/Owner/Occupant /Visitor shall be allowed to play, use skateboards, ride bicycles, use rollerblades/skates in the underground parking areas, common entrances, traffic circles or in front of any automatic gate, at any time.
10. No firearms or ammunition shall be kept within Strata Plan LMS 2995 without prior written approval from the Council.
11. Owner/Occupants will endeavor to protect the Strata Lots and Common Property from all hazards and will not do any act or thing or fail or neglect to do any act or thing which would or could present a hazard to the Strata Plan or its Occupants.
12. Owner/Occupants will not permit explosives, combustible, flammable or offensive materials to be stored on their Strata Lot or on the Common Property except a small supply of fuel normally used for gas barbecues only.
13. Owner/occupants will endeavor to prevent the escape of any explosive, combustible, flammable or noxious fume material from their Strata lot.

14. Owner/Occupants shall not do any act or thing or neglect or fail to do any act or thing or permit anything to be done which would or could increase the risk of explosion, fire, water or other damage or the rate of fire insurance premiums on the building or any part thereof paid by the Corporation.

15. Each Owner/Occupant shall endeavor to conserve the plumbing and electrical systems of the building, and any damage to any of these systems caused by the wrongful act or neglect of any Owner/Occupant/Guest shall be repaired at the expense of such Owner. No Owner shall permit a condition to exist within his Strata Lot, which will result in wasting or excessive consumption of domestic water supply, heating water.

16. In the event of an emergency emanating from a Strata Lot whose Occupant cannot be contacted, access for protection of Common Property or safety may have to be gained by force at the Occupant's expense.

17. The Strata Corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

18. Unoccupied Strata Lots must be inspected once a week at the Owner's expense. Any damage caused to Common Property by the unoccupied Strata Lot will be the responsibility of the Owner.

19. An Owner must obtain and maintain insurance for:
    (a) Loss or damage to the Owner's strata lot and fixtures referred to in section 149(1)(d) of the Act against perils that are not insured by the strata corporation;
    (b) Fixtures in the Owner's strata lot, other than fixtures referred to in section 149(1)(d) of the Act;
    (c) Improvements and betterments to the Owner's strata lot; and
    (d) Liability for property damage and bodily injury, whether occurring on the Owner's strata lot or on the common property.

20. An Owner must pay the insurance deductible portion of any insurance claim filed by the Strata Corporation within sixty (60) days of the written issuance of the charge if such claim results from damages caused to the common property, including limited common property or common assets and all items that the Strata Corporation is responsible for insuring as defined under Section 149 of the Strata Property Act by the negligence or accident of the Owner or Owner's tenant, resident, or guest.

21. An Owner must purchase individual contents insurance for their strata lot. The contents insurance must also have coverage to protect the Owner against a Strata insurance deductible chargeback, as well as any cost to repair common property charge by the Strata Corporation. Upon request from the Strata Corporation, the strata lot Owner must show proof of insurance to the Strata Corporation.

33. Vehicles and Parking

1. An Owner/Occupant shall use the parking space(s) which has (have) been specifically assigned to his/her Strata Lot for one vehicle per stall, save and except

for private arrangements with other Owners for the use of parking spaces assigned to such Owners.

2. The parking spaces assigned to a Strata Lot shall not be rented or leased to non-residents.
3. Resident motor vehicles shall be parked on Limited Common Property in designated and assigned parking spaces only; no motor homes, trailers, boats or equipment of any kind shall be parked on Common Property.
4. Vehicles found in unallocated spaces will be removed immediately, without notice, at the Owner's sole expense.
5. Parking will not be permitted under any circumstances on Interior Roadways or in Driveways. Any vehicle found parked in a prohibited area will removed, without notice, at the Owner's sole expense.
6. No vehicles shall park in a manner which will reduce the width of the garage, roadway, neighbor's parking spaces, stairwells and/or walkways. Vehicles found parked in this manner shall, without notice, be removed at the Owner's expense.
7. Parking spaces are not to be used for storage of any kind, no exceptions.
8. No major repairs or adjustments to motor vehicles, etc, shall be carried out on Common Property where likelihood of gas, oil or grease could cause inconvenience to others and/or damage to property.
9. Oil leaks and exhaust pollution stains are the responsibility of the Owner and must be cleaned up by the Owner(s). Owners of vehicles causing oil staining shall at the Corporation's notification, clean up all drippings, or on failure to do so in seven (7) days notice, the Corporation will have the leak stain cleaned up and the cost of such clean up will be assessed to the Owner.
10. Only motorized, currently licensed and/or insured and operational vehicles shall be parked on Corporation property in designated or assigned spaces only. Motor vehicles not bearing current license plates or displaying on the windshield a certificate of storage insurance (for a minimum of $1,000,000.00 liability) will be towed away at the Owner's expense, immediately without notice.
11. An Owner/Occupant who has an unauthorized vehicle parked on his/her assigned parking stall must contact the Property Manger, who will in turn contact the towing company to have the vehicle removed at the expense solely of the vehicle Owner.
12. The speed limit within the Common Property shall be no more that 10 km/h.
13. No honking or other noise, which is a nuisance, will be made by any vehicle in the Strata Plan.
14. An Owner/Occupant shall not wash vehicles on the driveways, parkade ramps and/or on or near the entrance ways. Vehicles will be washed only in a manner as to not cause nuisance or annoyance to other Owners/Occupants and in such places and at such times as the Council may from time to time designate.
15. No vehicle shall park in a manner which will reduce the width of the garage roadway, neighbor's parking spaces and walkways.
16. Fire lanes must not be obstructed at any time. Towing will be done immediately, without notice, to any vehicle violating this bylaw. The expense shall be borne solely upon the motor vehicle Owner.

34. **Visitor Parking Stalls**

1. Visitor Parking in the designated LMS2995 visitor parking stalls shall be on first come, first served basis.
2. PARKING permits issued by the Strata Corporation must be placed on the dashboard of the visiting vehicle with the pass number visible. In addition, all guest vehicles must have the name and suite number of the resident they are visiting posted on the dashboard or they may be subject to tow at the Owner's sole risk and expense. If your guest leaves with the permit, it is your responsibility to retrieve it.
3. A maximum of one permit will be issued to each Strata Lot. Parking permits are the property of the Strata Corporation.
4. Lost or stolen tags must be reported immediately to the Concierge and a charge of $5.00 per parking permit will be levied for a replacement of the lost or stolen parking permit. Lost or stolen permits will be voided from the system and the new permits will be activated.
5. No person may use visitor parking stalls, except visitors to the building or tradespeople providing services to the building.
6. Residents must not be allowed to permit more than one visitor to use the visitor parking at any one time, due to the restricted number of stalls available.
7. Residents/Visitors will not park a motor home, trailer, tractor, boat or equipment of any kind, except a motor vehicle, in a visitor parking stall.
8. Residents and guests who fail to comply with the bylaws and/or rules and regulations of the visitor parking or fire lanes of the Corporation are subject to tow away of their vehicles at their own expense.
9. Visitor parking shall be limited to a maximum duration of 24 hours, unless prior approval is arranged with the Concierge. Under no circumstances may a vehicle be parked overnight or make use of visitor parking for more than three (3) consecutive days without an extended visitor parking pass. Furthermore, no vehicle may make use of visitor parking for more than seven (7) days per month. If continuous visitor parking is required, an extended visitor parking pass must be obtained from the Concierge and approved by the on-site Property Manager. To be enforced at the discretion of Council.
10. Residents who allow friends or relatives to regularly park vehicles (ie, for daily work in the area) will lose their visitor parking privileges. These types of arrangements do not fall under the "Visitor" category for parking in the building.
11. Resident's personal vehicles must not be parked in the Visitor stalls with or without the parking permit.
12. Enforcement of the above bylaws to be at the discretion of Council.

35. **Balconies and Patios**

1. All Owners/residents are responsible for the cleaning, good appearance (i.e. proper drainage) of their balconies, if applicable, at all times. Owners/occupants are responsible for keeping the drains clean and are responsible for contacting the Strata Council if problems exist.
2. No awning or shades shall be erected over and outside of those windows/balcony doors visible from the common property nor shall any screen be permanently

attached to the building without the prior written consent of the Council. Any Owner wishing to do so should submit designs or plans to the Council outlining the materials to be used, Council will respond following the following Council meeting.

3. Balconies and patios shall not be used for unsightly storage (e.g. bicycles).
4. No propane heaters to be used on balconies without prior written approval from Council.

36. Cleanliness and Community Standards

1. Owners and Residents must maintain a consistent high standard of cleanliness, appearance and repair in and surrounding his/her strata lot as determined time to time by the Strata Council.
2. No personal items may be left or stored in any common hallway, walkways, lobbies or landings at any time, including without limitation, toys, bicycles, door mats or walkers, furniture, clothing, footwear. In addition to detracting from the overall appearance of the complex, these items also pose a safety hazard and are a breach of the fire code.
3. The Resident shall not allow his/her strata lot to become a health/safety hazard. If the Strata Council deems a strata lot to be a health/safety hazard, the Council will, at its discretion, have the strata lot brought up to standard, at the Owner's sole expense. The Strata Corporation may not enter a strata lot without permission and must give notice unless it is an emergency.

37. Garbage

1. All garbage cans and receptacles will comply with municipal bylaws.
2. Ordinary household refuse and garbage will be removed from each Strata Lot by the Owner/Resident and deposited in the garbage receptacles provided for that purpose. Any materials other than ordinary household refuse and garbage such as discarded furniture, etc. is the sole responsibility of the Owner/ Resident and will be removed from the Strata Plan at the expense of or by the Owner/Resident.
3. All garbage shall be properly bagged and securely tied in plastic bags before being taken to be placed in the garbage receptacles. Empty cardboard boxes will be collapsed before they are placed into the garbage container specifically for cardboard.
4. Litter and garbage which is spilled or dropped from a Strata Lot will be the responsibility of the Owner/Resident and must be tidied up by the Owner/Resident as soon as possible.
5. At no time will rubbish, garbage, boxes, packing cases, batteries, fenders or the like be left in the parkade, doorways or any other part of the Common Property.
6. No garbage is to be thrown, left and/or deposited in the stairwells or fire exits.
7. No garbage is to be left outside strata lots or in the hallways on any floor of the building.

38. Pet Restrictions

1. No exotic pets such as snakes, rodents, reptiles and exotic birds will be permitted within the building.
2. An Owner/Resident is restricted to only one pet, including dogs and cats, per Strata Lot.
3. A resident must apply to the council for written permission to keep a pet (a "Permitted Pet") by registering the pet with the council within 30 days of the pet residing on a strata lot (or the passage of this bylaw) and by providing, in writing, the name of the Permitted Pet, breed, colour and markings, together with the name, strata lot number and telephone number of the pet owner.
4. An Owner/Resident must keep his/her pet within his/her Strata Lot and under his/her control and under no circumstances are pets to be kept on Common Property or in Common Facilities.
5. An Owner/Resident will not permit his/her pet to travel on Common Property unless the pet is leashed (leash must not be over six (6) feet in length) and under the Owner/Resident's control or his designate's control.
6. Any Owner/Resident or his designate shall insure that any fecal droppings by his pets are picked up and deposited in garbage container or other appropriate facility. Pets will not be permitted to soil the Common Property and if it does, the

   Owner/Resident is not only responsible for the removal of his/her pet's waste but also for any costs of cleaning or repairing the Common Property.
7. An Owner/Resident shall discourage their pet(s) from excessively barking at all times.
8. Any Owner/Resident who wishes to register a complaint about any pet, or its owner shall do so in writing to the Council. Complaints should be specific as to the violation, dates and times, and wherever possible, contain witness verification.
9. If the Council resolves that a pet is a nuisance to the Strata Plan (whether in its Owner/Resident's Strata lot or on Common Property), the Owner/Resident will be ordered by the Strata Council to remove the animal permanently from the Strata Plan. Any Owner/Resident who fails to comply within fifteen (15) days of receiving written notice from the Strata Council will be fined $50.00 per month, or portion thereof, during which the offending pet continues to occupy the premises. References to an OWNER shall include any tenant or occupant of a Strata Lot.
10. No visitor pets will be permitted within the building.
11. No Owner/Resident shall feed pigeons, gulls, crows or other birds or animals from his/her Strata Lot or anywhere within Strata Plan LMS 2995 boundaries.
12. The Strata Corporation shall have the authority to levy a fine of $50.00 for any violation of these bylaws.
13. The Strata Corporation, through Council, shall be at liberty to take any and all legal procedures to enforce these regulations, and the costs incurred therefrom shall be added to the account of the Owner from which the procedures originate.

39. Exterior Appearance - Maintenance/Alterations

1. No signs, billboards, notices, placards or other advertising matter shall be placed on any part of a Strata Lot or the Common Property.

2. No fences or other fixtures of any kind shall be erected on the Common Property or external to a Strata Lot without the prior written consent of the Strata Council.
3. Metallicized or reflective coatings are not permitted on glass windows or doors.
4. No radio or television antenna or similar structure or appurtenance shall be hung from, erected on or attached to the exterior of the Strata Lot.
5. No laundry, washing, clothing, bedding or other articles shall be hung or displayed from windows, balconies or other parts of the Strata Lot or Common Property so that they are visible.
6. No Owner/Occupant shall install window coverings which are visible from the exterior of the Strata Lot which will detract from the conformity of the building.
7. The use of bird feeders of any form on the outside of the building is strictly prohibited.
8. Balconies and patios shall not be used for unsightly storage.
9. No shades, awnings, window or balcony guards, screens or enclosures, ventilators, air conditioning devices, or supplementary heating shall be used or installed in or about the Strata Plan, except those installations as approved in writing by the Strata Council.
10. The exterior appearance of the buildings will not be altered by painting of wood, iron work or concrete.

40. Disturbance of Others - Noise and Nuisance

1. An Owner shall not permit any occupant or guest of his/her Strata Lot to make undue noise or disturbance in or about the Strata Lot or on the Common Property which interferes unreasonably with the enjoyment by others in other Strata Lots or on Common Property.
2. A person may <u>not</u> enter another strata lot without permission from the owner, but limited common property is common property for which an owner or group of owners has been granted exclusive use. It is not an exclusive ownership right and, therefore, it would not be trespassing if an owner entered onto limited common property.
3. No instrument, sound reproduction equipment, wind chime or other device shall be used within a Strata Lot which, in the opinion of the Strata Council, causes a disturbance or interferes with the comfort, use and enjoyment of other Owners/Residents.
4. Sound reproduction shall be restricted so as not to disturb other Owners/Residents.
5. No soliciting will be permitted within the Strata Plan. The only exception being federal or provincial election canvassing/canvassers.
6. No mops or dusters of any kind shall be shaken and no refuse or water shall be thrown out of windows or doors or from patios/balconies of a Strata Lot.
7. No loitering, games or running is allowed in the corridors, stairways, lobby and/or exterior common areas.
8. The gardens of the Common Property shall not be used for playing and/or loitering.

41. Recreation and Recreation Facilities

1. The Meeting Room will be available for use by Owners/Occupants on an exclusive basis between the hours of 9:00 am and 11:00 pm. (See Rules and Regulations). A cash deposit of $200 is to be placed at the time of reservation of which $10 per hour will be retained as a rental charge for the Meeting Room. If the room is not cleaned by noon the following day, it will be cleaned by Council or its appointees and a cleaning fee will be subtracted from the deposit. Theft or damage to be paid by the renter of this room.

42. Bicycles, Rollerblades, Rollerskating, Skateboards

1. Bicycles are to be kept only in designated areas.
3. Bicycles are not to be carried into and within the building with the exception of the underground parking. Bicycles shall not be transported through common hallways or in the elevators of the Strata Plan.

3. Bicycles found in non-designated/unallocated spaces will be removed, up to and including cutting free the bicycle from handrails, fences at the sole expense of the owner. Bicycles removed will be locked up by the Property Manager or authorized person to enforce the bylaws of the Strata Corporation for a period up to 30 days. All unclaimed bicycles after 30 days will be sold by the Strata Council.
4. To recover a removed bicycle, the owner will pay a penalty of $25.00 to cover the cost of removing and $5.00 per day for storage up to a maximum of $150.00. This money is payable to the Strata Corporation.
5. Skateboarding, rollerblading/skating is not permitted in any common areas of the Strata Plan.

43. Correspondence

1. Communication between Owners and Council shall be in writing; signed by the Owner and shall be directed to the managing agent.
2. Strata Council will consider written request/complaint submissions at the next meeting of Council, and report the results within two (2) weeks after the meeting/deliberation at which the submission was considered.
3. Any consent, approval, or permission given under these rules and regulations by the Strata Council:
   (a) may be given by the managing agent of the Strata Council; and
   (b) must be in writing; and
   (c) shall be revocable at any time after due notice.

44. Moving In/Out

It will be the express responsibility of parties moving in or out to conform with the rules established for moving in or out.

1. An appointment for a moving in/out time must be made with the Concierge of the building, having regard for the convenience of all concerned and to noise abatement.
2. Whenever possible, a minimum of two (2) week's notice is required to be given to the Concierge, PRIOR to any move in/out.
3. Hours of move-ins and move-outs are restricted to between 8:00 a.m. and 4:00 pm. Moves must be finished by 4:00 pm.
4. Full instructions for the operation of the move will be given by the Concierge.
5. Owners will be responsible for any Occupant in their Strata Lot moving in or out of the building and will be responsible for any damage to Common Property.
6. Elevator mats must be installed to protect tiled elevator floors.
7. The Concierge on behalf of the Council and the moving party will make a before and after inspection of the area through which the moving will take place. If damage has occurred as a result of that move, the cost of repairs related shall be assessed to the individual Strata Lot Owner in addition to the move-in fee if the move-in/out fee is not sufficient.
8. During the move, all lobby doors must remain closed and locked when unattended.
9. Owners will be responsible for any occupant/tenant in their Strata Lot moving in or out of the building and will be responsible for any damage to Common Property. To this end a refundable cash damage deposit of $200.00 must be paid to the Concierge before permission to move in or out will be given. The Concierge will then disarm the loading door alarm and lock out an elevator. Following completion of the move and on inspection of the common areas confirming no damage was incurred, the security system will be re-alarmed. Any damage caused to the building during a move in/out will be assessed by either the Concierge, Building Supervisor or Property Manager and the cost of repairing this damage deducted from the aforementioned damage deposit.
10. A fee of $100.00 must be made to the Corporation before a move can proceed.
11. All moves in/out must be made through the side entrance door. No moves are allowed though the lobby entrance or through the underground parking area.

45. **Renting and Rental Restrictions**

1. Before an Owner leases his Strata Lot for a term of more than one month, he will give the Corporation the undertaking and Form K signed by the Tenant, that the Tenant and the other Occupants of the Strata lot will comply with the Act, the Bylaws and the rules and regulations prescribed by the Corporation.
2. The Strata Corporation may collect fines or costs levied on a tenant from the owner, but the owner is not jointly and severally liable for the actions of the tenant.
3. "Lease" when used in this bylaw, includes an initial tenancy of not less than twelve (12) calendar months, or as approved by Strata Council.
4. Subletting of a strata lot is not permitted.

5. Every owner of a Residential Lot who decides to rent his or her strata lot must provide the Strata Corporation with a true and complete copy of every written tenancy agreement (as defined in the Residential Tenancy Act (British Columbia) as amended or replaced). A $200 fine will apply for non-submission of documents within 30 days of the tenancy commencement.
6. All owners are responsible for their tenant's action and any fines levied due to the tenant's non-compliance of the Strata Corporation's Bylaws will be charged to the owner's strata account.

46. Storage

1. No part of the Common Property except areas designated by the Corporation will be used for storage without the prior written consent of the Council.
2. Bicycles will be stored only in lockers designated as Limited Common Property for each unit.

47. Barbecue

1. Only propane barbecues will be permitted on balconies.
2. All propane tank valves are to be in the "off" position when not in use, and/or being carried through the Common Property.
3. Barbecuing is permitted on the balconies of each applicable strata lot, provided it is conducted in safe manner and does not create a nuisance to other residents.
4. Barbecuing equipment must be maintained in an orderly appearance and stored on the balconies.

48. Christmas Trees

1. Council has taken the advice of the City Fire Department in prohibiting freshly cut Christmas trees in the building.

49. Deliveries

1. Residents expecting furniture deliveries must advise the Concierge in advance due to the security system.

50. Elevator Shaft

1. If an article is accidentally dropped down the elevator shafts the Owner will be responsible for calling the elevator company or wait until the elevator is serviced to have it retrieved.

51. Oil Leaks

1. Oil leaks are the responsibility of the Owner and must be cleaned up as oil spills can be tracked throughout the building. The clean-up of the oil spill by Cleaning services provided by the Strata Corporation will be charged back to the offending Strata Lot. The minimum charge for such a clean up will be $25.00

52. Recreation Facilities

In the interests of safety and enjoyment of all, the following bylaws have been prescribed:

1. The swimming pool, Jacuzzi, exercise room, and sauna (the "Recreation Facilities") are for the exclusive use of residents and their guests only.
2. The Recreation Facilities will be open except for periodic closure due to maintenance or by order of the Strata Council.
3. Guests using the Recreation Facilities will not exceed three per Strata Lot and must be accompanied by a resident at all times. Residents are reminded that they are responsible for the conduct of their guests at all times.
4. Glassware, other breakable items, drinking beverages (alcoholic and others) and consumption of food is prohibited in the Recreation Facilities.
5. No diving, boisterous behavior, rough play nor offensive activities permitted.
6. The Recreation Facilities are designated as a NO SMOKING AREA.
7. Pets are not allowed in any part of the Recreation Facilities.
8. No inflatable items or water accessories of any type are permitted. No masks, flippers, or any underwater diving equipment may be worn or used in the pool.
9. No person under the age of 12 years old is permitted in the Recreation Facilities unless accompanied by an adult 19 years or older. All children using facilities will be accompanied by an adult and those under four years are prohibited from using the Jacuzzi.
10. All individuals must take a shower before entering the swimming pool or Jacuzzi.
11. Any person with any apparent skin disease, open wounds, sore, inflamed eyes, cough, cold, nasal or ear discharge, or any communicable disease, shall not use the Recreation Facilities.
12. It is requested that all individuals cooperate in maintaining maximum cleanliness and tidiness of the Recreation Facilities.
13. No suntan oil nor street shoes are permitted.
14. No chemicals, shampoo or soaps are to be used in the pool or Jacuzzi at any time.
15. Radio, tape machines and other machines for playing music are prohibited.
16. Notwithstanding , Rule 2, the Recreation Facilities will be closed during the hours of 12 a.m. to 6 a.m. each day.
17. Swimwear must be worn at all times. Cutoffs and t-shirts are not allowed.
18. The Jacuzzi must not be used for longer than twenty (20) minutes at one time.
19. Persons with heart problems, or those experiencing faintness or dizziness shall not use the Jacuzzi.
20. The Recreation Facilities are to be used at the user's risk. Swimming alone is not advisable. The Strata Corporation is not liable for any injury, loss or damage, however caused.

53. Building Security

1. No one shall leave open or unlocked any outside entrance or exterior fire exit doors.
2. No one shall let another person into the building by way of the enterphone nor when entering themselves unless that person is known to them. This particularly applies to persons claiming to be tradesmen or delivery men since there is no reason for them to enter unless the person they are calling is at home.
3. Residents should report to the Concierge or Property Manager or the Police any suspicious person(s) in or around the buildings.

54. Smoking

1. There is no smoking permitted in any of the Common Areas by any resident or visitor.

55. Tenant's Undertaking Form K

1. Unless a Tenant's Undertaking or Form K" is received within thirty (30) days of the original request, a fine will be levied in the amount of $25.00 per month.

56. Unnecessary Noise

1. Residents are to refrain from early morning and late night construction noises, Work should be limited to between the hours of 9:00 am and 8:00 pm.

57. Visitors Parking Lot

1. A visitor pass must be placed on the vehicle dash in clear view within the first twenty (20) minutes the car arrives. Failure to do so will result in the vehicle being towed and all expense incurred is the responsibility of the car owners. It is the resident's responsibility to inform their guest of the parking rules and not the obligation of the Management or Council.

58. Waterbeds

1. Owners are responsible for any damage resulting from any leakage.

59. Booking of the Meeting Room

1. The Meeting Room may be booked for private functions by Owners/Occupants only.
2. All bookings are to be made through the Concierge.

3. The room rental fee shall be $10.00 per hour.
4. A damage deposit of $200.00 will be required in addition to the rental fee, which will be refunded if the room and contents are left in a clean and undamaged condition. The payments are to be in cash and in advance of the function date and paid to the Corporation care of the Concierge. A letter acknowledging the booking and cleaning responsibility must also be signed.
5. Smoking is not permitted in the Meeting Room.
6. The production or reproduction of sound is permitted in moderation.
7. The room is available for use between the hours of 9:00 am and 11:00 pm.
8. Persons using this facility do so at their own risk and release and indemnify the Strata Corporation and the managing agent from any and all claims from the use of this facility.

60. **Rules and Regulations**

a. Bylaws are passed by a ¾ vote of the owners and deal with matters involving common property and strata lots. Bylaws provide for the control, management, maintenance, use and enjoyment of the strata lots, common property and common assets of the strata corporation and for the administration of the Strata Corporation. Rules are passed by a majority vote of the strata council and deal with common property only, not strata lots. Rules govern the use, safety and condition of the common property and common assets. Rules must be ratified by a majority vote of the owners at the next following meeting after they are passed by the strata council. If they are not ratified, they cease to exist, unless they are brought in again by a majority vote of council. Bylaws are filed in the Land Title Office. Rules are not filed. Rules are governed by section 125 of the Strata Property Act.

61. **Re-Sale of Strata Lots**

a. An owner will notify the Corporation properly upon any change of ownership in connection with his/her strata lot.
b. An owner/occupant or agent of an owner may not display a “for sale sign” upon any strata plan property or that is visible to the general public, nor display any signs or notices of any kind within the strata plan on the common property, such as the elevator,
c. An owner/occupant/agent may not hold an open house under any circumstances whatsoever nor leave open or unlocked any entrance door to the strata plan for the purpose of open house selling. Viewing is restricted to a by appointment only basis.

62. **Hardwood Floors**

Without limiting the generality of the foregoing, hardwood floors and ceramic tiles must be installed in Residential Lots, in accordance with the following specifications:

(a) Permitted hours of work are limited to: Weekdays from 9:00am to 5:00pm, Saturdays from 10:00am to 5:00pm and this will be enforced strictly. Any trespassing of these hours will be subject to a penalty. Construction work is not permitted on Sundays or Holidays. Construction work with duration longer than 4 weeks require approval in advance.
(b) Floating floor system only.
(c) Owners are responsible for removing all debris, old carpet, boards, drywall, etc. from The Marina Pointe Building. No debris of any kind is to be placed in the dumpster or the recycling bins.
(d) Owners are responsible for cleaning the hallways, stairwells and elevator of any dust, dirt, debris, etc. at the end of each working day.
(e) Security: owner is responsible for the security of the building at all times.
(f) Elevator must be booked to transport any material to and from the suite.
(g) Underlay (sound deadening materials) under the hardwood floor: if cork is chosen, it must be AT LEAST 6 millimeters thick, and possess a STC (sound transmission class) rating of > 50.
(h) Underlay: if "silent step" is used, the STC must be >61 and the IIC must be >50.
(i) Council requires proof of purchase and the STC and IIC ratings for the above underlay materials. An Owner must obtain written approval from the Strata Council before completing any of the above noted work.
(j) Ceramic tiles on the kitchen and bathroom floors must be also be installed with sound deadening underlay materials, and the details of this material must be submitted to Council.
(k) If Strata Council receives verified noise complaints against owners with hardwood floors, the owner with the hardwood floors must place runners/rugs over areas of their hardwood floors to reduce noise transmission. Otherwise fines will be assessed the Strata Lot owner.

9. **Council Size**

(1) Subject to subsection (b), the council must have at least 3 and not more than 7 members. One council member must be from the Commercial Section.

(ii) the executive of the residential section must have at least 3 and not more that 6 members.
(ii) the members of the residential executive are also elected to the Strata Corporation's Council. One commercial executive only is also elected to the Strata Council.

63. Sections Cost Allocation

1. An owners' contribution to the common expenses of the strata corporation shall be levied in accordance with this bylaw.
2. The contribution by an owner of a strata lot within a section to the expenses common to that section shall be levied in accordance with this bylaw.
3. Common expenses shall be apportioned between the Residential Section and the Commercial Section and to individual strata lots in the following

manner:

(a) common expenses which benefit one strata lot shall be allocated to that strata lot;

(b) common expenses which benefit only one section shall be allocated to that section;

(c) common expenses which benefit both sections shall be allocated between the sections on a fair, just, reasonable and equitable basis determined by the council which accounts for the degree to which the strata lots in each section, taken as a group, benefit from each expense. Such basis may include:

(i) the proportion which the aggregate unit entitlement of the strata lots in each section bears to the aggregate unit entitlement of all strata lots;

(ii) the proportion which the number of strata lots in each section bears to the total number of all strata lots; and/or any other rational formula which results in a fair, just, reasonable and equitable allocation. Different formulas may be used for different types of common expenses in recognition that the benefit of any particular type of common expense may not be enjoyed by the strata lots in each section on a basis consistent with other types of common expenses; and

(d) common expenses which benefit all strata lots will be allocated to the individual strata lots in the proportion that the unit entitlement of each strata lot bears to the aggregate unit entitlement of all strata lots.

4. Notwithstanding bylaw 2(3), the following common expenses shall be allocated between the sections as follows:

(a) expenses relating to the common areas in each section (such as storage areas, entrances, utility rooms, and other common areas) will be for the account of the owners of strata lots in each respective section; and

(b) the cost of insurance placed by the strata corporation will be apportioned between the two sections on the basis of the unit entitlement of the strata lots in each section.

5. Where the strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property shall be borne by the owners of the strata lots entitled to use the limited common property in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots whose owners are entitled to use the limited common property to which the contribution relates.

6. Expenses of a section, which shall include:

(a) expenses incurred under a contract entered into by the section;

(b) expenses incurred as a result of utility or service metered or billed to the section;

(c) expenses incurred as a result of any liability of the section; or

(d) common expenses allocated to the section pursuant to bylaw

2(3)(c) and bylaw 2(4), will be allocated to all strata lots in that section based on the proportion which the unit entitlement of each strata lot bears to the aggregate unit entitlement of all strata lots within that section.

7. If a strata lot requires a utility, service or other common expense not supplied to all strata lots the cost shall not be a common expense but if this utility, service or other common expense is not separately metered or billed so as to measure the use thereof by the strata lots to which it is supplied, the cost of such utility, service or common expense shall be apportioned and charged to the strata lots to which it is supplied based on the unit entitlement of the strata lots to which it is supplied.

Commercial and Residential Sections

4. The owners of all the non-residential strata lots shall form a separate section (the "Commercial Section") within the strata corporation consisting of all the non-residential strata lots in the strata plan.
5. The owners of all residential strata lots shall form a separate section (the "Residential Section") within the strata corporation consisting of all the residential strata lots in the strata plan.

Notes:

As passed At AGM, June 26, 2003	***Register BV310511 / August 8, 2003*** ***Bylaw #3(8), 28(2), 61(1)***
As passed at AGM, June 29, 2004	***Register BW349985 / July 29, 2004*** ***Bylaw # 32 (19) (a-d)***
As passed at AGM, June 29, 2005	***Register BX261070 / August 18, 2005*** ***Bylaw #62, 63, 9 (1)***
As passed at AGM, June 12^{h}, 2006	***Register BA308653 / August 4, 2006*** ***Bylaw #45 (3-6)***
As passed at AGM, June 11, 2007	***Register BB108142 / July 26, 2007*** ***Bylaw #32(20)(21)***