

BYLAWS
STRATA PLAN BCS3407
TV TOWERS 1 & 2

ADDRESS:	<u>TOWER 1</u>	<u>TOWER 2</u>
	788 Hamilton Street Vancouver, BC V6B 0E9	233 Robson Street Vancouver, BC V6B 0E8

Infractions of the ensuing Bylaws will initiate an initial warning followed if necessary by a fine until the infraction is rectified. Where not specified, Council will use its discretion in levying fines which may recur on a weekly basis while monitoring the timeframe during which the Tenant complies.

NOTICE

*The attached bylaws for BCS3407 are in addition to those bylaws contained in the Strata Property Act of B.C. In addition to bylaws, there could also be "Rules and Regulations" which are not registered at the Land Title Office, but are attached herein. **For legal purposes, you should obtain a true copy of the bylaws from the Land Title Office.***

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

1. Sections

- (1) A section (the “Residential Section”) is hereby created within the strata corporation consisting of strata lots 1 to 451 inclusive (the “Residential Lots”).
- (2) A section (the “Commercial Section”) is hereby created within the strata corporation consisting of strata lots 452 to 456 inclusive (the “Commercial Lots”).
- (3) The commercial Section and the Residential Section will be administered in accordance with these bylaws.

2. Payment of strata fees

- (1) An owner’s 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 attributable to a section shall be allocated to that section and, subject to bylaw 2(6)), shall be borne by the owners of the strata lots within that section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots within that section;
 - (b) common expenses not attributable to either section shall be allocated to all strata lots in the strata corporation and shall be borne by the owners in the proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation; and
 - (c) common expenses attributable to any one strata lot shall be allocated to such strata lot.
- (4) Unless otherwise determined by the executives of each of the Residential Section and the Commercial Section, acting reasonably, 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, lobbies, 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 bases of 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) Common expenses, except electricity, attributable to a section shall be allocated to all strata lots in the section by the executive and shall be borne by the owners in that section in the proportion that the unit entitlement of each such strata lot bears to the aggregate unit entitlement of all strata lots in that section or as otherwise set out in the current budget of that section. If a strata lot requires a utility service or other common expense not supplied to all lots the cost shall not be a common expense and if this utility is not separately metered or billed so as to measure the use thereof by the strata lot the cost of such utility shall be apportioned and charged to the strata lot by the executive of the section, based on the unit entitlement of the strata lot.
- (7) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (8) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.
- (9) Monies received from owners will first be applied against any outstanding fines, late penalties, or other charges, which are defined as charges resulting from Bylaw infractions, and secondly to strata fees or special levies due.
- (10) 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 special levies. The failure of an Owner to comply with this section will result in fines of 10% interest per annum being assessed.

3. 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 the repair and maintenance that is the responsibility of the strata corporation under these bylaws.

4. Use of property

- (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
- (a) causes a nuisance or hazard to another person;
 - (b) causes unreasonable noise;
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
 - (d) is illegal; or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan, it being understood that the use of the Commercial Lots, and any limited common property designated for their use in a manner that is permitted under the applicable municipal zoning bylaws, and in a manner which does not constitute a breach of any municipal bylaws will not constitute a breach of these bylaws.

- (2) An owner shall not:

- (a) use a strata lot for any purpose which may be injurious to the reputation of the development;
- (b) make undue noise in or about any strata lot or common property;
- (c) keep any animals on a strata lot or the common property after notice not to do so from the strata council; or
- (d) make or cause to be made any structural alteration to a strata lot, or paint, decorate, or add to or remove any structure from the exterior of the building or the strata lot or add to or alter the wiring, plumbing, piping, or other services on a strata lot, or within any bearing or party wall or the common property (collectively, the "Alteration") without first obtaining written consent of the section to which the strata lot belongs (if such Alteration is to the common property, common assets or limited common property of that section), or from the strata corporation (if such Alteration is to the common property, common assets or limited common property of the strata corporation),

it being understood that the use of the Commercial Lots, and any limited common property designated for their use in a manner that is permitted under the applicable municipal zoning bylaws, and in a manner which does not constitute a breach of any municipal bylaws will not constitute a breach of these bylaws.

- (3) Notwithstanding bylaw 4(2)(d), an owner of a strata lot may from time to time and at any time make such changes, additions, improvements, alterations,

enlargements, decorations, subtractions from, rearrangements of and subdivisions (collectively called the “Improvements”) of the interior of such strata lots which they in their sole discretion may consider necessary or desirable, but which do not affect any structural or supporting members of the building including without limiting the generality for the foregoing but subject to these bylaws, the right to use the same for whatever lawful purpose or purposes question shall not interfere with other strata lots owners more than is reasonably necessary in the conduct of the Improvements.

- (4) An owner, tenant, occupant or visitor of a strata lot 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.
- (5) An owner, tenant or occupant must not use or permit a Residential Lot to be used for a commercial purpose or any purpose other than that of a private, single family, residential dwelling, provided that, if permitted under the Bylaws of the City of Vancouver, this bylaw does not prohibit an owner, tenant or occupant from having an ancillary home-based business that does not involve client or customer attendance at the Residential Lot nor more than 3 deliveries per day to the Residential Lot.

5. Inform strata corporation

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

6. 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 the 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 structure that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot; or

- (g) those parts of the strata lot which the strata corporation must insure under Section 149 of the Act.
 - (2) The strata corporation must not unreasonably withhold its approval under bylaw 6(1), but may require as a condition of its approval the the owner agree, in writing, to take responsibility for any expenses relating to the proposed alteration.
- 7. Obtain approval before altering common property
 - (1) An owner must obtain the written approval of the strata corporation before making an alteration to the common property, limited common property, or common assets.
 - (2) The strata corporation may require as a condition of the approval referred to in bylaw 7(1) that the owner agree, in writing, to take responsibility for any expenses relating to the proposed alteration.
- 8. 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 prevent property damage to the common property of another strata lot or those portions of a strata lot that are the responsibility of the strata corporation under these bylaws; and
 - (b) at a reasonable time, on a minimum of 24 hours written notice:
 - (i) to inspect, maintain or repair common property or common assets; or
 - (ii) to ensure the Act, as amended or replaced, these bylaws and the rules and regulations of the strata corporation and the sections are being complied with.
 - (2) The notice referred to in bylaw 8(1)(b) must include the date, the approximate time of entry and the reason for the entry.
 - (3) If the authorization cannot be obtained, then the person authorized by the strata corporation to enter the strata lot may do so by using reasonable force on the locking devices, and the replacement of the locking device and any resulting damage to the door and door frame will be at the expense of the strata lot owner.

Division 2 – Powers and Duties of Strata Corporation

9. Repair and maintenance of property by strata corporation

The strata corporation must repair and maintain all of the following:

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

Division 3 – Powers and Duties of Sections

10. Repair and maintenance of property by sections

- (1) Each section shall repair, manage and maintain for the benefit of all owners of the strata lots within that section:

- (a) the common property and common assets as may reasonably be considered to be intended solely for the use of that section and, without limiting the generality of the foregoing, such repair, management and maintenance shall include:
 - (i) such portions of the common property and common assets for which expenses will be allocated to that section;
 - (ii) the windows and doors of that section;
 - (iii) common property and common assets appurtenant to or capable of being used in connection with the enjoyment of:
 - A. more than one strata lot where such strata lots are within that section; or
 - B. the limited common property appurtenant to that section; and
 - (iv) the fixtures and fittings, including the elevators, and other apparatus and equipment used in connection with the limited common property and common property appurtenant to that section; and
- (b) the limited common property appurtenant to that section, but the duty to repair, manage and maintain it shall be 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. chimneys, stairs, balconies and other things attached to the exterior of a building;
 - B. doors, windows and skylights on the exterior of a building or that front on the common property;
 - C. fences, railings and similar structures that enclose patios, balconies and yards; and
 - D. a strata lot contained within that section, but the duty to repair and maintain it shall be restricted to:
 - i) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - ii) doors, windows and skylights on the exterior of a building or that front on the common property; and

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

11. Restricting access

A section shall be entitled to restrict the use and access to the common property of that section by the owners of strata lots in the other section.

12. Powers of sections

(1) Each section of the strata corporation may:

- (a) make an agreement with any owner or occupier of a strata lot within the section for the provision of amenities or services by it to the strata lot or to the owners or occupants thereof; and
- (b) in accordance with the provisions set out in Section 76 of the Act, grant to an owner within the section the right to short term exclusive use and enjoyment of common property appurtenant to the section or special privileges in respect thereof.

13. Application of resolutions

Any resolutions passed by the strata corporation, the council or the executive of a section shall clearly state the particular strata lot, common property or limited common property to which such resolution applies and resolutions made by the executive of a section shall apply only to the strata lots within, limited common property appurtenant to and common property to be controlled, managed or administered by that section.

Division 4 – Council

14. Council size

(1) Subject to bylaw 14(2), the council must have:

- (a) at least 3 and not more than 7 members; and
- (b) at least 1 member that is a representative of the Commercial Section.

(2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

15. Council members' terms

(1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

(2) A person whose term as council member is ending is eligible for re-election.

- (3) No person may be elected to council or continue to be on council if the strata corporation is entitled to register a lien under the Act against a strata lot in which that person has an interest.

16. Removing council member

- (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- (3) If a council member has missed 2 consecutive strata meetings, the council member shall be forced to resign and via a majority vote, the other council members may appoint a replacement officer for the remainder of the term.

17. Replacing council member

- (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

18. Officers

- (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice-president.
- (3) The vice president has the powers and duties of the president:
 - (a) while the president is absent or is unwilling or unable to act; or
 - (b) for the remainder of the president's term if the president ceases to hold office.

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

19. Calling council meetings

- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if:
 - (a) all council members consent in advance of the meeting; or
 - (b) the meeting is required to deal with an emergency situation, and all council members either:
 - (i) consent in advance of the meeting; or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

20. Requisition of 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 bylaw 20(1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

21. Quorum of council

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

22. Council meetings

- (1) As the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite bylaw 22(3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under Section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under Section 144 of the Act; or
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

23. Voting at council meetings

- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

24. Council to inform owners of minutes

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

25. Delegation of council's powers and duties

- (1) Subject to bylaws 25(2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers of 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 bylaw 25(3)
- (3) A delegation of a general authority to make expenditures must:
 - (a) set a maximum amount that may be spent; and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case:
 - (a) whether a person has contravened a bylaw or rule;
 - (b) whether a person should be fined, and the amount of the fine; or
 - (c) whether a person should be denied access to a recreational facility.

26. 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 bylaw 26(1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

27. 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 of the performance or intended performance of any duty of the council.
- (2) Bylaw 27(1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

28. Duties of council

- (1) The executive of a section shall keep, in one location, or in the possession of one person, and shall make available on request to an owner within the section or a person authorized by him all records required under the Act and regulations thereto to be kept by the strata corporation that are relevant to the business and operation of the section.
- (2) All acts done in good faith by the council are, notwithstanding it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the council, as valid as if the member had been duly appointed or had duly continued in office.

- (3) All acts done in good faith by the executive of a section are, notwithstanding it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the executive of that section, as valid as if the member had been duly appointed or had duly continued in the office.
- (4) A council member or member of the executive of a section 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 or executive.

Division 5 – Executive of the Sections

29. Exercise of the powers and duties of sections

- (1) The powers and duties of a section shall, subject to any restriction imposed or any direction given at a general meeting of the section, be exercised and performed by the executive of the section, and the members of the section may pursuant to these bylaws elect an executive, call and hold meetings and pass resolutions in the same manner as the strata corporation.
- (2) The owner-developer shall exercise the powers and duties of the executive of each section until an executive is elected by the owners of strata lots within each section.

Division 6 – Enforcement of Bylaws and Rules

31. Maximum fine

- (1) The strata corporation may fine an owner or tenant a maximum of:
 - (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.
- (2) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every seven days.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rules which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

32. Continuing contravention

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

Division 7 – Annual and Special General Meetings

33. Person to chair meeting

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

34. Participation by other than eligible voters

- (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

35. 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 or voting cards, unless an eligible voter requests a precise count.
- (3) If precise count is requested, the chair must decide whether it will be by show of voting cards or by roll card, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, bylaw 35(5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) An owner may not exercise the owner's vote in respect of the owner's strata lot if the strata corporation is entitled to register a lien under the Act against that owner's strata lot, except on matters requiring a unanimous vote.

36. Order of business

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

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

Division 8 – Use of the Commercial Lots and Common Property

37. Use of commercial lots

Neither the strata corporation, the council, a section nor its executive will act or pass any bylaw or rules which would have the effect of:

- (a) prohibiting, preventing or impairing the owners of the Commercial Lots from fully utilizing the Commercial Lots for commercial purposes in accordance with the applicable zoning bylaws and rules and regulations in effect from time to time of the local government having jurisdiction or the applicable provincial and federal authorities;
- (b) restricting the hours of operation of any business carried within the Commercial Lots;
- (c) restricting access by the owners, tenants or occupants of the Commercial Lots, or their visitors, employees, agents or invitees, to or from the Commercial Lots across common property, unless such bylaw or rules also applies to the owners, tenants and occupants of all strata lots in the strata corporation, and their visitors, employees, agents and invitees; or
- (d) prohibiting, preventing or impairing the owners, tenants or occupants of the Commercial Lots from leasing, sub-leasing, granting a license or entering into any lease, sub-lease or license arrangement with respect to the use of the Commercial Lots.

38. Signage

The owners of the Commercial Lots shall be entitled to place on the common property advertising signage, illuminated or not, as may be permitted under the applicable zoning by-laws in effect from time to time of the local government having jurisdiction or under the laws of the applicable provincial and federal authorities, subject to the prior written approval of the council (which approval will not be unreasonably withheld or delayed).

Division 9 – Voluntary Dispute Resolution

39. Voluntary dispute resolution

- (1) A dispute among owners, tenants, occupants or the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
 - (a) all the parties to the dispute consent; and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of:

- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties; or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 10 – Marketing Activities by Owner Developer

40. Promotion

- (1) During the time that the owner developer of the strata corporation is the owner or lessee of any units, it shall have the right to maintain any unit or units, whether owned or leased by it, as a display unit or sales centre and to carry on marketing, sales or leasing functions within such units in order to enable it to sell or lease the units.
- (2) As may be reasonably determined by the owner developer in order to enable or assist it in marketing or selling any strata lot within the development or other developments by the owner developer or a party related to or affiliated with the owner developer, it may
 - (a) use any area of the common property (including the limited common property for the use of the Residential Lots) to conduct the marketing, sale or lease of such strata lots (including by way of hosting promotional events) for up to 36 months after the date of first occupancy of any strata lot within the development; and
 - (b) have access to any and all parts of the common property and common facilities (including the limited common property for the use of the Residential Lots) for the purpose of showing units, the common property and the common facilities to prospective purchasers and their representatives for as long as the owner developer considers necessary in order to market or sell any such strata lots.
- (3) Signs advertising the sale, lease or open house of a strata lot must be displayed on the common post supplied by the strata corporation and may not be displayed in the windows or on the balcony of a strata lot. Notwithstanding the foregoing, marketing signs of the owner developer may be displayed on the common property and/or the limited common property or window of any strata lot owned or leased by the owner developer at the reasonable discretion of the owner developer.

Division 11 – Miscellaneous

41. Small claims actions

Notwithstanding any provision of the Act, the strata corporation may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a $\frac{3}{4}$ vote of the strata corporation.

42. Parking Lease

- (1) Each owner of a strata lot may be allocated the exclusive use of zero, one or more than one of the parking stalls and may be entitled to the use of a storage area, if any, located in the parking facility pursuant to a partial assignment of the parking lease (the “Parking Lease”) between 0722250 B.C. Ltd. and _____ as tenant, a copy of which is attached hereto. Pursuant to the Parking Lease, upon the registration of the strata plan for the development, the strata corporation will automatically assume all of the covenants and obligations of 0722250 B.C. Ltd. under the Parking Lease with respect to the Stalls (as defined in the Parking Lease).
- (2) An owner, tenant, occupant or visitor of a strata lot must not:
 - (a) use any parking stall or, if applicable, any storage area, except any parking stall and/or storage area specifically assigned to the strata lot or, when specifically agreed with another strata lot owner, the parking stall and/or storage area assigned to the strata lot of such other owner;
 - (b) rent or lease any parking stall or, if applicable, any storage area assigned to the strata lot or otherwise permit such parking stall or storage area to be regularly used by anyone that is not an owner, tenant or occupant of the development;
 - (c) carry out, or permit any visitor, employee, agent or invitee to carry out, any oil changes, major repairs or adjustments of motor vehicles or other mechanical equipment on any part of the common property or limited common property, including the parking facility, except in the case of emergency. An owner, tenant or occupant of a strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property or limited common property as a result of any activity prohibited by this bylaws;
 - (d) park any vehicle on the common property of the development or permit any visitor to park any vehicle on the common property, except in those parking stalls (if any) designated for use by the visitors of the strata lots in each section; and
 - (e) store any vehicle or recreational vehicle on the common property or permit any visitor to do so. Notwithstanding the foregoing, an owner, tenant or

occupant of a strata lot may store a boat trailer or other recreational vehicle within the parking stall assigned to such strata lot pursuant to the Parking Lease, provided that such boat trailer or other recreational vehicle fits within such parking stall without creating a danger or hazard to other users of the parking facility, and provided that the owner, tenant or occupant has obtained adequate insurance in respect thereof.

43 Planters/landscaped areas

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

44. Storage room

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

45. Bicycle storage

The owners of the strata lots will be entitled to the use of one bicycle storage space within either the secured area in the parking facility designed for that purpose or within another part of the common property designed for that purpose, free of charge (but this will not prohibit the imposition of reasonable refundable security deposits for the issuance of keys and security passes). The strata council will, subject to the provisions of the Act, as amended or replaced, be responsible for the orderly administration of the use of bicycle storage space to each owner. Such administration may also include, without limitation, the issuance of keys or security passes and the licensing of the use of any unallocated bicycle storage spaces, including charging fees to users if approved by resolution of the strata corporation.

46. Larger parking stalls

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

47. Leasing requirements

Every owner of a Commercial Lot or a Residential Lot who enters a tenancy agreement must cause its tenant to execute a Form K – Notice of Tenant’s Responsibilities as provided in the Act, as amended or replaced, prior to his or her occupation of the strata lot, and provide the strata corporation with a copy thereof. In addition, the owner of a Residential 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).

48. Restriction on Radio Frequency Transmission Facilities

For so long as the Canadian Broadcasting Corporation (the “CBC”) is in possession and operation of the broadcast centre (the “CBC Facilities”) located on the lands adjacent to the development for the principal purpose of broadcast operations and receives radio frequency or other electromagnetic spectrum broadcasting signals from transmitting and reception facilities from the CBC Facilities, there shall not be installed or operated on or from any part of the development or strata lot any radio frequency or other electromagnetic spectrum signal transmitting facilities or equipment without the written consent of the CBC.

49. Quorum

If, within fifteen (15) minutes from the time appointed for an annual or special general meeting, a quorum is not present, the persons entitled to vote present in person or by proxy constitute a quorum.

This bylaw is an alternative to section 48(3) of the Act. This bylaw 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.

50. Building Security

- (1) A Resident or Visitor shall not leave open or unlocked any inside or outside entrance or exterior fire exit doors.
- (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.

- (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.
- (4) All keys to locks on Common Property are Common Property and will be made and issued only with the authority of Council.
- (5) Additional/replacement infrared control units (IRC's) may be obtained by an Owner of a Strata Lot. Owners are entitled to have a maximum of three (3) IRC's for one (1) bedroom suites and five (5) for two (2) bedroom suites and townhouses. 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.
- (6) No leafleting or soliciting is permitted on the Common Property, including Limited Common Property under any circumstances.
- (7) A Resident shall wait for the overhead gate to close fully before driving away.
- (8) A Resident or Visitor shall not leave the 3rd level courtyard gate open or obstructed.

51. Hazards and Insurance

- (1) No one shall place anything in the stairwells/fire escapes or on Common Property.
- (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.
- (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.
- (4) No one shall smoke or consume alcohol on Common Property, including elevators, lobbies, hallways, Common Facilities or the Building.

- (5) An Owner is responsible for any damages to Common Property, including Limited Common Property, or to any Strata Lot caused by a waterbed, appliance or fixture in their Strata Lot.
- (6) Freshly cut Christmas trees are prohibited. Outdoor Christmas lights are permitted only from December 1st to January 31st.
- (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.
- (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.
- (9) No one shall play, use skateboards, use rollerblades/skates in the underground parking, common entrances, traffic circles or in front of any automatic gate.
- (10) No one shall bring or keep firearms or ammunition in a Strata Lot or on Common Property, without having the proper licensing.
- (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.
- (12) Notwithstanding provisions outlined in 51 (8), if anyone finds themselves dealing with prohibited substances, they shall endeavour to contain and prevent the escape of any explosive, combustible, flammable or noxious fumes/materials from a Strata Lot.
- (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.

- (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.
- (15)
 - (a) every strata lot must provide access after reasonable notice is given to facilitate the fire alarm system inspection. Failure to do so shall result in a fine of \$200 levied until compliance.
 - (b) tampering of any in-suite fire alarm devices such as disconnecting the smoke alarms and/or painting or covering over the sprinkler heads are prohibited and shall result in a fine of \$200 levied as well as all associated costs to rectify the unapproved changes.

52. Resident and Vehicle

- (1) A Resident shall use the parking garage specifically assigned to their Strata Lot for vehicle parking, save and except private arrangements with other Owners for parking garage(s) assigned to such Owner.
- (2) A Resident shall not sell, lease or rent a parking garage assigned to a Strata Lot to a person who is not a Resident.
- (3) No one shall park a motor home, trailer, boat or equipment of any kind on Common Property.
- (4) Vehicles found in unallocated spaces will be removed immediately, without notice, at the vehicle owner's expense.
- (5) No one shall park under any circumstances on interior roadways or driveways. Any vehicle found parking in a prohibited area will be removed, without notice, at the vehicle owner's expense.
- (6) No one shall park in a way that reduces the width of the garage roadway, other parking spaces, stairwells or walkways. Vehicles parked in contravention of this section will be removed, without notice, at the vehicle owner's expense.
- (7) No one shall use the common parking areas for storage of any kind.

- (8) No one shall make major repairs or adjustments (i.e. oil change) to a vehicle on Common Property or in parking garages.
- (9) No one shall allow a vehicle to cause any oil leaks or exhaust stains to parking stalls. A Resident, on notice from the Corporation, shall clean up all drippings. If, after notice, a Resident fails to do so, the Corporation will clean the leaks and stains and charge the cost of such clean up to the Owner. **Any vehicle found causing excessive oil stains will be towed by the Corporation, without notice, at the vehicle owner's expense, as it poses a slipping hazard.**
- (10) No one shall park or store an unlicensed or uninsured vehicle or non-operational vehicle on Common Property. 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.
- (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.
- (12) No one shall drive faster than 10 km/h on Common Property.
- (13) No one shall sound a vehicle horn or allow a vehicle to make any other noise that is a nuisance.
- (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.
- (15) Vehicles which are owned or leased by an automotive Commercial entity or in the care, custody or control of an automotive Commercial entity are prohibited to be parked in the "TV Towers" parkade unless prior approval has been granted by the Strata Council. Excludes are courtesy, rental and car shared vehicles.

53. Balconies and Patios

- (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.

- (2) A Resident may not erect or install over or outside any window or Balcony or Patio door, visible from the exterior of the 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. With respect to installing air conditioning (AC) device, Strata prior approval is required for each installation. Upon approval by Strata, the homeowner will be required to ensure that installation must be consistent with the overall building design, including replacement of similar glass, metal panels/trims, vents on the exterior of the building.
- (3) A Resident shall not attach anything to the Strata Lot, Limited Common Property, railings or Common Property without the prior, written consent of the 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.
- (4) A Resident shall not use Balconies or Patios for storage. Only plants with saucers, patio furniture, and propane or electric BBQ are allowed with the use of a fire extinguisher. Fire extinguisher must be registered with the Concierge
- (5) 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.
- (6) A Resident shall not leave or store personal items, including without limitation, toys, bicycles, door mats or walkers, etc. in any hallway, walkway, lobby or landing at any time because such items detract from the overall appearance of the Common Property and Building and pose a safety hazard and breach the fire code.
- (7) A Resident shall not permit a Strata Lot to become a health/safety hazard.
- (8) Barbecuing is permitted, providing it is conducted in a safe manner and does not create a nuisance to other residents. Barbecue equipment must be properly maintained for safety and kept clean to reduce smoke and odours. Barbeques should not be used directly underneath a sprinkler head.

- (9) “TV Towers” is a designated “non-smoking” Strata Corporation. Smoking is prohibited everywhere, including inside the individual suites. This also applies to the use of e-cigarettes, vaporizers and similar devices.

54. Garbage

- (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.
- (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.
- (3) A Resident shall clean up immediately any litter or garbage spilled or dropped on the Common Property.
- (4) No one shall leave, throw or deposit rubbish, garbage, boxes, or anything else anywhere on Common Property, Limited Common Property or the Building.

55. Pets

- (1) The number of pets allowed to reside any one suite is limited as follows:
- (a) Two (2) domestic mammals. (For example: one dog or one cat, or two dogs or two cats.) A dog/cat must not weigh more than 12 kilograms (25 pounds) unless prior approval is obtained from Council.
 - (b) Rodents generally considered pests, such as rats and mice, are not permitted.
 - (c) Monkeys of any species are not permitted.
 - (d) A reasonable number of fish or other small aquarium animals in an aquarium no larger than 20 gallons and/or 225 lbs filled weight.
 - (e) 1 caged bird.
- (2) Reptiles are not permitted.
- (3) Vicious dogs, such as Doberman Pinscher, Pit Bull, Rottweiler, and Bull Mastiff are not allowed.
- (4) Prior to a dog or cat residing in a strata lot, the resident must provide in writing the name of the dog or cat, breed, color, and markings, current City license number, together with the name, strata lot number, and telephone number of the

pet owner. A pet owner must have homeowner or tenant insurance that includes legal liability coverage for their pet(s). A copy of the insurance certificate, along with the pet registration must be submitted prior to occupancy.

- (5) Dog owners must provide the strata corporation with proof of re-registration within the City of Vancouver not later than March 31 of each calendar year.
- (6) All pets must be leashed while on common property.
- (7) Pets are not permitted in the guest suites, games room, fitness room, pool or spa area or the courtyard on the 3rd level common area.
- (8) Pets must always be taken off common property to relieve themselves. If any pet urinates or defecates on common property, or limited common property, the person responsible must immediately and completely remove the pet waste and dispose of it in a waste container or by some other sanitary means.
- (9) The owner of the strata lot is responsible for the cost of any special cleaning, floor covering replacement, or painting required as a result of a pet soiling common or limited common property.
- (10) The owner of the strata lot is responsible for ensuring his or her tenants, occupants, visitors, and/or agents comply with these pet bylaws.
- (11) Pet owners are responsible for the behavior of their animals. The strata corporation may require removal of any animal kept by an owner, tenant, occupant, visitor, or agent if the animal, in the reasonable opinion of the council, constitutes a nuisance or danger to any other person or animal. Removal must occur within five calendar days of notification being served.

56. Exterior Appearance

- (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.
- (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.
- (3) A Resident shall not apply any metallicized or reflective coatings on glass windows or doors.
- (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.

- (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.
- (6) A Resident shall not install window coverings visible from outside the Building that detract from the conformity of the Building.
- (7) A Resident shall not alter the exterior appearance of the Building.

57. Disturbances

- (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.
- (2) A Resident or Visitor shall not trespass on Limited Common Property designated for the exclusive use of another Strata Lot.
- (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.
- (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.
- (5) A Resident or Visitor shall not play any games, loiter or run on any Common Property, inside or outside, including all garden areas.
- (6) Growing marijuana/cannabis is not permitted anywhere on the complex. This applies to all indoor and outdoor common property, limited common property and inside the strata lots.

58. Bicycles, Skateboards, Skates and the Like

- (1) A Resident shall keep bicycles, skateboards, skates and the like only in designated areas.
- (2) 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.

- (3) No Bicycles of any types are allowed to be stored or kept inside a suite, or on a balcony, or patio or permitted in common hallways and elevators. Doing so shall result in fine of \$200 levied per week until compliance.

59. Rental and Occupancy of Strata Lots

- (1) **DELETED**
- (2) An owner, tenant or occupant shall not permit a Residential Lot to be occupied under a lease, sub-lease, contract, license or any other commercial arrangement for periods of less than 180 days.
- (3) A permanent resident is defined as someone residing in the suite for longer than 90 days.
- (4) Residents placing ads on any/and all web sites that promote short term rentals are clearly intending to rent their suite on a short term basis. Such action is a clear violation of the Strata bylaw #59 (2) and shall be subject to a fine of \$200.
- (5) Fine of \$1000 per day shall be levied by the Strata for non-compliance of the City of Vancouver Bylaw dealing with short term rentals.
- (5)(1) Any contravention of existing strata bylaws 59 (2) (rentals less than 180 days) shall result in a fine of \$1000 per week being levied by the Strata for non-compliance.

60. Moves

- (1) An appointment for moving in/out shall be made with the Concierge (three (3) business days advance notice) having regards for the convenience of all concerned and noise abatement.
- (2) Whenever possible, a minimum of two (2) weeks' advance notice shall be given to the Concierge about any move in or out. All Elevator bookings are to be made in person at the Concierge desk and move in fees must be paid and a signed Form K submitted before the elevator booking is confirmed.
- (3) Moves requiring the booking of elevator are restricted to the following:

TV1

Mondays to Fridays

10:00 a.m. to 1:00 p.m.

1:00 p.m. to 4:00 p.m.

Weekends

8:00 a.m. to 10:00 a.m.

10:00 a.m. to 12:00 p.m.

TV2

Mondays to Fridays

10:00 a.m. to 1:00 p.m.

1:00 p.m. to 4:00 p.m.

4:00 p.m. to 8:00 p.m.

Weekends

8:00 a.m. to 11:00 a.m.

11:00 a.m. to 2:00 p.m.

2:00 p.m. to 5:00 p.m.

5:00 p.m. to 8:00 p.m.

- (4) A moving party shall obtain full instructions for the operation of a move from the Concierge.
- (5) A moving party shall ensure that elevator floor mats and wall pads are installed to protect the elevator floors and walls.
- (6) A moving party shall keep all lobby doors closed and locked when unattended.
- (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 be charged to the Owner. The Concierge will conduct a pre and post move inspection.
- (8) Excluding the townhouses with courtyard entry, a non-refundable fee of \$200 shall be paid to the Corporation before a move in can proceed (Note: Furnished suites to pay \$100 for each move in 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. A \$500 refundable damage deposit is required for each move.
- (9) All moves in or out shall be through the nearest entrance door or through the underground parking.
- (10) The concierge will be required to have in their possession the following documentation before a move-in can commence (no exceptions will be made):
 - i) A completed resident's information form;

- ii) A copy of a completed Form K if the new resident is a Tenant;
 - iii) A signed receipt indicating they have received and reviewed the Rules and Regulations and house rules of a Strata Corporation.
 - iv) A receipt for the refundable \$500 deposit.
 - v) A receipt for the move-in fee.
- (11) an owner, tenant or occupant of a strata lot shall not allow more than the Maximum Number (as set out below) of occupants to regularly reside in a strata lot. An “occupant” means an adult over 19 years of age.
- (i) The “Maximum Number” of occupants per strata lot is as follows:
 - (A) in a studio strata lot: 2 occupants;
 - (B) in a one-bedroom strata lot: 2 occupants;
 - (C) in a one-bedroom plus den strata lot: 3 occupants;
 - (D) in a two-bedroom strata lot: 4 occupants;
 - (E) in a two-bedroom plus den strata lot: 5 occupants; and
 - (F) in a three-bedroom: 6 occupants

Note: Bedrooms and den's, as defined and shown in the original Concord Pacific sales brochures and floor-plans. Internal rooms without windows are storage rooms and are not to be counted as a bedroom or den. Partial walls, partitions or removed walls between dens and storage rooms, do not qualify to create additional bedrooms.

61. Hardwood Floors

- (1) Replacement of the existing carpets and/or tile floor is allowed only with prior written consent from the Council, using the following specifications:
 - (a) Hours of work:
 - Mondays to Saturdays, from 9:00 a.m. to 5:00 p.m.
 - No work on Sundays or Holidays.
 - (b) 100 % unattached floating hardwood is permitted in all suites.

- (c) Contractor is responsible for removing all debris, old carpet, boards, drywall, etc. from TV Towers. No debris of any kind is to be placed in the dumpster or the recycling bins.
 - (d) Contractor is responsible for cleaning the hallways, stairwells and elevator of any dust, dirt, debris, etc. at the end of each working day.
 - (e) Security: Owner and contractor are 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 material must be 6mm) under the hardwood floor if cork is chosen must possess a STC (sound transmission class) rating of 60 dB and an IIC (impact insulation class) of 70 dB. Townhouses are exempt from this requirement.
 - (h) Underlay: if “silent step” is used, the STC must be 70 dB and the IIC of 70 dB. The closed self-foam must be 1/8 inch thick minimum. Townhouses are exempt from this requirement.
 - (i) Council requires proof of purchase after approval from Council and the STC and IIC ratings for the above underlay materials and a labelled sample provided (no Dura underlay or any other recycle tire components).
 - (j) Ceramic tiles on the kitchen and bathroom floors must also be installed with sound deadening underlay material, and the details of this material must be submitted to Council for approval, except for when ceramic tiles are to be installed in Townhouses.
 - (k) Any work involving jack hammering, chipping or grinding is limited to the hours of 11:00 a.m. to 3:00 p.m. (maximum 4 hours per day), Mondays to Fridays only. There is to be no jack hammering, chipping or grinding on weekends or on statutory holidays. Removal of tile floors also requires special Council approval.
- (2) Exposed concrete floors are strictly prohibited (they provide no sound deadening).
62. An owner must obtain the written approval of the strata corporation before installing, or permitting to be installed, any of the following:
- (a) Waterbed; and
 - (b) vibrating furniture or appliances.

63.

- (1) Subject to subsection (2), the Council must have 7 members elected at an Annual General Meeting, but may operate with fewer Members in accordance with the *Strata Property Act* (Part 7 Schedule of Standard Rules and Regulations; Division 3; Item 12)

The members of council of the Strata Corporation shall be elected and shall retire in rotation. At the Annual General Meeting, after this Bylaw is enacted, 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 terms of office has expired and each Council Member so elected shall hold office for a term of two (2) years.

No person shall be elected to Council and remain on Council if the Strata Corporation is entitled to register a lien on their Strata Lot under Section 116(1) of the *Act*.

No person shall be elected to Council and remain on Council if their Strata Lot is in arrears of any monies owed to the Strata Corporation.

- (2) The term of office of a Council Member ends at the end of the Annual General Meeting at which their term as a member of Council expires.
 - (3) A person whose term as a Council Member is ending is eligible for reelection.
64. Any resident(s) who does not occupy the space within 15 minutes of the original booking time for the theatre/lounge/yoga studio will risk having their booking be given out to other residents.
 65. Personal trainers are not allowed to train non-resident(s) in the TV Towers gym/amenities.
 66. Security Cameras and Video Surveillance
 - (1) The strata corporation shall install or maintain and operate a video surveillance system on the common property of the strata corporation, such system including but not limited to video cameras in common areas of the strata corporation which transmit and record images of activities on the common property.

- (2) The strata corporation shall collect information through the use of the strata corporation's video surveillance system, including but not limited to personal information of persons who pass over the common property of the strata corporation. Such personal information may include but is not limited to video and still photographic images.
- (3) The strata corporation shall collect information through the use of the strata corporation's computerized access fob system, including but not limited to personal information of owners and occupants. Such personal information included but is not limited to the name of the individual to whom the fob is issued and dates and times of access by the associated fob to those parts of the building accessed via fob.
- (4) The strata corporation shall use the personal information collected by the video surveillance system and access fob system for the purposes set out in the strata corporation's Privacy Policy, as may be amended or replaced, from time to time.

67.

- (1) An owner is responsible for loss or damage to any strata lot, the common property, limited common property, or common assets:
 - (a) If that damage originates within that owner's strata lot, including water egress from the owner's strata lot of the failure of the owner's plumbing fixtures;
 - (b) If that damages results from the owner's negligence or an act of that owner, or the negligence or action of any invitee, guest, occupant or individual present in the strata lot of on the common property (including limited common property) at the invitation, leisure, or acquiescence of the owner.
- (2) An owner shall repay to the Strata Corporation:
 - (a) All amounts paid out by the Strata Corporation to asses, remediate, repair, rebuild, clean or remove all or part of any strata lot, common property, limited common property, or common assets if said property or asset is damaged and the owner is Corporation responsible for that damage, and
 - (b) All amounts paid out by the Strata in the form of deductibles for insurance claims the Strata Corporation makes in order to asses, remediate, repair, rebuild, clean, or remove all or part of any strata lot, common property,

limited common property, or common assets if said property or asset is damaged and the owner is responsible for that damage.

- (3) An owner must purchase comprehensive personal liability insurance or comprehensive homeowner insurance (or a combination thereof):
 - (a) Of at least \$500,000 for each strata lot that the owner owns in the corporation;
 - (b) That must insure the owner against:
 - i) Damage to any strata lot, the common property, limited common property, or common assets for which the owner is responsible, and
 - ii) Claims by the Strata Corporation for compensation arising from the payment of an insurance deductible to the Strata Corporation's insurance. Specifically (but not exclusively), the insurance must insure against a claim by the Strata Corporation further to section 158(2) of the Strata Property Act as amended from time to time, and
 - (c) For the duration of the owner's tenure as an owner, and the owner must not allow the insurance to expire or remain un-renewed.
- (4) An owner must demonstrate to the Strata Corporation proof of the insurance required as aforesaid by providing a copy of the policy to the strata council:
 - (a) Upon the purchase of a strata lot;
 - (b) Upon renewal of the policy, and
 - (c) Upon the reasonable request of the strata council.

END NOTES:

Bylaws have been registered at Land Titles Office on an ongoing basis. These have included new bylaws and amendments to bylaws previously registered. The Bylaws listed herein are those currently in place for Strata Corporation BCS3407. Owners will be advised accordingly of any changes in the future. The following is a listing of registration numbers and dates of registration for owner's reference.

BB807470	Bylaw 49 as passed at AGM July 22/09
BB1289640	Bylaws 2(9), 2(10), 50-63 as passed at AGM Sept 28/10
BB1996662	Bylaw 59 Amendment, and Bylaws 64 and 65 passed at AGM Sept 27/11
CA2801817	Addition of Bylaw 4(5), replaced the heading of Bylaw 59, and addition of Bylaws 59 (2), 66 and 67, as passed at the September 25, 2012 AGM.
CA3420121	Addition of Bylaw 59 (3) as passed at the October 7, 2013 AGM.
CA4737821	Amendment of Bylaw 59(2) as passed at the September 28, 2015 AGM.
CA5602175	Bylaws amendment and addition [Residential 16(3), 53(8), 55(4), 59(1), 59(4), 60(10), 61(2),] as passed at the October 4, 2016 Annual General meeting.
CA5602174	Bylaws amendment [Joint 49] as passed at the October 4, 2016 Annual General Meeting
CA6419851	Bylaws amendment and addition [Residential 51(15)(a)(b), 53(2), 53(9), 60(11)(i)(A-F)] as passed at the September 25, 2017 Annual General Meeting.
CA7167385	Bylaws amendment and addition [Residential 52(15), 53(9), 57(6), 59(6), 59(6)(1), 60(2)] as passed at the September 24, 2018 Annual General Meeting.
CA7847933	Bylaws amendment and addition [Residential 52(9), 58(3)] as passed at the October 7, 2019 Annual General Meeting.