

**STRATA PLAN BCS 3995**

**CAPITOL RESIDENCES**

**BYLAWS**

Amendments:  
September 11, 2012

Registration No.:  
CA2763901

# **STRATA PLAN BCS 3995**

## **CAPITOL RESIDENCES**

### **BYLAWS**

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

##### **1. Payment of Strata Fees**

- 1.(1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 1.(2) If an owner is late in paying his 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.

##### **2. Repair and Maintenance of Property by Owner**

- 2.(1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 2.(2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

##### **3. Use of Property**

- 3.(1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
  - (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (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.

3.(2) An owner shall not:

- (a) use his strata lot for any purpose which may be injurious to the reputation of the building;
- (b) make undue noise in or about any strata lot or common property
- (c) keep any animals or pets (collectively a “Pet”) in or about the strata lot or the limited common property relating to such a strata lot other than one or more of the following:
  - (i) a reasonable number (as determined by the strata council from time to time) of fish or other small aquarium animals;
  - (ii) up to 2 caged birds; or
  - (iii) one dog or two cats or one dog and one cat;
- (d) allow or permit is pet’s waste to remain on the common property and limited common property and shall take all reasonable measures to control and be responsible for any approved pets in or about the strata lot, common property and limited common property; it will be the responsibility of the owner to pay for the cost of repair or clean up of any common property or common asset which is damaged, destroyed or soiled by the owner’s Pet;
- (e) make or cause to be made any structural alteration to his 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 his strata lot, or within any bearing or party wall or the common property without first obtaining the written consent of the strata council;
- (f) alter, supplement or remove the window coverings originally installed in the strata lot except, if necessary due to damage or wear, to replace them with substantially similar window coverings in the same colour and style; or hang or place any signs or other objects which will adversely affect the consistency of the exterior appearance of the building;

- (g) place on the balcony of the strata lot bicycles, motorcycles, boxes, machinery, equipment, or in any way use such balcony as a storage area;
- (h) hang or drape on the balcony of the strata lot laundry, clothing, rugs, towels, curtains or wall hangings;
- (i) enclose (partially or fully), modify or add to the balcony of the strata lot, and without limitation, not to install or place plastic, glass or other material on the balcony to block wind or sun or for any other purpose;
- (j) use or allow to be used any barbecues or similar cooking devices (other than natural gas, propane or electric barbecues which are permitted on balconies, terraces or patios) in or about any strata lot, any balconies, terraces or patios, any limited common property or the common property of the strata corporation, except in areas, if any, so designated by the strata council;
- (k) deposit household refuse or garbage on or about the common property or limited common property except in places designated by the strata council from time to time; any materials other than ordinary household refuse and garbage, shall be disposed of either by or at the expense of the owner;
- (l) move or permit to be moved furniture or furnishings in or out of the building except in accordance with the rules passed by the strata council from time to time; under no circumstances will any owner, tenant or occupant of a strata lot use, or permit to be used, the lobby of the building for moving or furniture or furnishings, except during the hours, and on such conditions and subject to such fees as may be imposed by the strata council from time to time.
- (m) erect, place, keep or display signs, billboards, advertising matter or notice or display of any kind on the common property, limited common property or in a strata lot in any manner which may be visible from the outside of the strata lot (other than "for sale" signs which may be placed in that area of the common property designated for that purpose from time to time by the strata council) with the exception of Strata Lots 373 and 374, the Commercial Strata Lots, which in respect of signage shall be restricted as follows:
  - (i) all signage must comply with any and all City of Vancouver Bylaws in respect of signage; and;

- (ii) may only install permanent signage to be attached to the awning and/or canopy to be installed by the original developer at the front of Strata Lots 373 and 374 with the size, color and with material as initially specified by the original developer and will not permit signage within or adjacent to any of the strata lots which consist of lighted signs which blink on and off or consists of lighted signs which use a strobe light effect.
  - (n) erect, place, install or cause to be erected, placed or installed, whether permanently or temporarily, fixtures, satellite dishes, antennas, poles, clotheslines, racks, storage sheds or similar structures on Common Property of Limited Common Property. Notwithstanding the foregoing, an owner, tenant or occupant may place on the Limited Common Property of the owner's, tenant's or occupant's balcony or patio, as the case may be, a reasonable amount of free-standing, self-contained planter boxes or containers and summer furniture and accessories;
  - (o) smoke in any of the indoor common areas, including the elevator, hallways, storage lockers, recreation areas, multi purpose rooms, lobby and stairwells;
  - (p) throw out material, especially burning material such as cigarettes or matches or permit material to fall out of any window, door, balcony, patio, stairwell, passage or other part of the strata lots or common property;
  - (q) store any perishable or hazardous material or items that may deteriorate or attract pests in the locker area;
  - (r) use or ride, or permit others to use or ride, as the case may be, rollerblades, inline skates, skateboards, bicycles, scooters or similar items anywhere on Common Property or Limited Common Property or in a Strata Lot; or
  - (s) use or allow the strata lot, the common property and the limited common property to be used in any manner which is contrary to the rules of the strata corporation from time to time.
- 3.(3) An owner of Strata Lots 373 and 374, being the commercial strata lots, are subject to all restrictions that may be imposed upon such commercial strata lots by the City of Vancouver Zoning Bylaws from time to time and further may only be used for the following uses:
- (a) Level 5 commercial strata lot only can be used for – general office as such is defined in the City of Vancouver Bylaws provided that any

such use must not include a health enhancement centre, or any dating service, entertainment service, exotic dance or business, social escort service or similar business, booking agency or facility providing liquor delivery or psychic/fortune telling services, consulate, embassy, high commission or other office of a foreign government body;

- (b) Ground Floor commercial strata lot may only be used for a grocery, drugstore, retail store or restaurant.

3.(4) In addition to the restrictions set out in Bylaw 3(3) above, Strata Lots 373 and 374 being the commercial strata lots shall also be subject to the following conditions and restrictions:

- (a) before carrying on any business within the strata lot, each owner must first obtain all necessary permits from the City of Vancouver for any improvements to be made to the interior of such strata lot, and comply with all requirements of any building permits, obtain any and all business licenses or permits necessary to carry on the businesses permitted by the City of Vancouver and as restricted by these bylaws;
- (b) the improvements to Strata Lots 373 and 374 must not puncture or alter in any way an exterior wall, membrane or roof of the development, including specifically (but not limited to) for the purpose of providing venting for the strata lot;
- (c) must not engage in the sale or display of merchandise on the sidewalk area adjacent to Strata Lots 373 and 374 or common property;
- (d) any garbage and refuse must be placed only in the garbage area designated by the strata corporation from time to time and never temporarily placed in any other location, such that the limited common and common property shall be clean and clear at all times;
- (e) not engage in any activity which creates or is likely to create any obnoxious or offensive odours and excess of noise which could, in the reasonable opinion of strata council interfere with the use and enjoyment of the Residential Strata Lots;
- (f) the owners of each of Strata Lots 373 and 374 will be prohibited from hours of operation which extend beyond opening before 5:30 a.m. each day and closing after 11:00 p.m. each day provided that the ground floor commercial strata lot may have such hours of operation as is permitted by the City of Vancouver.

- 3.(5) An owner, tenant, occupant or visitor must not cause damage other than reasonable wear and tear to the common property, common assets or those party of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- 3.(6) An owner shall indemnify and save harmless the strata corporation from the expense, including insurance deductibles, of any maintenance, repair or replacement rendered necessary to the common property or to any strata lot resulting from an owner's wilful at or negligence or that of any tenant or occupant of a strata lot or any visitors, customers, clients, employees or contractors of an owner, tenant or occupant, but only to the extend that such expense is not recovered from proceeds of insurance carried by the strata.
- 3.(7) The parking stalls assigned to the Residential Strata Lots in accordance with Bylaw 32 shall only be used for parking passenger vehicles owned or leased by persons who are owners or tenants of the building or temporary visitors of such residents. An owner shall have the right to lease a parking stall assigned to an owner to other owners or occupants of a Residential Strata Lot. The right to use the parking stalls shall cease upon a person ceasing to reside in the building. An owner shall not allow oil leaks and exhaust pollution stains from vehicles and shall clean up such leaks and stains from the owner's parking stall(s).

#### **4. Inform Strata Corporation**

- 4.(1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- 4.(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**

- 5.(1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;

- (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
  - (f) common property located within the boundaries of a strata lot;
  - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act;
  - (h) an owner wishing to install hardwood or floor tiles in a strata lot must obtain the prior consent of the strata corporation, which consent will be contingent on the proposed installation having been acoustically engineered to minimize any potential noise nuisance.
- 5.(2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration. Notwithstanding the foregoing, and without limiting the strata corporation's right to withhold its approval for alterations to the strata lot or the common property, an owner wishing to conduct structural alterations or renovations to a strata lot must provide to the strata corporation, in connection with its application for approval, an engineering report which satisfies the strata corporation that any drilling into a concrete slab will not impair the structural integrity of the slab, and that no work will interfere with embedded cables, power or mechanical systems.
- 5.(3) This section does not apply to a strata lot in a bare land strata plan.

## **6. Obtain Approval before Altering Common Property**

- 6.(1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- 6.(2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

## **7. Permit Entry to Strata Lot**

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



- (a) in an emergency, without notice, to prevent property damage to the common property or 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 twenty-four (24) hours written notice:
    - (i) to inspect, maintain, or repair common property or common assets; or
    - (ii) to ensure the *Strata Property Act* (British Columbia), as amended or replaced, and these bylaws are being complied with.
- 7.(2) The notice referred to in Bylaw 7(1)(b) must include the date, the approximate time of entry and the reason for the entry.
- 7.(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**

### **8. Repair and Maintenance of Property by Strata Corporation**

- 8.(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
  - (d) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
  - (e) the following, no matter how often the repair or maintenance ordinarily occurs:
    - (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;
- (v) fences, railings and similar structures that enclose patios, balconies and yards;
- (vi) 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:
  - a. the structure of a building,
  - b. the exterior of a building,
  - c. chimneys, stairs, balconies and other things attached to the exterior of a building,
  - d. doors, windows and skylights on the exterior of a building or that front on the common property, and
  - e. fences, railings and similar structures that enclose patios, balconies and yards.

### **Division 3 — Council**

#### **9. Council Size**

- 9.(1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- 9.(2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

#### **10. Council Members' Terms**

- 10.(1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 10.(2) A person whose term as council member is ending is eligible for reelection.

- 10.(3) **Council Member in Default:** 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.

## **11. Removing Council Member**

- 11.(1) Unless all the owners are on the council, the Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- 11.(2) After removing a council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

## **12. Replacing Council Member**

- 12.(1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 12.(2) A replacement council member may be appointed from any person eligible to sit on the council.
- 12.(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.
- 12.(4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

## **13. Officers**

- 13.(1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- 13.(2) A person may hold more than one office at a time, other than the offices of president and vice president.
- 13.(3) The vice president has the powers and duties of the president
- (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.
- 13.(4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

#### **14. Calling Council Meetings**

- 14.(1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 14.(2) The notice does not have to be in writing.
- 14.(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.
    - (iii) the council must inform owners about a council meeting as soon as feasible after the meeting has been called.

#### **15. Repealed**

[Repealed 2009-17-35.]

#### **16. Quorum of Council**

- 16.(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.

- 16.(2) Council members must be present in person at the council meeting to be counted in establishing quorum.

## **17. Council Meetings**

- 17.(1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- 17.(2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- 17.(3) Owners may attend council meetings as observers.
- 17.(4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the Act;
  - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
  - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.
- 17.(5) Whether council members attend council meetings in person or by electronic means, council members cannot appoint proxies or personal representatives to act on their behalf at such council meetings.

## **18. Voting at Council Meetings**

- 18.(1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 18.(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.
- 18.(3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

## **19. Council to Inform Owners of Minutes**

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

## **20. Delegation of Council's Powers and Duties**

- 20.(1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- 20.(2) The council may delegate its spending powers or duties, but only by a resolution that
  - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- 20.(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.
- 20.(4) The council may not delegate its powers to determine, based on the facts of a particular case,
  - (a) whether a person has contravened a bylaw or rule,
  - (b) whether a person should be fined, and the amount of the fine, or
  - (c) whether a person should be denied access to a recreational facility.

## **21. Spending Restrictions**

- 21.(1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- 21.(2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- 21.(3) Notwithstanding Section 98(2) of the Act, the maximum expenditure which may be made pursuant to Section 98 of the Act is \$3,000 or 5% or the total contribution to the operating fund for the current year, whichever is less.

## **22. Limitation on Liability of Council Member**

- 22.(1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- 22.(2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

### **Division 4 — Enforcement of Bylaws and Rules**

## **23. Maximum Fine**

- 23.(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.
- 23.(2) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.
- 23.(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 rule which may be established from time to time, or any rule 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.

## **24. Continuing Contravention**

- 24.(1) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

## **Division 5 — Annual and Special General Meetings**

### **25. Person to Chair Meeting**

- 25.(1) Annual and special general meetings must be chaired by the president of the council.
- 25.(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.
- 25.(3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

### **26. Participation by Other than Eligible Voters**

- 26.(1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 26.(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.
- 26.(3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

### **27. Voting**

- 27.(1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- 27.(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.
- 27.(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.
- 27.(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.
- 27.(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.



- 27.(6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- 27.(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.
- 27.(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 the owner's strata lot, except on matters requiring a unanimous vote.
- 27.(9) If within ½ hour from the time appointed for an annual or special general meeting, a quorum is not present the eligible voters, present in person or by proxy, constitute a quorum.

## **28. Order of Business**

- 28.(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.

## **Division 6 — Voluntary Dispute Resolution**

### **29. Voluntary Dispute Resolution**

- 29.(1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
  - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- 29.(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.
- 29.(3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

## **Division 7 — Marketing Activities by Owner Developer**

### **30. Promotions**

- 30.(1) During the time that the owner developer of the strata corporation is a first owner of any units, it shall have the right to maintain any unit or units, whether owned or leased by it, as a display unit, and to carry on sales or leasing functions it considers necessary in order to enable it to sell or lease the units.

- 30.(2) At the reasonable discretion of the owner developer, it may use the common property to conduct the sale or lease of strata lots in the strata plan up to 24 months after the date of first occupancy of any such strata lot.
- 30.(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.

### **31. Small Claims Actions**

Notwithstanding any provisions of the Act, the strata corporation may proceed under the *Small Claims Act* (British Columbia) against any 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.

### **32. Parking Area Lease**

Each owner of a strata lot 1 to 372 may be entitled to the exclusive use of one or more of the parking stalls located in the parking facility and will use such stalls pursuant to a partial assignment of the parking area lease (the "Parking Area Lease") between \_\_\_\_\_ and \_\_\_\_\_ as tenant. Pursuant to the Parking Area Lease, upon the registration of the strata plan for the strata development, the strata corporation will automatically assume all of the covenants and obligations of \_\_\_\_\_ under the Parking Area Lease with respect to the stalls (as defined in the Parking Area Lease).

### **33. Planters/Landscaped Areas**

Owners of the strata lots which have an open balcony 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 shall, within a landscaped area and/or planter designated as limited common property, change, alter or amend the plantings within such landscaped areas and/or planters without the written consent of the strata council.

#### **34. Storage Room**

For a period of two (2) years after the registration of the strata plan for the strata development, the owner-developer will be entitled to designate for its use one (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 development and the use of such storage room for the storage of building materials and equipment at all times during the two 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 two year period provided that after the end of the two year period, the owner-developer will, upon request by the strata corporation, deliver up vacant possession of the storage room and all keys thereto.

#### **35. Bicycle Storage**

All bicycle storage rooms are for the Residential Strata Lots and the respective residential Strata Lot owners will be entitled to the use of such spaces on a first come first serve basis, or on such other basis as may be established by Strata Council from time to time within the secured parking facility designed for that purpose, free of charge. The Strata Council will, subject to the provisions of the *Strata Property Act* (British Columbia), 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.

#### **36. Leasing Requirements**

An owner of Strata Lots 1 to 372 must:

- (a) *(Deleted as per the Annual General Meeting of June 13, 2012)*
- (b) cause the tenant to execute a Form K – Notice of Tenant's Responsibilities as provided in the *Strata Property Act* (British Columbia), as amended or replaced, prior to his occupation of the strata lot, and provide the Strata Corporation with a copy thereof.

### **37. Common Expenses**

For the purposes of allocating common expenses, there are two general types of strata lots in the strata corporation, Strata lots 1 to 372 which are residential strata lots and Strata Lots 373 and 374 which are commercial strata lots. Certain of the strata corporation expenses benefit one type of strata lot only. Expenses which shall be allocated based on the type of strata lots include, but are not limited to gas, utilities, enterphone/security, elevator maintenance, carpet cleaning, security camera lease which may be supplied only to one group of strata lots and not another, and the Strata Council may determine which of these expenses are properly allocated, acting reasonably, in preparing any budgets. In addition, residential Strata Lots 294 to 372 will only be serviced by a HVAC system and all expenses of such system will be the responsibility of Strata Lots 294 to 372 and the Strata Council may determine, acting reasonably, the method of such allocation of these expenses.