

BYLAWS
STRATA CORPORATION LMS 2869



Adopted By Special Resolution :

Bylaws 23(1) & 49(b) Repealed and Replaced:

Bylaws 50. & 51. Repealed and Replaced:

Bylaws 44.d) Repealed, 49.c) Repealed and 49.d) Repealed and Replaced:

Bylaw 3.(5)(o) Amended

Bylaw 3.(5)(r) Amended, Bylaw 34 Amended, Bylaw 44.g)ii Amended,

Bylaw 48 Repealed, Bylaw 49 Amended, Bylaw 19.(2) Adopted

Bylaw 50 b), c) i, ii, iii, d) i, ii, iii, v, vi Amended

December 12, 2001

April 7, 2004

April 5, 2005

April 23, 2007-#BB490140

April 23, 2010 - #BB1465785

May 17, 2011 – #BB1956817

May 28, 2014 – CA3745608

CALYPSO ADDRESSES		
Residential	Commercial – Lonsdale Avenue	Commercial – E. Third Street
332 Lonsdale Avenue North Vancouver, B.C. V7M 3M5	312 through 338 Lonsdale Avenue North Vancouver, B.C. V7M 2G2	100 through 112 E. 3 rd Street North Vancouver, B.C. V7L 1E6

COURTESY NOTE: Copies of the official, complete, and non-amended version of the Strata Property Act may be obtained from Crown Publications Inc., 521 Fort Street, Victoria, BC, Canada V8W 1E7, telephone (250) 386-4636, or from the Queen's Printer office located at 849 Hornby Street, Vancouver.

STRATA PROPERTY ACT

CHAPTER 43

PART 1 – DEFINITIONS AND INTERPRETATION

Definitions and Interpretation

1 (1) In this Act:

“**approving officer**” means an appropriate approving officer appointed under the Land Title Act;

“**assessed value**” means the value assessed under the Assessment Act;

“**bare land strata plan**” means

- (a) a strata plan on which the boundaries of the strata lots are defined on a horizontal plane by reference to survey markers and not by reference to the floors, walls or ceilings of a building, or
- (b) any other strata plan defined by regulation to be a bare land strata plan;

“**bylaw**” means a bylaw of a strata corporation;

“**common asset**” means

- (a) personal property held by or on behalf of a strata corporation, and
- (b) land held in the name of or on behalf of a strata corporation, that is
 - (i) not shown on the strata plan, or
 - (ii) shown as a strata lot on the strata plan;

“**common expenses**” means expenses

- (a) relating to the common property and common assets of the strata corporation, or
- (b) required to meet any other purpose or obligation of the strata corporation;

“common property” means

- (a) that part of the land and buildings shown on a strata plan that is not part of a strata lot, and
- (b) pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they are located
 - (i) within a floor, wall or ceiling that forms a boundary
 - (A) between a strata lot and another strata lot,
 - (B) between a strata lot and the common property, or
 - (C) between a strata lot or common property and another parcel of land, or
 - (ii) wholly or partially within a strata lot, if they are capable of being and intended to be used in connection with the enjoyment of another strata lot or the common property;

“contingency reserve fund” means a fund for common expenses that usually occur less often than once a year or that do not usually occur, as set out in section 92 (b);

“convey” and “conveyance”, when referring to the conveyance of a strata lot to a purchaser, means any of the following in respect of which an application to the land title office has been made to register:

- (a) a transfer of a freehold estate in the strata lot;
- (b) an agreement for sale of the strata lot;
- (c) an assignment of a purchaser’s interest in an agreement for sale of the strata lot;
- (d) an assignment of a strata lot lease in a leasehold strata plan;

“eligible voters” means persons who may vote under sections 53 to 58;

“judgment” means a judgment of a court, and includes costs awarded in respect of the judgment;

“landlord” means an owner who rents a strata lot to a tenant and a tenant who rents a strata lot to a subtenant, but does not include a leasehold landlord in a leasehold strata plan as defined in section 199;

“limited common property” means common property designated for the exclusive use of the owners of one or more strata lots;

“majority vote” means a vote in favour of a resolution by more than 1/2 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting;

“occupant” means a person, other than an owner or tenant, who occupies a strata lot;

“operating fund” means a fund for common expenses that usually occur either once a year or more often than once a year, as set out in section 92 (a);

“owner” means a person, including an owner developer, who is

- (a) a person shown in the register of a land title office as the owner of a freehold estate in a strata lot, whether entitled to it in the person’s own right or in a representative capacity, or
- (b) if the strata lot is in a leasehold strata plan, as defined in section 199, a leasehold tenant as defined in that section, unless there is
- (c) a registered agreement for sale, in which case it means the registered holder of the last registered agreement for sale, or
- (d) a registered life estate, in which case it means the tenant for life;

“owner developer” means

- (a) a person
 - (i) who, on the date that application is made to the registrar for deposit of the strata plan, is registered in the land title office as
 - (A) the owner of the freehold estate in the land shown on the strata plan, or
 - (B) in the case of a leasehold strata plan as defined in section 199, the lessee of the ground lease of the land, or
 - (ii) who acquires all the strata lots in a strata plan from the person referred to in subparagraph (i), and
- (b) a person who acquires all of the interest of a person who is an owner developer under paragraph (a) in more than 50% of the strata lots in a strata plan;

“phased strata plan” means a strata plan that is deposited in successive phases under Part 13;

“purchaser” means a person, other than an owner developer, who enters into an agreement to purchase a strata lot or to acquire a strata lot lease in a leasehold strata plan as defined in section 199, but to whom the strata lot or strata lot lease has not yet been conveyed or assigned;

“registrar” means a registrar of titles as defined in the Land Title Act, and includes a deputy registrar or acting registrar under that Act;

“regulations” means regulations made by the Lieutenant Governor in Council under section 292;

“residential strata lot” means a strata lot designed or intended to be used primarily as a residence;

“rule” means a rule of a strata corporation made under section 125 or 197;

“**section**”, when used in reference to a strata corporation, means a section of the strata corporation created under section 192 or 193;

“**Standard Bylaws**” means the bylaws set out in the Schedule of Standard Bylaws;

“**strata corporation**” means a strata corporation established under section 2;

“**strata lot**” means a lot shown on a strata plan;

“**sue**” means the act of bringing any kind of court proceeding;

“**suit**” means any kind of court proceeding;

“**superintendent**” means the Superintendent of Real Estate;

“**Supreme Court**” means the Supreme Court of British Columbia;

“**tenant**” means a person who rents all or part of a strata lot, and includes a subtenant but does not include a leasehold tenant in a leasehold strata plan as defined in section 199 or a tenant for life under a registered life estate;

“**3/4 vote**” means a vote in favour of a resolution by at least 3/4 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting;

“**unanimous vote**” means a vote in favour of a resolution by all the votes of all the eligible voters;

“**unit entitlement**” of a strata lot means the number indicated in the Schedule of Unit Entitlement established under section 246, that is used in calculations to determine the strata lot’s share of

- (a) the common property and common assets, and
- (b) the common expenses and liabilities of the strata corporation.

A word or expression in this Act has the meaning given to it in the Land Title Act, unless it is defined in this Act or the context requires otherwise.

BYLAWS

For the purpose of these Bylaws, strata lots 1 to 8 inclusive and strata lots 34 and 35 are referred to as the “Commercial Lots”. All of the remaining strata lots are referred to as the “Residential Lots”.

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

1. Payment of Strata Fees

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) 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.
- (3) At the end of a three (3) month period a lien shall be placed on the strata lot involved at the owner's expense for the total monies, including legal costs incurred by the strata corporation
- (4) If an assessment becomes six (6) months in arrears, foreclosure action will be commenced, subject to Council's approval to proceed after being advised that the account is still unpaid. This sequence will repeat until all prior assessments and fines are paid and the owner's account is brought on to a current basis.

2. Repair and Maintenance of Property by Owner

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

3. Use 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.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (3) Only domestic cats, dogs, birds, or aquarium fish permitted. No large or exotic animals, reptiles, livestock, fowl, or wild animals permitted within the strata plan.
- (4) An owner, tenant or occupant shall be entitled to keep one, but not more than one, domestic pet in a strata lot, not including aquarium fish, with the exception of any caged animal or bird, where two (2) shall be permitted per lot. An owner, tenant or occupant that keeps a pet must comply with these bylaws and any rules enacted by the council on behalf of the strata corporation pursuant to Bylaw 3 with respect to the keeping of pets. Unless specifically approved by the council, the weight of any pet will not exceed 20 kilograms (44 lbs.).
- (a) All pets shall be registered with the council and licensed with the City of North Vancouver and tagged (i.e. description, name, suite number), where applicable, by owner for identification, safety, and return purposes, and shall keep all required shots up-to-date.
- (b) For the comfort and safety of all persons within the strata plan an owner shall not allow any pet to enter the common property without restraint (i.e. cage or leash);

COURTESY NOTE: Pet owners are encouraged to not transport their pets via the elevators as a courtesy to those owners who may have allergies.

- (c) An owner of a pet shall not permit the pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property, the owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means.

COURTESY NOTE: Pet owners are encouraged to clean up after their pets at all times in the surrounding neighbourhood and community.

- (d) An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws.
- (e) No owner, tenant or occupant shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owner, tenant or occupant with uncontrolled barking or howling.
- (f) The council may, from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws will prevail.

- (g) If any owner, tenant or occupant violates any provision of these bylaws or if the council on reasonable grounds considers a pet to be a nuisance the council may, by written notice to such owner, tenant or occupant cause such owner, tenant or occupant to have the pet removed from the strata lot within thirty (30) days of receiving such notice.
 - (h) Any pet found unattended in the building or on common property will be delivered to, or picked up by, the Municipal Pound at the pet owner's expense and a fine of fifty dollars (\$50.00) will be assessed to the owner by the council.
 - (i) At the date of enactment of this bylaw all owners who exceed the number of allowed pets in their lots shall be protected under this clause. However, after the death or removal of the animal(s) such that the number of pets equals or is less than the number permitted in a lot, the owner will no longer be protected and will be subject to the provisions of this bylaw.
- (5) An owner, tenant, occupant or visitor must not:
- (a) use a strata lot for any purpose that involves undue traffic or noise in or about the strata lot or common property between the "Quiet Time" hours of 10:30 p.m. and 7:30 a.m. or encourages loitering by persons in or about the strata lot or common property;
 - (b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owner, tenant or occupant;
 - (c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant;
 - (d) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
 - (e) use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues, hibachis and other light cooking devices shall not be used except in accordance with rules made by the strata corporation from time to time;
 - (f) shake any mops or dusters of any kind, nor throw any refuse, out of the windows or doors or from the balcony of a strata lot;
 - (g) sweep, hose, or wash down any balcony on to the balcony beside or below;
- COURTESY NOTE: Suggest using a dustpan and/or a sponge mop to clean balcony surface.
- (h) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
 - (i) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's domestic water supply, heated water, natural gas supply, or electricity;
 - (j) allow a strata lot to become unsanitary or a source of odour;

- (k) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;
- (l) install any window coverings, visible from the exterior of his strata lot, which are not similar in size or colour from those of the original building specifications (i.e. white horizontal venetian blinds) as originally provided by the developer;
- (m) install any window and/or patio door screens which do not conform in colour and style to match installed window and door frames;

COURTESY NOTE: Matching screens are available from Mid-Valley Screens, (604) 856-7400

- (n) hang or display any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (o) use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those provided for Commercial Lots or with a written agreement from the Strata Council;
- (p) affix to, on, or through the exterior surface(s) of the strata lot, the common property or any limited common property any item with the exception of the following:
 - i. adequately secured flower boxes or other articles on the inside of balcony railings. Damage or injury resulting from falling objects is the liability of the owner;
 - ii. Christmas lights and decorations are allowed on balconies and/or windows from December 1st to January 10th only, provided that they are not affixed to the exterior surface of the building or in such a way as to damage any portion of the common property. Any material used to affix the lights and decorations are to be completely removed along with the lights and decorations accordingly;
- (q) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot except those provided for Commercial Lots;
- (r) place planters 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 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, items or equipment 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, tenant or occupant entitled to the use of the limited common property on which they are placed. Planters shall have drain trays to prevent water spillage onto the limited common property and protect balcony surfaces;
- (s) place any indoor-outdoor carpeting on any deck, patio or balcony; place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, barbecues, summer furniture and must not create an eyesore or hazard to other owners of the building;

- (t) plant trellises, creeping or ivy type plants or vines which may grow on to the exterior of the building or other common property, and such trellises, creeping or ivy type plants or vines shall be planted in any lot, balcony, or common property, so as to protect the stucco, brick, wooden, and other surfaces from damage; and
- (u) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws.

4. 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.

5. Obtain Approval before Altering a Strata Lot

- (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (i.e. including, for example, adding security devices to the entrance door to a strata lot);
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) This section does not apply to a strata lot in a bare land strata plan.
- (4) No alteration or additional installation of the natural gas line in a Residential or Commercial Lot, which forms part of the common expenses, may be made for any appliance or fixture other than the gas fireplace;

- (5) An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building;
- (6) Applicable permits must be obtained from the City of North Vancouver prior to any renovations being made;
- (7) An owner is required to advise the council in writing at least seven (7) days prior to commencement of the work, providing copies of the applicable and approved permits, and personally advise all immediate neighbours on his floor, plus the floors above and below, regarding the intended work and its anticipated time, duration, and noise level.

6. Obtain Approval before Altering Common Property

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

7. Permit Entry to Strata Lot

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice:
 - i. to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under the Act; and
 - ii. to ensure compliance with the Act and these bylaws.
- (2) The notice referred to in subsection 7.1 (b) must include the date and approximate time of entry, and the reason for entry.
- (3) If lot access cannot be arranged within a reasonable time (depending on the circumstances) for protection of common property and/or safety then the strata corporation shall enter it by force. This could be by employing a locksmith or by breaking a door or window. Where the circumstance is determined to be common property related the cost of any damage caused to the common property or lot will be incurred by the strata corporation; where the emergency is determined to be lot related, the strata corporation may elect to charge related expenses to the lot owner.

Division 2 – Powers and Duties of Strata Corporation

8. Repair and Maintenance of Property by Strata Corporation

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

9. Council Size

- (1) Subject to subsection 9.2, the council must have at least 3 and not more than 7 members.

- (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

- (1) The term of office of a council member ends:
 - (a) at the end of the annual general meeting at which the new council is elected; or
 - (b) when the member, by notice, in writing, to the strata corporation resigns his office; or
 - (c) when the member ceases to be an owner; or
 - (d) when the member becomes bankrupt; or
 - (e) when the member, being a company, shall become bankrupt or make an assignment for the benefit of creditors or if proceedings have begun to wind up the company, otherwise than for the purpose of amalgamation or reconstruction; or
 - (f) when the member has been removed from office in accordance with the provisions of these bylaws.
- (2) A person whose term as council member is ending is eligible for re-election.

11. Removing a 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) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

12. 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.

13. Officers

- (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the 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.

14. Calling Council Meetings and 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) No person other than a member of the council shall be entitled to attend a meeting of the council unless authorized by a resolution of the council. In the course of a meeting of the council, any person or persons (other than members of the council) may be excluded from such meeting by a resolution of the council.

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

16. Quorum of Council

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

17. Council Meetings

- (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) No person other than a member of the council shall be entitled to attend a meeting of the council unless authorized by a resolution of the council. In the course of a meeting of the council, any person or persons (other than members of the council) may be excluded from such meeting by a resolution of the council.
- (4) Despite subsection 17.3, 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.

18. Voting at Council Meetings

- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.

- (2) 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.

19. Council to Inform Owners of Minutes

- (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.
- (2) Council meeting minutes will be delivered through the Strata Website and no hard copy will be mailed.

20. Delegation of Council's Powers and Duties

- (1) Subject to subsections 20.2 to 20.4 the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
 - (a) set a maximum amount that may be spent, and
- (4) indicate the purposes for which, or the conditions under which, the money may be spent.
- (5) 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
- (6) whether a person should be denied access to a recreational facility.

21. Spending Restrictions

- (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection 21(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.

- (3) Subject to subsection 21(5) below, if a proposed expenditure has not been approved in the budget or at an annual or special general meeting, the strata corporation may only make such expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made pursuant to this subsection 21(1) in the same fiscal year, is less than \$5000.
- (4) If the strata corporation makes an expenditure under subsection 21(3) above, the strata corporation must inform owners as soon as feasible about any expenditure of more than \$5000 on any single item.
- (5) Notwithstanding subsection 21(3) above, the strata corporation can make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

22. Limitation on Liability of Council Member

- (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection 22.1 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

- (1) The strata corporation may fine an owner or tenant a maximum of:

i.	First Infraction	\$ 25.00
ii.	Second Infraction	\$ 50.00
iii.	Third Infraction	\$100.00
iv.	Fourth & Subsequent Infractions	\$200.00

NOTE: Fines of amounts different from these may be levied in the case of contravention of certain bylaws as stated in the bylaws where applicable

- (2) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every seven (7) days.

- (3) Each owner and tenant is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided for in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner or tenant.
- (4) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal 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 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

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

Division 5 – Annual and Special General Meetings

25. Person to Chair Meeting

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

26. 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.

27. Voting

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (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 who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

28. Order of Business

- (1) The order of business at annual and special general meetings is as follows:
 - (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last annual or special general meeting;
 - (g) deal with unfinished business;
 - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
 - (i) ratify any new rules made by the strata corporation under section 125 of the Act;

- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 6 – Voluntary Dispute Resolution

29. Voluntary Dispute Resolution

- (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
 - (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
 - (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Marketing Activities by Owner Developer

30. Display Lot

- (1) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

Division 8 – Miscellaneous Matters

31. General Provisions

- a) For the purposes of these bylaws:
 - i. “Residential Owners” shall mean the owners of strata lots 9-33 inclusive and 36-100 inclusive; and
 - ii. “Commercial Owners” shall mean the owners of strata lots 1-8 inclusive, 34, and 35.
- b) Wherever the singular or masculine is used throughout these bylaws the same shall be construed as meaning the plural or the feminine where the context so requires.
- c) An adult, for the purposes of these bylaws, is a person of eighteen (18) years or older.
- d) The Strata Corporation shall collect and receive all contributions toward the common expenses levied by the strata corporation and paid by the owners and deposit the same with a Chartered Bank or Trust Company, or Credit Union.
- e) The term “balcony”, where used herein, shall be deemed to apply to all balconies, patios, decks, and sidewalks within the common property of the strata plan.
- f) The Commercial Owners shall be entitled to elect one member to the council.
- g) Expenses that are not attributable exclusively to the Commercial Lots or to the Residential Lots shall be borne by the owners of all strata lots in the proportion that the unit entitlement of each such strata lot bears to the aggregate of the unit entitlements of all strata lots.

32. Communication

- a) Communication between owners and council shall be in writing, signed by the owner, and shall be delivered to the council via the Manager with a copy forwarded to the council chairperson.
- b) All owners and tenants are required to provide the Manager with at least one (1), but preferably two (2), emergency contacts (names, addresses, telephone numbers) for use, if required, and in the event that they are absent from the Greater Vancouver area:
 - i. a local contact within the Greater Vancouver area for use in the event of emergencies;
 - ii. a family member or close friend at any location for use, if necessary, in the event of serious accident, illness, injury, etc.
- c) The contact person should be able to reach the owner or tenant in their absence and also hold keys to their vehicle if left parked in the parking garage (or alternatively keys may be left with the Manager).

- d) It is essential that the council and Manager can have meaningful verbal dialogue with all owners or tenants at any reasonable time. It is also incumbent on owners and tenants to be aware of, and to fully understand, the bylaws.
- e) Any owner or tenant who is unable to converse in English to the point that they can properly understand, or that they can be reasonably well understood, shall upon request by the council or Manager, appoint two (2) unrelated local interpreters who can be contacted for assistance on such occasions. Such owners or tenants shall at all times keep the council or its Manager currently informed of the names and telephone numbers of the two (2) interpreters appointed.
- f) The council should be advised of any lot that is alarmed or monitored. Alarms must be silenced within 20 minutes. If lot access cannot be arranged then the strata corporation has the right to enter the lot after 20 minutes and silence, disable, or break the alarm at the cost of the owner.
- g) Within ten (10) days following written application therefore by the owner, the strata corporation shall furnish to the owner a statement setting forth as of its date the amount of any unpaid assessments then due from such owner and the amount outstanding, if any, in the Contingency Reserve Fund and belonging to the strata corporation but contributed by such owner.

33. Electronic Attendance at Meetings

- a) Attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

34. Quorum for Adjourned Meeting

- a) Notwithstanding Section 48(3) of the Act, if at the time appointed for an annual or special general meeting a quorum is not present, the meeting shall stand adjourned for half an hour and, if in half an hour from the appointed meeting time a quorum is still not present, the eligible voters present in person or by proxy shall constitute a quorum. If the meeting was convened upon the requisition of members, under Section 48(3) and a quorum is not present half an hour from the appointed meeting time, the meeting shall be terminated.

35. Small Claims Actions

- a) 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 3/4 vote.

36. Acquisition or Disposition of Personal Property

- a) The strata corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by a 3/4 vote at an annual or special general meeting if the personal property has a market value of more than \$1,000.

37. Use of Strata Lot

- a) No owner shall operate a home-based business within a Residential Lot that would constitute a disturbance to other owners, or increase public, retail, or commercial traffic within the common property or parking areas. Council approval must be obtained in writing and a business license issued by the City of North Vancouver prior to engaging in any home-based business within said lot.
- b) An owner shall not use or permit the use of his Residential Lot other than primarily as a single-family dwelling. The lot may not be occupied as a place of residence by more than the following:
 - i. one (1) bedroom Residential Lot = three (3) persons;
 - ii. two (2) bedroom Residential Lot = four (4) persons.
- c) A Residential Lot, unless vacant, shall be occupied by at least one (1) adult.

38. Hardwood Floors

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

39. Use of Common Areas

- a) Including, but not limited to, the entrances, exits, main lobby, hallways, passages, stairways, parking garages, vestibules, storage locker and bicycle storage rooms, courtyard, and grounds may not be used for the purpose of loitering, meetings, games, playgrounds, parties, nor as smoking, drinking, or eating areas, except in such cases as may be specifically agreed and designated by the council.
- b) No restrictions or hindrances shall be caused to entrances, exits, main lobby, hallways, passages, stairways, parking garages, vestibules, storage locker and bicycle storage rooms, courtyard, grounds, or other parts of the common property.
- c) All owners and tenants are required to obtain their own insurance coverage for their personal contents, liability, and vehicles. The owner shall provide to council upon request a copy of said insurance policy for their personal contents and liability, not including vehicles except as may be defined elsewhere in these bylaws.
- d) Any owner leaving personal property within any common property does so entirely at own risk. The strata corporation is not liable for any damage or loss to any personal property on common property.
- e) Owners are individually responsible for promptly cleaning up any unusual and/or noticeable soiling and/or litter they may cause in any part of the common areas.

- f) No owner shall be permitted to trespass on the part of the property to which another owner is entitled to exclusive occupation.

40. Damage to Property

- a) Owners are responsible for, and shall report immediately to the Manager, any and all damage to common property caused by themselves, family members, tenants, occupants, guests, visitors, servants, employees, agents, trades, customers, pets, and animals of whatever nature.
- b) An owner, tenant, occupier, or visitor must not do, or omit to do, whether deliberately or negligently, any act which would result in costs being incurred by the strata corporation due to a claim being made on the insurance policy of the strata corporation. In the event that loss or damage occurs that gives rise to a valid claim under the strata corporation's insurance policies, where such loss or damage arises as a result of a negligent or deliberate act of an owner, tenant, occupier, or visitor, then such owner or tenant or the owner or tenant who is responsible for the occupier or visitor, shall, as permitted by section 133 of the Act, be responsible for paying to the strata corporation the reasonable costs of the strata corporation remedying the contravention of this bylaw, being an amount equal to the insurance deductible payable by the strata corporation.
- c) Entry to all common property and lots shall be through assigned entry door(s) only. No "cutting through" or climbing over flowerbeds, fences, or the like.
- d) No owner shall do anything on common property and limited common property likely to change the appearance, alter, or damage landscaped flower and planter boxes, plants, bushes, flowers, trees, or lawns.

41. Cleanliness

- a) An owner, tenant or occupant shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage shall be bagged and tied before so depositing and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense.
- b) Litter of any form shall not be dropped or left anywhere on the common property.
- c) An owner shall not allow the area around his premises to become untidy. Garbage, boxes, packing cases, shoes, carpets, or the like shall not be left, thrown, piled or stored in corridors, stairways, or any other parts of the common property the council shall be at liberty to remove and dispose same, clean up the common area, and charge the expense to the owner involved.

COURTESY NOTE: All owners are encouraged to reduce garbage and garbage disposal costs by recycling - "Reduce, Reuse, Recycle". Additional information may be obtained from the North Shore Recycling Program, telephone (604) 984-9730.

- d) Ordinary household refuse shall be disposed of as follows:
- i. Organic Waste:
Garburetors should be used to dispose of organic waste wherever possible. Other kitchen and household waste shall be well-wrapped and sealed in plastic garbage bags, and placed in garbage container(s) provided;
 - ii. Recyclable Waste:
Recycling bins are to be used for non-organic waste according to individual bin instructions;
 - iii. Animal Litter:
Animal litter shall be well-wrapped and sealed in plastic garbage bags to avoid odour, and placed in garbage container(s) provided.
- e) Kitty litter and other similar animal waste products, sanitary napkins, dental floss, or any other non-biodegradable objects shall not be flushed down the toilet or other plumbing system into the common sanitary sewer. Expense to repair damage to common property as a result of such action will be levied against owner.
- f) An owner shall not allow his lot to become unsanitary.

42. Exterior Appearance and Alteration

- a) Owners are individually responsible for maintaining window coverings, inside of all window glass, inside and outside of patio door glass, and the inside of balcony railing glass in a clean and neat condition at all times.
- b) Window and patio door screens shall be maintained in good working and aesthetic order, and promptly repaired, replaced, or removed if necessary, at the sole expense of the owner.

43. Hazards

- a) Live Christmas trees are not permitted due to the inherent risk of fire and potential of damage to lots and common property.
- b) Owners are responsible for any damage done to any lot and/or common property by a waterbed, an appliance, and any other fixture within the lot.
- c) The use of waterbeds within a lot shall be subject to council's prior written approval, which shall be based on the following requirements:
 - i. The owner providing to council a copy of an insurance policy or rider specifically covering any possible damage from water escape from such waterbed, whether to owner's property or to common property, and, as might be required by the council;
 - ii. The use of an outer retaining bag within a sufficiently rigid frame to entrap any water that might escape from the water-filled mattress.

- d) Cycling, rollerblading, and skateboarding on common property are prohibited.
- e) No soliciting permitted within the strata plan.

44. Security and Safety

NOTE 1: Security and safety of the owners and the strata plan cannot be maintained without the full cooperation and observance of the bylaws by all owners and tenants.

NOTE 2: The Calypso is a member of the Block Watch program (Block A100-051) and all owners are encouraged to participate. Please contact the North Vancouver RCMP Block Watch office at (604) 985-7800 for information and the phone number of the current Block Captain(s).

NOTE 3: It is highly recommended that owners re-key or replace deadbolt(s) of lot upon purchase, even if you are initial purchaser from the Developer.

- a) Suspicious activity, vandalism, burglary, theft, trespass, and the like is to be reported to the Police immediately, then promptly to the Manager and Block Watch Captain(s).
- b) Any person observed to be purposely or wilfully bypassing an entry door, exit door, or parking gate for any reason other than an emergency shall be immediately reported to the Police.
- c) Admission to the residential common property and Residential Lots shall not be permitted to any person unless known to the owner. Wait for all entry and exit doors and gates to close fully behind you so as to not allow a stranger to “follow in” behind you.
- d) Owners shall ensure that all common property doors, especially entry, exit, fire, storage, and garage doors, be closed and locked (where required) behind them.
- e) No common property door may be propped open and left unsupervised for any reason.
- f) Owners are responsible for the safe custody of keys, remote transmitters, and entry codes, and must promptly report any loss of and circumstances surrounding such loss to the Manager so access codes and the like may be immediately disabled.
- g) For security and cost-saving reasons replacement and additional transmitters may be purchased by an owner from the Manager only, in which the costs, as set from time-to-time by the council, shall include the necessary modification to the master code list and respective (de)programming of the gates and transmitters:
 - i. Replacement transmitters will be issued on a one-for-one basis for a lost, stolen, or broken unit, upon physical or written evidence of such loss by owner;
 - ii. Additional transmitters, in excess of the one (1) per parking stall allotment allowed for the owner's lot, will be issued only upon written application to and approval by, strata council, noting the reason for the extra transmitter. The number of extra remotes permitted per unit will be limited to 1 extra per strata lot in excess of the basic allotment.

- iii. Payment, in full, shall be collected from owner prior to delivery of replacement/additional transmitters.

45. Common Property - Storage Lockers, Bicycles, Parking

- a) Any owner, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.
- b) An owner, tenant or occupant must not use any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the council.
- c) An owner, tenant or occupant must promptly and at his own expense clean up any oil or other substance that spills or leaks onto the common property.

46. Residential Storage Lockers

- a) All items must be stored within, not on top or beside, assigned locker only.
- b) No hazardous or dangerous item or substance is to be stored in locker, including but not limited to full or empty gasoline containers, paint, cleaning solvents, or batteries.
- c) Any item left in an unassigned storage locker will be removed and disposed of at the sole risk and expense of owner.

47. Bicycles

- a) Bicycles are not permitted in elevators, hallways, or any other common areas unless transporting to/from owner's lot.
- b) No bicycles are to be kept on balconies or patios; instead, they shall be stored within the residential bike storage room, the owner's lot, the owner's designated storage locker or such other area as may be prescribed by the council.
- c) All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only, and for the benefit of those accessible ground-level residential lots facing Fourth Street or the Courtyard, their back door.

48. Parking, Garages, and Vehicles

NOTE: Residential Owner assigned parking spaces are located on parking garage levels P1, P2, and P3, consisting of parking spaces 26 and 28-152. Commercial Owner assigned parking spaces are located on level P2, consisting of parking spaces 1-12. Unassigned visitor parking spaces are located on level P2, consisting of parking spaces 13-25 and 27.

THE CALYPSO, STRATA CORPORATION LMS 2869

- a) An owner, tenant or occupant must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, or motorcycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council.
- b) An owner, tenant, or occupant shall not:
 - i. use any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;
 - ii. carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
 - iii. rent or lease the parking space assigned by the strata corporation to his strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;
 - iv. park any vehicle in a manner which will reduce the width of the garage roadway, neighbour's parking spaces, walkways, ramp or any roadway on the common property or on any limited common property.
- c) Upon entering and exiting the secured parking areas through an electronic gate owners are required to STOP and WAIT until the gate has closed BEFORE leaving the area. If gate is already in motion upon arrival it shall be allowed to close COMPLETELY before activating remote transmitter or using the "man gate" to avoid damaging the equipment.
- d) Speed in excess of 10 kilometres/hour in the parking areas is prohibited for the safety of lives and property.
- e) The use of vehicle horns in the parking area is prohibited except where the horn is required to prevent a collision.
- f) Guest parking is permitted only in designated visitor parking stalls 13-25 and 27 and is for the exclusive use of short-term visitors. Owners, tenants, and employees may not park in visitor parking at any time, for any length of time.
- g) All vehicles found in unallocated stalls shall be towed without warning by order of the council at the expense of the vehicle owner.
- h) Motor vehicles not bearing current license plates or displaying on the windshield a certificate of storage insurance (for a minimum of \$1,000,000 liability) shall be ordered towed away by the council at the owner's expense after warning has been issued.
- i) All parking garage areas are common property and may not be altered or defaced in any manner.
- j) Any vehicle alarms must be silenced within 20 minutes. The strata corporation has the right to tow said vehicle if the alarm is not silenced after 20 minutes to protect the comfort of lot owners.

- k) A space that becomes soiled within three (3) months of a previous offence shall result in the vehicle being towed without further warning by order of the council at the expense of the vehicle owner. The vehicle shall not be allowed in the parking garage until it is repaired.
- l) Cardboard, metal, or drip trays of any type, including sand, kitty litter, and the like are prohibited.
- m) Management Company, strata corporation, or council shall not be responsible for any towing charges. No refunds of towing costs shall be considered for any reason or excuse.

49. Selling of Strata Lots

- a) The selling owner shall ensure that his:
 - i. realtor or agent receives a copy of the complete set of current bylaws prior to the marketing of the lot;
 - ii. purchaser receives a copy of the complete set of current bylaws prior to completion of any sale of the lot.
- b) An owner or realtor may not display or permit to be displayed a "For Sale" sign upon any strata lot or common property where it is visible to the general public.
- c) Realtor "key lock boxes" are not permitted so as to protect the security of the strata corporation.

50. Residential Rental Restrictions (Amended April 30, 2014 AGM)

Subject to the provisions of this bylaw, residential strata lots shall be Owner occupied with the following considerations and exceptions:

- a) At any given time up to 18 (eighteen) residential strata lots may be leased.
- b) At the date of enactment of the bylaw restriction in paragraph (a) all Owners with rental permission shall be protected ("grandfathered") from the limit only under this clause.
- c) A "grandfathered" rental Owner is still counted in the number of approved residential strata lot rentals, even if the maximum number of approved residential strata lot rentals per paragraph (a) has been exceeded. However, their rental permission will be revoked if:
 - i. the Owner moves into the strata lot to take occupancy; or
 - ii. the strata lot is sold by the Owner to a third party; or
 - iii. the Owner fails to enter into a lease of not less than one (1) year of the strata lot within ninety (90) days between Tenants.
 - iv. the Owner fails to enter into a lease of not less than one (1) year of the strata lot within ninety (90) days between Tenants.

- d) At the date of enactment of the bylaw restriction in paragraph (a) all Owners without rental permission shall be protected (“grandfathered”) from the limit only under this clause. A “grandfathered” Owner shall be permitted to rent, even if the maximum number of approved residential strata lot rentals per paragraph (a) has been exceeded, subject to the provisions of these bylaws. Once rental permission is approved a “grandfathered” Owner will be counted in the number of approved residential strata lot rentals, even if the maximum number of approved residential strata lot rentals per paragraph (a) has been exceeded. However, their rental permission will be revoked if:
- i. the Owner moves into the strata lot to take occupancy; or
 - ii. the strata lot is sold by the Owner to a third party; or
 - iii. the Owner fails to enter into a lease of the strata lot of not less than one (1) year within ninety (90) days from acceptance by the Strata Council of such Owner’s application to rent; or
 - iv. the Strata Council will consider each application upon receipt and will respond to each application in writing within one (1) week following the next Strata Council meeting;

The procedure to be followed by the Strata Corporation in administering residential strata lot rental permission will be as follows:

- v. once the rental limit of 18 units has been met the Strata Council will keep a list of Owners (Rental Waiting List) who wish to rent out their strata lot; Owners will be placed on the list on a first come first served basis; Council will advise Owners in priority order as soon as a rental vacancy becomes available and their application can be accepted; within 120 days of acceptance, the Owner must enter into a lease of the strata lot of not less than one (1) year or the acceptance will be automatically revoked, the unit will be removed from the waiting list and the Owner will not be permitted to reapply for rental permission for six (6) months following the date of removal from the Rental Waiting List. The Strata Council will then be entitled to advise the next Owner on the waiting list according to the restrictions of this bylaw.
- vii. within ninety (90) days between Tenants an Owner must enter into a lease of not less than one (1) year of a strata lot, or the rental permission will be automatically revoked and the Strata Council will be entitled to advise the next Owner on the waiting list according to the restrictions of this bylaw;
- viii. prior to a Tenant moving in the Owner must set forth in writing to the Strata Corporation the name, current address, and telephone numbers of each person who will occupy the strata lot during all or any portion of the term of the lease, and the commencement date, term, and renewal provisions of the lease. It must be accompanied by an executed “Notice of Tenant’s Responsibility” (Form K) under the Strata Property Act of B.C. or any such other form as may from time to time be prescribed by the said Act;
- ix. prior to a Tenant moving in the Owner must provide the Tenant with a current copy of the Bylaw Set (and any revisions which may be amended thereto from time-to-time) as it is incumbent on Tenants to be fully aware of, understand, and observe the bylaws;

COURTESY NOTE: All Owners, Tenants, Occupants, and Visitors are governed by the Bylaws established for Strata Corporation LMS2869 (Calypso), including the Schedule of Standard Bylaws of the Strata Property Act, the Supplementary Bylaws adopted by the Owners, & the Restrictive Covenant of Schedule "H" per the Disclosure Statement (November 16, 1996).

- e) notwithstanding any other provisions of this bylaw, an Owner may otherwise continue to lease his or her strata lot until:
- i. the date such Owner moves into the strata lot to take occupancy, at which time the rental permission will be automatically revoked and the Strata Council will be entitled to advise the next Owner on the waiting list according to the restrictions of this bylaw; or
 - ii. the date the strata lot is sold by the Owner to a third party, at which time the rental permission will be automatically revoked and the Strata Council will be entitled to advise the next Owner on the waiting list according to the restrictions of this bylaw.
- f) notwithstanding paragraph (a), where cases of physical or financial hardship of a personal nature arise, the Owner may make a written request to the Strata Council for permission to rent a strata lot for a limited period of time, and where the Strata Council has been provided with evidence that hardship will result if limited rental approval is not given, the Strata Council shall not unreasonably withhold permission for limited rental.
- g) notwithstanding paragraph (a), this bylaw does not apply to prevent the rental of a strata lot to a member of the "family" of the Owner, meaning:
- vii. the spouse of the Owner,
 - viii. a parent or child of the Owner, or
 - ix. a parent or child of the spouse of the Owner,
- where "spouse of the Owner" includes an individual who has lived and cohabitated with the Owner for a period of at least two (2) years at the relevant time, in a marriage-like relationship, including a marriage-like relationship between persons of the same gender.
- h) Should a Tenant vacate a strata lot before the minimum one (1) year tenancy requirement is fulfilled then the following fine structure, levied against the offending strata lot Owner, will apply:
- i. 1st offence , \$100 fine
 - ii. 2nd offence, \$250 fine
 - iii. 3rd offence, \$300 fine
 - iv. 4th offence, \$400 fine
 - v. 5th and subsequent offences, \$500 fine

THE CALYPSO, STRATA CORPORATION LMS 2869

- i) Should an Owner have three (3) or more Tenancies within a one (1) year time period then a five hundred dollar (\$500.00) fine will be levied against the offending strata lot Owner.
- j) Should an Owner fail to provide the Strata Corporation with the required Tenant information as set forth in paragraph (c)(viii) then the following fine structure, levied against the offending strata lot Owner, will apply:
 - i. prior to the Tenant moving in an immediate \$50 fine on move-in, and
 - ii. end of Tenant's 1st month of occupancy an additional \$100 fine, and
 - iii. end of Tenant's 2nd month of occupancy an additional \$200 fine, and
 - iv. end of Tenant's 3rd month of occupancy an additional \$300 fine, and
 - v. end of Tenant's 4th month of occupancy an additional \$400 fine, and
 - vi. end of Tenant's 5th month and each subsequent month of occupancy an additional \$500 fine per month.
- k) Should any Owner lease his or her strata lot without permission of the Strata Corporation or let any person or persons occupy his strata lot on a continuing basis in contravention of the limitations of this bylaw, the Strata Corporation shall, save and except for paragraphs (g) and (h):
 - vii. levy a fine of \$250 per week on any Owner in violation of this bylaw for the first ninety (90) days that the strata lot is leased/rented/occupied in contravention of the provisions of this bylaw; and
 - viii. levy a fine of \$500 per week on any Owner who continues in violation of this bylaw beyond ninety (90) days that the strata lot is leased/rented/occupied in contravention of the provisions of this bylaw; and
 - ix. seek a declaration of any court of competent jurisdiction to prevent the continued leasing/renting/occupation of such strata lot.
- l) Where a Tenant contravenes the Strata Property Act or the bylaws prescribed by the Strata Corporation, the Strata Corporation may terminate the Tenancy pursuant to the Residential Tenancy Act and the Strata Property Act as applicable.
- m) For the purposes of this bylaw the Strata Corporation has all the rights and is deemed the agent of the Owner and the Strata Council may exercise those rights on behalf of the Strata Corporation.
- n) Should any portion of this bylaw be deemed unenforceable by a court of competent jurisdiction then for the purpose of interpretation and enforcement of this bylaw, each subparagraph hereof shall be deemed a separate provision and severable, and the balance of the provision continued herein shall remain in full force and effect.

51. Move In / Move Out for Residential Lots (Adopted April 6, 2005 AGM)

- a) A move-in fee of one hundred and fifty dollars (\$150.00) shall be levied on and collected from an Owner prior to any strata lot move-in to protect and offset the costs incurred by the Strata Corporation for the installation and removal of elevator protective pads (if required), additional but necessary administrative paperwork, plus the increased building wear-and-tear and building maintenance expenses. This fee is not charged for a move-out, but all other provisions of these bylaws still apply.
- b) All common areas must be left clean and damage-free: pick up all garbage, vacuum, and sweep common property as required. Where damage or cleaning costs are incurred by the Strata Corporation as a result of a move-in or move-out the costs required to repair the damage or clean common property shall be levied against the Owner.
- c) An appointment for a moving time, whether for a move-in or move-out, must be made at least seven (7) days in advance with the Property Manager to coordinate the move, complete the necessary administrative paperwork, pick up and return of access keys and elevator key (if required), installation and removal of elevator protective pads (if required), and the like. The Property Manager shall provide full instructions for the operation of the move, including specifics of the acceptable moving vehicle loading/unloading location(s) and building access route(s).
- d) The lot Owner or their Agent must be in attendance during each move to and from the lot to ensure that building regulations and security are being maintained.
- e) No common property door or gate may be left unsupervised/unattended while propped open.
- f) For the comfort, enjoyment, and security of other residents and the strata plan moves are not allowed during "Quiet Time" as defined in Bylaw 3(5) (a).
- g) Building access, whether for a move-in or move-out, must:
 - i. not be via the Lonsdale Street entry, main lobby entry, stairwells, parking garage levels P2 or P3, or any other building entry/exit except as noted in paragraphs (g)(ii), (g)(iii), and (g)(iv);
 - ii. access the elevator for 1st floor through 4th floor units via the parking garage P1 level only;
 - iii. access the C1 through C14 courtyard units via the parking garage P1 level or Third Street entry only;
 - iv. access the ground-level 4th Street units via parking garage P1 level or their own individual back door onto 4th Street only;
 - v. not park their moving vehicle adjacent to the building in the north-south alleyway between 3rd and 4th Streets;
 - vi. Moving vehicles are to park only:

1. in the east-west alleyway opposite the parking garage P1 entry (at the "T junction" of the north-south alleyway between 3rd and 4th Streets), not in the north-south alleyway, for access to/from the parking garage P1 level and elevator; or
2. on 4th Street for access to/from the back doors of the ground-level 4th Street units; or
3. on Third Street for access to/from the C1 through C14 courtyard units.

COURTESY NOTE: Mind and observe any municipal parking restrictions which may be in effect on public roadways, and obtain extended parking permission from the City of North Vancouver where necessary.

- h) A two hundred dollar (\$200.00) fine will be assessed to an Owner should:
- i. an appointment for a moving time, whether for a move-in or move-out, not be made at least seven (7) days in advance with the Property Manager per paragraph (c);
 - ii. an Owner or their Agent not be in attendance during a move-in or move-out per paragraph (d);
 - iii. the building security procedures not be followed during a move-in or move-out per paragraph (e);
 - iv. a move-in or move-out occur during "Quiet Time" per paragraph (f);
 - v. the building access procedures not be followed during a move-in or move-out per paragraph (g);
- i) The council reserves the right to deny or terminate access to the building, movement through the building, and/or use of the elevator for moving or other transit purposes to any Owner, Tenant, Guest, or contractor who is known to disregard or demonstrates a disregard of regulations or requests intended to preserve the building or property against unnecessary damage, disturbance, or inconvenience to residents.
- j) Owners, Tenants, Guests, and their contractors shall be fully liable for any claims relating to their transit to/from/through the building and/or their work within the building. The Strata Corporation shall have no liability in such instances.

52. Amenity Room

NOTE: The strata plan restricts the use of the Amenity Room as common property to Residential Owners only.

- a) The Amenity Room is for the use of Residential Owners and their use shall be governed by the provisions in the bylaws relating, but not limited, to the use of common property, security and safety, cleanliness, disturbance of others, and by any other rules as prescribed by the council from time to time.
- b) An owner with overdue Maintenance Fees shall not be entitled to the use and enjoyment of the Amenity Room.

- c) An exclusive use reservation must be made by a Residential Owner at least one (1) day in advance with the Manager or assigned Amenity Room scheduling person(s) to coordinate the Amenity Room and common property pre- and post- inspections, pick up and return of Amenity Room keys, and the like.
- d) Recurring bookings are prohibited.
- e) A refundable deposit of one hundred and fifty dollars (\$150.00), or more as amended periodically by council, shall be deposited and collected from a Residential Owner at time of reservation to protect and offset the costs to the strata corporation that may be incurred for damage or cleaning to Amenity Room and common property.
- f) Where the Amenity Room or surrounding common property is not cleaned by the Residential Owner by noon of the following day, or the key is not returned by the appointed return time, or the strata corporation incurs damage or cleaning costs as a result of Amenity Room usage, the full deposit shall immediately become non-refundable.
- g) Any additional costs required repairing any damage or cleaning the Amenity Room or surrounding common property over and above said one hundred and fifty dollars (\$150.00) deposit shall be levied against the Residential Owner.
- h) The Residential Owner must be in attendance for the duration of the Amenity Room usage to ensure that equipment is protected, and that all bylaws are being enforced.
- i) It shall be noted for clarity that the Residential Owner, their visitors, and guests, while using the Amenity Room shall:
 - i. not make undue noise or to do anything that is a nuisance or interferes unreasonably with the comfort of any other owner at any time;
 - ii. not loiter in the access hallway, parking area, courtyard, courtyard entrance stairs, or in any other common areas;
 - iii. not smoke in the Amenity Room, access hallway, parking area, courtyard, courtyard entrance stairs, or any other common areas;
 - iv. keep all entry and exit doors closed at all times to the Amenity Room, access hallway, parking area, courtyard entrances, and all other common areas;
 - v. not litter or damage the Amenity Room, access hallway, parking area, courtyard, flowerbeds, or any other common areas;
 - vi. not permit any pet or animal in the Amenity Room.

- j) While the Amenity Room is in use, upon verbal or written complaint by another owner to the Manager or a council member of any bylaw violation, and said violation is personally confirmed by the Manager or council member, the Manager or council member may, at his discretion, verbally provide an opportunity to the person(s) responsible for the bylaw violation to correct same, or immediately terminate the exclusive use reservation.
- k) Decorations are allowed to be used provided that all portions of the common property are left without marks, holes, tape, and any other damage. Use “safe” removable tape only to attach decorations.

53. Signage

- a) “Calypso Community” Notice Boards above the two (2) Residential Owner mailboxes shall:
 - i. be for informal notices from the strata corporation, council, Manager, and the like;
 - ii. be for the personal, non-commercial use of Residential Owners;
 - iii. be used only in a neat and tidy manner;
 - iv. be dated, limited to non-repeated postings of one (1) week duration, and removed promptly thereafter;
 - v. be self-monitoring, unless council deems necessary otherwise;
 - vi. be restricted to the area within the boundaries of the Notice Boards.
- b) Commercial Lots shall turn off all lighted signs and awnings after-hours for the benefit of Residential Owners living above.

54. Commercial Lot Use Restrictions

- a) Owners and tenants will not engage in any use of the Commercial Lots unless the following conditions are satisfied:
- b) the owner first obtains a building permit from the City of North Vancouver for the improvements to be made to the interior of the Commercial Lot and complies with all requirements of that building permit; and
- c) the owner's improvements to the Commercial Lot do 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 Commercial Lot; and
- d) any awning affixed to the Commercial Lot must conform to the following specifications:
 - i. size as provided initially by the developer of the property;
 - ii. colour (forest green) as provided initially by the developer of the property;

- iii. material shall be as follows:
 - 1. top and ends - opaque synthetic canvas;
 - 2. soffit - breathable vinyl coated polyester fabric;
 - 3. sign face - acrylic PVC blended fabric.

55. A Commercial Lot may not be used for a commercial use which relates primarily to the following:

- a) a movie theatre facility;
- b) a bar, pub or lounge facility;
- c) a pet store;
- d) an arcade or video game facility;
- e) a billiard hall;
- f) an auction facility;
- g) the sale or rental of war surplus goods;
- h) the sale or rental of insurance salvage goods;
- i) the sale or rental of fire sale or damaged merchandise;
- j) the sale or rental of any merchandise which is restricted to "adult only" materials;
- k) a printing shop;

56. Commercial Lot Restrictions on Signage

- a) An owner or tenant of a Commercial Lot will only install its permanent signage within the fascia of the awning provided initially by the developer at the front of the Commercial Lots and will not permit signage within or adjacent to the Commercial Lots which:
 - b) consists of lighted signs which blink on and off;
 - c) consists of lighted signs which utilize a strobe light effect.

57. Commercial Lot General Restrictions and Covenants

- a) The owners and tenants of the Commercial Lots:

- b) will not engage in the sale or display of merchandise on the sidewalk area adjacent to the Commercial Lots, other than within any sidewalk area which is within the common property of the Strata Plan or the limited common property of that particular Commercial Lot, provided such use is permitted by the City of North Vancouver;
- c) agree that any garbage and refuse will 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 property and common property shall be clean and clear at all times;
- d) will not engage in any activity which creates or is likely to create any noxious or offensive odours and any excessive noise which could, in the reasonable opinion of the council, interfere with the use and enjoyment of the Residential Lots.

58. Commercial Lot Hours of Operation

- a) The owners and tenants of each of the Commercial Lots will be prohibited from hours of operation which extend beyond the following:
 - i. opening before 7:00 a.m. each day
 - ii. closing after 12:00 midnight each day

59. Types of Strata Lots

- a) Strata lots 1 to 8 inclusive and strata lots 34 and 35 (i.e. being the “Commercial Lots”) shall be considered one type of strata lot and the remaining strata lots (i.e. being the “Residential Lots”) shall be considered a different type of strata lot for the purpose of allocating expenses which relate to and benefit only one of these type of strata lots. If a contribution to the operating fund relates to and benefits only one of these types of strata lots, such contribution is to be shared only by the owners of strata lots of that type and each strata lot’s share of that contribution is to be calculated in accordance with the formula which has its numerator the unit entitlement of the strata lot within that type and its denominator the total unit entitlement of all strata lots within that type.

60. Severability

- a) The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any bylaw does not affect the validity of the remaining bylaws, which shall continue in full force and effect as if such invalid portion had not been included herein.

COURTESY NOTE: Per the Disclosure Statement (November 15, 1996) as filed by the Developer and duly registered at the Land Registry Office, New Westminster, British Columbia.

Schedule "H"

Restrictive Covenant

Terms of Instrument – Part 2

BETWEEN: REDEKOP PROPERTIES (LONSDALE) INC. of
3360-650 West Georgia Street, Vancouver British Columbia, V6B 4N7
(hereinafter called the "Grantor")

OF THE FIRST PART

AND: REDEKOP PROPERTIES (LONSDALE) INC. of
3360-650 West Georgia Street, Vancouver British Columbia, V6B 4N7
(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS:

A. Following the registration of Strata Plan [LMS 2869] in the Vancouver Land Title Office, the Grantor is the registered owner of, inter alia, the following strata lots within Strata Plan [LMS 2869]:

Strata Lots 1-8 inclusive, 34 and 35

(the "Commercial Strata Lots");

B. The Commercial Strata Lots are zoned to permit their use for a variety of commercial purposes;

C. Following registration of Strata Plan [LMS 2869] in the Vancouver Land Title Office, the Grantee is also the registered owner of the following Strata Lots within Strata Plan [LMS 2869]:

Strata Lots 9-33 inclusive, and 36-100 inclusive
(the "Residential Strata Lots");

D. The Grantee is concerned that the use to be made by the owners of the Commercial Strata Lots from time to time does not interfere with the use and enjoyment of the Residential Strata Lots;

E. The Grantor has agreed to restrict the use to be made of the Commercial Strata Lots for the benefit of the owners of the Residential Strata Lots from time to time;

F. This Restrictive Covenant will burden the Commercial Strata Lots for the benefit of the Residential Strata Lots.

NOW THEREFORE in consideration of the sum of \$10.00 now paid by the Grantee to the Grantor and the covenants and agreements herein contained, the Grantor and the Grantee agree as follows:

RESTRICTIONS ON USE

1. The Grantor covenants and agrees with the Grantee that it will not engage in any use of the Commercial Strata Lots unless the following conditions are satisfied:
 - a) the Grantor first obtains a building permit from the City of North Vancouver for the improvements to be made to the interior of the Commercial Strata Lot and complies with all requirements of that building permit; and
 - b) the Grantor's improvements to the Commercial Strata Lot do 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 Commercial Strata Lot; and
 - c) any awning affixed to the Commercial Strata Lot must conform to the following specifications:
 - i. size as provided initially by the developer of the property;
 - ii. colour (forest green) as provided initially by the developer of the property;
 - iii. material shall be as follows:
 - A. top and ends - opaque synthetic canvas;
 - B. soffit - breathable vinyl coated polyester fabric;
 - C. sign face - acrylic PVC blended fabric.
2. The Grantor further covenants and agrees with the Grantee that it will not engage in any use of the Commercial Strata Lots for a commercial use which relates primarily to the following:
 - a) a movie theatre facility;
 - b) a bar, pub or lounge facility;
 - c) a pet store;
 - d) an arcade or video game facility;
 - e) a billiard hall;
 - f) an auction facility;
 - g) the sale or rental of war surplus goods;
 - h) the sale or rental of insurance salvage goods;

- i) the sale or rental of fire sale or damaged merchandise;
- j) the sale or rental of any merchandise which is restricted to “adult only” materials;
- k) a printing shop;

RESTRICTIONS ON SIGNAGE

- 3. The Grantor further covenants and agrees with the Grantee that it will only install its permanent signage within the fascia of the awning provided initially by the developer at the front of the Commercial Strata Lots and will not permit signage within or adjacent to the Commercial Strata Lots which:
 - a) consists of lighted signs which blink on and off
 - b) consists of lighted signs which utilize a strobe light effect.

OTHER RESTRICTIONS AND COVENANTS

- 4. The Grantor further covenants and agrees with the Grantee that the following additional restrictions apply to the use of the Commercial Strata Lots:
 - a) the Grantor will not engage in the sale or display of merchandise on the sidewalk area adjacent to the Commercial Strata Lots, other than within any sidewalk area which is within the common property of Strata Plan [LMS 2869] or the limited common property of that particular Commercial Strata Lot, provided such use is permitted by the City of North Vancouver;
 - b) any garbage and refuse will 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 property and common property shall be clean and clear at all times;
 - c) the Grantor will not engage in any activity which creates or is likely to create any noxious or offensive odours and any excessive noise which could, in the reasonable opinion of the Grantee, interfere with the use and enjoyment of the Residential Strata Lots.

AMENDMENTS

- 5. No amendments to this Restrictive Covenant will be valid and enforceable unless approved in writing by a unanimous resolution of the owners of the Residential Strata Lots and a unanimous resolution of the owners of the Commercial Strata Lots, as certified by the president of the Strata Council of Strata Plan LMS 2869.

STRATA BYLAWS

- 6. The Grantor and the Grantee acknowledge that the bylaws for the Strata Corporation will be amended to provide that one representative of the owners of the Commercial Strata Lots will be given a seat on the Strata Council at all times and that a separate “commercial section” and “residential section” will be created pursuant to section 51(5) of the Condominium Act to deal with issues relating exclusively to the owners of the Commercial Strata Lots and the owners of the Residential Strata Lots respectively.

REGISTRATION

This Restrictive Covenant will be registered in the Vancouver Land Title Office and will run with the land and burden the Commercial Strata Lots as servient tenement for the benefit of the Residential Strata Lots as dominant tenement, and the owners thereof from time to time.