

CITYGATE 1 – LMS195 BYLAWS

BYLAW #1 – INTERPRETATION

- 1.1 In these Bylaws, except as otherwise expressly provided or as the context otherwise requires, the Strata Property Act and Regulations thereto, as well as the Standard Bylaws provided by Section 120 of the Act, apply, provided that where they conflict with these bylaws, these bylaws take precedence, except where these bylaws are rendered unlawful by the Act or Regulations, in which case the Act or Regulations take precedence;
- 1.2 Except as otherwise provided, the definitions in the Strata Property Act and Regulations thereto apply to these bylaws;
- 1.3
- (a) “building” includes all built up areas owned by the strata corporation, including but without limitation thereto, common property and limited common property, but excludes Strata Lots;
 - (b) “Bylaws” refers to these bylaws;
 - (c) “lands” refers to the areas owned by the strata corporation, which are not part of the building;
 - (d) “occupier” includes all persons, including owners, tenants and guests, who are lawfully located on or in the lands and buildings from time to time;
 - (e) “resident” does not include guest(s);
 - (f) “Standard Bylaws” refers to the Standard Bylaws in the Schedule of Standard Bylaws in the Strata Property Act;
 - (g) “Rules” refer to the Rules prescribed by the council;
 - (h) For purposes of the Standard Bylaws, doors, windows and skylights include the casings, the frames and the sills of such doors, windows and skylights.

BYLAW #2 - ANNUAL GENERAL MEETING & SPECIAL GENERAL MEETING QUORUM

2.1 One third of the persons entitled to vote, present and in person, or by proxy, constitutes a quorum. If within half-hour from the time appointed for a general meeting a quorum is not present, the persons present in person or by proxy and entitled to vote will constitute a quorum.

2.2 The chairperson of the council is authorized to exercise the voting right for strata lot 1 (Resident Manager's apartment 201) at all general meetings.

2.3 An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

BYLAW #3 - USE OF THE STRATA LOT

3.1 No owner shall at any time use his strata lot or permit it to be used for any purpose other than full-time residential accommodation for the owner, member of the owner's immediate family and/or bona fide full-time tenants of the owner. In particular and without limiting the generality of this bylaw, no owner shall use his strata lot or permit it to be used as accommodation for employees or contractors of the owner or other persons who do not occupy the strata lot on a full-time basis for a period of at least one (1) continuous calendar month.

3.2 Notwithstanding the preceding paragraph, a person who occupies a strata lot on a full time basis in compliance with the preceding paragraph will be entitled to have lawful guests stay at such a strata lot from time to time, provided that such guests are not employees or contractors of the owner of the strata lot.

3.3 An owner whose strata lot is used for any purpose contrary to this bylaw will be liable for a fine of \$200.00 for each week or part thereof that such use occurs, payable forthwith upon demand from the strata corporation, subject only to Regulation 7.1(3) of the Strata Property Act Regulations. Any and all such fines imposed upon an owner shall be considered for all purposes to be added to and part of the owner's share of the common expenses, and in respect of any and all such fines the strata corporation shall have all remedies available to it for the collection thereof as it has for the collection of common expense assessments in arrears, pursuant to Part 6, Division 6 of the Strata Property Act (British Columbia), with the exception only of the right to file a certificate against the title to the strata lot.

3.4 No owner shall do anything or permit anything to be done that is contrary to any of the provisions, regulations, rules or ordinances of any statute or municipal bylaw.

3.5 Each and every owner shall make his own agreement with and pay separately telephone, electricity and cablevision services.

3.6 Townhouse occupiers shall maintain the garden areas on the balconies that adjoin their strata lot by watering all the plants and shrubs not serviced by the in-ground sprinkler system. If an occupier is absent from his strata lot for any length of time, such occupier will arrange for the maintenance of his garden, patio, and balcony areas during his absence.

3.7 An owner is responsible for the repair and maintenance of the dryer ducts connected to his strata lot, which is allocated to his exclusive use.

BYLAW #4 - DISTURBANCE OF OTHERS

4.1 An owner shall not permit any occupier of his strata lot or any guest to make undue noise in or about any strata lot or common property, or do anything which interferes unreasonably with any resident.

4.2 No instrument or other device shall be used within a strata lot which, in the opinion of the council, causes a disturbance or interferes with the comfort of other owners/occupiers.

4.3 Sound reproduction shall be restricted so as not to disturb other owners/occupiers. If the sound or noise can be heard outside any strata lot, it shall be deemed as being too loud.

4.4 Bicycles, tricycles and any other such vehicles, are not to be taken into the building or through common areas within the building or stored on balconies, or other areas of common property or limited common property, except for designated storage areas.

4.5 The sidewalks, walkways, passages and driveways of the common property shall not be obstructed or used for any purpose other than ingress or egress from the strata lots and parking areas within the common property.

4.6 No mops, dusters or cloths of any kind shall be shaken from, and no refuse or water shall be thrown out of, windows or doors or from the balcony of a strata lot.

4.7 No soliciting shall be permitted on the lands or in the building, under any circumstance.

4.8 Occupiers are permitted the use of electric or propane barbecues on balconies/patios only. These must be used with common sense and good neighbourly consideration. Safety plugs must be in place when transporting propane tanks. Written complaints will be dealt with by council on an individual basis toward a satisfactory resolution.

4.9 No skateboards, inline skates or blades, roller-skates or similar devices are to be worn or used in or through common areas of the building.

BYLAW #5 - HAZARDS

5.1 No occupier shall do anything or permit anything to be done that will increase the risk of fire or the rate of fire insurance of the building or any part thereof.

5.2 Each occupier shall endeavor to avoid damaging the plumbing, electrical, security, elevating, mechanical or other systems of the building, and any damage to any of these systems caused by the wrongful act(s) or neglect of any owner/occupier or guest shall be repaired at the expense of such owner/occupier. No owner/occupier shall permit a condition to exist within his strata lot, which will result in wasting or excessive consumption of domestic hot water supply or natural gas.

5.3 In the event of an emergency emanating from a strata lot whose occupier cannot be contacted, access for protection of common property or safety may be gained by force or by locksmith at the occupier's expense.

5.4 All live Christmas trees are prohibited in the building. Outdoor Christmas lights are permitted, but not before December 1 and not after February 28.

5.5 Smoking is not permitted in any of the indoor common areas; lobby, elevators, corridors, stairwells, pool/exercise room, games room and underground parking areas.

5.6 Owners/occupiers are responsible for any damage caused by a waterbed, an appliance or other fixtures within the unit.

5.7 No combustible, flammable or offensive material shall be stored in any strata lot or in any storage area.

5.8 The strata corporation will not be held responsible for any actions, claims, demands, liabilities, loss, damage, injury or expense of any kind, including legal fees, which may result for any reason from use of common property, facilities and equipment, and limited common property.

BYLAWS #6 - CLEANLINESS

6.1 No spitting, or nasal or other bodily discharge is permitted in common areas.

6.2 An occupier shall not allow his strata lot to become unsanitary.

6.3 Ordinary household refuse and garbage shall be removed from each strata lot and deposited in chutes provided for that purpose; all garbage shall be bagged and tied before depositing in the chute; any material

other than ordinary household refuse and garbage shall be removed from the strata property at the expense of or by the individual owner.

6.4 All cardboard boxes must be collapsed, and all bottles and over-sized garbage must be taken to the lobby level and placed in the proper dumpster in the garbage room for disposal.

6.5 An occupier shall not allow his strata lot and/or parking stalls to become dirty and if so deemed by the council, the council will take the necessary steps to render the lot clean at the owner's sole expense.

BYLAW #7 - EXTERIOR APPEARANCE AND ALTERATIONS

7.1 No occupier shall install window coverings, which are visible from the exterior of a strata lot, which will detract from the conformity of the building.

7.2 No laundry, washing, clothing, bedding or other articles shall be hung or displayed from the window, balconies or other parts of the building so that they are visible from the outside of the building.

7.3 No shades, awnings, window or balcony guards or screens, ventilators, supplementary heating, or air conditioning devices shall be used or installed in or about the strata plan except those installations as approved in writing by council.

7.4 No television or radio antenna or similar device/equipment shall be fastened to any common or limited common property.

7.5 Except as specifically permitted by law, no signs, billboards, notices or other advertising matter of any kind shall be placed on any part of a unit without the prior written consent of the council.

7.6 No structural alterations to the interior of any strata lot, no plumbing or electrical work within any bearing or party wall, if any, and no alteration to common property, including limited common property, shall be made without the prior written consent of the council. 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 future maintenance and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

7.7 An occupier shall not do any act or permit any act to be done, or alter or permit to be altered his strata lot in any manner which, in the opinion of the council, will alter the exterior appearance of the building.

7.8 Only items commonly accepted as outdoor or patio furniture shall be placed on the balconies.

7.9 No hard flooring may be installed in any strata lot without prior written approval from the council, provided that no type of hard flooring including, but not limited to, hardwood, parquet wood floor, or laminate flooring, may be installed without using 6 mm cork as a sound proofing insulation layer. Ceramic tile, natural stone and marble, must be installed using the most up-to-date sound proofing insulation layer in accordance with manufacturers' recommendations, providing maximum sound absorption for concrete high-rise buildings for that particular type of flooring product.

7.10 Council may from time to time add/change common area radio antenna or similar device/equipment to accommodate changes in technology for improved/enhanced service to the occupiers of Citygate 1.

7.11 Rules for Alteration/renovation of strata lot

1. Any Owner, who requests renovations, must do so to the Strata Council in writing with a description of the project, the name of the contractor and the length of time the project is estimated to take.
2. An owner must give the Resident Manager at least two working days prior notice of the scheduled arrival of a tradesperson or delivery of materials requiring the trade's elevator to be padded and locked out.
3. All renovations relating to electrical, gas or plumbing must be performed by a licensed and bonded company or sole proprietor.
4. If work falls behind schedule, you must notify the Resident Manager and Council in writing providing details of why there is a delay.
5. Owners are to advise all contractors to clean up all common areas at the end of each day as this is not the responsibility of the Resident Manager.
6. An owner must ensure that the hours of work are restricted to 9:00 a.m. to 5:00 p.m., Monday through Saturday.
7. An owner in contravention of any of the rules may be subject to a fine of \$50.00 for each contravention, as well as be responsible for any clean up or repair costs that result from damage to the common area property.

BYLAW #8 - VEHICLES AND PARKING

8.1 An occupier shall use the parking space(s) which has/have been specifically assigned to his/her strata lot, save and except for the use of parking arrangements with other Owners/residents for the use of parking spaces assigned to such other occupiers. Assigned parking spaces are for the exclusive use of persons residing at 1182 and 1188 Quebec Street. Parking spaces assigned to a strata lot may not be rented to or otherwise used by non-resident persons. This does not preclude bona fide guests as identified in bylaw 3.2 from using the space. Owners/residents can have no more than one (1) vehicle parked in each of his/her assigned parking spaces without the prior written approval of the strata council. In addition to one (1) vehicle, no more than one (1) motorcycle, moped, etc. can be parked in each assigned parking space without the prior written approval of the strata council. Refer to Bylaw 8.6. Any contravention to this bylaw may result in the Unit owner being fined up to \$100.00 or the vehicle(s) in question being towed at the vehicle owner's expense.

8.2 Occupiers' motor vehicles shall be parked on limited common property in designated and assigned parking spaces only; no motor homes, trailers, boats or equipment of any kind shall be parked on any common property without the prior written approval of the council.

8.3 No major repairs or adjustments to motor or other vehicles shall be carried out on common property where likelihood of gas, oil or grease could cause inconvenience to others and/or damage to property.

8.4 Guest parking shall be on a first come, first served basis. The visitor parking stalls are for the use of individuals who are socially visiting a resident of Citygate 1 or by trade's people who are providing a specific service to Citygate 1 or to a resident of Citygate 1. See Bylaw 8.9 referring to resident's use of the guest parking area. Any other use contravenes this bylaw.

8.5.1 Guest vehicles are allowed to park in the visitor parking area at any time of the day or night up to 3 days over a 6-day rolling period. If the 3-day limit is to be exceeded, the owner/resident who is being visited by this guest must advise the Resident Manager in writing. The written advice to the Resident Manager must include a description of the vehicle (color, make and model), the vehicle's license plate number and the duration of the visit, including the last date the vehicle will be in the visitor parking area. All guest vehicles using the visitor parking area must display on the vehicle's dash and in full view, a valid, current year parking pass issued by the strata council to the owner/resident being visited. A maximum of 60 minutes without a visitor parking pass is allowed. Any contravention to this bylaw may result in the Unit owner being fined up to \$100.00 or the vehicle in question being towed at the vehicle owner's expense.

8.5.2 If a guest's vehicle is to be parked in the visitor parking area at any time of the day or night on 14 or more days over a 60-day rolling period, other arrangements must be made. The owner/resident who is being visited by this guest must contact the Resident Manager and arrange to rent a parking stall for the guest's vehicle. The written request to the Resident Manager must include a description of the vehicle (color, make and model), the vehicle's license plate number and the duration of the visit if this is known. Parking stalls will be rented out on a monthly basis to the owner/resident for the guest's vehicle for a price established by the strata council. If a strata stall is not available for rent in the secured/resident parking areas, the guest's vehicle will be allowed to park in the visitor's parking area, for a price established by the strata council. A special pass, provided by the Resident Manager, must be displayed on the vehicle's dash and in full view at all times when parked in the visitor's parking area. Any contravention to this bylaw may result in the Unit owner being fined up to \$100.00 or the vehicle in question being towed at the vehicle owner's expense.

8.5.3 Trades people's vehicles are allowed to park in the visitor parking area between 8:00 a.m. and 6:00 p.m. up to 3 days over a 6-day rolling period. If the 3-day limit is to be exceeded, the owner/resident who is having work done on his/her unit, must advise the Resident Manager in writing. The written advice to the Resident Manager must include a description of the vehicle (color, make and model), the vehicle's license plate number and the duration of the work being done, including the last date the vehicle will be parked in the visitor parking area. All trades people vehicles using the visitor parking area must display on the vehicle's dash and in full view, a valid, current year parking pass issued by the strata council to the owner/resident who is having the work done on his/her unit. A maximum of 60 minutes without a visitor parking pass is allowed. Any contravention to this bylaw may result in the Unit owner being fined up to \$100.00 or the vehicle in question being towed at the vehicle owner's expense.

8.6 No vehicle shall park in a manner, which will reduce the width of the garage roadway, neighbours parking spaces and walkways.

8.7 All vehicles found in unallocated spaces will be removed at the vehicle owner's expense.

8.8 Cars shall be washed only in such a manner as will not cause nuisance or annoyance to other owners. Car washing area only on lobby level, beside garbage door. Move-ins take priority over car wash in the loading zone at all times.

8.9 Guest parking spaces may be used by residents on a short-term basis (maximum 60 minutes). Vehicles belonging to residents which contravene this bylaw, whether or not displaying a valid visitor parking permit may be fined or the vehicle in question may be towed at the vehicle owner's expense. The fine of up to \$100.00 will be assessed to the Unit owner.

8.10 Oil leaks and exhaust pollution stains in parking stalls are the responsibility of the strata lot owner and the affected stall(s) must be cleaned by the strata lot owner and the strata lot owner must ensure that the offending vehicle is removed and not returned to the parking stall(s) until it has been repaired. If after ten (10) days' notice, the vehicle has not been repaired and the stall(s) cleaned, the strata lot owner will be subject to a fine and the vehicle will be towed at the vehicle owner's expense. The strata corporation will have the stall(s) cleaned at the strata lot owner's expense and the owner may be fined up to \$100.00.

8.11 Parking stalls are not to be used for storage of any kind, unless approved by council. Any contravention to this bylaw may result in the Unit owner being fined up to \$25.00 for the first infraction, with the fine increasing by \$25.00 for each subsequent infraction.

8.12 Two guest parking passes are issued for each strata lot. Replacement parking passes are available from the Resident Manager for a price established by council.

8.13 Only vehicles with current liability insurance shall be allowed to park in the secured/resident parking areas. Parking of vehicles, other than those owned, borrowed or leased by an owner/resident or his/her guest(s) is prohibited. Unlicensed vehicles or vehicles whose licenses have expired must provide a copy of proof of liability insurance (for a minimum of \$1,000,000). This proof of liability insurance must be provided to the Resident Manager who will in turn provide a copy to Citygate's Management company.

8.14 Maximum speed in driveway and all levels of secured parking is 10 km/h.

BYLAW #9 - PETS

9.1 An owner, tenant or occupier shall not keep any pets of any kind in any strata lot of the Strata Corporation, provided that all existing residents as at May 27, 1996 are grandfathered and may own pet(s), in accordance with the provisions of bylaw 9, as long as they remain residents of LMS 195.

9.2 No visitors' pets are permitted within the building.

9.3 No strata lot owner shall feed pigeons, gulls or other birds or animals from their strata lot or anywhere within Strata Plan LMS 195 boundaries.

9.4 All pet owners are responsible for the actions and cleanliness of their pet. Dirt, messes or waste made by any pet must be cleaned by the individual responsible for the pet. If cleanup is required, but not done by the person responsible for the pet, then the strata lot will be subject to a fine under this bylaw.

9.5 All pets must be leashed when on common property including but not restricted to, lobby areas, parking lots, driveways, elevator, etc. Pets too dirty to walk on the floors must be cleaned or carried.

9.6 Subject to bylaw 9.1, not more than two pets are allowed per strata lot and, at maturity, such pet(s) must not stand more than eighteen inches, as measured from the shoulder to the ground nor weigh more than twenty pounds.

9.7 No pets will be allowed in any of the garden areas of LMS 195 under any circumstances.

BYLAW # 10 - DAMAGE TO PROPERTY

10.1 No occupiers shall do anything on common property likely to damage plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on the lawn so as to damage the lawn or prevent reasonable growth.

10.2 Occupiers are responsible for damage to common property.

10.2A (a) The Strata Corporation is not responsible to repair or maintain window opener handles, opening window hinges, broken glass, window seals, patio door sliders, the inside of suite entry doors, for the adjustment of opening windows and suite entry doors, including sliding patio doors, for the cost of material and labour for replacing windows that can be replaced without the aid of a stage hung from outside the building, for the cost of repairs to building common areas or neighbouring units due to negligence in the repair of any of the above. The Strata Corporation is not responsible for the repair of damage resulting from careless or harsh use by occupiers. All such repair and maintenance is the responsibility of the applicable owners. If an owner fails to replace a broken window seal, the Strata Corporation may hire a contractor for this work and charge back the owner for any costs incurred.

10.3 Occupiers will not permit their children to play in the following common areas: games room, fitness/pool areas, lobby, stairs, elevators, corridors, parking areas or any utility room. The strata corporation will not be held responsible for injuries. See "Recreation Facilities Rules" for use of recreational facilities by minors.

10.4 An occupier 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.

10.5 The owner will indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, the common assets or to any strata lot by, or any cost incurred by the strata corporation as a result of the owner's act, omission or negligence or by that of any member of the owner's family or the owner's tenants, invitees, employees, guests or agents, but only to the extent that such expense or cost is not reimbursed from the proceeds of any insurance policy. In such circumstances, and for the purposes of the bylaw, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and shall be paid by the strata corporation and then charged to the owner as permitted by section 133 of the Act (i.e., being the reasonable cost of the strata corporation of remedying the contravention of paragraph (10.4) above), and will be added to and become a part of the assessment of the owner for the month next following the date on which the expense is incurred.

BYLAW # 11 - STRATA FEES

11.1 Any owner owing monies fifteen (15) days after the due date will be assessed a late penalty of \$25.00 and an additional \$50.00 will be assessed as a further late penalty if payment is not made within thirty (30) days of the due date. \$100.00 will be assessed each subsequent month until payment is received. At the end of a three month period, a lien will be placed on the Strata Lot involved at the owner's expense for the total monies due.

11.2 For the purposes of these bylaws, the term "strata fees" shall mean assessed maintenance fees, penalties, special assessments, parking and storage fees, legal costs, administration fees, collection costs, moving fee and interest.

11.3 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 ¾ vote.

BYLAW #12 - STORAGE

12.1 No part of common property shall be used for storage without the prior written consent of the council.

12.2 Any owner, occupier or guest leaving any parked or stored property within any common property does so at their own risk.

12.3 Separate secured storage rooms for bicycles will be provided with racks that allow residents to lock their bicycles. An annual fee for each bicycle will be charged which will give the bicycle owner a key and a numbered position for the bicycle. Should the position be vacated prior to year end, upon return of the key, money will be returned on a pro rata basis.

BYLAW # 13 - RESIDENT MANAGER

13.1 Except in emergencies, the duties of the Resident Manager are restricted to the common area only; or as directed by the council.

13.2 No owner or resident will contact the Resident Manager prior to 8:00 a.m. or after 5:00 p.m., except in the case of emergencies.

13.3 Written permission must be given to allow access to your suite by the Resident Manager for any reason, except in emergencies.

13.4 Residents who expect to be absent for more than 7 days shall notify the Resident Manager.

13.5 Residents expecting large furniture deliveries shall contact the Resident Manager in order to have the pads hung in the elevators to prevent damage.

BYLAW #14 - RECREATION FACILITIES

14.1 The Recreation Facilities and the Social/Meeting Room are for the use of the residents and their guests and their use will be governed by the provisions in the bylaws relating to the use of common property and the said facilities and by the rules prescribed by the council from time to time.

14.2 The Social/Meeting Room is available for use by residents and their guests on an exclusive basis. A \$100.00 deposit is to be placed at the time of reservation. If the room is not cleaned by noon of the following

day, the cost of cleaning will be subtracted from the deposit. The resident booking the room will be held responsible for any damage or theft.

BYLAW #15 - CORRESPONDENCE

15.1 Communication between owners/occupiers and council shall be in writing; signed by the owner/occupier and shall be directed to the managing agent or deposited to council's mailbox.

BYLAW #16 - CONSENT

16.1 Any consent, approval, permission or waiver given under these bylaws or the rules,
(a) shall be given by the managing agents of the council,
(b) must be in writing, and;
(c) shall be revocable at any time after due notice.

BYLAW #17 - MOVE IN OR OUT

17.1 A non-refundable assessment of \$250.00 will be levied to the owner of any unit on any move into the building to defray the costs to the strata corporation, which includes, but is not limited to, inspection of the common areas before and after moving, administration, security personnel, security access coding, the installation of elevator pads, issuance of the elevator control key, etc. Residents, where applicable, must sign a Form K before moving in.

17.2 An appointment for a moving time must be made with the Resident Manager having regard to the convenience of all concerned and to noise abatement. Moves are restricted to between the hours of 8:00 a.m. and 8:00 p.m. No moves shall be allowed on Sundays. Full instructions for the operation of the move will be given by the Resident Manager.

17.3 The moving party will be responsible for any damage to common areas. A \$100.00 refundable deposit is to be placed at the time the Resident Manager locks out the elevator for any move in or out. If the elevator or hallways are damaged during the move in or out, the cost of repairs will be subtracted from the deposit. Damage costs not recovered from the moving party shall be assessed to the owner.

17.4 Violation of this bylaw will result in a fine of \$200.00 to the owner of the strata lot, in addition to payment of the non-refundable assessment.

17.5 Move In or Out includes any moving of large furniture or major appliances from or to the strata lot. Bylaw 17.1 applies only to occupiers moving into the building or from one suite to another.

17.6 Moving containers shall not be allowed in the loading dock area at the side entrance of 1188 Quebec Street or any other area of the common property. When moving in or out by container, the container must be parked on the street and accessed via the side loading dock entrance of 1188 Quebec Street or through the lobby of 1182 Quebec Street.

17.7 Vehicles used for the purpose of moving may not be parked on the entrance ramp to the parkade. Moves into or out of 1182 Quebec Street must be from the street via the lobby.

BYLAW #18 - RENTING AND RENTING RESTRICTIONS

18.1 Before an owner leases his/her strata lot for a term of more than one month, he/she will give the strata corporation the undertaking in the Form K signed by the tenant, that the tenant and other occupiers of the strata lot comply within the Act, the bylaws and the rules prescribed by the council.

18.2 The owner and tenant are jointly and severally liable for a breach of the undertaking in Form K.

18.3 Where a tenant or occupier of a strata lot contravenes the Act, these bylaws or the rules prescribed by the council, the strata corporation, or person on its behalf, may notify the tenant or occupier in writing of the contravention and demand its immediate resolution.

18.4 If the tenant or occupier does not comply within 14 days from notice, the strata corporation may notify the owner and send a copy of such notice to the tenant.

18.5 Where a tenant or occupier, one week after he is sent a copy of the notice under bylaw 18.3, continues to contravene the act, the bylaws or the rules prescribed by the strata corporation, the strata corporation may terminate the tenancy pursuant to the Residential Tenancy Act.

18.6

(b) Existing Owners as at 29 June 2006:

i) Existing owners as at 29 June 2006 will be grandfathered and permitted to rent or lease their strata lot(s) at any time as long as they remain the legal owner.

ii) The transfer of ownership of any grandfathered strata lot(s) by inheritance or bequest under a Last Will and Testament is not deemed to be new ownership.

(c) New Owners from 29 June 2006:

New owners are defined as any owners purchasing after 29 June 2006. If the number of strata lots being rented or leased is 40 or more, new owners wishing to rent or lease their strata lots(s) must advise the property management company in writing for inclusion on a rental waiting list. Waiting list priority will be according to date and time the application is received by the property management company. New owners will be permitted to rent or lease their strata lot(s) under the following conditions:

When less than 40 strata lot(s) are being rented or leased a new owner will be given approval to rent or lease his/her strata lot(s) based on the rental waiting list priority.

Rental and leasing approval or priority on the waiting list cannot be inherited, bequeathed or in any way transferred. Any new owner at the time of selling his/her strata lot(s) relinquishes rental waiting list priority and rental and leasing approval.

18.7 Violation of this bylaw will result in a fine of \$500.00 to the owner of the strata lot. Repeat violations of a bylaw will result in the owner or occupier being fined weekly the additional sum of \$500.00 without further warning.

18.8 LMS 195 rental restriction Bylaw 18 came into effect 29 June 2006. All owners at that time were grandfathered and may rent their unit at any time. The number of rentals permitted under the bylaw was capped at 40 units out of the total of 173 units.

New owners subsequent to the bylaw coming into effect may rent their unit when the number of rental units falls below the cap following the guidelines below. New owners wishing to rent their unit (nominees) may place their name on a rental waiting list register maintained by the Property Management Company. Requests to rent will be processed based on a first come first served basis on the rental waiting list as of the date/time the request is received in writing in the office of the Property Management Company

Units considered rented for defining the rental cap include:

- Units rented by grandfathered owners.
- Units occupied by family members other than the owner.
- Units rented under hardship as determined by Council on a per case basis.

Procedures:

1. The rental waiting list will be declared available to waiting list nominees on the first day of the next month following the sale(s) that brings the rental pool total below the cap.
2. The first nominee on the list will be advised in writing that they may proceed to rent their unit.
3. The first nominee owner must notify the Property Management Company in writing within 10 days whether they plan to proceed to rent their unit or not.
4. If at the end of 10 days, the Property Management Company has not heard in writing from the first nominee, their name will be removed from the rental waiting list and the Property Management Company will proceed to process the next nominee on the rental waiting list.
5. If the nominee eligible to rent chooses not to, they must advise the Property Management Company in writing of their intent. They may have their name removed from the rental waiting list or if they wish to remain on the list they will be placed last in the list of names on file at the time of written notification to the Property Management Company of their intent.
6. The nominee owner will have 90 days to complete the rental of their unit. The 90 day period will start from the first day of the month as per step 1 above. The owner must notify the Property Management Company in writing of the name(s) and date of tenure start for the new tenant(s). The tenure start must occur within the 90-day time limit.
7. This unit now will be considered part of the rental pool for calculating the total number of units rented.
8. If at the end of the 90-day period the eligible nominee has not rented their unit, the nominee will forfeit their turn and the next nominee on the list will be advised they are eligible to start the process.
9. A nominee failing to rent their unit at the end of the 90-day period will be removed from the waiting list until a new request in writing is submitted to the Property Management Company.
10. Grandfathered owners that rent their unit will increase the number of rentals in the rental pool.
11. If a grandfathered owner rents their unit during the process of the waiting list being served and this action places the rental total in the pool at the cap, the waiting list nominee being served at the time will be permitted to complete their rental process.
12. If a grandfathered rental or a nominee from the rental waiting list being served places the number of units at the cap (40) or more, further rental waiting list processing will stop until such time as the number of units rented falls below the cap.

If a rental is granted and the Owner decides to sell the strata lot, it cannot be sold as a rental unit

18.9 Suites that have been rented cannot be sublet by the tenant at any time.

BYLAW #19 - RE-SALE OF STRATA LOTS

19.1 An owner, occupier or agent of an owner may not display a "For Sale" sign upon any strata plan property where it is visible to the general public nor will any of the above persons leave open or unlock any entrance door to the strata plan for the purpose of "Open House" selling.

19.2 An owner may hold an "Open House" providing the agent arranges to escort potential buyers from the entrance door of the building to the suite.

BYLAW #20 - SECURITY

Security of this building cannot be maintained without the full co-operation and observance of the bylaws by all residents. All residents are responsible for the safe custody of infrared transmitters.

20.1 Admission to the building shall not be permitted to any person unless known to the resident. Persons delivering goods or other articles must be met at the front entrance. If it is necessary for any such persons to enter the building, they must be escorted by the resident until departure from the building.

20.2 No entry or exit door may be held open without notification to the Resident Manager.

20.3 All vehicles must stop and wait for the garage gates to close when entering or leaving the secured parking and visitor parking garage. All common area doors including fire exits must be closed and locked behind you to help prevent unauthorized entry.

20.4 A fine of \$50.00 will be assessed for each violation of bylaw 20.3. A fine of \$250.00 will be assessed for each violation of bylaw 20.3 should vandalism or theft occur as a result of violating the bylaw.

BYLAW #21 - INFRACTIONS OF THE BYLAWS

21.1 Except as otherwise provided, each occupier breaching a bylaw will be warned once, then in accordance with the Strata Property Act, the owner or occupier of the suite will be fined a maximum of \$200.00 for each infraction of the bylaws and a maximum of \$50.00 for each infraction of the rules. Repeat violations of a bylaw will result in the owner or occupier being fined weekly the additional sum of \$200.00 without further warning. Repeat violations of a rule will result in the owner or occupier being fined weekly the additional sum of \$50.00 without further warning.

21.2 The council may from time to time make exceptions from each provision in these bylaws after representation by an owner or occupier and by such other person or persons that the council deems to be affected, either in writing or at a meeting of the council.

BYLAW #22 – COUNCIL

22.1 Strata council for LMS195 shall consist of not less than three and not more than seven members and they can only be elected by way of an Annual General Meeting or a Special General Meeting, provided that

should a council member resign or be unwilling or unable to act for a period of 2 months or more, the provisions of article 12 of the Standard Bylaws apply.

22.2 Each member of council shall be elected for a two-year term, retiring at the end of such term.

22.3 Retiring members of council are eligible for re-election.

22.4 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.

22.5 As permitted by section 28(2) of the Act, a person other than an owner may be a member of the council on the conditions that:

- (a) that person is a spouse, including a common law spouse of an owner, and
- (b) that person is a resident of the building.

22.6 The strata corporation may purchase, lease or otherwise acquire assets for the use or benefit of the strata corporation and may sell or otherwise dispose of such assets for any amount approved in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by a $\frac{3}{4}$ vote at an annual or special general meeting if the asset has a market value of more than \$5,000.00.

CITYGATE 1
GAMES ROOM
FACILITIES AND RULES

FACILITIES AVAILABLE: Pool table, scoreboard
Ping Pong table
Shuffleboard table, rocks, wax, scoreboard
Bookshelf for book sharing
Couch, love seat
Cabinet for equipment
Garbage can

RULES:

1. Access to the room is by infrared transmitter. The room is monitored by a security camera and can be viewed by all residents on Channel 59.
2. All equipment is to be returned to the cabinet after use. Please use wax for the shuffleboard table as necessary. Damage to any equipment or furniture will be repaired and charged to the resident responsible. Residents will be held responsible for their guests. If equipment is stolen, it will not be replaced.
3. Be courteous to others waiting to use the tables. Please take turns on the tables.
4. No food or drinks allowed.
5. No smoking permitted.
6. The number of guests per suite allowed in the room is limited to four (4). The resident must accompany the guest/s at all times.
7. The room hours are 6:00 a.m. to 11:00 p.m. All occupiers must leave this area by 11:00 p.m.
8. Music is allowed as long as everyone in the room is agreeable to it. No loud music is permitted.
9. No persons under the age of 14 years are permitted in the Games Room.

CITYGATE 1
FITNESS ROOM
FACILITIES AND RULES

FACILITIES AVAILABLE: Hoist 4500 multi-station gym
Tectrix ClimbMax 150 stair climat
2 Lifecycle 7500 stationary bikes
Concept II rowing ergo meter
2 deluxe exercise mats
1 recumbent bike
1 treadmill
4 fitness instruction charts

RULES:

1. The number of guests per suite allowed in the fitness room is limited to two (2). The residents must accompany the guest(s) at all times.
2. The outside door is an emergency exit only and an alarm will sound if opened. Do not open the door except in an emergency.
3. No smoking is permitted.
4. Be courteous to others wishing to use the fitness equipment. Please take turns using the equipment.
5. No food or drinks are allowed.
6. The fitness room hours are 6:00 a.m. to 11:00 p.m. All occupiers must leave this area by 11:00 p.m.
7. Music is allowed only if earphones are used.
8. All personal belongings are to be removed after each use.
9. Appropriate sports clothing and rubber soled shoes must be worn at all times.
10. For security purposes, the last person in the room must close all windows before leaving.
11. No persons under the age of 14 years are permitted in the fitness room unless accompanied by an adult 19 years or older.
12. Use equipment at your own risk.
13. No one is to enter the exercise area wearing wet swimwear.

CITYGATE 1
POOL AND JACUZZI RULES

1. The facility is for the private use of residents and their guests. The number of guests per suite is limited to two (2). Guests must be accompanied by a resident when using facility.
2. Pets are not allowed in the facility.
3. No smoking is allowed in the pool area.
4. No boisterous or rough play and no unnecessary noise is permitted at any time.
5. All persons will take a shower before using the pool or Jacuzzi and dry off before leaving the area.
7. Swimmers with long hair must wear a bathing cap.
8. Hours of use are from 6:00 am. to 11:00 p.m. All occupiers must leave the area by 11:00 p.m.
9. Swimwear must be worn at all times.
10. No persons under the age of 14 years are permitted in the pool area unless accompanied by an adult 19 years of age or older.
11. No spitting or nasal or other bodily discharge is permitted in this area by order VANCOUVER HEALTH DEPARTMENT.
12. Any persons having any apparent skin disorder, sore or inflamed eyes, cough, cold, nasal or ear discharge or any communicable disease shall be excluded from the use of the pool or Jacuzzi.
13. Anyone using the Jacuzzi is advised that the recommended maximum stay should not exceed 15 minutes.
14. There is no lifeguard on duty, therefore the pool and Jacuzzi facilities are used at your own risk.
15. The Strata Corporation or Management reserves the right to deny use of the facility to any one at any time.
16. No inflatable items, rafts or toys are allowed in the pool or pool area, except child's water wings.
17. No masks, flippers or any underwater diving equipment may be worn or used in the pool except protective swimming goggles.
18. Diapered children are not allowed in the lap pool or Jacuzzi.
19. Pool and Jacuzzi are closed for cleaning - Tuesdays and Fridays - 10:00 a.m. – 12:00 noon.

CITYGATE 1
MEETING ROOM
FACILITIES AND RULES

FACILITIES AVAILABLE: Kitchen (fridge, microwave, coffee maker, sink, cups and glasses)
 3 square meeting tables (can combine into one long table or use 3 separate tables for card games, etc.)
 12 chairs
 Fan and garbage cans

RULES:

1. Access to the Meeting Room is by special key only which can be obtained from the resident caretaker (Suite 201).
2. The Meeting Room hours are 6:00 a.m. to 11:00 p.m. All residents and their guests must leave this area by 11:00 p.m.
3. The room must be booked at least one day in advance with the resident caretaker between the hours of 9:00 a.m. and 5:00 p.m. Council meetings have priority.
4. The room is not to be used for business purposes.
5. A damage/cleaning deposit of \$100.00 must be left at the time of booking the room.
6. If the room is not left in a clean and orderly fashion, including all dishes washed, dried and put away, tables and kitchen cleaned, etc., there will be a \$20.00 per hour charge which will be deducted from the deposit.
7. No equipment or furniture is to be removed from the Meeting Room.
8. The resident booking the room will be held responsible for any damage or theft. Please advise if any items are missing before using the room.
9. No smoking is permitted.
10. Noise must be kept to a minimum.