

THE ROYALTON

Strata Plan – BCS 318

BYLAWS

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BCS318 – “THE ROYALTON” BYLAWS

JULY 22, 2009

Preface: For the purposes of these bylaws, the word “resident” includes an owner, tenant or occupant of a strata lot.

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

Payment of strata fees

1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

(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) Late payment charges will be at the rate of \$50 for the first month; \$100 for two consecutive months and \$200 for three consecutive months. After three months, any additional months will be charged at the rate of \$200 per month.

(4) Receipts from owners, if the purpose is not specified, shall be applied in the following order: Strata Fee, Parking Rental, Other Income, Special Levy, Late Interest & Penalty, “charge backs” and Fines.

Repair and maintenance of property by owner

2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

(2) An owner who has the use of limited common property, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws, must repair and maintain it, including exterior suite doors, suite door locking mechanisms and suite doorjambes damaged during attempted break-ins;

(3) An owner must promptly carry out any work ordered by a competent public or local authority in respect to the strata lot and pay all taxes, charges, outgoings, and assessments that may be payable in respect of the strata lot.

Use of property

3 (1) A resident 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. An owner may not operate a business enterprise or activity that would create public foot traffic, or signage, or additional refuse including recyclable material or unreasonable noise.

(2) A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

(3) An owner, tenant resident or occupant must not:

(a) Use a strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that 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) Leave on the common property or any limited common property, any shopping cart or any other item designated from time to time by the strata council;

(f) 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;

(g) 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;

(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 or to common property which will result in the waste or excessive consumption of the building's domestic water supply or heated water;

(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 or her strata lot, which are different in size or colour from those of the original building specifications;

(m) 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;

- (n) 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 installations approved in writing by the council;
 - (o) Place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
 - (p) Place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained *raised (footed)* planter boxes, barbecues, summer furniture and accessories nor install any hanging plants or baskets or other hanging items within three feet of a balcony railing line; or
 - (q) 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.
 - (r) Erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto *including a satellite dish*;
 - (s) An owner, tenant resident or occupant must not keep a cut Christmas tree;
 - (t) An owner, tenant resident, occupant or visitor must not smoke in common property including the underground garage.
- (4) An owner, tenant or occupant must not permit a marijuana grow operation or production facility or allow such activities to operate or function within or outside of a strata lot, regardless of whether such operation is licensed or otherwise permitted by any government authority. The use of hydroponic equipment for any purpose is also prohibited.
- (a) Should an owner, tenant or occupant violate this bylaw, any resultant increase in the insurance premium of the Strata Corporation must be borne solely by the owner of the strata lot regardless of whether the owner had any knowledge or involvement in such violation. These costs will be payable within fourteen (14) days of written notification from the Strata Corporation. Nothing in this bylaw will be construed as restriction on the rights of the Strata Corporation to pursue all remedies against the offending owner, tenant or occupant at law including injunctive relief.

Inform strata corporation

- 4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number *parking stalls, locker numbers* and mailing address outside the strata plan, if any.
- (2) Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's or tenant's name, change of tenant, strata lot number, mailing address, and emergency contact info outside the strata plan, if any.

Obtain approval before altering a strata lot

- 5 (1) An owner must obtain the written approval of the Strata Corporation before making an alteration or addition 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) A resident 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.

Obtain approval before altering common property

6 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.

(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 coverage relating to the alteration.

(3) No fence, trellis, cover, or enclosure may be permanently erected or affixed on common or limited common property without prior written approval of the Strata Council. Such approval shall not be unreasonably withheld.

(4) No signs, gates, billboards, placards or advertising, or notices of any kind shall be erected or displayed on common property except alarm monitoring and/or Block Watch stickers, without the prior written approval of the Strata Council.

(5) An owner may not prune, treat in any way, move, remove or add to any plantings on the common area or in common area planters, without the prior written consent of the Strata Council.

Permit entry to strata lot

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

- (a) In an emergency, without notice, to ensure safety or prevent property damage to the common property or another strata lot or those portions of a strata lot that are the responsibility of the strata corporation under these bylaws; and
- (b) At a reasonable time, on a minimum of twenty-four (24) hours written notice:
 - (i) To inspect, maintain or repair common property, 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; or
 - (ii) To ensure compliance with the Act and these bylaws.
- (c) To promptly carry out all work that may be ordered by any competent public or local

Authority

(2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

(3) If authorization cannot be obtained then the person authorized by the strata corporation to enter the strata lot may do so by using reasonable force on the locking devices, and the replacement of the locking device and any resulting damage to the door and door frame will be at the expense of the strata lot owner.

Division 2 -- Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

8 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 excluding exterior *suite* doors, *suite* door locking mechanisms and *suite* doorjambes damaged during attempted, and/or actual break-ins;
 - (C) Chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) Doors, and/or windows and/or skylights on the exterior of a building or that front on the common property except for repair and maintenance that is the responsibility of the Owner under these bylaws,
 - (E) Fences, railings and similar structures that enclose patios, balconies and yards;
- (d) A strata lot in a 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, and/or windows and/or skylights on the exterior of a building or that front on the common property except for repair and maintenance that is the responsibility of the Owner under these bylaws,
 - (v) Fences, railings and similar structures that enclose patios, balconies and yards.
- (e) The Strata Corporation may make a claim against an owner who causes negligence in the necessary repairs to a window or door that is part of the building envelope.
 - (i) Damages caused by a negligent act to these windows and doors are the responsibility of the owner of the strata lot.

Division 3 – Council

Council size

9 (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.

Council members' terms

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

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

Removing council member

11 (1) 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 such person is in contravention of any of these bylaws or if the strata corporation is entitled to register a lien against that strata lot under the Act.

Replacing council member

12 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

(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.

Officers

13 (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.

(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.

Calling council meetings

14 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

(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.

(iii) The council must inform owners about a council meeting after the meeting has been called.

Requisition of council hearing

15 (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.

Quorum of council

16 (1) A quorum of the council is

(a) 2, if the council consists of 3 or 4 members,

(b) 3, if the council consists of 5 or 6 members, and

(c) 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.

Council meetings

17 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

(2) If a council meeting is held by electronic means, council members are deemed to be present in person.

(3) Owners may attend council meetings as observers.

(4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

- (a) Bylaw contravention hearings under section 135 of the Act;
- (b) Rental restriction bylaw exemption hearings under section 144 of the Act;
- (c) Any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

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

(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.

Council to inform owners of minutes

19 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.

Delegation of council's powers and duties

20 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

(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
- (b) Indicate the purposes for which, or the conditions under which, the money may be spent.

(4) The council may not delegate its powers to determine, based on the facts of a particular case,

- (a) Whether a person has contravened a bylaw or rule,
- (b) Whether a person should be fined, and the amount of the fine, or
- (c) Whether a person should be denied access to a recreational facility.

Spending restrictions

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

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

Limiting Expenditures of Council

22 (1) Subject to subsection (3) 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 (1) in the same fiscal year, is less than five percent (5%) of the total contribution to the operation fund for the current year.

(2) If the strata corporation makes an expenditure under subsection (1) above, the strata corporation must inform owners as soon as feasible about any expenditure of more than \$5,000 on any single item.

(3) Notwithstanding subsection (1) 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.

Limitation on liability of council member

23 (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 (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

Maximum fine

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

(a) \$200 for each contravention of a bylaw, and

(b) \$50 for each contravention of a rule.

(2) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 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 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 in person of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a minimum fine of **\$25** and if such default continues for a further 15 days, and additional minimum fine of **\$50** 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 minimum fine of **\$50** will be levied against and paid by the owner or tenant.

Continuing contravention

25 (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.

26. 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.

27. In the absence of any specific mention of fines or penalties, a maximum fine of \$200.00 per incident will be levied against any owner who contravenes or allows their tenant to contravene the Bylaws or Rules of the Royalton. Fines shall be added to and become part of the assessment of the owner and shall be due and payable on the date of payment of their next monthly maintenance fees.

28. Late payment charges will be at the rate of \$100.00 per month.

29. The Strata Corporation may register a lien against an Owner's strata lot by registering in the land titles office a Certificate of Lien in the prescribed form if the Owner fails to pay the strata corporation any of the following with respect to that strata lot: (Amended: AGM July 24, 2012)

(1) strata fees;

(2) a special levy;

(3) a reimbursement of the cost of work referred to in section 85 of the *Strata Property Act*;

(4) the strata lot's share of a judgment against the strata corporation;

Small Claims Actions

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

Division 5 -- Annual and Special General Meetings

Quorum for Adjourned Meeting

31 If at the time appointed for a general meeting, quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of certain Owners and not the Council, but in any other case, the meeting shall stand adjourned for a period of fifteen minutes whereupon the adjourned meeting shall be reconvened at the same place and the persons present in person or by proxy and entitled to vote, shall constitute a quorum. (Amended: AGM July 24, 2012).

Person to chair meeting

32 (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.

Participation by other than eligible voters

33 (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.

(4) An owner of a strata lot that is in arrears is not eligible to vote at a General Meeting.

Voting

34 (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.

Order of business

35 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

Voluntary dispute resolution

36 (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 – Miscellaneous Bylaws

Use of Patios and Balconies

37 (1) A resident of a strata lot which does not have enclosed balconies shall not 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 resident entitled to the use of the limited common property on which they are placed. No dead plants or unsightly mess shall be left on balconies or patios that is visible from common Property.

(2) Cleaning of balconies and watering plants on balconies shall be restricted to ensure water and other debris is not permitted to flow over the edges of a balcony.

Garbage Disposal

38 A resident 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 resident shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his or her expense.

Bicycles, Storage and Parking

39 (1) Bicycles are not permitted in elevators, hallways or any other common areas. No bicycles are to be kept on balconies or patios; instead, they shall be stored within the owner's designated storage locker or such other area as may be prescribed by the council. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only.

(2) Any resident 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 by the strata corporation by anyone that is an insured under that policy.

(3) A resident must use parking stalls only for the parking of *roadworthy* licensed and insured motor vehicles, trailers, or vehicles displaying storage insurance for the minimum amount of \$1,000,000 liability 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. Failure to comply with this bylaw may result in the removal of the uninsured vehicle, trailer, motorcycle or stored item at the owners' expense and/or a fine assessment against the owner's strata lot. The maximum length of time a vehicle displaying storage insurance can be parked in a parking stall is one year.

(4) A resident shall not:

(a) 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 or her 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;

(b) 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 minor emergency repairs, such as a battery boost or a flat tire change;

(c) Rent or lease the parking space assigned by the strata corporation to his or her strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;

(d) Park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and

(e) Use any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the council.

(5) Any automotive fluids, stains or other defacement within a parking stall or on any other common or limited common property shall be cleaned or restored to the original condition by the owner. If not cleaned in a reasonable time, the Strata Corporation may hire a cleaning service and the costs charged back to the owner assigned the stall, or may fine the owner \$50 every seven days until the oil has been satisfactorily removed or the vehicle may be towed at the owner's expense. A vehicle which continues to leak fluids must be removed from the parkade until it is repaired. Proof of repair is to be provided before the vehicle is allowed to return to the parkade.

(6) Residents are strictly forbidden to store garage remotes and/or keys inside vehicles. If it is determined that a break-in is the direct result of a resident leaving a remote inside a vehicle, then all costs associated with rekeying the common property, reprogramming the garage door and repairing damage done to the common property will be assessed to the resident.

(7) All residents MUST wait for the gate to completely close upon entering or leaving the parkade and when their visitors, trades people and delivery people, etc. are entering or leaving the parkade. Failure to comply will result in a fine being assessed against the applicable strata lot.

(8) An owner must not park in a manner which will reduce the width of a neighbour's parking space(s), or walkways, or park vehicles in unallocated spaces, otherwise they may be towed at the owner's expense.

(9) All residents are prohibited from using the visitor parking stalls. Residents found parking in visitor parking will be fined and towed.

Move In/Move Out

40 (1) The strata corporation may regulate the times and manner in which any person moves into or out of strata lots and may require that such moves be coordinated with the manager of the building at least 7 days in advance of such moves, or such lesser period as the council may, in its sole discretion, permit, provided that if an owner or tenant carries out any move into or out of a strata lot otherwise than in accordance with such prior arrangements made with the manager of the building, the owner or tenant will be subject to a fine of \$100, such fine to be paid on or before the due date of the next monthly strata fees.

(2) An owner or tenant must notify the strata corporation in advance of the date and time that the owner or tenant will be moving into or out of the strata lot.

(3) The Strata Council shall charge a \$250 moving fee payable when a new owner or permitted tenant of a strata lot moves in to the building. Landlords are responsible for this moving fee for their tenants. The moving fee is non-refundable. In addition, owners will be responsible for the costs to repair any damages to the common property as a result of a move into or out of the building.

(Amended at AGM of July 24, 2014)

(4) The owner will be responsible for any damage caused to the common property as a result of a move into or out of the building. Any cost to repair damage which exceeds the moving fee will be charged to the strata lot owner. All moving in / out times must be between 8:00 AM and 8:00 PM. The Strata Council shall have the authority to regulate any move to maintain control and safety of the common property and the elevator.

(5) Arrangements must be made, in advance with the caretaker, to have the elevator locked off and the moving pads installed. If an elevator becomes damaged because an elevator key was not used properly to shut off an elevator, the owner will be responsible for the cost of the required service to repair the damage.

(6) For security reasons, all unattended building entrance doors must be kept closed and locked during the move;

(7) All moves are to be done through the P2 parking level. The use of the lobby is strictly forbidden.

(8) For security reasons, an attendant must be assigned to monitor the P2 parking level garage door, at all times, when a move is in progress. The attendant must ask all persons entering the garage to show their fob before they are allowed to proceed into the building. Failure to have an attendant present will result in a fine being assessed against the applicable strata lot.

Parking/Storage Area Lease

41 Each owner of a strata lot may be entitled to the exclusive use of one or more of the parking stalls and may be entitled to the use of a storage area located in the parking facility pursuant to a partial assignment of the parking/storage area lease (the "Parking/Storage Area Lease") between the developer and owners of the strata corporation, as tenant.

Rentals

42 (a) The number of strata lots within the strata corporation that may be rented at any one time is limited to fifteen (15).

(b) An owner wishing to rent a strata lot must apply in writing to the council for permission before entering into a tenancy agreement. Bylaws (a) through (h) apply to a new rental and a change of tenant.

(c) If the number of strata lots rented when an owner applies for permission to rent has reached the limit of fifteen, (excluding exempt strata lots pursuant to sections 143 or 144 of the Strata Property Act), council must refuse permission and notify the owner in writing, as soon as possible, stating that the limit has been reached or exceeded. Council must place the owner of the strata lot on a waiting list to be administered by the council based on the date of the request for permission to rent.

(d) If the limit of fifteen has not been reached at the time the owner applies for permission, excluding exempt strata lots pursuant to sections 143 or 144 of the Strata Property Act, council must grant permission and notify the owner in writing as soon as possible.

(e) An owner receiving permission to rent a strata lot must exercise the permission within 90 days of the date that council granted permission, otherwise the permission expires. During the 90 days immediately following the grant of permission, the strata lot shall be considered leased for the purposes of the limit in bylaw (a).

(f) Prior to possession of a strata lot by a tenant, the owner must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.

(g) Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Strata Property Act.

(h) If an owner rents a strata lot in contravention of bylaws (a), (b) or (c), the owner is subject to a \$500.00 fine and the strata corporation will take all necessary steps to terminate the tenancy, including seeking a declaration or Court injunction to enforce the bylaw. Any legal costs incurred by the strata corporation to enforce a rental restriction bylaw is the responsibility of the contravening owner and are recoverable from the owner by the strata corporation on a solicitor and own client basis.

(l) An Owner, Tenant or Occupant must not use or permit the use of his Strata Lot, common property or common assets for a professional, commercial or business purpose that involves individuals using a Strata Lot as a place of temporary lodging including but not limited to:

- (i) Short-term rentals,
- (ii) Hotel or hotel-like accommodation,
- (iii) A boarding or lodging house,
- (iv) Roommates,
- (v) Bed and breakfast,
- (vi) Airbnb, Homeaway, VRBO or any other vacation-like, short-term rental or short-term accommodation arrangements,
- (vii) Executive home rental arrangements, or
- (viii) House swaps.

(Amended AGM of July 25, 2017)

Pets

43 (1) A resident or visitor must not keep any pets on a strata lot other than one or more of the following:

- (a) A reasonable number of fish or other small aquarium animals;
- (b) A reasonable number of small caged mammals;
- (c) Up to 2 caged birds;
- (d) One dog or one cat.

(2) 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.

(3) A resident 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.

(4) No resident 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.

(5) A resident or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

(6) If a pet is deemed to be nuisance by the Strata Council, it shall be removed from the complex within 60 days of notification to the pet owner.

(7) Pet owners shall be responsible for flea prevention within their own unit.

(8) Pet owners must comply with City of New Westminster Animal Control Bylaw No. 7037, 2005.

Division 8 – Hazards and Security

44 (1) No restrictions or hindrances shall be caused to sidewalks, driveways, entrances, exits or other parts of the common property.

(2) Skateboarding on common property is prohibited.

(3) Everything is to be done to reduce fire hazards and nothing hazardous is to be brought or stored in a strata lot, limited common property, or on common property including flammable fuels which will, in anyway, increase the risk of fire or the rate of insurance held by the Strata Corporation, or which may invalidate the insurance policy.

(4) The leaving open of any outside door, window or gate without attendance is prohibited as it considered a security risk. The gate may be propped open only if an owner/resident/designated person guards the open gate at all times. A breach of this bylaw carries a penalty of \$200 plus any costs associated with rekeying or repairing property damaged or loss incurred as a result of the breach.

(5) No material substances especially burning material such as cigarettes or matches shall be thrown or permitted to fall out of any window, door, balcony, or other part of a strata lot or common property.

(6) For the security of the residents of the Strata Corporation, referred to as The Royalton, a key fob access system is used in the building.

(7) A key fob access system was installed by the Developer upon construction, and the Strata Corporation continues to use this system and may make changes to it from time to time ("Key Fob System"). Its use is hereby formally approved by the owners. The purpose of the Key Fob System provides owners, tenants and occupants of the complex with secure access to the building. The Key Fob System monitors and records where the key fobs are used and the date and time of such use. The reports from the Key Fob System may be used for the purpose of investigating thefts, security incidents, emergency situations and serious infractions of the bylaws and/or rules. In such cases, the personal information of individuals necessary for the investigation may be shared with law enforcement agencies and emergency workers upon the Strata Corporation receiving a proper written request for the information.

(8) The Strata Corporation also utilizes video surveillance cameras. It is understood that video surveillance will be used in the parking areas and areas of entry into the interior common property ("Video Surveillance System"). The use of the Video Surveillance System is hereby formally approved by the owners. The purpose of the Video Surveillance System will be to create a safe and secure environment for owners, tenants and occupants. The Video Surveillance System records information regarding the use of exterior access points to the building as well as information regarding the use of several interior common property areas. The Video Surveillance System may monitor and record the movement of individuals in these areas. The recordings from this system may be used for the purpose of investigating thefts, security incidents, emergency situations and serious infractions of the bylaws and/or rules. In such cases, the personal information of individuals necessary for the investigation may be shared with law enforcement agencies and emergency workers upon the Strata Corporation receiving a proper written request for the information.

(9) The areas under video surveillance from time to time will be disclosed in the privacy policy of the Strata Corporation and also disclosed by signage advising that the area is under video surveillance, the purpose of the surveillance and an email address to contact the privacy officer(s) of the Strata Corporation;

- Parking garage
- Access/entry points
- All building lobbies and amenity rooms
- The elevators

(10) The owners agree that the Council may change the locations under surveillance or add locations, as long as they are doing so for the purposes described in this bylaw.

(11) The fact that areas are, or may be, under video surveillance will be disclosed on signage in the areas which are or may be under surveillance. The signage will also provide information on how to contact the Strata Corporation's privacy officer(s).

(12) Further information on the collection, use and disclosure of personal information can be obtained by reviewing the Strata Corporation's Privacy Policy. **[Amended AGM-2016-07-26; CA5410294]**

Division 9 - Damage to Property

45 (1) In the event of an emergency emanating from a strata lot whose occupant cannot be contacted, access for protection of common property and safety, may be gained by force possibly at the owner's expense at Council's discretion.

(2) In the event that an owner or any member of their family, or their guests, servants, agents, or tenants cause damage to common property, limited common property or common facilities, the owner or tenant shall be held responsible for such loss and promptly reimburse the Strata Corporation for full costs of repair or replacement of the damage done.

(a) Exceptions to the foregoing are where loss originates from the rupture or malfunction of a permanent public supply line or sewer system, or where the damage originates from common property. These are not the responsibility of the strata lot owner as previously defined, and all damages shall be the responsibility of the Strata Corporation.

(b) Damages to the personal property of an owner or occupant of the unit, together with any upgrading, substituting, improvements or betterments to the unit that have been made or acquired by the owner from those originally installed shall be the responsibility of the owner.

Division 10 - Real Estate Sales Practices

46 If Real Estate Open House practices are undertaken, all clients (perspective purchasers, visiting realtors) must be accompanied by the Realtor or Strata Lot owner and not left to wander unaccompanied within the Strata Property boundaries.

47 (1) The use of lockboxes anywhere on or about the strata plan is strictly prohibited.

(2) Individual *realtor signs* are not permitted anywhere on the property. If an owner has a unit for sale they should arrange with the caretaker to have the building “unit for sale – contact your realtor” sign hung.

Division 11 – Renovations

48 Written applications for significant renovations/alterations, including work which requires a permit are to be submitted to the Strata Council for their approval without undue delay, and shall not be unreasonably withheld.

(1) Hours of work are restricted to between:

Monday to Friday 8:00 a.m. to 7:00 p.m.

Weekends and statutory holidays 10:00 a.m. – 7:00 p.m.

(2) The strata lot owner is required to be in attendance at the strata lot for the duration of any significant renovations.

(3) An owner must ensure that any contractor or delivery person abides by the strata corporation bylaw and in particular does not leave an open door unattended.

(4) If an owner or owner's contractor contravenes any provisions of this bylaw during a renovation, or the contractor causes damage to the common property, the owner can be fined up to \$200 for each occurrence plus repayment to the Strata Corporation for any repair or cleanup costs resulting from the renovations or alterations being conducted.

(5) It is an owner's/resident's responsibility to research, procure and provide proof of to Council, all necessary permits.

(6) An owner of a strata 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 covering such hard floor surfaces, excepting only kitchens, bathrooms, and entry areas, with area rugs or carpet and avoiding walking on such floors with hard shoes.

(7) An owner of a strata lot who installs hard floor surfaces such as hardwood floors or tile in a strata lot, must use such materials that will provide noise reduction, as recommended by a relevant professional. Section **48(6)** does not apply to the ground floor strata lots.

49 Any material other than ordinary household garbage, including construction or renovation debris must be removed by the owner, tenant, occupant or contractor of the strata lot.

