



**STRATA PLAN LMS 2472
THE PALISADES**

BYLAWS

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SCHEDULE OF STANDARD BYLAWS

Preamble

These bylaws bind the strata corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the strata corporation and each owner, tenant and occupant and contained covenants on the part of the strata corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the strata corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the "Act"). For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and "a resident" means collectively, an owner, a tenant and an occupant.

DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

1. Compliance with bylaws and rules

1.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.

2. Payment of strata fees and special levies

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

2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually.

2.3 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.

3. Repair and maintenance of property by owner

3.1 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.

3.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

3.3 For the purpose of bylaw 3.1, 3.2 and 11 the Strata Corporation shall direct and the owner shall be responsible for the maintenance and repair of the penthouse HVAC units.

4. Use of property

- 4.1 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.
- 4.2 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.
- 4.3 An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.
- 4.4 If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy. Without limiting the generality of the word "responsible", an owner is responsible for the owner's own acts or omissions, as well as those of any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot or the owner.
- 4.5 A resident shall not use or allow their strata lot to be used for commercial or professional purposes other than the rental of their suite.
- 4.6 A resident must not use, or permit to be used, the strata lot except as a private dwelling home and, unless granted prior written approval by the council, a resident must not allow more than four persons to occupy a strata lot originally designated by the owner developer as a two bedroom unit and not allow more than six persons to occupy a strata lot originally designated by the owner developer as a three bedroom unit, and not allow more than eight persons to occupy a strata lot originally designated by the owner developer as a four bedroom unit. For the purposes of this bylaw 4.6, a "person" is defined to include children, but exclude visitors staying for less than 30 days with an owner, occupant or tenant of a strata lot.

5. Pets and animals

- 5.1 A resident or visitor must not keep any pets on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.

- 5.2 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.
- 5.3 A resident must not keep a pet 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;
- 5.3(A) No more than three (3) dogs and/or cats in total are allowed in strata lots.
- 5.4 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- 5.5 A resident or visitor must not allow any pets in the upper garden area between the two buildings which is a NO PET ZONE
- 5.6 A resident or visitor must not permit an unleashed pet (leashes cannot exceed six feet in length) at any time within on the common property or on land that is a common asset. A pet found loose on common property or land that is a common asset shall be delivered to the municipal pound at the cost of the strata lot owner.
- 5.7 A resident must not keep a pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is in the opinion of council, a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.
- 5.8 A resident whose pet contravenes bylaw 5.7 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.
- 5.9 A pet owner must ensure that a pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.
- 5.10 A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, strata lots, common property or land that is a common asset.
- 5.11 A resident who contravenes any of bylaws 5.1 to 5.7 (inclusive) or 5.9 to 5.10 (inclusive) will be subject to a \$100.00 fine.

6. Inform strata corporation

- 6.1 An owner must notify the strata corporation of within two weeks of becoming an owner; the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any.

6.2 On request by the strata corporation, a tenant must inform the strata corporation of the tenant's name and the strata lot which the tenant occupies.

7. Obtain approval before altering a strata lot

7.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to a strata lot that involves any of the following:

- (a) the structure of a building;
- (b) the exterior of a building;
- (c) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
- (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
- (e) fences, railings or similar structures that enclose a patio, balcony or yard;
- (f) common property located within the boundaries of a strata lot;
- (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act; and
- (h) wiring, plumbing, piping, heating, air conditioning and other services.

7.2 The strata corporation must not unreasonably withhold its approval under bylaw 8.1, 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 and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.

7.3 An owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration.

7.4 Under no circumstances will an owner be permitted to increase the number of bedrooms in a strata lot unless the owner is restoring the strata lot back to the original development (developers) floor plan not exceeding its specifications.

7.5 Owners are not allowed to partition or sub-divide existing rooms in their strata lot unless the owner is restoring the strata lot back to the original development (developers) floor plan not exceeding its specifications.

7.6 Residents are not to utilize storage rooms, closets, and solarium areas for sleeping arrangements.

8. Obtain approval before altering common property

8.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to common property, including limited common property or common assets.

8.2 An owner, as part of its application to the strata corporation for permission to alter common property, limited common property or common assets, must:

- (a) submit, in writing, detailed plans and description of the intended alteration;
- (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and
- (c) obtain the consent of the owners by written approval of the strata council under bylaw 8.1.

9. Renovations/alterations

- 9.1 An owner must give the Resident Manager two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or unbonded tradespersons will result in the levy of fines.
- 9.2 A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
- 9.3 An owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m. on Saturdays. No work to be permitted on Sundays and statutory holidays.
- 9.4 An owner must be in attendance for all SIGNIFICANT renovations/alterations, the determination of SIGNIFICANT shall be in the discretion of the council or Property Manager.
- 9.5 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.
- 9.6 An owner in contravention of bylaws 9.1 to 9.5 (inclusive) shall be subject to a fine of \$200.00 for each contravention, as well as be responsible for any clean up or repair costs.
- 9.7 Installation of tile, granite, limestone, or marble flooring is not permitted other than on those floor areas so floored originally by the developer.
- 9.8 Underlay materials used for hardwood or laminate flooring must be proven to provide a minimum of STC 55 when the floor is completed. Owners must provide the Strata Council with their specifications for underlay materials to be used in the installation for their approval prior to installation. The Owner must allow the Resident Manager access to the suite during installation to verify that the correct underlayment is being used.
- 9.9 Sound proof padding must be installed (and maintained) on all furniture placed on hard and wood surface flooring.
- 9.10 An owner or resident must provide a \$1,000.00 refundable deposit prior to commencing renovations. The deposit will be refunded within 14 days of completion of the renovation should there be no damage to the common property or construction debris left behind. For the purpose of this Bylaw, renovations are defined as any renovation requiring approval by Council as per the Bylaws as well as carpeting.

- 9.11 During any renovation undertaken by an owner or resident, the owner or resident must cover the hallway carpet, from their unit to the elevator, with a minimum of 6mil poly-film that spans the width of the hallway and is securely taped down to the existing carpeting and must cover the walls up to a minimum of 4 feet by cardboard that is securely attached to the wall with non-paint/wallpaper damaging adhesive tape. For the purpose of this Bylaw 9.11, "renovation" is defined to be any renovation requiring approval by the Strata Council in accordance with the Bylaws, as well as the replacement of existing carpeting with other carpeting.

10. Permit entry to strata lot

- 10.1 A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
 - (b) at a reasonable time, on 48 hours' written notice,
 - (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or
 - (ii) to ensure a resident's compliance with the Act, bylaws and rules.
- 10.2 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs of forced entry incurred by the strata corporation.

POWERS AND DUTIES OF STRATA CORPORATION

11. Repair and maintenance of property by strata corporation

- 11.1 The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) patios, chimneys, balconies and other things attached to the exterior of a building;

- (D) doors (not including handsets and locking hardware which must be replaced by the owner in style similar to that as the original handset), windows and skylights on the exterior of a building or that front on common property;
 - (E) railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot, but the duty to repair and maintain it is restricted to
- (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) patios, chimneys, balconies and other things attached to the exterior of a building,
 - (iv) doors windows and skylights on the exterior of a building or that front on common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

12. Administration of common area – user fees

- 12.1 The Strata Council shall have the authority to implement fees for the use and or rental of the common property areas noted as follows:
- (a) the visitor parking area;
 - (b) the teleconferencing room;
 - (c) the meeting rooms;
 - (d) the office areas;
 - (e) common area storage and bicycle areas;
 - (f) common areas for limited film productions.
- 12.2 The Strata Council shall have the authority to implement fees, and limit the number, as shall be prescribed from time to time for the administration and provision of common area access keys and fobs.
- 12.3 The Strata Council shall have the authority to implement user fees (and make any changes that are required) for the use and or rental of any common areas in the residential parkade that have not been specifically assigned for motor vehicle parking (including those areas that may be currently leased out for motorcycle or trailer parking).

COUNCIL

13. Council size

- 13.1 The council must have at least 3 and not more than 7 members.

14. Council eligibility

- 14.1 No person may stand for council or, in the discretion of remaining members of council, 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 section 116(1) of the Act.
- 14.2 No person may stand for council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.

15. Council members' terms

- 15.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 15.2 A person whose term as council member is ending is eligible for re-election.

16. Removing council member

- 16.1 Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed.
- 16.2 After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 16.3 If the strata corporation removes all of the council members, the strata corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the strata corporation for the remainder of the term.
- 16.4 The council may appoint the remaining council members necessary to achieve a quorum for the strata corporation, even if the absence of the members being replaced leaves the council without a quorum.

17. Replacing council member

- 17.1 If a council member resigns or is unwilling or unable to act, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 17.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 17.3 The council may appoint a council member under bylaw 17.1 even if the absence of the member being replaced leaves the council without a quorum.

18. Officers

- 18.1 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 chairperson, a vice chairperson, and a finance officer.
- 18.2 A person may hold more than one office at a time, other than the offices of chairperson and vice chairperson.
- 18.3 The vice chairperson has the powers and duties of the chairperson
- (a) while the chairperson is absent or is unwilling or unable to act,
 - (b) if the chairperson is removed, or
 - (c) for the remainder of the chairperson's term if the chairperson ceases to hold office.
- 18.4 The strata council may vote to remove an officer.
- 18.5 If an officer other than the chairperson is removed, resigns, is unwilling or unable to act, the council members may elect a replacement officer from among themselves for the remainder of the term.

19. Calling council meetings

- 19.1 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.

20. Requisition of council hearing

- 20.1 By application in writing, a resident may request a hearing at a council meeting stating the reasons for the request.

21. Quorum of council

- 21.1 A quorum of the council is
- (a) 1, if the council consists of one member,
 - (b) 2, if the council consists of 2, 3 or 4 members,
 - (c) 3, if the council consists of 5 or 6 members, and
 - (d) 4, if the council consists of 7 members.

21.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

22. Council meetings

22.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

22.2 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.

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

23. Voting at council meetings

23.1 If there is a tie vote at a council meeting, the chairperson may break the tie by casting a second, deciding vote.

24. Council to inform owners of minutes

24.1 The council must circulate to or post for owners the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

25. Delegation of council's powers and duties

25.1 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 bylaw 25.1.

25.2 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.

26. Spending restrictions

26.1 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.

27. Limitation on liability of council member

27.1 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.

- 27.2 Bylaw 27.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- 27.3 All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

ENFORCEMENT OF BYLAWS AND RULES

28. Fines

- 28.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant:
- (a) Up to \$200.00 for each contravention of a bylaw, and
 - (b) \$50.00 for each contravention of a rule.
- 28.2 The council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation, levy fines and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.

29. Continuing contravention

- 29.1 Except where specifically stated to be otherwise in these bylaws, 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.

ANNUAL AND SPECIAL GENERAL MEETINGS

30. Quorum of meeting

- 30.1 If within 1/2 hour from the time appointed for an annual or special general meeting, a quorum is not present the eligible voters, present in person or by proxy, constitute a quorum.

This bylaw 30.1 is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

31. Person to chair meeting

- 31.1 The chairperson, the vice chairperson or the Property Manager may chair the meeting at the discretion of the strata council. If none of the above choose to chair the meeting a chair may be elected by the eligible voters present in person or by proxy from among those persons, eligible to vote, who are present at the meeting.

32. Participation by other than eligible voters

- 32.1 Tenants and occupants may attend annual and special general meetings at the discretion of the Strata Council, whether or not they are eligible to vote.
- 32.2 Persons who are not eligible to vote, may not participate in the discussion at a meeting.
- 32.3 Tenants who are not eligible to vote, must leave the meeting if requested to do so by the strata council chairperson or chair of the meeting.

33. Voting

- 33.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 33.2 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the Act.
- 33.3 At an annual or special general meeting a vote may be decided on by a show of hands (or voting cards), at the chairperson's discretion.
- 33.4 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.
- 33.5 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.
- 33.6 If there is a tie vote at an annual or special general meeting, the president, or, if the chairperson is absent or unable or unwilling to vote, the vice chairperson, may break the tie by casting a second, deciding vote.
- 33.7 Despite anything in bylaws 33.1 to 33.6 (inclusive), an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

34. Order of business

- 34.1 The order of business at annual and special general meetings is as follows:
 - (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve minutes from the last annual or special general meeting;
 - (f) ratify any new rules made by the strata corporation under section 125 of the Act;

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

VOLUNTARY DISPUTE RESOLUTION

35. Voluntary dispute resolution

- 35.1 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.
- 35.2 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.
- 35.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

SMALL CLAIMS COURT PROCEEDINGS

36. Authorization to proceed

- 36.1 The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

MARKETING ACTIVITIES BY OWNERS AND OCCUPANTS

37. Sale of a strata lot

- 37.1 Owners or their agents may not display any for sale, rent, or open house signs from within their strata lot or on common property.
- 37.2 All prospective purchasers must be accompanied by the owner or owners agent at all times while on common property.

INSURANCE

38. Insuring against major perils

- 38.1 The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

STORAGE

39. Storage lockers and bicycle storage

- 39.1 A resident must not store anything on common property, or in their parking stalls, except in the designated bike and locker spaces provided for such.
- 39.2 A resident must not store any hazardous or flammable substances in storage lockers.
- 39.3 A resident must not bring bicycles above the parking levels of the complex. All bicycles must enter or exit the building by the parking levels only and be stored inside the provided bicycle storage areas only.

PARKING

40. Parking

- 40.1 A resident must not permit any oversized, commercial or recreational vehicles including, but not exhaustively, boats, trailers and campers to enter or be parked or stored on common, limited common property or land that is a common asset.
- 40.2 A resident must not store unlicensed or uninsured vehicles on the common, limited common property or on land that is a common asset.
- 40.3 A resident storing an unlicensed vehicle must provide proof of insurance to the strata corporation on the commencement date of the storage.
- 40.4 A resident must not, lease or licence parking stalls to any person other than a resident who is living in the building.
- 40.5 A resident must park only in the parking stall assigned to the resident.
- 40.6 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.

- 40.7 Any resident's vehicle parked in violation of bylaw 40.6 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.
- 40.8 A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
- 40.9 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 7 km/hour.
- 40.10 Deleted bylaw.
- 40.11 A resident must not permit excessive oil or other automotive residue to drip on their parking stalls. Residents will be responsible for cleaning up any oil spillage in their parking stalls and if not cleaned up within 10 days time of written notification the Strata Corporation will clean up the parking spaces costs of which will be charged to the owner of the strata lot. Continuous oil spills will result in prohibition from parking in the designated stall spaces and on common property until such time the vehicle is repaired properly.
- 40.12 Vehicles entering or leaving the garage must operate headlights while in the underground parking area.

MOVING

41. Moving in/out procedures

- 41.1 An owner must conform and ensure that any tenants conform to the Move In and Move Out rules established by council from time to time.
- 41.2 A resident must make an appointment for a moving time. Appointments must be made with the Concierge 48 hours in advance (moves are restricted to between the hours of 8:00 am and must be completed by 5:00 pm) having regard to the convenience of all concerned and to noise abatement. Full instructions for the operation of the move will be given by the Concierge. Residents contravening this By-law will be subject to a fine of \$200.00.
- 41.3 A resident must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left piled in the lobby area.
- 41.4 A resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
- 41.5 A resident contravening bylaws 41.1, and 41.3 to 41.4 (inclusive) shall be subject to a fine of \$200.00. (up to \$200.00).
- 41.6 A move in fee of \$150.00 shall be chargeable for a change of ownership of a strata lot or a major furniture move (as determined by the Property Manager/Council).

APPEARANCE OF STRATA LOTS

42. Cleanliness

- 42.1 A resident must not allow a strata lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the strata lot or on common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.
- 42.2 A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose, recyclable material is kept in designated areas and material other than recyclable or ordinary household refuse and garbage is removed appropriately.
- 42.3 Un-bagged refuse may not be deposited down the garbage chutes.
- 42.4 A resident must not allow any construction material or anything other than household refuse to be deposited down the garbage chute; cardboard boxes must be broken down and deposited in the cardboard recycling bins provided.
- 42.5 Owners of strata lots whose residents or guests contravene the waste disposal bylaws 42.1 through to bylaw 42.4 – and/or who do not properly dispose their household waste down the garbage chutes and into the appropriate recycle containers provided in the Visitor Parking area; or leave garbage bags inside the hallway garbage chute disposal rooms; or in common hallway areas will incur a \$100.00 fine for the first offence – and for any further violations within an annual period the fine will be \$200.00 per incident.

RENTALS

43. Residential rentals

- 43.1 The number of strata lots that may be leased (whether by short or long term leases) within the strata plan by the owners shall be all the strata lots, that is, the number of strata lots that may be leased shall not be limited in any way whatsoever.
- 43.2 Bylaw 43.1 shall not be altered, amended or repealed unless the alteration, amendment or repeal is approved by a unanimous resolution.
- 43.3 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 Act. The address of the landlord or the landlord's agent noted in the Form K must be the mailing address of the landlord, strata lot owner or the landlord's agent other than the civic address of the strata lot being rented to the tenant, in order for the Strata Corporation, Council, or managing agent of the Strata Corporation to appropriately and reasonably communicate with the landlord or the agent of the landlord.

- 43.4 Where an owner leases a strata lot in contravention of bylaw 43.3, the owner shall be subject to a fine of \$200.00 and the strata corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or Court injunction to enforce the bylaw. Any legal costs incurred by the strata corporation in enforcing the rental restriction bylaws shall be the responsibility of the contravening owner and shall be recoverable from the owner on a solicitor and own client basis by the strata corporation.
- 43.5 For the purpose of these Bylaws, "lease" or "leased" shall include any agreement whatsoever, whether written or oral, express or implied, predetermined expiry date or not, between an owner and another person, firm or corporation respecting possession and/or occupancy of a strata lot, including a month-to-month tenancy.

VISITORS AND CHILDREN

44. Children and supervision

- 44.1 Residents are responsible for the conduct of visitors including ensuring that noise is kept at a level, in the sole determination of a majority of the council, that will not disturb the rights of quiet enjoyment of others.
- 44.2 Residents are responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a level, in the sole determination of a majority of the council, that will not disturb the quiet enjoyment of others.
- 44.3 Children may not play in the common areas of the building.

MISCELLANEOUS

45. Miscellaneous

- 45.1 A resident or visitor must not use or store barbecues on common property, including limited common property.
- 45.2 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.
- 45.3 A resident or visitor must not wear or use, as the case may be, inline skates, bicycles, scooters or skateboards ANYWHERE in the building, including a strata lot.
- 45.4 A resident must not permit any person to play or loiter in the garden areas, on common property or on land that is a common asset, unless such common property or common asset is a playground.
- 45.5 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle.
- 45.6 A resident must not solicit or pass out, erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot.

- 45.7 A resident may post notices on the designated bulletin board, subject to being removed by the council if deemed inappropriate or posted for in excess of one week.
- 45.8 A resident must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.
- 45.9 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.
- 45.10 A resident must not install window coverings, other than vertical blinds, venetian blinds, roller blinds or drapes, in the neutral shade closely matching that of the vertical blinds installed by the developer at the time of construction. A resident must ensure that no air conditioning units, laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- 45.11 A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, the placing of items on the limited common property balconies or patio areas shall be limited to free standing, self contained planter boxes or containers, summer furniture and accessories.
- 45.12 A resident must ensure that Christmas lights are installed after December 1st of the year approaching Christmas and removed before January 15th of the year following Christmas.
- 45.13 A resident must not install any enclosures, awnings, satellite dishes, radio or television antenna, or landscaping or make any changes thereto on any balcony, except with the prior written approval of the Strata Council, which approval shall not be unreasonably withheld or delayed.
- 45.14 A resident must not bring onto or store anything in a strata lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy.
- 45.15 A resident must ensure no material substances including burning material such as cigarettes or matches are thrown or allowed to fall out from windows, doors, or balconies of the strata lot or other common property.
- 45.16 A resident must ensure no cigarettes or cigar butts are left on common property other than in the ashtrays provided.
- 45.17 Only artificial Christmas trees are permitted in suites.

46. Smoking

- 46.1 Smoking of any substance, by any manner is prohibited:
- (a) in a strata lot;
 - (b) on common property, including but not limited to hallways, parking garages, electrical and mechanical rooms, stairs, storage locker areas, and exterior areas;
 - (c) on limited common property patios; and
 - (d) within six meters of a door, window or air intake
- 46.2 All persons, including but not limited to owners, tenants, occupants and visitors must comply with this bylaw; all owners, tenants and occupants must still comply with all applicable legislation and are still subject to the common law of nuisance as well as all other bylaws, including but not limited to those about causing a nuisance or hazard to another person and unreasonably interfering with the rights of another person to use and enjoy the common property, common assets or another strata lot.

47. Key Fobs and Video Surveillance

- 47.1 For the security of the residents of the Strata Corporation, commonly referred to as the Palisades, a key fob access system and video surveillance is used.
- 47.2 A key fob access system was installed by the developer and was part of the initial building design 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 is to provide Owners, Tenants and occupants of the complex with secure access to their strata lots and to common areas in the building. The 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, or verbal request in an emergency.
- 47.3 The key fob access system monitors access to the main lobby of the buildings, the floor of a resident's strata lot, the garage access gates and all levels of the parkade.
- 47.4 Video cameras were installed by the developer and were part of the initial design of security for the building and the Strata Corporation continues to use this system and may make changes to it from time to time ("Video Surveillance System"). The use of the Video Surveillance System is hereby formally approved by the Owners.

The purpose of the Video Surveillance System is 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 certain buildings as well as information regarding the use of several interior common property areas. The Video Surveillance System monitors and records 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.

- 47.5 At the time of filing this bylaw, the areas of the complex that are presently under video surveillance are the lobbies, parkade entrance and exit, recycling area, meeting rooms, loading area, mail room, east gym and bike storage in visitor parking.
- 47.6 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.
- 47.7 An owner, tenant, occupant or visitor must not do anything to damage or interfere with the Key Fob System and/or the Video Surveillance System, or any part of either system.
- 47.8 In installing and/or maintaining the Key Fob System and the Video Surveillance System, the strata corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The strata corporation is not responsible or liable to any owner, tenant, occupant or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems,
- 47.9 The fact that areas are under video surveillance will be disclosed on signage in the areas under surveillance. The signage will also provide information on how to contact the Strata Corporation's privacy officer(s).
- 47.10 Further information on the collection, use and disclosure of personal information can be obtained by reviewing the Strata Corporation's Privacy Policy.