

STRATA CORPORATION BCS 2202

OLD YALE HEIGHTS

33960 Old Yale Road,
Abbotsford BC V2S 2J9

BYLAWS

Approved May 24, 2016

These Bylaws are for the protection of your investment and your living comfort at Old Yale Heights and can be reviewed at a properly convened general meeting of the Owners of Strata Corporation BCS 2202

**Bylaws to remain with
suite when sold**

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

1. Payment of Strata Fees: (AGM 2013)

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) An owner shall indemnify the Strata Corporation on a solicitor and client basis for all legal fees, taxes and disbursements incurred by the Strata Corporation in collecting overdue strata fees and special levies.
- (3) 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.
- (4) An owner will be charged \$50.00 for every payment that is not honored by the bank, (e.g. NSF cheques and pre-authorized payments).

2. Repair and Maintenance of Property by Owner:

- (1)
 - (a) 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.
 - (b) An owner is responsible to keep such articles as dishwashers, washing machines, dryers, kitchen and bathroom faucets and drains, toilets, and other fixtures and appliances in good condition.
- (2)
 - (a) 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.
 - (b) An owner is responsible for the day-to-day maintenance of limited common property (balconies and patios). This includes responsibility to repair vinyl decking immediately, if it is torn or burnt, to prevent damage to the structure, as well as ensuring that seams in vinyl decking are sealed.

3. Use of Property:

- (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
 - (a) Causes a nuisance or hazard to another person.
 - (b) Causes unreasonable noise.
 - (c) Unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot.
 - (d) Is illegal, or
 - (e) Is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these Bylaws or insure under section 149 of the Act.

- (3) An owner, tenant, occupant 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.
- (4) An owner, tenant or occupant 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 cat.
 - (e) No Dogs permitted within a Strata lot or on Common or limited Common property.
 - (f) No exotic pets or reptiles to be kept within a Strata Lot.
 - (g) Any owner or resident as of record May 22, 2008 that has a dog, the dog may continue to reside within the unit until such time as the owner or tenant no longer resides within the unit or the Dog is no longer residing within the unit.
- (5) **An Owner, Tenant 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 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 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 C.S.A. approved and 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, and in addition shall have a fully charged A.B.C. fire extinguisher readily accessible within their strata lot.
 - (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 which will result in the waste or excessive consumption of the building's 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 lot pursuant to these Bylaws and the rules made hereunder, which pet shall be fed only in a strata lot.

- (l) Install any window coverings, visible from the exterior of his strata lot, which are 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 buildings 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, screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council.
- (o) Erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna, satellite dish, or similar structure or appurtenance thereto.
- (p) Place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot.
- (q) 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 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.
- (r) Give 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.
- (s) Bring into the building or any strata lot a live Christmas tree (either potted or cut). Due to the higher risk of a fire combined with the mess that live trees create in the hallways. Artificial trees only are permitted.
- (t) Drink or walk around the complex with any opened alcohol while on the Common Property.

4. Inform Strata Corporation:

- (1) Within 2 weeks of becoming an owner, an owner must inform the Strata Corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name.

5. Obtain Approval before Altering a Strata Lot:

- (1) An owner must obtain the written approval of the Strata Corporation before making an alteration to a Strata Lot that involves any of the following:
 - (a) The structure of a building.
 - (b) The exterior of a building.
 - (c) Chimneys, stairs, balconies or other things attached to the exterior of a building.

- (d) Doors, windows or skylights 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.
- (2) The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
 - (3) This section does not apply to a strata lot in a bare land strata plan.

6. Obtain Approval before Altering Common Property:

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

7. Permit Entry to Strata Lot:

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot:
 - (a) In an emergency, without notice, to ensure safety or prevent significant loss or damage.
 - (b) At a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these Bylaws or insure under section 149 of the Act.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

Division 2 — Powers and Duties of Strata Corporation

8. Repair and Maintenance of Property by Strata Corporation:

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) Chimneys, stairs, balconies and other things attached to the exterior of a building.
 - (D) Doors, windows and skylights on the exterior of a building or that front on the common property.

- (E) Fences, railings and similar structures that enclose patios, balconies and yards;
- (F) A strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
 - (i) The structure of a building.
 - (ii) The exterior of a building.
 - (iii) Chimneys, stairs, balconies and other things attached to the exterior of a building.
 - (iv) Doors, windows and skylights on the exterior of a building or that front on the common property.
 - (v) Fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 – Council

9. Council Size:

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

10. Council Members' Terms:

- (1) The term of office of a council member ends 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 reelection.

11. Removing Council Member:

- (1) Unless all the owners are on the council, the Strata Corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the Strata Corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- (3) No person may stand for council or continue to be on council with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot under the Act

12. Replacing Council Member:

- (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new council by

complying with the provisions of the Act, the regulations and the Bylaws respecting the calling and holding of meetings.

13. Officers:

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

14. Calling Council Meetings:

- (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.
 - (b) The meeting is required to deal with an emergency situation and all council members either:
 - (i) Consent in advance of the meeting.
 - (ii) Are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

15. Requisition of Council Hearing:

- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

16. Quorum of Council:

- (1) A quorum of the council is:
 - (a) 1, if the council consists of one member.
 - (b) 2, if the council consists of 2, 3 or 4 members.
 - (c) 3, if the council consists of 5 or 6 members.
 - (d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

17. Council Meetings:

- (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) 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.

18. Voting at Council Meetings:

- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the President may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

19. Council to Inform Owners of Minutes:

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

20. Delegation of Council's Powers and Duties:

- (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.
 - (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.
 - (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.
 - (c) Whether a person should be denied access to a recreational facility.

21. Spending Restrictions:

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

22. Limitation on Liability of Council Member:

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

Division 4 — Enforcement of Bylaws and Rules

23. Maximum Fine:

The Strata Corporation may fine an owner or tenant a maximum of:

- (a) \$200.00 for each contravention of a Bylaw, and
- (b) \$50.00 for each contravention of a Rule.

24. Continuing Contravention:

If an activity or lack of activity that constitutes a contravention of a Bylaw or Rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 — Annual and Special General Meetings

25. Person to Chair Meeting:

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

26. Participation by other than eligible voters

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

27. Voting:

- (1) At an Annual or Special General Meeting, voting cards must be issued to eligible voters.
- (2) At an Annual or Special General Meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the Minutes of the Meeting.
- (5) If there is a tie vote at an Annual or Special General Meeting, the President, or, if the President is absent or unable or unwilling to vote, the Vice-President may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the Strata Corporation is entitled to register a lien against that strata lot.

28. Order of Business:

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.

29. Quorum:

- (1) Business must not be conducted at an Annual or Special General Meeting unless a quorum is present.
- (2) Subject to this Bylaw a quorum for an Annual or Special General Meeting is:
 - a) Eligible voters holding 1/3 of the Strata Corporation's votes, present in person or by proxy.

- b) If within 30 minutes from the time appointed for an Annual or Special General Meeting a quorum as described in 25A (2) (a) is not present, the eligible voters present in person or by proxy will constitute a quorum.

Division 6 — Voluntary Dispute Resolution

30. Voluntary Dispute Resolution:

- (1) A dispute among owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
 - (a) All the parties to the dispute consent.
 - (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.
 - (b) Any number of persons consented to, or chosen by a method that is consented to by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 — Marketing Activities by Owner Developer

31. Display Lot:

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

32. Insurance Claims

- (1) If damage occurs to a strata lot, another strata lot, or to common or limited common property, and the source of the damage is totally from within a strata lot, whether caused by accident, misadventure or other mishap, whether caused by the owner, any other occupant, tenant, visitor to the unit, or any fixture or appliance within the unit, and the cost to repair is less than the insurance deductible, had a claim been made, the owner of the unit from which the cause of damage originated, and not the strata, is responsible for the cost of repairs, because no insurance claim has been made in keeping with Section 158(1) of the Act. If the cost of the repairs is more than the insurance deductible, an insurance claim will be made and, notwithstanding Section 158 of the Act, the owner of the unit from which the cause of damage originated, will be responsible for the insurance deductible.
- (2) For the purpose of this Bylaw, any costs for which a strata lot owner is responsible shall be considered as an expense chargeable to the owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.

- (3) Should an owner fail to reimburse the Strata Corporation for a cost for which the owner is held responsible, the Strata Corporation may, at their discretion, proceed to court action, and if the courts find in favor of the Strata Corporation, the unit owner will be liable for all costs associated with the Court action, including reimbursement to council members for their time and costs associated with lost time at their place of employment, and the costs of the Strata Property Agent for time, travel and associated charges.

33. Air Conditioner:

- (1) Owners wishing to install air conditioners must receive written permission from the council and comply with the following conditions:
 - a) Air conditioners may be placed in existing "openings" such as windows. No openings may be created without the prior written approval of the Strata Council.
 - b) All units must be properly installed. No freestanding units are permitted on limited common property.
- (2) The council may decline air conditioner requests if they are to be installed in an unacceptable location.
- (3) Air conditioners must meet the following criteria:
 - a) A/C unit specifications must be CSA approved with single phase power source of 115 volts - 60 Hz.
 - b) Cooling capacity - Maximum 10,000 BTU.
 - c) Power input - Maximum 1,030 Watts.
 - d) Running current - Maximum 9.2 Amps.
 - e) Weight - Maximum 100 pounds.
 - f) Color - standard beige.
 - g) Low noise level.
 - h) High evaporation efficiency.
- (4) An owner is responsible for any damage caused by installation or operation of an air conditioning unit. All repairs are at the owner's expense. If the strata pay for any repairs, the cost shall be added to and become a part of the assessment of that owner for the month next following upon the date on which the cost was incurred, and shall become due and payable on the date of payment of the monthly assessment.

34. Window Film:

Window film may be installed on the inside of a window and must be silver in colour. Written permission must be obtained from the council before the film is installed.

35. Moving In/Out Procedures:

- (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.
- (2) An owner must provide notice to the Strata Corporation via the Resident Caretaker or Strata Agent at least 7 days prior to a Move in/out and of all moving arrangements at least 48 hours before the moving date. All moves must take place between 8:00am and 8:00pm:
 - a) Before a tenant moves into any Strata lot, the owner shall deliver or cause to be delivered to the Strata Corporation a "Form K" – Notice of Tenant's

Responsibilities in the form set out in the Strata Property Act signed by the tenant.

- b) A resident using the elevator during a move must ensure that the ELEVATOR SERVICE KEY is used to control the elevator and the doors are not jammed open in any manner.
 - c) 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.
 - d) 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.
 - e) The unit owner is subject to pay a non-refundable move in fee of \$100.00, to be used to defray the costs of wear and tear to the building. This fee will be added to the unit owners Strata Lot account.
 - f) The Strata Corporation is entitled to impose a fine in accordance with these Bylaws for a contravention of this Bylaw, and may impose such fine for a continuing contravention every seven days.
- (3) There will be an inspection done by a Council Member or a designate of the Strata within 24 hours of the move in/out to see if damages are done by the move in/out and if there are any damages done to the (Limited) Common Property, any/all costs will be assessed to the Strata Lot.

36. Garbage:

- (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.
- (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.

37. Right of Way:

The Owners, Strata Corporation BCS 2202 direct the Strata Corporation on behalf of the Owners to deal with the "Statutory Right of Way" in favour of the City of Abbotsford over the Common Property, Strata Plan BCS 2202 for storm water management purposes."

38. Storage Lockers:

All lockers must be registered with the onsite Caretaker/Strata Council/ Strata Agent. The lockers are one per unit as per the disclosure statement from the Developer. All items are stored at the owners risk and the Strata Corporation is not responsible for any lost or stolen items. Any damage to the lockers themselves whether intentional or otherwise must be repaired at the unit owners expense or the Strata will repair and charge the costs back to the unit owner.

39. Amenities Room Rental: (AGM 2015)

Amenities Room – Rules of use \$30.00 per use to a maximum of 12hr. Must abide by the Bylaws and clean up after each use. Any mess left will be cleaned up at a cost determined by Council from time to time. Proper form must be filled out and signed.

40. Parking:

Be it resolved by the owners BCS 2202 Old Yale Heights that the following Parking Bylaw be added:

- 1) An owner, occupant, or tenant must use parking stalls only for parking of licensed and insured motor vehicles, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item.
- 2) Any owner, occupant, tenant, or visitor that leaves any item anywhere on or in the common property, or on any limited common property, does so at his/her own risk subject to any claim that may properly be made under any insurance policy maintained by the Strata Corporation.
- 3) An owner, occupant or tenant shall not allow any motor vehicle, recreational vehicle, boat or trailer to be stored in the parking area without prior consent in writing from the council. The owner shall provide council with proof of "Liability and Physical Damage Insurance" coverage for the total period of storage in the amount of not less than One Million dollars (\$1,000,000.00). Violation of these Bylaws may result in a vehicle being towed off the property at the owner's risk and expense.
- 4) An owner, occupant or tenant shall not park or allow to be parked, any motor vehicle in the parkade, or anywhere except in the space specifically designated to his/her own strata lot, except when a private arrangement is made in writing between two owners of strata lots. A copy of such arrangement shall be forwarded to Council for approval before becoming effective.
- 5) An owner, occupant or tenant shall not park his/her vehicle at any time in the "Visitor" parking spaces. Please note that Visitor Parking is for visitors only. A Strata Lot Owner may be fined and the owner of the vehicle may be ticketed and or towed. No visiting vehicle may park in Visitor Parking more than 3 days within a 7-day period. Please be advised that a resident in possession of a vehicle other than their own is still required to park in their assigned parking stall in the parkade. A visitor Parking pass must be displayed within your visitor's vehicle within 15 min. of them being in the Visitor Parking area or potential fines and or towing may ensue to the vehicle and or unit owner. Council may designate and rent for a fee on a monthly basis parking stalls in the outdoor visitor area. The number of stalls and fees shall be determined by council. This is specifically to deal with the demand for additional resident parking.
- 6) Designated "Handicap" parking stalls are to be used by vehicles displaying a valid "Handicap" permit hung from the rear view mirror support.
- 7) An owner, occupant, tenant or visitor shall not carry out any oil changes, major repairs or adjustments to motor vehicles, boats or other mechanical equipment on common property or any limited common property, except in the case of an emergency.
- 8) An owner, occupant or tenant must promptly and at his/her own expense, clean up any oil or other substance, which spills or leaks onto the common or limited common property.
- 9) An owner, occupant, tenant or visitor shall not park, or allow to be parked, any

- vehicle in any area designated or marked as a "Fire Lane" or "Tow-away Zone".
- 10) Bicycles are not permitted in elevators, hallways and any other common areas. No bicycles are to be kept on balconies or patios, but shall be stored within the strata lot or storage locker or in the underground storage area allocated to bicycles.
 - 11) Written notice is not required to tow in the event of a person parking in a reserved parking stall that has been assigned to the Resident.
 - 12) The parking areas, walkways and parking/garage ramp shall not be used as a recreational area for skate-boarding, in-line skating or bicycling.
 - 13) The owner, occupant or tenant who caused or permitted the infraction of these Bylaws shall indemnify the Strata Corporation and save it harmless from and against all costs incurred by the Strata Corporation, including legal costs, towing costs and any other reasonable costs incurred.
 - 14) Garage Door openers are available for a charge of \$50.00 for replacement only.
 - 15) All owner/tenants are responsible for their guests parking.
 - 16) All owner/tenants or occupant violating this bylaw is subject to a fine and or towing from the property

42. Smoking:

In accordance with the law of British Columbia there will be no smoking on any Common or Limited Common property within the Strata Complex. This includes balconies and underground parking areas. This will be presented as a Strata Bylaw to comply with Provincial law and the 3m "Buffer Zone".

43. Real Estate Signs/Lock Boxes:

- a) There shall be no lock boxes affixed to any part of the Common or Limited Common Property or a Strata Lot.
- b) Real Estate signs may be hung on the Realtor hook for advertising purposes of selling a Strata lot at a cost of \$100.00 per Strata lot for sale per Realtor. Signs may be kept for a maximum of 60 days per Strata Lot. (AGM 2010)

44. Fire Inspection Access:

All units must be accessed for the annual fire inspection. Notice will be given within the minutes and signs around the building. Any unit missed will be assessed the cost of them coming back to re-inspect and will also be subject to a fine.

45. Exit Doors:

The exit doors from the parkade west end be for emergency exit only and must not be used otherwise.

46. Enterphone:

The enterphone may not be programmed for long distance phone numbers. Numbers must be local numbers only. The enterphone works by dialing a phone number as opposed to ringing within the unit.

47. Security Monitoring: (2010 AGM)

- 1) To ensure the safety and security of its owners, occupants and visitors, Strata Plan BCS 2202, Old Yale Heights, uses video surveillance and key fobs. All video

- footage and fob records will be used only for law enforcement and the enforcement of the Strata's Bylaws, which relate to safety and security.
- 2) Surveillance cameras are installed in common areas of the building. These cameras record 24 hours a day.
 - 3) Fob devices are provided to owners and residents so that they may access specific areas of the building.
 - 4) Data from the surveillance cameras and fob usage records are collected and stored on a secure recording device.
 - 5) Data and records are kept for up to 30 days from the date recorded, but this period may be extended if information is required for Law, or Bylaw enforcement.
 - 6) The personal information of owners, occupants and visitors contained in video footage or fob records, will only be disclosed:
 - (a) To the Strata's Council members, the Caretaker and Management.
 - (b) To Law enforcement; and
 - (c) To owners, occupants or visitors involved or affected by an incident who make an access request to the Strata Council, specifying dates and times.
 - 7) The Strata Corporation makes no representations or guarantees that the video surveillance or fob keys will be operational at all times, and is, therefore, not liable or otherwise responsible for personal security or personal property in a monitored area, in the event the video surveillance or fob key system fails to operate.

48. Small Claims

Pursuant to Section 171 of the Strata Property Act, the Council, on behalf of the Strata Corporation, may commence a proceeding under the Small Claims Act against an Owner or other person to collect money owing to the Strata Corporation without further authorization from the Strata Corporation. The Council may commence the proceedings to collect monies owing to the Strata Corporation for any reason, including but not limited to monies owing by an Owner or tenant for a fine or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim. The Council has full authority to negotiate a settlement or discontinue or dismiss the action.

The End