

**WELCOME TO YOUR NEW HOME
AT
THE VENUS
STRATA PLAN LMS 3963**



An information booklet prepared by
Your property management company

BAYWEST MANAGEMENT CORPORATION
#301 – 1195 WEST BROADWAY, VANCOUVER, BC, V6H 3X5



DEVELOPMENT INFORMATION

Website: venusongeorgia.com

NAME: "The Venus"

ADDRESS: 1239 West Georgia Street, Vancouver, BC V6E 4RB

STRATA PLAN: LMS3963

24 hr. Security / Concierge Service: 778-888-1185

Resident Managers: Vic & Aneta Hondru
Office: 604-408-1419 Cell: 604-307-4704

MANAGING AGENTS: BAYWEST MANAGEMENT CORPORATION
301 – 1195 West Broadway
Vancouver, BC V6H 3X5
Phone: 604-257-0325
Fax 604-592-3950

RECREATION AND OTHER FACILITIES:

- Ballroom
- Business Centre
- Exercise Room - tag required
- Guest Suites
- Indoor Swimming Pool - tag required
- Media Room
- Party Room
- Visitor Parking - green tag required (1 per strata lot)

NOTE: Guest tag (2 per strata lot - Burgundy)
Resident tag (2 per strata lot - Black)
Replacement cost for tag: \$15 each

ENCLOSURES:

Memos – regarding important items

Owner / Tenant Info Form - new residents must return a copy.

Pet Registration Form - residents must return a copy if keeping pet.

Form K - landlords must return a copy if renting their suites.

Recycling Information

Bylaws and Rules

MEMORANDUM

TO: Owners & Residents of "The Venus"

RE: Important Maintenance Items

Council would like to inform owners of the following items that require residents' attention and maintenance.

Dryer vent cleaning

- As the usage of the dryer varies and the cleaning of the dryer vents is an insuite maintenance, Council decided that it is an owner's responsibility for the annual maintenance of the dryer vents. Please note that:
- Dryer vents should be cleaned every year to prevent lint blockage and to keep dryers working efficiently.
- Water stains on your wall or ceiling may appear as the lint that builds up in the duct blocks the dryer vent and keeps water condensation in the duct.
- If a dryer vent is blocked, the dryer will not work properly resulting in the motor of your dryer overheating or catching on fire.

Air-Vac Services Canada can provide the dryer vents cleaning service. Their number is 604-879-0668.

Fireplace maintenance

It is the owner's responsibility to ensure that the fireplace is in good working order. An annual check is highly recommended. Fireplace Unlimited can provide such service. Their number is 604-599-4333.

Whirlpool washing machine

Recently, a whirlpool washing machine overflowed causing water damage to several suites. Please ensure that your machine is in proper working order. We recommend that you not leave your suite while your machine is in use. If you have any concerns, please contact Whirlpool service department at 1-800-807-6777.

Insuite water shut offs

Owners and residents are urged to find out the location of various water shut offs in their suites to mitigate any water damages that may arise. Generally, the locations of the shut-offs are located in the area as noted below.

- Sink - underneath the counter
- Toilets - underneath the toilet bowl
- Shut off for suite - behind a plastic over on the wall. The cover can either be found in the closet, bathroom or the insuite storeroom.

Thank you for your attention.

Yours truly,
On Behalf of Owners of Strata Plan LMS3963

Esthel Issa
Strata Manager
Direct line: 604-714-1544
Email: eissa@baywest.ca

Building Maintenance and Safety Update

The new electronic access system designed to ensure the physical safety of Venus residents, as well as improve convenience, is now operational. Supplementary work, including upgrading of the enterphone system, will be completed over the next few weeks. The annual checking of the Venus smoke detector and fire alarm system has also been completed.

In addition, Strata Council recently commissioned a building envelope maintenance review to assess the condition of the Venus building and to identify maintenance and renewal work needed to enhance the long term performance of the exterior materials and systems. Action has been initiated by the Strata Manager and Council on issues that require attention. However, the review has also highlighted issues that require attention by individual owners or residents, to complement maintenance work carried out by contractors engaged by the Strata.

Balconies

Residents should regularly clean the surface of their balcony, checking the condition of the concrete coating for any cracks, blisters, cuts or burns. Plants and planters should be kept from direct contact with balcony surfaces, as they tend to retain moisture and increase the rate of deterioration. Mats that hold water can increase the growth of mold or mildew on the deck surface. If mats, carpets or other coverings are used, it is important for owners to inspect the balcony surface beneath mats or carpets on a regular basis. Mats that are open or breathable are less likely to facilitate organic growth.

Fireplace Cleaning and Adjustment

Black stains present above fireplace vents are typically an indication that the fireplace needs adjustment. Council recommends that residents have their gas fireplaces cleaned and inspected by a certified professional at least once every two years (many gas fireplace manufacturers recommend this be done annually).

Roof Decks

Residents should clean and inspect the roof deck areas regularly. Plants and other organic materials should be removed from between pavers and at deck perimeters. Efflorescence (a whitish deposit that is created by salts in the cement being carried to the surface by migrating water) in patio pavers is an expected, temporary occurrence, and as such, should generally be left alone. It most commonly occurs in fall and winter months when pavers stay damp for extended periods. Efflorescence can often be removed with water and scrubbing. DO NOT use an acid wash on the patio stones as this can damage the rigid insulation and membrane below.

Windows

Residents should check their windows on a regular basis looking for things such as fogging between glazing panes, moisture or air leaks and report any problems to Council or the Resident Manager. Window hardware should be checked on a regular basis, to ensure proper function.

Other

Please report any damage to the Venus building and facilities or maintenance issues promptly to Council via the Strata mailbox in the front lobby or the Resident Manager to allow timely corrective action.

Carbon Monoxide (CO) Detectors

To complement the Venus smoke detector and fire alarm system, Council recommends that residents purchase and install least one carbon monoxide (CO) detector in your unit near bedrooms as an additional safety precaution. Smoke detectors detect the smoke generated by flaming or smoldering fires but do not detect the presence of CO. CO is a colourless and odourless gas and is a common by-product of the combustion (burning) of fossil fuels including natural gas. Most fuel-burning equipment, if properly installed and maintained, produces little CO (see Fireplace Cleaning). But if anything disrupts the venting process or results in a shortage of oxygen to the burner, CO concentrations can quickly rise to dangerous levels.

CO is the leading cause of poisoning death in North America. CO is often referred to as the "silent killer" because it is virtually undetectable without using CO detection devices. CO is harmful because it rapidly accumulates in the blood, depleting the ability of blood to carry oxygen, and causing the nervous system and heart to shut down. The young, elderly, people with heart disease and those taking medication or who are under the influence of drugs or alcohol may be particularly susceptible to CO poisoning. Symptoms of mild CO poisoning include flu-like symptoms such as headache, running nose, sore eyes, etc. As exposure increases, symptoms include drowsiness, dizziness, and vomiting. Disorientation and confusion may make it difficult for some victims to make rational decisions like leaving the home or calling for assistance. Extreme CO exposure causes unconsciousness, brain damage, and death.

CO detectors are readily available from hardware and department stores or on-line shopping sites. The most convenient CO detectors for apartment use may be models that plug into standard wall outlets with a digital display and battery back-up. When purchasing a CO detector, look for a detector that meets the Canadian Standards Association (CSA) or UL standard. Do not connect plug-in units to an electrical outlet that is controlled by a wall switch and replace detectors every five years, unless the manufacturer specifies a shorter or longer life.

Please help us to ensure that the Venus remains a safe and attractive home for all of us. Thank you.

Strata Council

Strata Council recently commissioned a review of internal water and piping systems to assess their condition and identify any systemic problems that might require attention. Appropriate follow-up action has been initiated by the Strata Manager and Council. The review also highlighted issues that require the attention and cooperation of individual owners or residents.

Washing Machines

Leaks and overflows from washing machines have been a frequent cause of flooding in the Venus. Residents should check connections and couplings regularly for leakage. Inflow and drainage hoses can deteriorate with age. Hoses that begin to become brittle or show cracks should be replaced. Even a small amount of water can cause extensive – and expensive – damage. NEVER leave a running washing machine unattended.

USE LESS DETERGENT -- Overuse of detergents causes excessive amounts of soap suds to be released into the drainage system (and eventually to city wastewater treatment plants), as well as leaving a soapy residue to discolour clothes and irritate skin. Because the city water supply comes from snowmelt and surface water sources in the mountains, Vancouver has the softest water (i.e., water with the lowest amount of dissolved calcium and magnesium) in Canada – a small fraction of the average of other Canadian cities. Soft water needs far less detergent to generate suds and to clean clothes. The amount of detergent recommended by manufacturers is based upon average or moderate water hardness, and is generally much greater than needed for Vancouver water. The Greater Vancouver Regional District recommends beginning with just *half* the manufacturer recommended amounts and adjusting if necessary.

Reduced detergent use means less money spent, and clothes look and feel cleaner due to less detergent residue. Washing machines operate more effectively and efficiently. Waste water treatment plants don't have to process excessive amounts of suds (surfactants) in wastewater, making the plant more effective. And fewer surfactants finding their way into the ecosystem have long-term environmental benefits.

Dryer Vents

Residents should clean exterior dryer vent screens and have the dryer venting and ducting professionally cleaned regularly. A poorly maintained dryer vent can lead to moisture problems and staining of ceilings within the building. Where accessible, exterior vent covers should be vacuumed by residents quarterly, and professionally cleaned annually. Dryer lint traps should be cleaned regularly to help minimize the build up of lint in the ducts and avoid overheating.

Insurance Coverage

The Strata Property Act requires that each Strata Corporation obtain insurance covering common property and assets (furnishings, equipment or other items owned by the Strata Corporation). The Strata's insurance policy does not cover the contents of a strata lot, such as furnishings and other personal items belonging to the owner, tenant or occupier, or upgrades to a strata lot (including alterations and upgrades made by prior owners).

If an owner or resident is responsible for damage to common property or to other units (for example, by failing to adequately monitor or maintain laundry equipment or dishwashers resulting in water damage), the Strata will claim against you for the deductible (currently \$25,000) and the insurers of other strata lot owners may bring a claim against you for any amounts the insurer is required to pay to repair or replace damaged property in another suite.

It is important owners and residents are aware of their potential liabilities and ensure that their individual homeowner insurance provides adequate coverage and protection.

PROPER KITCHEN GARBURETOR USE & MAINTENANCE

1. Do **NOT** put fibrous or starchy items in the disposal. **Both can cause drain blockages and/or jam the motor**, (fibers get tangled, and starches get thick). Do **NOT** put in:

- o banana peels
- o stringy vegetables
- o celery
- o potato peelings
- o corn husks
- o onion skins
- o egg shells
- o rice (cooked or uncooked)
- o flour
- o cornmeal
- o bread
- o pasta

2. Do **NOT** put anything too hard in the garburetor as this will dull the shredder. If something's really hard put it in your trash can. Do **NOT** put in:

- o large or heavy bones (very small and soft ones are okay)
- o hard shells from shrimp, crabs and other shellfish
- o unpopped popcorn kernels

Also do the following to ensure proper maintenance:

1. Cut large items into smaller pieces.
2. Run **COLD** water while the disposal is on. **COLD** water keeps the motor, bearings and shredder assembly from overheating. It also lets the waste go down easier because the water is pushing it down. Do **NOT** use hot water, because it can melt fat and allow it to re-solidify as a blockage further down in the drain.
3. Throw some ice down once in a while. Ice knocks off any debris build-up on the sharp edges. Be sure to run cold water at the same time.
4. Clean regularly.
 - o With the garburetor **TURNED OFF**, clean the inner side of the rubber in the center of the sink leading to the disposal. It gets very dirty, and gives off an odor when not cleaned. Just wipe it with a paper towel.

NOTE: If any blockage is due to an owner and/or resident's improper use, the cost of any repairs and or damage is the responsibility of the owner and/or resident.

OWNER INFORMATION

BUILDING NAME: "The Venus"

STRATA PLAN: LMS3963

UNIT NUMBER: _____

OWNER INFORMATION

Owner's Name: _____

Property Address: _____

Mailing Address (if different from property address): _____

Home Phone: _____

Work Phone: _____

Cell #:

E-Mail Address: _____

EMERGENCY CONTACT INFORMATION

Contact's Name: _____

Home Phone: _____

Work Phone: _____

Cell #:

Do you live in the unit? YES NO

Do you rent out the unit? YES NO

NON RESIDENT OWNERS

If you rent your strata lot under the Bylaws of the Strata Corporation, you are required under Section 146 of the Strata Property Act to complete a Form K, Notice of Tenant's Responsibilities, and return it to the management company. If you require a Form K, please download one from our website at www.baywest.ca.

I hereby authorize **Strata Plan** _____ to collect, use and disclose my personal information set out above for purposes of identifying and communicating with me, processing payments, responding to emergencies, ensuring the orderly management of **Strata Plan** _____, and complying with legal requirements.

Signature _____

Date _____

Return to:

Baywest Management Corporation

Attn: Central Administration

13468 - 77th Avenue, Surrey, BC, V3W 6Y3

Fax Toll Free: 1-866-592-3635 / Email: admin@baywest.ca

PET REGISTRATION FORM – “The Venus”
Strata Plan LMS3963

As required by the bylaws of the Strata Corporation, owners / residents are required to file a Pet Registration form if they intend to keep pets in their units.
Please complete the form and return at your earliest convenience.

PET OWNER / RESIDENT INFORMATION

Name of Owner / Resident

Property Address: _____ Strata Lot #: _____

Home Phone: _____

Work Phone: _____

PET REGISTRATION:

Name of Pet: _____

Type of Pet: _____

Breed: _____

Colour: _____

Weight: _____

License no. of pet (if any): _____

I hereby authorize Strata Plan LMS3963 to collect, use and disclose my personal information set out above for purposes of identifying and communicating with me, responding to emergencies, ensuring the orderly management of Strata Plan LMS3963 and complying with legal requirements.

Signature: _____

Date: _____

Return to: Concierge or Building Manager

**Strata Property Act
Form K
NOTICE OF TENANT'S RESPONSIBILITIES
(Section 146)**

Re: Strata Lot ____ of Strata Plan _____ Unit # _____

Street Address of Strata Lot _____

Names(s) of tenant(s) _____

Tenancy Commencing: _____

Tenant Phone #: _____

IMPORTANT NOTICE TO TENANTS:

1. Under the Strata Property Act, a tenant in a strata corporation must comply with the bylaws and rules of the strata corporation that are in force from time to time (current bylaws and rules attached).
2. The current bylaws and rules may be changed by the strata corporation, and if they are changed, the tenant **must** comply with the changed bylaws and rules.
3. If a tenant or occupant of the strata lot, or a person visiting the tenant or admitted by the tenant for any reason, contravenes a bylaw or rule, the tenant is responsible and may be subject to penalties, including fines, denial of access to recreational facilities, and if the strata corporation incurs costs for remedying a contravention, payment of those costs.

Date: _____

Signature of Landlord, or Agent of Landlord

Address of landlord, or agent of landlord:

Signature of Tenant

Owner's Phone #: _____

Signature of Tenant

Return to:
Baywest Management Corporation
Attn: Central Administration
13468 77th Avenue, Surrey, B.C., V3W 6Y3
Fax Toll Free: 1-866-592-3635 / Email: admin@baywest.ca

Paper Products

Mixed Paper Products

Magazines
Cardboard

Junk Mail
Phone Books

Writing Paper
Envelopes

DO NOT INCLUDE

Waxed Paper
Milk Cartons

Drink Boxes
Pizza Boxes

Paper Towels
Plastic Bags

Newspapers

Do not bundle or tie. Leave newspapers loose

Newspaper
Newspaper inserts
TV Guides

DO NOT INCLUDE

Envelopes
Junk Mail

Phone Books
Magazines

String
Plastic Bags

Containers

Clean Containers only.

Plastic Bottles & Jugs

(Symbol



)

DO NOT INCLUDE

Paper
Aerosol Cans

Plastic Bags
Dishes

Other Plastics with these symbols:



**RULES
VENUS
STRATA PLAN LMS 3963**

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Incorporating additions and amendments to 5 October 2010

**RULES
VENUS
STRATA PLAN LMS 3963**

The following Rules shall be complied with at all times:

A. USE OF THE STRATA LOT:

1. The Strata Lot shall be used exclusively as a private dwelling home for one family which may include a live-in housekeeper or nurse.
2. No Strata Lot shall be used for any purpose which may be illegal or injurious to the reputation of the building or its owners.

B. DISTURBANCE OF RESIDENTS:

1. No wind chimes shall be installed on the exterior of any strata unit.
2. Apartment building patios balconies are not to be washed down with a hose at any time. Surface areas should be hand washed to avoid causing a spill over the sides.
3. Any hardwood floor installation must have a minimum of "54 decibel" reduction underlay. Advance notice must also be provided to the Strata Council for installation of hardwood floors
4. Any in-suite work, such as flooring changes, cabinet/counter work, etc., that can create noise or any other nuisance shall be limited to the following times;

Monday to Saturday: 8:00 a.m. to 6:00 p.m.

Sunday: noon to 5:00 p.m.

C. HAZARDS:

1. Smoking is not permitted in any of the indoor common areas, including the elevators and lobby.
2. Consumption of alcohol is not permitted in any of the indoor common areas, including the elevators and lobby (excluding Ballroom & Party room).
3. No Owner/Occupant shall do anything that will cause a safety hazard to the building and/or other residents including interfering with proper closure of fire doors by adjusting the door closure; by blocking doors open; and/or by encumbering the hallways, landings or stairways with boxes, rubbish and/or bicycle.
4. No Persons/Owner/Occupant/Visitor shall be allowed to play, use skateboard, ride bicycles, use roller blades/skates in the underground parking areas, common entrances, traffic circles or in front of any automatic gate, at any time.
5. No firearms or ammunition shall be kept within Strata Plan LMS 3963 without prior written approval from the Council.
6. Owner/Occupants will not permit explosives, combustible, flammable or offensive materials to be stored on their Strata Lot or on the Common Property.

7. No material, substances especially burning material such as cigarettes or matches shall be thrown out or permitted to fall out of any window or any other part of the strata lot or common property.

D CLEANLINESS:

1. All household refuse and garbage shall be removed from each strata lot. Only ordinary household refuse and garbage shall be deposited in the garbage compactor. Recyclable materials shall be deposited in the recycling containers in the garbage room. All boxes must be flattened. It is the responsibility of the residents to dispose of larger items away from the building.
 - a. Litter and garbage which is spilled or dropped from a Strata Lot will be the responsibility of the Owner/ Resident and must be tidied up by the Owner/Resident as soon as possible.
 - b. No garbage is to be thrown, left and/or deposited in the stairwells or fire exits.
 - c. No garbage is to be left outside strata lots or in the hallways on any flooring of the building.
2. No personal items such as shoes, toys, bicycles, door mats or walkers, etc. shall be left or stored in any common hallways, walkways, lobbies or landings at anytime. In addition to detracting from the overall appearance of the complex, these items also pose a safety hazard and are a breach of the fire code.
3. The Strata Council may from time to time prescribe rules for the maintenance of an acceptable standard of cleanliness and appearance in the Strata Plan.

E. VEHICLES & PARKING:

1. No vehicles shall park in a manner that will reduce the width of the garage, roadway, neighbour's parking spaces, stairwells and/or walkways. Vehicles found parked in this manner shall, without notice, be removed at the Owner's expense.
2. Residents shall not drive, or allow any other person to drive a vehicle in excess of 10 km/h on common property.
3. The visitor parking area is for visitors only. Residents' vehicles parked in this area may be towed away at residents risk and expense.
4. By order of the Fire Marshall no rugs or papers are to be placed under vehicles.
5. Studded tires are not allowed on common property. Additionally, tire chains are not to be installed on common property and must be removed prior to entering underground parking.
6. The rental fee of a parking stall of the strata corporation is \$ 100.00 per month (*effective 1 June 2010*).

F VISITOR PARKING STALLS:

1. Guest Parking in the designated visitor parking stalls shall be on first come, first served basis.
2. One parking permit is issued by the Strata Corporation must be placed on the dashboard of the visiting vehicle or hung from the rear-view mirror with the pass number visible. Otherwise, they

may be subject to towing at the Owner's own risk and expense. If your guest leaves with the permit, it is your responsibility to retrieve it.

3. Only one parking permit will be issued to each Strata Lot. Parking permits are the property of the Strata Corporation.
4. Residents will not be allowed to permit more than one visitor the ability to use the Visitor parking at any one time, due to the restricted number of stalls available.
5. Lost or stolen tags must be reported immediately to the Resident Manager and a charge of \$15.00 per parking permit (*effective 1 June 2010*) will be levied for a replacement of the lost or stolen parking permit. Lost or stolen permits will be voided from the system and the new permits will be activated.
6. The visitor parking stalls are intended for the exclusive use of individuals who are visiting a resident of LMS 3963 or by trades people who are providing a special service to the building. Any other use contravenes this rule.
7. Guests/visitors will not park a motor home, trailer, tractor, boat or equipment of any kind, except a motor vehicle, in a visitor parking stall.
8. Residents and guests who fail to comply with the bylaws and/or rules and regulations of the Corporation are subject to tow away of their vehicles at their own expense.
9. Guest parking shall be limited to a maximum duration of 12 hours. Any guest parking for more than 12 hours must advise the Concierge and obtain a Temporary or Extended Visitor Parking Permit. Any request for a period beyond two weeks (14 days) must be approved by the Corporation in advance.

G DAMAGE TO COMMON PROPERTY, ASSETS AND COMMON FACILITIES:

1. No Owner/Resident/Guest shall do or cause anything to be done on the Common Property likely to damage plants, bushes, flowers, lawns, lights and/or fountains. No chairs, tables or other objects shall be placed on the lawn that are likely to damage the lawn or prevent its reasonable growth.
2. No children are allowed to play in the hallways, elevators, lobby or any other enclosed common area of the Strata Plan.
3. No ball playing is allowed on the lawn.

H. MOVING IN / OUT

It will be the express responsibility of parties moving in or out to conform with the rules established for moving in or out.

1. Whenever possible, a minimum of 7 days' notice is required to be given to the Resident Manager, PRIOR to any move in/out.
2. Hours of move-ins and move-outs are restricted to between 9:00 a.m. and 5:00 p.m. every day of the week. Moves must be finished by the end time indicated herein and moving after that time will receive a fine of \$ 100.00 as allowed in the bylaw. A maximum of 3 hours are allowed for booking of a move. Any time over 3 hours requires prior approval from Council. (*Amended AGM 8 October 2009*)

3. Full instructions for the operation of the move will be given by the Concierge.
4. Owners will be responsible for any Occupant in their Strata Lot moving in or out of the building and will be responsible for any damage to Common Property.
5. Elevator pads must be installed to protect elevator walls for moving.
6. The Concierge on behalf of the Council and the moving party will make a before and after inspection of the area through which the moving will take place. If damage has occurred as a result of that move, the cost of repairs related shall be assessed to the individual Strata Lot Owner in addition to the move-in/move-out fee.
7. During the move, all lobby doors must remain closed and locked when unattended.
8. All moves in/out must be made through the rear entrance.
9. Residents and Owners are reminded to contact the Concierge in advance for the lock up of the elevator for moving of single item or furniture.

I. PET RESTRICTIONS

1. An Owner/Resident must keep his/her pet within his/her Strata Lot and under his/her control and under no circumstances are pets to be kept on Common Property or in Common Facilities except to enter and leave the premises.
2. No dogs are allowed in the main lobby unless they are carried. Otherwise, those dogs must enter and exit via the back lobby.
3. An Owner/Resident will not permit his/her pet to travel on Common Property unless the pet is leashed (leash must not be over six (6) feet in length) and under the Owner/Resident's control or his designates control.
4. An Owner/Resident shall discourage their pet(s) from excessively barking at all times.
5. Any Owner/Resident who wishes to register a complaint about any pet or its owner shall do so in writing to the Council. Complaints should be specific as to the violation, dates and times, and wherever possible, contain witness verification.
6. Any pet that attacks a resident, guest, employee or other pet will immediately be banned from the premises.

J. REVOCABILITY OF APPROVALS

Any consent, approval, or permission given under these Rules by the strata Council shall be revocable at any time after due notice.

K. RENTALS:

The Owner of the strata lot must submit a "Form K" signed by the tenant upon moving into the strata lot. Failure to provide a Form K will be subject to fines of \$ 50.00 per month as allowed in the bylaw.

L. RECREATION FACILITIES:

1. All Owners will comply with the Rules governing the use and enjoyment of the recreation areas. (See attached).
2. All facilities are for the use of the Owners and accompanying guests only.
3. Removal of chairs in the Meeting Room, Media Room and Ballroom is not allowed.
4. Hours: Meeting Room, Media Room & Ballroom: 9:00 a.m. to 11:00 p.m unless pre-approved by Council.
5. The Ballroom is to be used by residents and their guests only. No commercial activity is allowed.
6. Limit of Rental Period for Guest Suites
The rental of a guest suite is allowed a maximum of 7 consecutive days per strata lot per occasion. Extension beyond the time limit is subject to Council's approval with application.
7. The cost for the rental of banquet tables and chairs is \$10.00 per banquet table and \$ 5.00 per chair up to a maximum cost of \$ 30.00 in total.
8. When the Ballroom, Media Room or the Party Room is used by more than 6 guests per strata lot, it is deemed to be a booking. A booking fee will apply, even retroactively.
9. Rental of the Ballroom will be restricted to Venus residents aged 19 years or older. (*Ratified AGM 27 November 2008*)
10. There will be a \$25 non refundable cash deposit for all bookings of a guest suite. (*Added AGM 8 October 2009*)

M. GENERAL:

1. Car Wash
 - a. The car wash area is for use by residents only, between 7:00 a.m. and 10:00 p.m.
 - b. Residents are required to sign in with the Concierge for car wash and to inform the Concierge to close the overhead gate after the car wash is completed.
 - c. When a resident has finished washing a vehicle, the area must be left clean and in a tidy condition including:
 - d. Removal of all cleaning utensils such as rags, sponges, buckets, garbage, etc. Ashtrays may not be dumped in this area.
2. Christmas Trees

No cut Christmas trees are allowed to be transported in any part of the common areas, including stairwells, elevators, lobbies, and hallways.
3. Own Safety on Common Property

Residents and Guests are responsible to ensure their own safety on common property and without limiting the generality of the foregoing are responsible to ensure they have safe footing on wet, frosty or snow covered areas.

4. Hardwood Floor

Any hardwood floor installation must have a minimum of "54 decibel" reduction underlay. Advance notice must also be provided to the Strata Council for installation of hardwood floors.

5. Size of Notices Displayed

Size: 8 ½" by 11" or half of the stated size. All notices must be dated. The duration is one month. If required, the notice can be re-posted with a new date.

6. Smoking

There is no smoking permitted in any area of Common Property or Limited Common Property, including balconies and patios. (*Bylaw adopted 23 October 2006*)

7. In-Suite Work Hours

Any in-suite work, such as flooring changes, cabinet/counter work, etc., that can create noise or any other nuisance shall be limited to the following times;

Monday to Saturday: 8:00 a.m. to 6:00 p.m.

Sunday: noon to 5:00 p.m.

(*October 30, 2007*)

VENUS EXERCISE ROOM RULES

For the betterment, safety and enjoyment of all Residents, the following Rules apply to this area:

1. Use of this area for residents of Venus only and their Guests.
2. Resident and Visitor tags must be visibly worn at all times, all Visitors must be accompanied by a Resident.
3. Guests of residents residing in a suite may have the use of the Owners Tags in the absence of the Owner(s), after notice to the Management Office.
4. No smoking or drinking in this area.
5. Wearing of wet swimming apparel not permitted in this area.
6. Persons under the age of 16 are not permitted to use this area unless accompanied by an adult.
7. No animals permitted in this area.
8. Persons using this facility will ensure that the access door is locked at all times, and that all power and lighting is OFF when leaving the area.
9. Persons using this facility will not prolong use beyond a reasonable period of time if others are waiting. Additionally, shoes must be worn when using the equipment.
10. All equipment shall be restored to its original place when the facility is no longer in use.
11. Persons causing damage to this facility shall immediately advise the Resident Manager or the Managing Agents.
12. Persons noting a breach or abuse of this area shall immediately report such incident to the Resident Manager or Managing Agents, in writing, and signed by the complainant.
13. Persons noting normal wear and tear matters which require attention shall immediately report such items to the Resident Manager or Managing Agents.
14. HOURS: 5:00 a.m. – 11:00 p.m. (*Amended AGM 8 October 2009*)
15. Persons breaching the above Rules are subject to fine and/or removal of privileges of these facilities.
16. Music in the exercise room must be listened to by headphones only.
17. Use of the exercise equipment is limited to 30 minutes per session when other users are waiting in the exercise room.

PERSONS USING THIS FACILITY DO SO AT THEIR OWN RISK AND RELEASE AND INDEMNIFY THE STRATA CORPORATION AND THE MANAGING AGENTS FROM ANY AND ALL CLAIMS ARISING FROM THE USE OF THE FACILITY.

VENUS SWIMMING POOL JACUZZI SAUNA AND CHANGE ROOM RULES

In compliance with the Provincial Health Act, the following rules apply:

NO PERSON SHALL ENTER THESE POOLS WHO:

1. has not had a cleansing shower
2. is obviously ill
3. has open wounds or sores
4. is wearing a bandage
5. has sore or infected eyes; or
6. has discharging ears or nose
7. is not wearing clean or proper bathing attire (cut-offs are not permitted)
8. is intoxicated
9. has no swimming tag attached to swim wear (see Resident Manager if you do not have tags)
10. is under 16 years of age, unless accompanied by an adult

NO PERSONS SHALL IN THE POOL AREA:

1. consume food or alcoholic beverages or smoke
2. carry glass containers of any kind
3. push or run in pool area
4. swim alone unless over 16 years of age
5. swim other than within the given hours of use of the pool as posted
6. use balls or other playthings
7. behave in a boisterous or belligerent manner

**ACCIDENTS MUST BE REPORTED TO THE MANAGEMENT IMMEDIATELY
NO LIFE GUARD ON DUTY -- SWIM AT YOUR OWN RISK**

In compliance with the Rules adopted by the Strata Corporation, the following Rules also apply:

1. Use of these areas for residents of the Venus and their guests.
2. RESIDENT and VISITOR TAGS must be visibly worn at all times.
3. Residents must always accompany their guests when using these facilities.
4. A maximum of two guests per suite is allowed.
5. A guest of a resident, residing in a suite, may have the use of the RESIDENT TAG in the absence of the resident, after notice to the Management Office.
6. Swimming & Jacuzzi Pool/Sauna, Change Rooms
 - a) Swimming apparel shall not be worn outside of this area.
 - b) Proper swimming apparel shall be worn at all times (cut-offs are not considered proper swimming apparel). Bathing caps must be worn by persons with hair longer than shoulder length, unless firmly tied up.
7. No radios or sound reproductive equipment shall be permitted.
8. No pets permitted in this area.
9. A cleansing shower is to be taken within the recreation facilities before entering the swimming or jacuzzi pools and when leaving the sauna rooms to return to the pools.
10. Proper footwear shall be worn to and from suites, although no shoes are to be worn on the pool deck.
11. Persons noting wear and tear matters which require attention shall immediately report such items to the Resident Manager or Managing Agents.
12. Residents and guests shall at all times comply with the posted Rules within the swimming pool area. Persons using these facilities must respect the privacy and enjoyment of others.
13. Persons causing damage to these facilities shall immediately report such incidents to the Resident Manager, Security or Managing Agents.
14. Persons noting a breach or abuse of this area shall immediately report such incidents to the Resident Manager or Security, or in writing to the Council in care of the Managing Agents.
15. HOURS: 5:00 a.m. – 11:00 p.m. (*Amended AGM 8 October 2009*)

Note: For Health and Safety no one under the age of 16 years allowed to use the jacuzzi pool or sauna unless accompanied by a responsible adult.
16. Persons breaching the above Rules are subject to fine and/or removal of privileges of the facilities.

PERSONS USING THIS FACILITY DO SO AT THEIR OWN RISK AND RELEASE AND INDEMNIFY THE STRATA CORPORATION AND THE MANAGING AGENTS FROM ANY AND ALL CLAIMS ARISING FROM THE USE OF THE FACILITY.

VENUS RULES FOR BALLROOM/PARTY ROOM

(Adopted AGM 8 October 2009)

1. Only Venus residents aged 19 years or older shall be permitted to book the ballroom/party room and they are required to be there for the entire booking period. Residents are either resident owners of the strata lot or renters who are registered under "Form K". Renters are also required to receive written permission from the landlord of their strata lot to book the ballroom/party room for the date and time requested.
2. The ballroom and party rooms are available for booking seven days a week, between the hours of 10:00 a.m. and 11:00 p.m. for no longer than a four hour period.
3. All required licenses and permits must be obtained and available upon demand if alcohol is to be served while the room is in use. All alcohol must remain within the ballroom/party room at all times.
4. The resident booking the ballroom/party room will be responsible for all damages incurred to the room while in the resident's use. Any costs for repairing damage will be deducted from the deposit. If the damage repair costs exceed the deposit amount, the remainder will be charged directly to the owner of the strata lot.
5. The resident booking the ballroom/party room will be responsible for cleaning the ballroom/party room and clean up must be completed before the end of the four hour booking period.
6. The doors to the ballroom/party room must remain closed for the booking period.
7. Residents and guests are to enter and leave quietly and not loiter on Venus common property at any time prior, during, or after the booking period.
8. All Venus rules and bylaws must be observed at all times. The resident booking the ballroom/ party room will be responsible for any damages incurred by the guests.
9. The resident booking the ballroom/party room will be responsible for keeping the noise and music down to a level that does not disturb fellow residents within the lobby or within the strata units themselves.
10. The number of people within the ballroom/party room for the booking period shall not exceed 30.
11. Guests under the age of 16 must be accompanied by an adult and the resident booking the ballroom/party room will be responsible for ensuring that for every three children there will be one adult supervisor.
12. All existing damages within the ballroom/party room will be noted by the concierge and the resident booking the ballroom/party room at the beginning of the booking period and will be acknowledged by signatures from both the concierge and the resident. At the end of the booking period, the concierge and the resident booking the ballroom/party room will do a walk-through and ensure that any damages that have been incurred during the booking period are noted on the damage report and acknowledged by signatures from both the concierge and the resident.
13. Any breach of these rules may result in fines and/or immediate expulsion from the ballroom/ party room.

VENUS

Strata Plan – LMS 3963

BYLAWS

Incorporating additions and amendments to 5 October 2010

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Schedule "A"

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) After three months of non-payment, a lien will be placed on the strata lot involved at the owner's expense for the total monies owed without the need to have a $\frac{3}{4}$ vote. The owner is also responsible for payment of any legal fees and administrative expenses incurred.

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 must repair and maintain it; except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

Use of property

- 3 (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 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 11:00 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property except for one time extensions of common facility hours granted from time to time by the strata council;
 - (b) make, cause or produce undue noise, smell, smoke, 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 between the hours of 11:00 p.m. and 7:00 a.m. 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 electricity and such 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; *(Amended AGM 22 October 2002)*

(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 domestic water supply, natural gas 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 strata lot, which have a visible backing different in 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) 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;

(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, including but not limited to bicycles, 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; and

(r) give any keys, combinations, security cards, FOB's (clickers) 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) Unless authorized by the strata council, all strata units shall be restricted to a maximum number of residents. The maximum number of residents is calculated as follows:

- (i) 2 residents per studio unit,
- (ii) 2 residents for every bedroom in the strata unit
- (iii) 1 resident for every den in the strata unit

The strata corporation may fine an owner or tenant a maximum of \$200 for every resident over the maximum number and impose the fine for continuing contravention every 7 days.

(t) smoke in any area designated common property or limited common property. This includes parkade, lobbies, outdoor landscaped area garbage rooms, storage areas, guest suites, common rooms, stairwells and open balconies designated limited common property. *(Added AGM Oct. 18, 2007)*

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 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.

Obtain approval before altering a strata lot

5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:

- (a) the structure of a building;
- (b) the exterior of a building;
- (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
- (d) doors, windows or skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (ie. including, for example, adding security devices to the entrance door to a strata lot);
- (e) fences, railings or similar structures that enclose a patio, balcony or yard;
- (f) common property located within the boundaries of a strata lot;
- (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

(2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

(3) This section does not apply to a strata lot in a bare land strata plan.

(4) An owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.

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 insurance coverage relating to the alteration.

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 significant loss or damage, and
- (b) at a reasonable time, on at least 48 hours' written notice,
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under the Act,

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

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:

- (1) common assets of the strata corporation;
- (2) common property that has not been designated as limited common property;
- (3) limited common property, but the duty to repair and maintain it is restricted to

- (a) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
- (b) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property;
 - (v) fences, railings and similar structures that enclose patios, balconies and yards;

Division 3 -- Council

Council size

- 9 (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.

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 reelection.

Removing council member

- 11 (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.
- (4) All strata council members will agree to abide by the following code of conduct. Failure to do so will result in a request for resignation being issued by the council and may result in the removal of the offending council member by a resolution passed by a majority vote at an annual or special general meeting.
- (a) Council members must represent the interests of the entire ownership.
 - (b) Council members shall maintain the confidentiality of the details and dynamics of Council discussions, as well as those items designated as confidential.
 - (c) Regardless of their personal viewpoint, Council members shall not speak against, or in any way undermine Council solidarity once a Council decision has been made.
 - (d) Council members are expected to attend all Council meetings. Council members shall be prepared to commit sufficient time and energy to attend to Council business.
 - (e) Council members shall avoid, in fact and in perception, conflicts of interest and disclose to the Chair, in a timely manner, any possible conflicts.
 - (f) Council members' contributions to discussions and decision-making shall be positive and constructive.
 - (g) Council members' interactions in meetings shall be courteous, respectful and free of animosity.

- (h) Council members shall be prepared for meetings, having read pre-circulated material in advance of meeting.
- (i) The Management Company (or Strata Manager Agent) is responsible to the entire Council. Instructions to the Management Company (or Strata Manager Agent) shall flow through the President of the Council unless delegated by Council to another person.
- (j) Council members shall not attempt to exercise individual authority or undue influence over the Management Company (or Strata Manager Agent).

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.

(5) All council positions can only be held by (5) owners who are also residents of The Venus (*Added AGM 27 November 2008*)

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.

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

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

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

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.

Limitation on liability of council member

22 (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

23 (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 after the first warning is given in writing.

(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 for in the Act or these bylaws, and if the owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner or tenant.

(4) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component

Continuing contravention

24 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

Person to chair meeting

25 (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

26 (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.

Voting

27 (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.

Order of business

28 The order of business at annual and special general meetings is as follows:

(1) certify proxies and corporate representatives and issue voting cards;

(2) determine that there is a quorum;

(3) elect a person to chair the meeting, if necessary;

(4) present to the meeting proof of notice of meeting or waiver of notice;

(5) approve the agenda;

(6) approve minutes from the last annual or special general meeting;

(7) deal with unfinished business;

(8) 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;

(9) ratify any new rules made by the strata corporation under section 125 of the Act;

(10) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;

(11) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;

(12) deal with new business, including any matters about which notice has been given under section 45 of the Act;

(13) elect a council, if the meeting is an annual general meeting;

(14) terminate the meeting.

Division 6 -- Voluntary Dispute Resolution

Voluntary dispute resolution

29 (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 Matters

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 3/4 vote.

Electronic Attendance at Meetings

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

Use of Patios and Balconies

32 An owner, tenant or occupant of a strata lot which does not have enclosed balconies who places 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 shall, in the opinion of the council, ensure that such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner, tenant or occupant entitled to the use of the limited common property on which they are placed.

Garbage Disposal

33. An owner, tenant or occupant shall remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage shall be bagged and tied to prevent leakage onto elevator floors and other common property before so depositing and the owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his expense.

Bicycles, Storage and Parking

34 (1) 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 or the P2 lobby only. An owner, tenant or occupant shall ensure that any bicycle entering onto common property is sufficiently cleaned as to not soil any common property.

(2) Any owner, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.

(3) An owner, tenant or occupant must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, 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.

(4) An owner, tenant or occupant 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 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 emergency;

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

(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, nor attach anything to common area fences without the written consent of the council.

(5) An owner, tenant or occupant must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property.

Move In / Move Out

35 (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 co-ordinated 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 \$100.00, 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) An owner, or tenant or occupant will be assessed a moving fee of \$ 200.00 upon occupancy of the strata lot to cover the administrative costs and wear and tear of the strata corporation. This applies to a change of tenancy of the strata lot. *(Amended AGM 8 October 2009)*

(4) A refundable damage deposit in the amount of \$ 200.00 cash is required for booking a move. *(Added AGM 22 October 2002)*

Selling of Strata Lots

36 (1) An owner when selling his strata lot, will only permit "for sale" notices relating to the strata corporation LMS 3963 be posted on the bulletin board across from the mail area. No "for sale" signs are to be placed on or about the common property.

(2) An owner of a strata lot, when selling a strata lot, will not hold or permit to be held, any public open house except in the matter prescribed by the council. One open house for agents will be allowed per listing. Unless the council otherwise prescribes, all showings must be by appointment only.

Acquisition or Disposition of Personal Property

37. The strata corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by a ¾ vote at an annual or special general meeting if the personal property has a market value of more than \$1,000.

Division 8 – Insurance Deductible

38 (1) An owner and all of his tenants, occupiers or visitors must not do, or omit to do, whether deliberately or negligently, any act which would result in costs being incurred by the strata corporation due to a claim being made on the insurance policy of the strata corporation.

(2) In the event that loss or damage occurs that gives rise to a valid claim under the strata corporation's insurance policies, and where such loss or damage arises as a result of a negligent or deliberate act of an owner, tenant, occupant or visitor, then such owner or tenant or the owner or tenant who is responsible for the occupant or visitor, shall, as permitted by section 133 of the Act, be responsible for paying to the strata corporation the reasonable costs of the strata corporation remedying the contravention of bylaw 38(1), being an amount equal to the insurance deductible payable by the strata corporation.

Division 9 – Pets

39 (1) An owner, tenant or occupant shall be entitled to keep one domestic pet in a strata lot unless another pet is otherwise approved in writing by the strata council. An owner, tenant or occupant that keeps a pet must comply with these bylaws and any rules enacted by the strata council on behalf of the strata corporation pursuant to bylaw 3 with respect to the keeping of pets. The combined weight of any pets will not exceed 20 kilograms (44 lbs.). (*Amended AGM 27 November 2008*)

(2) An owner, tenant or occupant that keeps a pet in a strata lot, either permanently or temporarily, shall register that pet with the strata council by providing to the strata council a written notice, signed by the owner, tenant or occupant setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the license number of the pet (when the pet is required to be licensed).

(3) 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.

(4) An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws.

(5) No owner, tenant or occupant shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owner, tenant or occupant with uncontrolled barking or howling.

(6) The strata council may, from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the strata council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws will prevail.

(7) If any owner, tenant or occupant violates any provision of these bylaws or if the strata council on reasonable grounds considers a pet to be a nuisance the strata council may, by written notice to such owner, tenant or occupant cause such owner, tenant or occupant to have the pet removed from the strata lot within thirty days of receiving such notice.

Division 10 – Quorum for Adjourned Meeting

40. Notwithstanding section 48(3) of the Act, if within ½ hour from the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further 15 minutes from the time appointed and, if within 45 minutes from the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

Division 11 – Persons Permitted on Council

41. As permitted by section 28(2) of the Act, a person other than an owner, an individual representing a corporate owner and a tenant may be a member of the council provided such person falls within one of the following classes of persons:

- (a) a spouse, including a common law spouse or common law partner, of an owner.

Division 12 – Limiting Authority of Council

42. Pursuant to sections 4 and 26 of the Act, the power of the strata corporation to grant, renew or cancel short term exclusive use privileges may only be exercised by a majority vote of the owners at an annual or special general meeting.

Division 13 - Limiting Expenditures of Council

43. (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 \$2000.00

(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 \$300.00 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.

Division 14 – Hardwood Floors

44. 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 neighbors, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.

Division 15 - User Fees

45. The strata corporation will impose a user fee on an owner, tenant, occupant or their visitor for the exclusive use of common facilities: guest suites, ballroom and party room. The Strata Council decides the rates and the booking procedure. *(Amended AGM 28 September 2006)*

Division 16 – General Provisions

Defined terms

46 All terms defined in the Act and used in these bylaws will have the meanings given to them in the Act unless otherwise defined in these bylaws or the context requires otherwise.

Severability

47 If any provision or provisions of these bylaws be illegal or not enforceable, it or they will be considered separate and severable from these bylaws, and its remaining provisions will remain in full force and effect as though such illegal or not enforceable provision or provisions had never been included in these bylaws.



PAYING YOUR STRATA FEES WHAT ARE THE OPTIONS?

1. ONLINE BANKING

Online banking gives you complete control over your strata fee payments and the assurance that your strata fees will be paid on time every month. You can eliminate stamps, envelopes and paperwork – it's the green way to pay! And there is no need to inform us if you change banks or bank accounts – you choose which account to pay from.

Follow these simple steps to set up online strata fee payments:

1. Sign onto your online banking site.
2. Go to the bill payment option.
3. Add Baywest Management Corp as a Payee.
4. You will be asked to provide an ID number. Your ID number is

SXXXXXXXX00 ___ ___ ___

Fill in the 3 blanks with your strata lot number. Do not use your suite number. If your strata lot is only 1 or 2 digits put zeros, not Oh's, in the first blanks.

5. Enter your payment amount and payment date. Please note that your **strata fees are due on the 1st of each month** and it will take 1 to 3 business days for your payment to reach us. As your strata most probably assesses late penalties on payments received after the 1st, we suggest you set the payment date around the 26th of each month for payment the following month.
6. For added convenience we highly recommend you set your strata fee up as a recurring payment.
7. Follow any other instructions required by your financial institution and you are done.

You now have complete control over your strata fee payments and the peace of mind of knowing that your strata fees will be paid on time each month.

Any questions or problems? Just give our Accounts Receivable Helpdesk a call, toll free from anywhere, at 1-877-585-4411.

Its been our pleasure to assist you in streamlining one more thing in your busy day.

**INTERNAL NOTE FOR STAFF
(DELETE BOX BEFORE PRINTING)**

Enter strata plan where x appears
For strata plans with less than 7 digits:
E.G LMS146

Place digit 0 after S

E.G. S0LMS14600 ___

Verify against Voyager home page under
"Unit ID" or [call Tammy ext 111 for help](#).

so you can live your life ■

2. PERSONALLY APPROVED PAYMENTS – PAP

By signing up for Personally Approved Payments you are authorizing your bank to transfer a specific amount of money to the strata corporation's bank on the 1st of each month. Once in place the monthly transfer will occur automatically and if your strata fees change, your monthly deduction will automatically change as well.

Follow these steps to set up Personally Approved Payments:

1. Complete the enclosed Pre-authorized Payment Service Agreement and return it, along with a VOID cheque, to our office. You may mail, fax or email the information to us. Our contact information is at the bottom of the form.
2. Remember to let us know if you make any changes to your banking arrangements.

Any questions or problems? Just give our Accounts Receivable Helpdesk a call, toll free from anywhere, at 1-877-585-4411.

3. POST DATED CHEQUES

Post dated cheques are a more time consuming and complicated way to pay your strata fees. Its suitable for owners that do not have computer access or do not like auto payments. It requires an owner to write out 12 cheques each year and to stay on top of fiscal year and strata fee changes.

Follow these steps to pay your strata fees by post dated cheques:

1. Determine the fiscal year of your strata corporation.
2. Write out 12 cheques dated for the 1st of each month and payable to your Strata Plan number. Examples of your Strata Plan number might be BCS 1234, LMS 2345 or KAS 4332.
3. Mail or drop off the cheques to our office. Our address is Baywest Management, Central Accounting Office, 13468 77th Avenue, Surrey, B.C., V3W 6Y3. If you are delivering your cheques in person you are welcome to stop in at any of our offices.
4. Make a note on your calendar as to when the cheques will run out to ensure you do not inadvertently fall behind on your strata fee payments.
5. If you have an Annual General Meeting coming up its best to send in only 3 cheques for the upcoming fiscal year as, once the AGM has been held and the new fees confirmed, you can write 9 cheques for the new amount and send in 1 make up cheque to cover the shortfall of the 3 cheques you sent previously.
6. Please note that if you live in a brand new strata, one that has just been built, you will be paying one strata fee amount during the interim period and another strata fee amount once the fiscal year starts. Your cheques will therefore need to be adjusted once the fiscal year starts.

Between changeovers in fiscal years, interim periods for new stratas, and AGMs held after the fiscal year has finished you almost need to be an Accountant to keep on top of how much to pay and when. We therefore suggest you consider Online Payments or Personally Approved Payments to streamline your strata fee payments.