

BYLAWS

STRATA PLAN LMS4555

“Quay West Resort Residences”

1033 Marinaside Crescent

1067 Marinaside Crescent

Gardens Residences, Boathouse Mews, Coopers Mews, Pacific Blvd.

Approved by the Owners:	March 26, 2003	
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BYLAWS

The Owners, Strata Plan LMS4555 QuayWest Resort Residences

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

1. Payment of strata fees

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) Where an owner fails to pay strata fees in accordance with subsection (1) outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually.
- (3) Any owner owing monies for strata fees not received by the first (1st) of the month in question will be deemed to be in arrears. A \$50.00 penalty will be imposed for each month that an owner's strata fees are in arrears.
- (4) An owner must provide the strata corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month, or if applicable, written authorization for monthly automatic debit from the owner's bank account.
- (5) Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with subsection (4) is in contravention of bylaws (1)(3) and the strata corporation will levy **an additional** fine of \$50.00 for each contravention. Each dishonored cheque or dishonored automatic debit will be subject to **a \$50.00** administration charge.
- (6) Any fines assessed pursuant to these bylaws will be added to the strata fees of the owner following the date of the notice of infraction.
- (7) Penalty fines referred to in (2) and (3) above will apply to outstanding and overdue special levies and assessments.

- (8) When arrears exceed 90 days, a lien may be registered in accordance with Section 112 of the Act on the strata lot involved at the Owner's sole expense, for the total monies due including all strata fees outstanding, penalties assessed, all legal and other expenses.
- (9) The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.
- (10) Deleted.
- (11) Owners in arrears for three months or more, or where the amount outstanding is greater than or equal to three months maintenance fees, will have their access to the common area amenities, the services provided by the concierge and visitor parking privileges suspended until such time as all outstanding amounts are paid in full.

2. Repair and maintenance of property by owner

- (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.

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.
 - (f) violates any applicable civic bylaw.

- (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 keep any pets on a strata lot other than one or more of the following:
- (a) a reasonable number of fish, birds, or other small aquatic animals;
 - (b) two dogs (height restriction 16" from shoulders) or two cats or one of each.
 - (c) height restriction on dogs shall apply effective (March 24, 2005).
- (4) Residents are allowed to have a low to moderate energy dog. Low to moderate energy dogs include:
- ☐ Cocker Spaniel
 - ☐ Clumber Spaniel
 - ☐ Sussex Spaniel
 - ☐ Basset Hound
 - ☐ Beagle
 - ☐ Basenji
 - ☐ Norwegian elkhound
 - ☐ Daschund
 - ☐ Petit Basset Griffon Vendeen
 - ☐ Whippet
 - ☐ most terriers
 - ☐ Bichon Frise
 - ☐ Bulldog (as long as there's no flight of stairs to climb daily).
 - ☐ French Bulldog
 - ☐ Keeshond
 - ☐ Finnish Spitz
 - ☐ American Eskimo
 - ☐ Lhasa apso
 - ☐ Schipperke, Corgi
 - ☐ Shetland Sheepdog
 - ☐ Pug

Owners wishing to obtain a different type of breed should contact Strata Council to obtain prior written consent.

- (5) An owner, tenant, occupant or visitor must ensure that all pets are leashed or otherwise secured when on the common property or on land that is a common asset. The owner is responsible for the immediate clean-up of any pet excrement. Animals are not allowed on the 2nd floor garden area. (except on a leash and on the sidewalk)
- (6) Owners are prohibited from having a 'vicious dog.' A 'vicious dog' is defined as:
- (a) any dog with a known propensity, tendency, or disposition to attack without provocation other domestic animals or humans, or;
 - (b) any dog which has bitten another domestic animal or human without provocation, or (c) a Pit Bull Terrier, American Pit Bull Terrier, Pit bull, Staffordshire Bull Terrier, American Staffordshire Terrier or any dog of mixed breeding which includes any of the aforementioned breeds.
- (7) A pet shall not cause a nuisance to any resident.
- (8) If the council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the *Strata Property Act*. At the end of the hearing, the council may take no action, fine the owner, require the person to pay the costs of remedying the contravention, or order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed. The owner of the pet will be advised about the outcome of the hearing in writing.
- (9) An owner, tenant or occupant shall not use or permit the use of his strata lot for a professional, commercial or business purpose that:
- (a) may or will increase the amount of foot traffic or motor vehicle traffic in the common property or the strata lot;
 - (b) in any way increases or may increase the liability risk of the strata corporation;
 - (c) involves customers, clients, employees, contractors, other workers or any individuals attending the strata lot other than those individuals ordinarily resident in the strata lot; or
 - (d) involves individuals using a strata lot as a place of temporary lodging.
 - (e) contravenes the zoning Bylaw of the City of Vancouver.
- (10) Owners, tenants, and occupants shall use their respective strata lot, the common property, the common facilities or other assets of the strata corporation in a manner which will not unreasonably directly or indirectly interfere with the use or enjoyment by any other resident of his strata lot, the common property or common facilities.
- (11) An owner, tenant or occupant may keep plants on his strata lot and in areas of limited common property designated for his exclusive use provided that such plants will have no adverse effect on other occupants of the strata plan or on the common property or the common facilities and council may from time to time regulate the type of gardening permitted in the areas of limited common property.

- (12) All owners, tenants and occupants have a right to quiet and peace in their residence at all times. Undue and excessive noise by any owner, tenant, occupant, visitor, employee, pet or other invitee of a strata lot including but not limited to that from appliances, machinery, sound/music systems, televisions, instruments, wind chimes, computer, games and voices, and loud chiming clocks, is not permitted.
- (13) The owner of a strata lot shall be specifically responsible for the activities of co-owners, tenants, occupants, visitors, employees, pets or other invitees of his strata lot. A quiet period shall be in force in the entire complex from 11:00 p.m. until 8:00 a.m. every day, at which time owners and everyone else on the premises are expected to take special care and attention to not make noise.
- (14) No signs, billboards, notices, placards, flags, or other advertising matter shall be placed on any part of the strata lot or on the common property. Signs allowable under federal, provincial, or municipal election regulations shall be permitted.
- (15) No laundry, washing, clothing, bedding, or other articles shall be hung or displayed from windows, balconies, or other parts of the strata lot or the common property so that they are visible from outside of the building.
- (16) No owner, tenant or occupant shall install window coverings, which are visible from the exterior of the strata lot, which will detract from the conformity of the building. Owners may install interior window coverings that match the original window coverings specifications. Window coverings must be the same color, same size, vertical, etc. Any drapes visible from the exterior of the building must be lined with the color of the original blinds.
- (17) Bird feeders are not allowed on the common property, including balconies and patios.
- (18) Outdoor holiday lights are permitted only from December 1st to January 15th inclusive or other festive occasions with prior notice to strata council.
- (19) Owners, tenants and occupants must maintain a consistent high standard of cleanliness, appearance and repair in and surrounding his strata lot.
- (20) No personal items such as doormats, toys, bicycles, walkers, etc. shall be left or stored on the common property.
- (21) Owners, tenants and occupants shall not allow their strata lots to become a health/safety hazard. If the council deems a strata lot to be a health/safety hazard, the council will, at its discretion, have the strata lot brought up to standard, at the owner's sole expense.

- (22) No owner, tenant, occupant or visitor shall do anything or cause anything to be done on the common property likely to damage plants, bushes, flowers, lights and/or fountains. No chairs, tables or other objects shall be placed on the lawns that are likely to damage the lawns or prevent their reasonable growth.
- (23) Owners, tenants and occupants are responsible for any damage to the common property that they do and the owner of the applicable strata lot will be liable for all costs connected with cleaning and repairs.
- (24) No children are allowed to play in the hallways, elevators, lobby or any other common area of the strata plan except in designated recreation areas.
- (25) All notices must be posted on the bulletin boards with the consent from the strata council or our agents.
- (26) BBQs and patio furniture are allowed on balconies and patios. Balconies and patios shall not be used to store items, including but not limited to bicycles and/or appliances.
- (27) Balcony cleaning must be done with a damp mop. Excessive use of water to clean balconies will result in fines being assessed against the strata lot.
- (28) Neither children nor pets may be left unattended on a balcony.
- (29) Except with the prior written permission of council, the use or storage of propane, natural gas or electric heaters on any balcony is not permitted with the exception of the townhouses, Garden residences and rooftop patios. This is due to the small size of the balconies. All permitted heaters must have at least a 3 feet radius away from the surrounding building walls, ceilings and balcony railings.
- (30) The maximum number of residents permitted to reside in a strata lot is limited as follows:
 - (a) in a one-bedroom strata lot - two (2) adults + one young child;
 - (b) in a one-bedroom plus den strata lot – three (3) adults or 2 adults with 2 small children;
 - (c) in a two-bedroom strata lot - four (4) adults;
 - (d) in a two-bedroom plus den strata lot – five (5) adults or 4 adults and two small children;
 - (e) in a three-bedroom strata lot - six (6) adults.

A person is defined as a resident if they live in the strata lot for over thirty (30) days.

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.
- (3) An owner must provide a Form "K" to the strata corporation prior to a tenant's occupancy. Failure to do so will result in an owner being fined \$100.00 per month until the Form "K" is submitted.

5. Obtain approval before altering a strata lot

- (1) An owner must obtain the written approval of the council 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*;
 - (h) antenna, satellite dishes or similar structures or appurtenances hung from, placed on, erected or attached to the exterior of a strata lot;
 - (i) shades, awnings, window or balcony guards, screens or enclosures, ventilators, air conditioning devices, or supplementary heating devices attached on or placed on the outside of the building.
- (2) The council must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expenses relating to the alteration.
- (3) Metallicized or reflective coating or tinting is not permitted on glass windows or doors.

- (4) Hardwood floors and ceramic tiles must be installed in accordance with the following:
- (a) Hours of work: Mondays to Saturdays from 9:00am to 5:00pm. No work on Sundays or Holidays.
 - (b) Floating hardwood floor only.
 - (c) Contractor is responsible for removing all debris, old carpet, boards, drywall, etc. from The QuayWest Building. No debris of any kind is to be placed in the dumpster or the recycling bins.
 - (d) Contractor is responsible for cleaning the hallways, stairwells and elevator of any dust, dirt, debris, etc. at the end of each working day.
 - (e) Security: owner and contractor are responsible for the security of the building at all times.
 - (f) Elevator must be booked to transport any material to and from the suite.
 - (g) Any work involving jack hammering, chipping or grinding is limited to the hours of 11:00 a.m. to 3:00 p.m. (maximum 4 hours per day), Monday to Fridays only. There is to be no jack hammering, chipping or grinding on weekends or on statutory holidays. Removal of tile floors also requires special council approval.
- (5) All residents/owners replacing or changing their floor surface coverings to a hard surface (wood, tile, stone, etc.) covering must apply to the Strata Corporation for the **Hardwood Floor/Hard Floor Authorization Agreement** form which must be signed and returned to the Strata Corporation.

6. Obtain approval before altering common property

- (1) An owner must obtain the written approval of the council before making an alteration to common property, including limited common property, or common assets.
- (2) The council 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. Alterations to a strata lot or common property

- (1) Any alteration to a strata lot or to common property that has not received the prior written approval of council must be removed at the owner's expense if the council orders that the alteration be removed. An owner who receives approval will be liable for all costs connected to the alteration, including the cost of repairing and maintaining the alteration and the cost of repairing and maintaining the common property or a strata lot if such repair is required as a result of the alteration. An owner who receives approval may be required by the council to sign an Assumption of Liability Agreement.
- (2) The owner will be responsible to obtain the applicable building permits prior to commencing the work, and obtaining such permits is a condition of the council's approval.
- (3) Owners who undertake alterations in accordance with these bylaws, and subsequent owners, are responsible for all costs relating to:
 - (a) the maintenance and repair of the alterations, and
 - (b) the effects on all adjacent strata lots or common property, and
 - (c) the effects of rain and weathering, staining, discoloration.
- (4) The council may maintain, repair, or remove alterations to common property if in the opinion of the council:
 - (a) the alterations are not maintained or repaired, or
 - (b) the alterations are damaged.

All costs incurred in the maintenance, repair, and/or removal will be charged to the owner of the strata lot and are his responsibility.

- (5) On the sale of a strata lot, owners must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent owner refuses to sign an Assumption of Liability Agreement with the strata corporation the alteration may be removed by council and the cost of the removal will be charged to the new owner.
- (6) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the council.
- (7) The council reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations. The council may include specified supervision or inspection as a requirement of approval.

- (8) When approval is granted by the council to any owner for modifications to the interior of the strata lot, work must commence within thirty (30) days of approval and be completed within sixty (60) days from the date approval was given.
- (9) An approved alteration shall be done between the hours of 9:00 a.m. and 5:00 p.m. or at such other times as prescribed by council. No construction work to be done on Sundays or statutory holidays.
- (10) An owner who is permitted to make an alteration shall be responsible for the removal of any construction debris and the common property shall be completely cleaned up prior to the site being left each day.

8. 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, and
 - (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.
- (3) Owners are encouraged to provide a key to their strata lot to the Strata Corporation to facilitate entry in an emergency. If no key is provided, cost of entry by locksmith or damage due to forced entry will be the sole responsibility of the strata lot owner.

Division 2 – Powers and Duties of Strata Corporation

9. Repair and maintenance of property by Strata Corporation

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 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;
- (4) a strata lot in a strata plan, but the duty to repair and maintain it is restricted to
 - (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, and
 - (e) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 – Council

10. Council size and membership

- (1) Subject to subsection (2), the council must have 7 members elected at an Annual General Meeting, but may operate with fewer members in accordance with the Strata Property Act (Part 7 Schedule of Standard bylaws; Division 3; Item 12)
- (2) The members of council of the strata corporation shall be elected and shall retire in rotation. At the next Annual general meeting, four (4) council members shall be elected to hold office for a term of two (2) years from the date of their election and three (3) council members shall be elected for a term of one (1) year from the date of the election, and thereafter at each Annual General Meeting council members shall be elected to fill the positions of those council members whose term of office has expired and each council member so elected shall hold office for a term of two (2) years.
- (3) No person shall be elected to council and remain on council if the strata corporation is entitled to register a lien on their strata lot under Section 116(1) of the Act.
- (4) No person shall be elected to council and remain on council if their strata lot is in arrears of any monies owed to the strata corporation.
- (5) The term of office of a council member ends at the end of the Annual General Meeting at which their term as a member of council expires.
- (6) A person whose term as a 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.

12. Replacing council member

- (1) If a council member resigns or is unwilling or unable to act for a period of 4 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.
- (5) If all the members of the council resign or are unwilling or unable to act for a period of 4 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 4 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, 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.
- (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, 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.

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) Council members, except for previously approved presentations and hearings, are the only persons permitted to attend strata council meetings.
- (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 council's ability to function.

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) 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

Council will make copies of the minutes available within 2 weeks by the following means:

- a) From the concierge desk;
- b) By mail (**for non-residents only**);
- c) On display in the bulletin board in the mail lobbies of both buildings.

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, 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.

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

- (1) The strata corporation may fine an owner or tenant up to:
 - (a) \$200.00 for each contravention of a bylaw and;
 - (b) \$50.00 for each contravention of a Rule.
- (2) Deleted.

- (3) All fines are due and payable within seven (7) days of the written issuance of the fine.

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. Quorum

If at the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned for a period of thirty minutes whereupon the adjourned meeting shall be reconvened at the same place and the persons present in person or by proxy and entitled to vote, shall constitute a quorum.

26. 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.

27. Participation by other than eligible voters

- (1) Any person may attend annual and special general meetings if they have either a valid proxy or have been assigned the landlord's rights.
- (2) Only owners, individuals asked by owners to speak on their behalf, and spouses of owners may attend annual and special general meetings. Section 26 of the Standard Schedule of bylaws of the *Strata Property Act* is not included as part of these bylaws.

28. 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) 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.
- (7) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the Strata Corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- (8) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the Act.

29. Order of business

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 minutes from the last annual or special general meeting;
- (6) ratify any new rules made by the Strata Corporation under section 125 of the Act;
- (7) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (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) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (10) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (11) elect a council, if the meeting is an annual general meeting;

Division 6 – Moving

30.

- (1) **An appointment for a moving in/out time must be made with the concierge.**
- (2) A minimum of one 48 hours notice is required to be given to the concierge, prior to any move in/out.
- (3) **Hours of move-ins and move-outs** are allowed only between the hours of **9:00 a.m.** and **4:30 p.m.**, with no booking starting later than **1:00 p.m.** Moves must be finished by 4:30 p.m.
- (4) Full instructions for the operation of the move will be given by the concierge.
- (5) It is the responsibility of the owner (and not that of the Strata Corporation to inform owner) to verify whether or not there are any damage charges which will be levied against the owner's strata lot in regards to any tenants moving in or out by contacting the on-site Building Manager at the end of each move.
- (6) Elevator mats and pads must be installed to protect the elevator when moving any furniture.
- (7) A move-in fee of \$175.00 is chargeable to the owner of a strata lot for each move. Strata lots that do not require elevator hallway or stairwell access will be charged a move-in fee of \$100.00.
- (8) The concierge 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 fee.
- (9) During the move, all lobby doors must remain closed and locked when unattended.
- (10) Deleted.

Division 7 – Motor Vehicles and Parking

31.

- (1) Any owner, tenant or occupant may use the parking space which has been specifically assigned to his strata lot for one vehicle and/or a motorcycle. The motorcycle must be parked in front or behind the automobile without any part of the motorcycle or car protruding from the designated parking space and into common property.

- (2) The parking spaces assigned to a strata lot shall not be rented or leased to a non-resident.
- (3) An owner, tenant or occupant shall be parked on limited common property in designated and assigned parking spaces only; no motor homes, trailers, boats or equipment of any kind shall be parked on the common property.
- (4) Motor vehicles found in unauthorized areas will be removed immediately, without notice, at the vehicle owner's sole expense.
- (5) Parking will not be permitted under any circumstances on interior roadways or in driveways. Any motor vehicle found parked in a prohibited area will be removed, without notice, at the vehicle owner's sole expense.
- (6) No motor vehicles shall be parked in a manner that will reduce the width of the garage, roadway, neighbor's parking spaces, stairwells and/or walkways. Motor vehicles found parked in this manner shall, without notice, be removed at the vehicle owner's sole expense.
- (7) Parking spaces are not to be used for storage of any kind. The strata corporation will remove any items stored in an owner's parking space and any costs incurred in doing so shall be assessed against the strata lot owner's strata account.
- (8) No repairs to motor vehicles shall be carried out on common property.
- (9) No cardboard, carpet, drip pan, or kitty litter is allowed to be used in any of the parking spaces to absorb/contain oil or other fluid drips or spills.
- (10) Only motorized, currently licensed and/or insured and operational motor vehicles shall be parked on the strata corporation property. Motor vehicles not bearing current license plates must provide a copy of valid storage insurance (for a minimum of \$1,000,000.00 liability) or the vehicle will be towed away at the vehicle owner's sole expense, immediately without notice.
- (11) An owner, tenant or occupant who finds an unauthorized vehicle parked in his assigned parking space must contact the concierge, who will in turn contact the towing company to have the vehicle removed at the vehicle owner's sole expense.
- (12) The speed limit within the common property is 10 kilometer per hour.
- (13) No honking or other noise, which is a nuisance, will be made by any vehicle in the strata plan unless it is made in an attempt to avoid an accident. Owners of vehicles with car alarms are asked to ensure that the alarms are not overly sensitive to passing motor vehicles.
- (14) An owner, tenant and occupant shall only wash motor vehicles in a designated car wash area.

- (15) Fire lanes must not be obstructed at any time.
- (16) Any vehicle violating the parking bylaws may be towed away immediately at the vehicle owner's sole expense.
- (17) Any resident/owner whose vehicle is found to be leaking oil, or other fluids, or whose exhaust pollution causes staining in their parking stall, or on common property, will be given a **"7 Day Notice To Cleanup Parking Stall"**. Those who fail to comply with the notice and clean the designated area within the allotted time (and fix the vehicle) will be fined as per the strata's bylaws, and billed the clean up costs (minimum charge of \$50.00). Further, they will be prohibited from parking in the parking stall or on common property. Any resident who continues to park in violation of this policy will be subject to having the offending vehicle towed off the LMS 4555 property without further notification by the Strata Corporation at the owner's expense.

(18) **DISCLAIMER**

The Owners, Strata Plan LMS 4555 and The Strata Corporation's Property Management Company Assume no liability with respect to the information available at the LMS 4555 concierge desk or the Property Management Company detailing the exclusive use of specific parking stalls or lockers located at LMS 4555, also known as QuayWest Resort Residences. Persons requesting such information should conduct their own investigation and obtain the required information from the current lease holder of these "amenities" independent of any information supplied by the concierge desk or the Property Management Company. The Parking Stalls and Lockers are on leased land under the control of Concord Pacific Group Inc. and do not form part of the Strata Corporation. It is incumbent between purchasers and sellers that they complete the proper **locker/parking stall Assignment Form** a copy of which is to be returned to the Strata Corporation for record keeping purposes only.

- (19) All motorcycles and scooters must be registered with the on site Building Manager to obtain an assigned motorcycle/scooter parking space. Any motorcycle or scooter not registered with the Strata Corporation will be removed from the parkade at the owner's expense without further warning.

Division 8 – Visitor Parking

32.

- (1) Visitor parking in the designated LMS4555 visitor's parking lot shall be on a first come, first served basis.
- (2) Parking permits issued by the Strata Corporation must be placed on the dashboard of the visiting motor vehicle with the pass number visible.

- (3) A maximum of one visitor parking permit will be issued to each strata lot. Parking permits remain the property of the Strata Corporation.
- (4) Lost or stolen tags must be reported immediately to the concierge and a charge of \$25.00 per parking permit will be levied for a replacement of the lost or stolen parking permit. If vehicles are found in visitor stalls with parking permits bearing the same strata lot number, all vehicles will be towed.
- (5) The visitor parking spaces are intended for the exclusive use of individuals who are visiting a resident of LMS4555, or by trades people who are providing a service to a resident or the strata corporation. Any other use contravenes this bylaw.
- (6) Visitors will not park a motor home, trailer, tractor, boat or equipment of any kind in a visitor parking space.
- (7) Visitor's pets must not be left in vehicles at any time, and must be leashed at all times while on common property.
- (8) A resident's personal vehicles must not be parked in the visitor stalls for any reason at any time; The definition of a resident for this bylaw is a resident that lives either full time or part time at QuayWest.
- (9) Visitor parking shall be limited to a maximum duration of 12 hours, unless prior approval is arranged with the concierge. Under no circumstances may a motor vehicle make use of visitor parking for more than three (3) consecutive days in one week without an extended visitor parking pass. Furthermore, no motor vehicle may make use of visitor's parking for more than seven (7) days per month.
- (10) An extended visitor parking pass may be obtained from the concierge on a space available basis. Extended visitor's parking passes are provided at the sole discretion of Strata Council. The strata lot's parking permit must be displayed in addition to the extended parking permit at all times.
- (11) Residents who abuse their visitor's parking privileges will have these privileges revoked for a period of 90 days on first offence and for 1 year for each subsequent offence.
- (12) Vehicles not permitted in visitor's parking will be towed at the owner's expense.

Division 9 – Resident's Lounge

33.

- (1) The resident's lounge will be available for use by residents on an exclusive basis between the hours of 9:00am and 11:00pm; Sunday to Thursday, and 9:00am to 12:00pm Friday and Saturday.

- (2) Deleted.
- (3) Visitors must be accompanied by a resident when using the facility.
- (4) Deleted.
- (5) No pets are allowed in the lounge.
- (6) Use of the lounge for commercial purposes is prohibited.
- (7) Deleted.
- (8) Deleted.
- (9) The concierge will inspect the room after use by the person booking the facility. If the room has not been cleaned by 10:00 a.m the following day, a \$100.00 cleaning fee will be assessed the owner of the strata lot where the person booking the facility resides. Any theft or damage resulting from the use of the room will also be assessed accordingly.
- (10) Deleted.
- (11) When not booked for exclusive use, the lounge is available for general use from 9am-11pm Sunday to Thursday, and 9am-12pm Friday to Saturday. For access to the lounge, please contact the concierge.
- (12) Alcohol is permitted within the confines of the resident lounge. Please drink responsibly.

Division 10 – Meeting Rooms

34.

- (1) The meeting room will be available for use by residents on an exclusive basis between the hours of 9:00am and 11:00pm, 7 days a week.
- (2) Deleted.
- (3) Visitors must be accompanied by a resident when using the facility.
- (4) No cooking or food preparation is permitted in the meeting room.
- (5) No pets are allowed in the meeting room, lounge, theatre, or board room.
- (6) Residents who make, or permit others to make excessive noise during the use of the room, will be asked to leave the room, and/or be asked to give up the use of the room
- (7) Deleted.

- (8) The concierge will inspect the room after the booking. If the room has not been cleaned, a cleaning fee will be assessed. Any theft or damage resulting from the use of the room will be assessed.
- (9) All assessments from sections 9 above, will be the responsibility of the strata lot making the booking, chargeable to the owner of the strata lot. Owners are reminded that they are fully responsible for damage caused to common property by their tenants and guests.

Division 11 - Theatres

35.

- (1) The theatre will be available for use by owners, tenants, occupants and visitors on an exclusive basis between the hours of 9:00am and 11:00pm Sunday to Thursday, and 9:00am to 12:00pm Friday and Saturday.
- (2) Deleted.
- (3) Visitors must be accompanied by a resident when using the facility.
- (4) No food other than snacks are permitted in the theatre.
- (5) No pets are allowed in the theatre.
- (6) Use of the theatre for commercial purposes is prohibited.
- (7) Residents who make, or permit others to make excessive noise during the use of the room, will be asked to leave the room, and/or be asked to give up the use of the room.
- (8) Deleted.
- (9) The concierge will inspect the theatre at the end of the booking. If the room has not been cleaned, a cleaning fee will be assessed. Any theft or damage resulting from the use of the room will be assessed.
- (10) All assessments from sections 9 above, will be the responsibility of the strata lot making the booking, chargeable to the owner of the strata lot. Owners are reminded that they are fully responsible for damage caused to common property by their tenants and guests. .

Division 12 – Fitness Rooms

36.

- (1) No smoking is permitted.
- (2) Be courteous to others waiting to use the fitness equipment. Please take turns using the equipment. All users must bring their own towels and wipe down exercise equipment after use.
- (3) No food or drinks are allowed (except water bottles).
- (4) The number of visitors per strata lot allowed in the fitness room is limited to two.
- (5) The resident must accompany visitors at all times.
- (6) The fitness room hours are between the hours of 5:00 a.m. to midnight.
- (7) All personal belongings are to be removed after each use.
- (8) Appropriate clothing and shoes must be worn at all times in the fitness area.
- (9) No one under the age of 16 is permitted in the fitness room without being accompanied by an adult 19 years of age or older.
- (10) Use equipment at your own risk. The strata corporation will not be held liable for any injury, damage or loss however caused.
- (11) No pets are allowed.
- (12) Time on each machine is limited to 30 minutes. Please use the sign-in blackboard if you are waiting for a machine.
- (13) Please respect your neighbours by reducing the stereo system volume before 9:00am and after 10:00pm. At no time is the stereo system to be played loud enough to disturb the neighbouring units.

Division 13– Swimming Pool/Jacuzzi/Steam Room

37.

- (1) All individuals must take a shower before entering the swimming pool, Jacuzzi and steam room, no exceptions.

- (2) All persons using the swimming pool, Jacuzzi or steam room do so at their own risk. The strata corporation or management are not liable of any accident, injury, loss or damage, however caused.
- (3) The facility is for the private use of residents and their visitors only. Visitors must be accompanied by a resident when using the facility.
- (4) No drinks or food allowed in the area.
- (5) No diving, boisterous behaviors, rough play or offensive activities permitted.
- (6) After using the pool or Jacuzzi please dry off before leaving the area. Residents wearing wet bathing suits are not permitted in the building hallways and elevators.
- (7) Swimwear must be worn at all times. No nude bathing.
- (8) The strata corporation or management reserves the right to deny use of the facility to anyone at anytime.
- (9) Swimming pool hours will be from 6:00 a.m. to midnight except for closure due to daily cleaning.
- (10) No person having any apparent skin disease, sore or inflamed eyes, cough, cold, nasal or ear discharges, or any communicable disease shall be permitted to use the Jacuzzi or pool.
- (11) No inflatable items, rafts, or toys shall be allowed in the pool or pool area except child's waterwings.
- (12) No masks, flippers or any underwater diving equipment may be used in the pool.
- (13) No one under the age of fourteen (14) years is permitted in the pool area unless accompanied by an adult 19 years or older. All children using the facilities will be completely toilet trained or using swimming diapers and those under the age of four (4) years are prohibited from using the Jacuzzi.
- (14) Anyone using the Jacuzzi is advised that the recommended maximum stay should not exceed 15 minutes.
- (15) No chemicals, shampoo or soaps are to be used in the pool or Jacuzzi at any time.
- (16) Individuals using steam room are recommended to limit any one use to 10 minutes for health reasons. No children under fourteen (14) years of age are allowed in the steam room.

- (17) Persons with heart problems, diabetes, or those experiencing faintness or dizziness shall not use the Jacuzzi.
- (18) No pets are allowed.
- (19) Maximum two (2) guests per resident.

Division 14– Building Security

38.

- (1) No one shall leave open or unlock any outside entrance or exterior fire exit door.
- (2) Do not allow strangers to enter the building anytime. Do not allow unidentified persons to follow you through the door when you enter. If a person will not identify themselves or show their keyfob, notify the concierge immediately.
- (3) Residents should report to the concierge, management company or the police any suspicious person(s) in or around the building.
- (4) All keys to locks on the common property will be made and issued only with the authority of the council.
- (5) Additional key fobs may be obtained by an owner or tenant. The fobs will be issued by the concierge at a cost of \$50.00 each. The holder of a key fob returned to the Concierge desk will be reimbursed \$25.00 by separate (refund) check.
- (6) All fobs lost or stolen shall be reported to the concierge immediately.
- (7) No soliciting will be permitted within the strata plan under any circumstances.
- (8) Deleted.

Division 15– Hazards and Insurance

39.

- (1) Smoking is not permitted in any of the indoor common areas, including the elevators, lobbies and stairwells. Alcohol is not permitted in any common areas, except those as permitted under the bylaws.
- (2) Owners, tenants and occupants are responsible for any damage caused by a waterbed, appliance or other fixtures within their strata lot.

- (3) All freshly cut and "live" Christmas trees are prohibited in the building.
- (4) Owners, tenants and occupants shall not 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 closer by blocking the doors open, and/or by encumbering the hallways, landings or stairways with boxes, rubbish and/or bicycles.
- (5) No one shall be allowed to play, skateboard, or rollerblade in the underground parking areas, or any other common areas at any time.
- (6) Owners, tenants and occupants must not permit explosive, combustible, flammable or offensive materials to be stored within their strata lot or on common property. A small supply of fuel normally used for gas barbecues and outdoor heaters may be stored on the balcony.
- (7) All residents and owners of Strata Plan LMS 4555 must have at least \$1,000,000 liability insurance prior to completion of purchase, or occupancy. Certificate of insurance must be provided at time of "move-in" booking.
- (8) Nothing shall be allowed to fall from a window or balcony of a strata lot. Cigarettes, matches, bottles, cans or any other item dropped or thrown from a strata lot will result in an immediate \$200 fine.
- (9) If we have to access your suite due to an emergency of any kind and you have not provided a key to your suite to building management, you will be responsible for all costs associated with the emergency entry.
- (10) An Owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. The insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner. **Owners are responsible to maintain their own private insurance to cover any restoration or damage costs arising from, or relating to their strata lots, or any other incident, which is not covered by the building's insurance policy.**
- (11) It is the responsibility of the owner to provide access to their strata lot (including balconies and patios) for inspection and work related purposes in order for the Strata Corporation to perform its duties (as required by the Strata Corporation in accordance with Section 77 of the Strata Property Act) where notice has been given - including the Strata Corporation's Annual Fire Inspection. Owners not providing access to their strata lots with respect to the fore mentioned matters will be fined \$35.00 each time access is not provided.

Division 16– Resale of Strata Lot

40.

- (1) No real estate signs or notices are permitted to be placed in a strata lot, on common area windows or on the common property.
- (2) An owner, tenant, occupant or agent of an owner may not hold an “open house” under any circumstances whatsoever nor leave open or unlocked any entrance door to the strata plan for the purpose of “open house” selling. Viewing is restricted to a “By Appointment Only” basis. Potential buyers must be escorted to and from the strata lot by the owner, tenant or selling agent.
- (3) Upon conveyance of a strata lot, the purchases must provide the strata corporation with completed lease assignments for parking stalls and lockers for the conveyed strata lot.
- (4) Owners who assign the lease for a parking stall or storage other than at time of purchase must provide the lease assignment to the Strata Corporation.
- (5) DISCLAIMER

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Division 17– Bicycles, Rollerblades, Roller-Skates, and Skateboards

41.

- (1) Bicycles shall be kept in designated bicycle storage areas only.
- (2) Bicycles are not permitted at anytime inside the common areas, except in the parking garage to access the bicycle storage rooms.

- (3) Bicycles found on common area property outside of the designated bicycle storage rooms will be removed and impounded. Bicycles not claimed after 30 days may be sold at the Strata Corporation's discretion. A fine of \$50.00 will be paid to the Strata Corporation for the return of an impounded bicycle.
- (4) Skateboarding, rollerblading or roller skating is not permitted on any common areas of the Strata Plan.
- (5) For residents requiring higher security bicycle storage, a special limited use bicycle room is available for a fee of \$10.00 per month.
- (6) The Strata Corporation assumes no responsibility for bicycles stored in any of the designated bicycle storage rooms.

Division 18 – Storage/Storage Lockers

42.

- (1) No part of the common property except areas designated by the strata corporation will be used for storage without the prior written consent of the council.
- (2) The Strata Corporation assumes no responsibility for the contents stored in lockers assigned to a strata lot.
- (3) DISCLAIMER

The Owners, Strata Plan LMS 4555 and The Strata Corporation's Property Management Company Assume no liability with respect to the information available at the LMS 4555 concierge desk or the Property Management Company detailing the exclusive use of specific parking stalls or lockers located at LMS 4555, also known as QuayWest Resort Residences. Persons requesting such information should conduct their own investigation and obtain the required information from the current lease holder of these "amenities" independent of any information supplied by the concierge desk or the Property Management Company. The Parking Stalls and Lockers are on leased land under the control of Concord Pacific Group Inc. and do not form part of the Strata Corporation. It is incumbent between purchasers and sellers that they complete the proper **locker/parking stall Assignment Form** a copy of which is to be returned to the Strata Corporation for record keeping purposes only

Division 19 – Barbecues

43.

- (1) Only small propane or electric barbecues are permitted.
- (2) All propane tank valves are to be in the "off" position when not in use, or when being carried through the common property.

- (3) Barbecuing is permitted on the balconies and patios of each strata lot, provided it is conducted in safe manner and does not create a nuisance to other residents.
- (4) Barbecuing equipment must be maintained in an orderly appearance and can only be stored on your balcony.
- (5) Barbecues must be kept clean to reduce smoke and odors disturbing other residents.
- (6) Non compliance with 44 (5) will result in a fine being levied against the strata lot.

Division 20 – Severability

44.

- (1) Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- (2) For the purposes of all bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires.