

ASCADA
STRATA PLAN – BCS 2783

BYLAWS & RULES

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DIVISION 1 – DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

1. Payment of Strata Fees

- 1.1 An Owner must pay Strata Fees to the Strata Corporation on or before the first day of the month to which the Strata Fees relate.
- 1.2 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 ten percent (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.
- 1.3 Strata Fees not received by the fifteenth of the month in question will also be subject to a \$50.00 late payment penalty for that month and for each month that those fees are not paid.
(Amended AGM August 29th, 2016)

2. 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.
- 2.2 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.
- 2.3 An Owner must clean their balcony or patio at least once per year to remove dirt and/or algae growth.
- 2.4 An Owner must keep the drain on their deck cleaned out so as not to cause water back up. Ponding water must be swept off the balcony.
- 2.5 An Owner, occupant or tenant shall promptly and completely remove and properly dispose of any litter, (including cigarette butts) or garbage that accumulates on the limited common property adjacent to the strata lot.

3. 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.
- 3.2 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.

- 3.3 An Owner, is also responsible to pay for the cost of repairs to any damaged balcony deck and/or damaged balcony membrane (i.e. cigarette burns, damage from BBQ's or tears in the membrane caused by dragging patio planters or furniture) caused by the Owner.
- 3.4 Owners may not install indoor/outdoor carpet on balcony decks.
- 3.5 An Owner, tenant or occupant must not:
- (a) use the strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
 - (b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other Owners, tenant or occupant;
 - (c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property, such that it causes a disturbance or interferes with the comfort of any other Owners, 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 parking areas within the common property of the Strata Plan;
 - (e) leave on the common property, including the hallways or any limited common property, any shopping cart or any personal possessions such as floor mats, umbrellas, shoes, etc.;
 - (f) use the fire exit doors as a regular exit door. These doors are for emergency use only;
 - (g) use a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane, natural gas or electricity and such propane, natural gas or electricity powered barbecues, hibachis and other light cooking devices shall not be used except in accordance with Rules made by the Strata Corporation as deemed necessary;
 - (h) 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;
 - (i) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
 - (j) 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 or heated water;
 - (k) allow a strata lot to become unsanitary or a source of odour;
 - (l) feed wild 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;

- (m) install any window coverings, visible from the exterior of the strata lot, unless they are neutral coloured blinds similar to the original building specifications;
- (n) 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;
- (o) 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 Strata Council;
- (p) erect on, place on or fasten to the strata lot, the common property or any limited common property any television or radio antenna, television satellite dish or similar structure or appurtenance thereto;
- (q) let water spill over their balcony/patio to the balconies/patios or common property below.

3.6 An Owner is responsible to ensure their dishwasher or washing machine hoses are checked and replaced on a regular basis to avoid water escape. If water from an Owner's dishwasher, washing machine, toilet, sink or bathtub leaks into another strata lot or the common property, the Owner is responsible to repair and pay for the cost of repairs up to the value of the insurance deductible amount, to the damaged areas in the other strata lot or common property. If an Owner refuses to make a claim under their own condominium Owner's policy, or, personally pay for the necessary repairs, the Strata Corporation may make repairs to the affected area(s) and bill the Owner from where the water originated for the cost of the repairs. Repair costs may then be collected by way of a Small Claims Court action.

3.7 *Number of Occupants per Strata Lot.* All strata lots must be used exclusively as a private place of residence for one family, which may include a live-in housekeeper or nurse. No strata lot may be used as motel-hotel accommodation for transient occupants. The maximum number of permanent occupants permitted to reside in a one-bedroom suite shall be two (2), the maximum number of permanent occupants permitted to reside in a two-bedroom suite shall be four (4) and the maximum number of permanent occupants permitted to reside in a three-bedroom suite shall be six (6). Council shall have the authority to grant an exemption to this Bylaw on a temporary basis. However, the exemption shall not be more than twelve (12) months. Any exemption granted under this section must be in writing.

3.8 An Owner, tenant, occupant or visitor must not smoke:

- (a) on the interior common property, such as, but not limited to, hallways, lobbies, elevators, storage rooms and parking garages;
- (b) on a balcony, deck or patio;
- (c) on the exterior common property within 7.5 meters of a door, a window or an air intake vent.

3.9 An Owner, tenant, occupant or visitor who smokes within a strata lot must not permit the smoke to escape their strata lot such that it can be smelled by another resident.

- 3.10 Subject to such exemptions as are required by law, an owner or resident must not use a strata lot, any common property or limited common property for the cultivation of marijuana (cannabis).
(Amended AGM August 26th, 2019)
- 3.11 An owner, tenant, occupant or visitor must not use common property electrical outlets except with the written permission of the council.
(Amended AGM August 26th, 2019)
- 3.12 (1) An owner, tenant or occupant shall not grant a license to any person or use or permit the use of his strata lot under any of the following arrangements:
- (a) Pursuant to a house swap;
 - (b) as a motel, hotel, inn, hostel, or bed and breakfast or other similar accommodations;
 - (c) through any website for booking short-term accommodations; including but not limited to www.airbnb.com, www.vrbo.com and other similar websites; or
 - (d) at a nightly or weekly rate
 - (e) a lease for less than thirty days.
- (2) A fine of up to \$1000 per day may be imposed on a strata lot for contravention of Bylaw 3.12
(Amended SGM December 15, 2020)

4. Pets/Animals

- 4.1 The following pets may be kept within a strata lot:
- (a) two tropical birds;
 - (b) one domestic cat; and
 - (c) one domestic dog not exceeding sixteen (16) inches in height at the shoulder.
 - (d) the Strata Corporation shall recognize a grandfather clause for those original Owners who moved in with more than one small lap sized pet. Furthermore, in the event of the death of either or both original pets, the original Owner may replace the pet and subsequent pets. This grandfather clause is for the sole benefit of original Owners.
- 4.2 The Owner of the pet shall be obligated to obtain and complete an Ascada Pet Agreement form, to submit the completed form to the Council and to secure Council acceptance before the pet takes up residence within the strata lot.
- 4.3 The pet owner shall be held fully responsible for his or her pet's behavior, and for cleaning up after or repairing damage caused by his or her pet, while the pet is on limited common property or common property.
- 4.4 Pets shall be kept on a leash while on common property, whether inside or outside the building.
- 4.5 An Owner whose pet proves to be a nuisance or causes damage, whether in the strata lot or on common property, shall be ordered in writing by the Council to control the animal. In the event that the Owner fails to control the animal after receipt of one

warning, a second written notice shall be issued by Council, cancelling the Pet Agreement and ordering the removal of the animal permanently from the property. Should the Owner fail to comply within thirty (30) days of receiving the second written notice, the Owner shall be fined in accordance with section 23 of these Bylaws, for the time period that the offending animal continues to occupy the premises.

- 4.6 Pets must be controlled so as to prevent fouling of the common property. Damage caused by the fouling of common property shall be repaired at the pet owner's expense. Excrement deposited on the common property by pets must be immediately removed by the pet owner. Failure to do so will result in a fine, in accordance with section 23 of these Bylaws, in addition to any repair cost.
- 4.7 Visitors with pets shall be informed of, and must comply with, this Bylaw and any Rule pertaining to pets. Should a visitor not ensure compliance, the visitor's host shall be held responsible for either the clean-up or the cost of the repair. Visiting pets shall not be permitted to reside within the host's strata lot for a period longer than fourteen (14) days.
- 4.8 Council may, under special circumstance, waive any section of this Bylaw.
- 4.9 Dogs are not permitted in the central courtyard area.

5. Inform Strata Corporation

- 5.1 Within two (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.
- 5.2 Within two (2) weeks of a tenant residing in a strata lot, the Owner of that strata lot must provide the Strata Corporation with the tenant's name, strata lot number and telephone number and a signed Form K.
- 5.3 All Owners and tenants are required to provide the Manager with at least one (1), but preferably two (2), emergency contacts (name, addresses, telephone numbers) for use, if required, and in the event that they are absent from the Greater Vancouver area: 1) a local contact within the Greater Vancouver area for use in the event of emergencies; 2) a family member or close friend at any location for use, if necessary, in the event of serious accident, illness or injury, etc.
- 5.4 The contact person should be able to reach the Owner or tenant in their absence and also hold keys to their vehicle if left parked in the parking garage (or alternatively keys may be left with the Manager).
- 5.5 It is essential that the Council and Manager can have a meaningful verbal dialogue with all Owners or tenants at any reasonable time. It is also incumbent on Owners and tenants to be aware of, and to fully understand, the Bylaws.
- 5.6 Any Owner or tenant who is unable to converse in English to the point that they can properly understand, or that they can be reasonably well understood, shall, upon request by the Council or Manager, appoint two (2) unrelated local interpreters who can be contacted for assistance on such occasions. Such Owners or tenants shall at all times keep the Council or its Manager currently informed of the names and telephone numbers of the two (2) interpreters appointed.

5.7 The Council should be advised of any lot that is alarmed or monitored. Alarms must be silenced within 20 minutes. If lot access cannot be arranged then the Strata Corporation has the right to enter the lot after 20 minutes and silence, disable or break the alarm at the cost of the Owner.

6. Alterations/Renovations

6.1 An Owner, tenant or occupant 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, frames and sills thereof) 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) flooring; or
- (h) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act.

6.2 An Owner, tenant or occupant must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.

6.3 The Strata Corporation must not unreasonably withhold its approval under section 6.1 or 6.2, but as a condition of its approval, it may require an Owner, tenant or occupant to:

- (a) present design drawings and specifications pertaining to the proposed alteration;
- (b) ensure that all work is done to a standard and is of a quality consistent with that of the rest of the building;
- (c) obtain all necessary permits and governmental approvals and provide copies thereof to the Strata Corporation (as the case may be);
- (d) provide proof of third party liability insurance in an amount specified by the Strata Corporation;
- (e) in the case of a tenant or occupant making the request, provide a written approval of the changes by the Owner; and
- (f) in the case of an alteration to common property (including limited common property) have the Owner of the strata lot enter into a written agreement that they shall be responsible for any future repair and maintenance costs relating directly or indirectly to the alteration. The Owner shall, prior to transferring title to the strata lot cause any future Owner to agree in writing to be bound by the terms of such agreement.

- 6.4 If approval for an alteration is given, only licensed and qualified trades may carry out work on the electrical, plumbing, heating and fire suppression systems.
- 6.5 The Strata Corporation, at an Owner's expense, may return to its previous condition any alteration which has been made and has not been approved.
- 6.6 An Owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the Strata Council will alter the exterior appearance of the building.
- 6.7 An Owner, tenant or occupant must not make alterations to any yard, garden bed, grass, shrub, tree or plant without prior written approval of the Strata Council. Failure to do so will result in Council instructing the alteration to be returned to original at the Owner's cost.
(Amended AGM August 28th, 2017)
- 6.8 The granting of permission by the Strata Council to alter common property or limited common property comes with the condition that the Owner requesting permission and all subsequent Owners on title be responsible for the maintenance and repair of said alteration and to indemnify and save harmless the Strata Corporation for any costs occasioned as a result of the alteration.
(Amended AGM August 28th, 2017)

7. Insurance

- 7.1 In the event that loss or damage occurs to a strata lot, common property, limited common property or common facilities that gives rise to a valid claim under the Strata Corporation's insurance policy, the Owner of the strata lot from which the damage originated is responsible for the deductible portion of the Strata Corporation's policy relative to the loss or damage.
- 7.2 In the event that an Owner, the occupants of their strata lot, their tenant or their guests, servants or agents cause damage to common property, limited common property or common facilities and the damage so caused is not covered by insurance, the Owner shall be held responsible for such loss and promptly reimburse the Strata Corporation for the full costs of repair or replacement of the damage done.

8. Inspection of Strata Lots for Bylaw Compliance

- 8.1 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:
 - (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; and
 - (ii) to ensure compliance with the Act and these Bylaws.
- 8.2 The notice referred to in subsection 8.1 (b) must include the date and approximate time of entry and the reason for entry.

DIVISION 2 – POWERS AND DUTIES OF STRATA CORPORATION

9. Repair and Maintenance

9.1 The Strata Corporation must repair and maintain all of the following:

- (a) common assets of the Strata Corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year; and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) 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;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards.

10. Acquisition and Disposal of Personal Property

For the purposes of section 82(3) of the Act, the Strata Corporation may acquire or dispose of personal property up to and including \$1,000.00 in value without approval by way of a resolution of the Owners passed by a 3/4 vote. If the acquisition is approved as part of the Operating Budget, then the amount for the purpose of section 82(3) shall be in the amount set out in the Operating Budget.

DIVISION 3 – STRATA COUNCIL

11. Strata Council Size

- 11.1 The Strata Council must have at least three (3) and not more than seven (7) members.
- 11.2 The spouse of an Owner may sit on the Strata Council. However, only one Owner from a strata lot may sit on the Strata Council at any one time.

12. Strata Council

- 12.1 An Owner of a strata lot whose Strata Fees are in arrears for more than sixty (60) days is ineligible for election to the Strata Council.
- 12.2 An Owner of a strata lot who is a member of the Strata Council and whose Strata Fees are in arrears for more than sixty (60) days must resign from Strata Council.

13. Strata Council Term

- 13.1 The term of office of a Strata Council member ends at the end of the Annual General Meeting at which the new Strata Council is elected.

13.2 A person whose term as Strata Council member is ending is eligible for re-election.

14. Removing Strata Council Member

14.1 Unless all the Owners are on the Strata Council, the Strata Corporation may, by a Resolution passed by a majority vote at an Annual or Special General Meeting of the Strata Corporation remove one or more Strata Council members.

14.2 After removing a Strata Council, the Strata Corporation must hold an election at the same Annual or Special General Meeting to replace the Strata Council member for the remainder of the term.

15. Replacing Strata Council Member

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

15.2 A replacement Strata Council member may be appointed from any person eligible to sit on the Strata Council.

15.3 The Strata Council may appoint a Strata Council member under this section even if the absence of the member being replaced leaves the Strata Council without a quorum.

15.4 If all the members of the Strata 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 Strata Council by complying with the provisions of the Act, the Regulations and the Bylaws respecting the calling and holding of meetings.

16. Officers

16.1 At the first meeting of the Council held after each Annual General Meeting of the Strata Corporation, the Strata Council must elect, from among its members, a President, a Vice President, a Secretary and a Treasurer.

16.2 A person may hold more than one office at a time, other than the offices of President and Vice President.

16.3 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.

16.4 If an officer other than the President is unwilling or unable to act for a period of two (2) or more months, the Strata Council members may appoint a replacement officer from among themselves for the remainder of the term.

17. Calling Strata Council Meetings

17.1 Any Strata Council member may call a Strata Council meeting by giving all the other Strata Council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

17.2 The notice does not have to be in writing.

- 17.3 A Strata Council meeting may be held on less than one week's notice if:
- (a) all Strata Council members consent in advance of the meeting; or
 - (b) the meeting is required to deal with an emergency situation and all Strata Council members either:
 - (i) consent in advance of the meeting; or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

18. Requisition of Strata Council Hearing

- 18.1 By application in writing, stating the reason for the request, an Owner or tenant may request a hearing at a Strata Council meeting.
- 18.2 If a hearing is requested under subsection 18.1, the Strata Council must hold a meeting to hear the applicant within one month of the request.
- 18.3 If the purpose of the hearing is to seek a decision of the Strata Council, the Strata Council must give the applicant a written decision within one week of the hearing.

19. Quorum of Strata Council

- 19.1 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.
- 19.2 Council members must be present in person at the Council Meeting to be counted in establishing a quorum.

20. Strata Council Meetings

- 20.1 At the option of the Strata Council, meetings may be held by electronic means, so long as all members and other participants can communicate with each other.
- 20.2 If a Strata Council Meeting is held by electronic means, Strata Council members are deemed to be present in person.
- 20.3 No person other than a member of the Strata Council shall be entitled to attend a meeting of the Strata Council unless authorized by a Resolution of the Strata Council or unless they have requested a hearing before the Strata Council. In the course of a meeting of the Strata Council where observers have been permitted, any person or persons (other than members of the Strata Council) may be excluded from such meeting by a Resolution of the Strata Council.
- 20.4 Further to subsection (3), no observers may attend those portions of Strata 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 Strata Council's opinion, unreasonably interfere with an individual's privacy.

21. Voting at Strata Council Meetings

- 21.1 At Strata Council Meetings, decisions must be made by a majority of Strata Council members present in person at the meeting.
- 21.2 If there is a tie vote at a Strata Council Meeting, the President may break the tie by casting a second, deciding vote.
- 21.3 The results of all votes at a Strata Council Meeting must be recorded in the Strata Council Minutes.

22. Strata Council to Inform Owners of Minutes

- 22.1 The Strata Council must inform Owners of the Minutes of all Strata Council Meetings within two (2) weeks of the meeting, whether or not the Minutes have been approved.

23. Delegation of Strata Council Powers and Duties

- 23.1 Subject to sections 23.2 and 23.4, the Strata Council may delegate some or all of its powers and duties to one or more members or persons who are not members of the Strata Council, and may revoke the delegation.
- 23.2 The Strata 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 section 23.3.
- 23.3 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.
- 23.4 The Strata 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.

24. Spending Restrictions

- 24.1 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.
- 24.2 Despite section 24.1, a Strata 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.
- 25. Limitation on Liability**
- 25.1 A Strata 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 Strata Council.
- 25.2 Subsection 25.1 does not affect such a person's liability, as an Owner, for a judgment against the Strata Corporation.
- 26. Unapproved Expenditures**
- 26.1 For the purposes of section 98(2) of the Act the maximum unapproved expenditure for the Strata Corporation, together with all other unapproved expenditures for the Strata Corporation, shall not exceed \$5,000.00.

DIVISION 4 – ENFORCEMENT OF BYLAWS AND RULES

27. Penalties

- 27.1 The Strata Corporation may fine an Owner or tenant a maximum of:
- (a) \$200 for contravention of a Bylaw;
 - (b) \$500 for contravention of a Rental Restriction Bylaw (if applicable); and
 - (c) \$50 for contravention of a Rule.
- 27.2 The Strata Corporation may impose a fine on an Owner or tenant for continuing contravention of a Bylaw or Rule every seven (7) days.
- 27.3 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 equal to ten percent (10%) of the outstanding balance of amount owing and if such default continues for a further 15 days, an additional fine equal to ten percent (10%) of the outstanding balance of amount owing will be levied against and paid by the Owners or tenant, as the case may be, and for each additional month such default continues, an additional fine equal to ten percent (10%) of the outstanding balance of amount owing will be levied against and paid by the Owners or tenant.

- 27.4 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 or any Rule which may be established from time to time by the Strata Council pursuant to the Act or these Bylaws, shall become part of the assessment of the Owner 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 such assessment and the Strata Corporation may not register a lien against such separate component.
- 27.5 Where the strata corporation takes steps, including commencing any form of legal proceeding against an owner or tenant, in order to:
- (a) enforce the bylaws or the rules; or
 - (b) collect monies owing to the strata corporation (including, but not limited to, fines, chargebacks and insurance deductibles) it shall be entitled to charge to and recover from the owner or tenant against whom the action is taken, its actual legal costs and other fees and costs incurred in doing so.

(Amended SGM December 15, 2020)

28. Continuing Contravention

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

DIVISION 5 – ANNUAL AND SPECIAL GENERAL MEETINGS

29. Quorum

Notwithstanding section 48(3) of the Strata Property Act, the eligible voters present, in person or by proxy at call to order of a general meeting shall constitute a quorum.

(Amended SGM December 15, 2020)

30. Person to Chair Meeting

- 30.1 Subject to section 30.2 and 30.3, Annual and Special General Meetings of the Strata Corporation must be chaired by the President of the Council.
- 30.2 If the President of the Council is unwilling or unable to act, the meeting must be chaired by the Vice President of the Council.
- 30.3 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, including a Property Manager.

31. Participation by Other than Eligible Voters

- 31.1 Tenants and occupants may attend Annual and Special General Meetings, whether or not they are eligible to vote.

- 31.2 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.
- 31.3 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.
- 31.4 A vote for strata lot may not be exercised, except on matters requiring a unanimous vote, if the Strata Corporation is entitled to register a lien against that strata lot under s.116 of the Act.

32. Electronic Attendance at Meetings

- 32.1 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.

33. Voting

- 33.1 At an Annual or Special General Meeting, voting cards must be issued to eligible voters.
- 33.2 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.
- 33.3 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.
- 33.4 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.
- 33.5 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.
- 33.6 If there are only two (2) strata lots in the Strata Plan, section 33.5 does not apply.
- 33.7 Despite anything in this section, an election of Strata Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- 33.8 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.

34. Order of Business

- 34.1 The order of business at Annual and Special General Meetings is as follows:
 - (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve Minutes from the last Annual or Special General Meeting;

- (f) deal with unfinished business;
- (g) receive reports of Strata Council activities and decisions since the previous Annual General Meeting, including reports of Committees, if the meeting is an Annual General Meeting;
- (h) ratify any new Rules made by the Strata Corporation under section 125 of the Act;
- (i) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting;
- (j) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General Meeting;
- (k) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (l) elect a Strata Council, if the meeting is an Annual General Meeting;
- (m) terminate the meeting.

DIVISION 6 – VOLUNTARY DISPUTE RESOLUTION

35. Voluntary Dispute Resolution

- 35.1 A dispute among Owners, tenants, the Strata Corporation or any combination of them may be referred to a Dispute Resolution Committee by a party to the dispute if:
- (a) all the parties to the dispute consent; and
 - (b) the dispute involves the Act, the Regulations, the Bylaws or the Rules.
- 35.2 A Dispute Resolution Committee consists of:
- (a) one Owner or tenant of the Strata Corporation nominated by each of the disputing parties and one Owner or tenant chosen to Chair the Committee by the persons nominated by the disputing parties; or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all disputing parties.
- 35.3 The Dispute Resolution Committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 7 – MISCELLANEOUS BYLAWS

36. Small Claims Actions

- 36.1 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.

37. Use of Patios and Balconies

- 37.1 An Owner, tenant or occupant of a strata lot shall not place any items on the balcony or patio except the following; barbecues, related barbecue utensils, patio furniture and plants. Patios and balconies shall not be used for storage of any type (including bicycles) and shall not contain any items other than those listed above.
- 37.2 An Owner, tenant or occupant shall not use their balcony or patio for hanging laundry.
- 37.3 An Owner, tenant or occupant must not place any indoor-outdoor carpeting on any deck, patio or balcony not install any hanging plants or baskets or other hanging items within three feet of a balcony railing line.

38. Garbage Disposal

- 38.1 An Owner, tenant or occupant shall not allow refuse to accumulate in their strata lot and shall remove ordinary household refuse and garbage from his strata lot and deposit it in the compactor or containers provided by the Strata Corporation for that purpose. Large objects must be broken down and garbage shall be bagged and tied before depositing. An Owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from their strata lot and the common property at his own expense. No one under the age of 16 years shall enter the garbage room without adult supervision. All cardboard must be flattened and disposed of in the cardboard recycling container.
- 38.2 Residents must separate household garbage into organics, non-organics and recyclables by disposing the garbage in the appropriate containers in the garbage room according to the instructions posted in the garbage room and on the garbage containers.
(Amended AGM August 12th, 2015)
- 38.3 Only clear plastic bags must be used for the disposal of non-organic household garbage. Organic household garbage must be separated and deposited in the appropriate containers; no bag of any kind is to be used to dispose the organic garbage.
(Amended AGM August 12th, 2015)

39. Bicycles, Storage

- 39.1 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 claims that may properly be made under any insurance policy maintained by the Strata Corporation by anyone that is an insured under that policy.

40. Parking and the Underground

- 40.1 All vehicles parked in the underground parking must be licensed, insured and capable of being driven. However, an owner may apply to the Strata Council for an exemption to this section of the Bylaw for the purposes of temporary storage for up to three (3) consecutive months in a calendar year. Storage permission and exception to this section of the bylaw is limited to only one occasion in a 12-month period. Upon expiry of the 3 month period, the vehicle must be either licensed and fully insured or removed from the Owner's parking stall and the common property. The vehicle owner must provide proof of storage liability insurance with a minimum amount of \$5,000,000. (Amended AGM August 25th, 2020)
- 40.2 Owners, tenants and occupants shall park their vehicle(s) in the stall(s) assigned to them by the Strata Corporation. Parking of vehicles other than those owned or leased by an Owner, tenant or occupant shall not be permitted without the prior approval of the Strata Council. Unauthorized vehicles parked in assigned stalls shall be towed without notice and at the vehicle owner's expense.

- 40.3 Only Owners may rent additional parking stalls, either for their personal use or on behalf of their tenant. However, should an Owner's strata account fall into arrears, the Strata Corporation may withdraw the privilege of renting additional parking stalls after providing the Owner with 24 hours' written notice.
- 40.4 Owners, tenants and occupants must supply the make, model and license plate number of their vehicle(s) to the Property Management Company.
- 40.5 Parking stalls shall not be utilized as storage space or as makeshift work area.
- 40.6 Recreational vehicles, tent trailers and all-terrain vehicles shall not be stored on limited common or common property. **(Amended AGM August 12th, 2015)**
- 40.7 Repairs to or oil changes on vehicles or other mechanical equipment on common property is prohibited.
- 40.8 Owners of vehicles dripping oil, gasoline or any other fluid causing stains to either limited common property or common property shall clean up the affected area. Failure to do so within seven (7) days of receipt of a notice from the Council shall result in a fine being levied and the Council arranging for the cleaning and charging all costs associated with the cleaning back to the vehicle Owner. In the situation of repeat offenders, Council shall have the authority to prohibit the offending vehicle from parking in the underground parking lot or anywhere else on the Strata Corporation's common property and/or limited common property until the Owner of the vehicle provides proof that the vehicle has been repaired.
- 40.9 Owners, tenants and occupants must ensure that the garage door has closed completely before driving away.
- 40.10 Vehicle speed in excess of ten (10) kilometers per hour on common property is prohibited.
- 40.11 Parking in the driveways shall not be permitted.
- 40.12 Vehicles parked in a manner contrary to these Bylaws or any Rules of the Strata Corporation shall be removed from the common property to an impounding yard by a towing company. The cost of the towing and storage of the vehicle shall be paid by the Owner of the vehicle.

41. Visitor Parking (Amended AGM August 26th, 2019)

- 41.1 Owners, tenants and occupants must not park in the designated Visitor parking areas.
- 41.2 Visitors whose vehicles are parked in a Visitor Parking stall must ensure that a visitor parking pass is clearly displayed on the dashboard of the vehicle. (Vehicles not displaying a pass may be towed with no warning at the owner's expense).
- 41.3 Except with the written permission of council, no vehicle may be parked in Visitor Parking for longer than 48 hours in 7 day period. (A request to park longer than 48 hours must be made in writing and must specify the period of the stay, the license plate number, the make and colour of the vehicle and the strata lot making the request).
- 41.4 Any vehicle found to be in violation of any provision of this bylaw or of a rule pertaining to parking of vehicles may, at the discretion of the council, be towed at the expense of the owner of the vehicle.

42. Security

- 42.1 Owners and residents of Ascada will be provided with key fobs that open the overhead gates, the garbage room, the amenity and exercise rooms and only the entrance doors to their individual building, not the other buildings.
- 42.2 No Owner, tenant, occupant or visitor shall leave open, or unlocked any outside entrance or fire escape for the purpose of moving into or out of a strata lot or otherwise, unless they are in constant supervision of the entrance.
- 42.3 No Owner, tenant, occupant or guest shall let another person, including tradesmen or deliverymen into the building when entering or leaving, unless that person is known to them.
- 42.4 An Owner, tenant or occupant must verify who is on the enter-phone before admitting that person into the building or the complex.
- 42.5 No Owner, tenant, occupant or visitor is permitted in any part of the restricted common areas of the Strata Corporation, such as the roof, electrical rooms, mechanical rooms and locked rooms other than their own; except with express permission of the Strata Council.
- 42.6 Solicitation is not permitted anywhere in or about the property for any cause, except as required by the Election Act (Canada) and similar provincial legislation.
- 42.7 Remote control transmitters are not to be left in Owners', tenant's or occupant's vehicles.
- 42.8 Owners, tenants and occupants must stop to wait for both the entrance and exit gates to the underground parkade to close prior to entering or exiting the underground parkade. At the exit gate all vehicles must come to a complete stop before driving over the City sidewalk.
- 42.9 An Owner, tenant or occupant must not give entrance codes or other means of access to common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these Bylaws.
- 42.10 An Owner/resident shall be accountable for his/her allocated access fob. In the event that an allocated access fob has been lost or is missing the Owner/resident of the lost or missing access fob must immediately notify the Strata Management Company and/or the Resident Caretaker so that the missing access fob can be deactivated in order to prevent intrusion into the building. Failure to give notice will result in a \$200 fine being levied against the strata lot of the Owner/resident of the lost/missing fob.

(Amended AGM August 12th, 2015)

43. Move In

- 43.1 A non-refundable fee of \$200 will be assessed each time there is a move into a strata lot in one of the apartment buildings by an Owner, tenant or occupant. If the moving needs to take place on the resident caretaker's days off an additional \$100 will be assessed for a total fee of \$300

(Amended AGM August 29th, 2016)

- 43.2 An Owner, tenant or occupant may only move into or out of a strata lot between the hours of 8:00 a.m. and 4:00 p.m. For moves into or out of a strata lot that occur after 4:00 p.m. an additional fee of \$100 will be assessed to the Owner of the strata lot.
- 43.3 Persons moving into and out of an apartment building must co-ordinate with the Resident Caretaker of the building at least seven (7) days in advance of such moves, or such lesser period as the Strata 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 Resident Caretaker of the building, the Owners or tenant will be subject to a fine.
- 43.4 An Owner or tenant must notify the Strata Corporation in advance of the date and time that the Owners or tenant will be moving into or out of the strata lot.

44. Selling of Strata Lots

- 44.1 An Owner of a strata lot, when selling his strata lot, will not permit Realtor "For Sale" signs to be placed on or about the common property or "For Sale" signs to be placed in the window of a strata lot. Only one sign stating "Units for Sale, Contact Your Local Realtor" will be permitted to be hung on the signpost at the front entrance to the complex.
- 44.2 An Owner of a strata lot, who wishes to sell their strata lot without the assistance of a Realtor may put their unit number and telephone number on the "For Sale by Owner" sign at the front entrance to the complex. Dimensions of the signs are to be restricted to a maximum of 10" x 24".
- 44.3 An Owner of a strata lot, when selling a strata lot, may hold a public open house. Anyone attending an open house will buzz the unit, and will be escorted on common property at all times by the Owner or their agent. The front door may not remain open during an open house, or be left unsecured, and no visitors to an open house may wander the common property alone. (Amended AGM August 21st, 2018)
- 44.4 No lock boxes are permitted on the door of any strata lot or anywhere on the common property or limited common property.

45. Hardwood Floors

- 45.1 An Owner of a strata lot who has or installs hard floor surfaces such as engineered hardwood, laminate, or tile in a strata lot must take all reasonable steps to satisfy noise complaints from neighbours, 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 carpets and avoiding walking on such flooring with hard shoes. As flooring is insured by the Strata Corporation, Owners wishing to install hard surface flooring or change currently installed hard surface flooring must obtain the prior written approval of the Strata Corporation before proceeding with such change or installation and must comply with the following requirements:

The new engineered hardwood or laminate flooring to be installed must have:

1. A 3.2mm or greater acoustic foam underlay that provides over 70 STC (Sound Transmission Class) rating and 70 IIC (Impact Insulation Class) rating. Plus;
2. A 6mm or greater vapor barrier that provides over 70 STC and 70 IIC rating, and;
3. A 8mm or thicker laminate or engineered flooring.

Copies of the invoices noting the technical specifications for the flooring and its underlay must be provided.
(Amended AGM August 29th, 2016)

45.2 No Renovation refuse may be left on the common areas of the Strata Corporation. All renovation refuse must be disposed of and removed at the owner's expense, ensuring cleanliness of all common areas.
(Amended AGM August 29th, 2016)

46. Amenity Room Rental

46.1 An Owner, tenant, occupant may rent the amenity rooms at a user fee to be determined by the Strata Council and set out in the Rules for the Strata Corporation.

47. General

47.1 An Owner, tenant, occupant or visitor shall not smoke in the interior common areas, including the elevator, the parkade, as well as exterior common areas 6 meters from each opening, window, door or make up air intake. This Bylaw does not apply to the balconies, decks or yards of units.

47.2 No signs, billboards, advertising or notices of any kind shall be erected or displayed on the common property or strata lot, if visible from common property.

47.3 Christmas lights shall be permitted between November 15th and January 31st only and shall not be attached to the vinyl siding or in a manner so as to damage the building's structure.

47.4 No live Christmas trees will be permitted in a strata lot. Strata lot residents may only have artificial trees.

47.5 Children playing on the common property must be supervised, at a level and in a manner appropriate for their age, by an adult who is responsible for their care. (Amended AGM August 26th, 2019)

47.6 While in a strata lot or on the common or limited common property, children must not be permitted to create or make noises and sounds which unreasonably disturb other residents.
(Amended AGM August 26th, 2019)

48. Smoking

48.1 An Owner, tenant, occupant or visitor must not smoke:

- (a) on the interior common property, such as but not limited to hallways, lobbies, elevators, storage rooms and parking garages;
- (b) on a balcony, deck or patio;
- (c) on the exterior common property within 7.5 meters of a door, a window or an air intake vent.

48.2 An Owner, tenant, occupant or visitor who smokes within a strata lot must not permit the smoke to escape their strata lot such that it can be smelled by another resident.

49. Severability

The provision contained in this document shall be deemed independent and severable, and the invalidity in whole or in part of any Bylaw or Regulation does not affect the validity of the remaining Bylaws or Regulations, which shall continue in full force and effect.

ASCADA – STRATA PLAN BCS 2783

RULES

COMMON AREAS

1. Parents are responsible for the conduct and behavior of children playing on the common property and courtyard areas.
2. No mechanical devices are to be used on the common property at any time. Such devices shall include but not necessarily be limited to: Rollerblades, Scooters, Bicycles, Tricycles and Wagons.
3. No games requiring the use of balls, pucks, bats, sticks, nets or projectiles shall be played on the common property, including the courtyard.
4. No children under the age of 12 shall be permitted to play on the common property or courtyard area unless they are properly supervised at all times by an adult resident of Ascada.
5. The use on the common property, or the courtyard, of swimming or wading pools, water features or any vessels designed to hold significant quantities of water is prohibited at all times.
6. The lane along the front of the townhouses is a designated fire lane. Parking in fire lanes, even for brief periods of time is strictly prohibited by section 41 of the BC Fire Code. Vehicles found parked in violation of the law will be towed away and impounded at the Owner's risk and expense without any prior notice or warning.
7. Residents shall not park their vehicles in visitor parking stalls.
8. Residents must remove all personal possessions from the common property or the courtyard immediately after use. The personal possessions shall include, but not be limited to, children's toys.

9. Children will not be permitted to deface the common property by using chalk on the patios, pathways, sidewalks, driveway, asphalt surfaces or any other location.
10. Absolutely nothing is to be attached to or placed on the common property without the prior written approval of the Strata Council.
11. No Owner, tenant, occupant or visitor shall create or allow to be created, any level of noise on the common property that unreasonably disturbs another Owner, tenant or occupant. On advice that another resident has been disturbed, all noise shall immediately cease.
12. No Owner, tenant or occupant shall place any litter anywhere on the common property.
13. All garbage must be placed within proper garbage bags that do not leak, and those bags must be securely tied prior to transport down to the garbage/recycle rooms. Reusing plastic bags provided by grocery and food outlets for garbage disposal is prohibited. Grocery/shopping bags have holes in them and their use as garbage bags creates leaks which stains carpeting and elevator/foyer floors.
14. Use of parking stalls, patios or balconies for storage is prohibited. The Storage of any flammable materials (i.e. anything that will burn) anywhere on the common property is also a violation of the BC Fire Code.
15. There shall be no speeding anywhere on the common property. The speed limit on common property shall be ten (10) kilometers per hour.
16. No mechanical, automotive or any other repair work is to be carried out in the parking garage or anywhere on the common property.
17. No vehicle shall be allowed to drip any automotive fluid, including motor oil, onto the common property or parking stalls. Residents will be required to immediately have leaking vehicles repaired and will be responsible for the removal of the automotive fluid and subsequent cleaning of the common property and/or parking stall.
18. All Owners, tenants and occupants shall wait for the parking garage gates to fully close before driving away.
19. Owners, occupants and tenants shall properly dispose of all garbage and recycling in a sanitary fashion. Close attention is to be paid as to placement of items in the correct bins or recycle totes. Owners, tenants and occupants shall not place large personal items either in or near the garbage bins or totes. Owners, tenants and occupants must make their own arrangements for the pick up and disposal of large personal items as the garbage and recycle contractor is under no obligation to load and haul them away.
20. Smoking is prohibited anywhere on the common property. Smoking on the common property is also in violation of provincial law.
21. Owners, tenants and occupants shall be held responsible for the cost to repair any and all damage caused to common property. Owners, tenants and occupants shall be held vicariously responsible for any and all damage caused by their visitors and guests.

22. Owners, tenants, occupants, visitors, contractors and delivery personnel are required to wear a face mask while in the common areas of the building. This includes but is not limited to elevators, lobbies, stairwells, hallways, parkade, storage rooms and garbage rooms.

AMENITY ROOMS

23. All amenity/media/meeting/exercise rooms must be securely locked before leaving.
24. Council use of the amenity rooms shall take precedence over all other functions.
25. The cost to rent the Amenity Rooms shall be \$50.00 per event. A damage/security deposit in the amount of \$200 shall be paid when the room reservation is placed.
26. All requests to rent the amenity rooms for private functions shall be on a first-come, first-served basis.
27. No alcohol is to be consumed in Amenity Rooms or anywhere on the common property.
28. The maximum number of attendees within the 15322 Amenity Room shall not exceed fifty (50).
29. All garbage and debris must be removed and discarded in a sanitary fashion and the room(s) must be cleaned after the event.
30. The amenity rooms shall be inspected with the Resident Caretaker prior to the event. Another inspection will be carried out after the event and any cleaning costs or damage repair costs applicable to the event will be paid by the person or persons renting the facility.
31. Every effort must be made to keep noise generated at a function at a reasonable level so as to not disturb other residents. There must be no noise generated by gatherings, events or functions within the Amenity Rooms after 10 p.m.
32. Children under the age of 19 must be accompanied at all times by an adult Owner or resident of Ascada while using the amenity/meeting/media rooms. Minors between the ages of 16 and 19 are permitted to use the exercise room equipment without the presence of an adult only if authorized to do so in writing, by their parent or guardian.
33. The use of all manner or type of barbecues or cooking or food heating devices on the common property adjacent to the amenity rooms or anywhere else other than on limited common property (i.e. patios and balconies) is prohibited.
34. Smoking is prohibited within, or on the common property adjacent to, the Amenity rooms.
35. No animals shall be permitted within the amenity rooms except those required for the assistance of visual or hearing or otherwise physically impaired persons.
36. Pool table use shall be limited to one game and rotated at one game intervals when others are waiting to play.
37. Flat screen TV use shall be limited to one program or DVD and rotated at one program or DVD intervals when others are waiting to use the equipment.

38. All exercise equipment must be cleaned immediately after use and made ready for the next user.