

## **AMENDED RULES**

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**AMENDED RULES OF  
STRATA PLAN LMS 4456**

**SCOPE**

- 1.1 The following rules amend and supersede all prior rules of the strata corporation.
- 1.2 The rules supplement the strata's bylaws and, in the case of any conflict, the bylaws shall prevail.
- 1.3 The rules pertain to the use and appearance of common property and other issues relating to common assets, including procedures for the strata corporation and residents to observe in connection with such matters.

**Hazardous Materials and Trash Disposal Generally**

- 2.1 Hazardous items, including inflammable or unsanitary materials, must not be placed in storage areas or elsewhere on common property, including the garbage disposal area. Arrangements for the disposal of materials that are hazardous, bulky or heavy or other than ordinary household trash shall be made through the concierge and any expenses incurred by the strata corporation shall be charged to the resident involved.
- 2.2 Ordinary household refuse and garbage must be securely wrapped to prevent odors and leakage and placed in the designated containers located in the garbage/recycling room and on no other common property. Any recyclable materials must be sorted and deposited into the designated containers. Cartons are to be broken down and secured with cord or tape.
- 2.3 A resident must not permit any construction debris, construction materials or their packaging associated with his/her strata lot to be deposited in the strata corporation's disposal containers.

**Use of Common Property During Moves and Deliveries**

- 3.1 A resident using the elevator during a move or for the delivery of bulky items must ensure that the elevator service key is used to control the elevator and the doors are not jammed in any manner. In addition, the resident must ensure that the elevator is protected with proper wall pads and floor coverings.
- 3.2 During the move or delivery, lobby doors shall not be left open and unattended and furniture may not be left piled in the main lobby or in the halls on any floor.
- 3.3 The resident must ensure that all common areas are left damage free and clean and, upon completion of the move or delivery, all hallways and common areas immediately vacuumed if the move or delivery has introduced dust or other debris into the building.

### **Use of Common Property During Repairs or Alterations**

4.1 An owner must give the concierge two working days notice prior to the scheduled arrival of contractors or repair personnel.

4.2 Delivery of construction materials must be through P1,P4 or P5. The owner must ensure that all the requirements for elevator use, lobby access and clean-up specified in rules 3.1 to 3.3 are complied with. In addition, the owner must ensure that drop cloths are put down and removed daily between the elevators and the strata lot where the work is taking place and that all halls, stairs and other public areas which have been soiled by the work in progress are cleaned daily.

4.3 The hours of work shall be restricted to 8 a.m. to 5 p.m. Monday through Friday and from 10 a.m. to 5 p.m. weekends and statutory holidays.

4.4 An owner or the owner's representative must be in attendance during the performance of all significant work operations.

4.5 The owner performing or contracting for the work shall be responsible, financially and otherwise, for ensuring that all required permits and licenses are obtained.

### **Applications to Make Alterations to Common Property, Etc.**

5.1 Applications to the council to obtain its written approval necessary under bylaws 4.1 to 4.3 regarding alterations to common property, common systems (such as plumbing or electrical wiring), party walls, ceilings and structural elements must contain a diagram and description of the work to be performed, an explicit statement of how the foregoing building elements will be affected; a list of all applicable permits, licenses and approvals from the governmental authorities that will be required (copies of which must be provided to the strata corporation before any work may actually begin); proof that the contractors performing the work will be licensed, bonded and carry at least \$100,000 in liability insurance and a showing that the standard of work to be performed and the materials to be used will be not less than those originally used.

5.2 Applications must contain an explicit acknowledgement that all work to be performed will be done at the sole expense of the owner; that it will not impair or increase the cost of the strata corporation's insurance coverage; that the owner will be responsible for any damage and all costs caused by the work to other owners or the strata corporation as well as for the costs of any future maintenance of any altered common property as long as he/she remains an owner; and that prospective owners will be advised by the owner that any new owners will remain subject to the same obligations.

5.3 An application to apply film of any type to the curtain window wall of a strata lot must show that the film to be used is of a type that is clear and will not alter the uniform appearance of the building. The application must also establish the qualifications of the persons who are to apply the film as well as satisfy the other requirements of rules 5.1 and 5.2.

5.4 An application to install hard surface flooring shall establish that an impact isolation barrier will be installed under such flooring which has at least similar impact isolation characteristics to that of Neutra-Phone product (manufactured by Royal Mat Inc.) ASTM standardized impact isolation class rating that adds at least 19 points of impact isolation (according to the standardized scaled) to the original floor structure.

5.5 The strata council may condition the approval of the application on the incorporation of such other safeguards and guarantees as it deems appropriate to protect the interests of the strata corporation or the owners of other strata lots.

5.6 If an application is not acted upon within 60 days or is denied, the applicant, upon request, will be entitled to a hearing by the strata council on the application.

### **Pets**

6.1 Residents have been required to obtain written approval from the council for the keeping of any pet pursuant to bylaw 2.3 and its predecessor bylaws, all of which have been worded the same since the first strata lots were purchased. The council will not approve the keeping of any pet under this bylaw other than normally domesticated animals such as dogs, cats, and small caged birds or mammals. No normally feral animals will be approved such as ferrets or other members of the weasel family, serpents, insects, rats or mice, or any other type of animal which, if loosed in the building, could cause damage to persons or property or spread disease.

6.2 The total gallonage of aquaria on a strata lot shall in no event exceed 100 without the written approval of the council which approval shall be conditioned on proof that appropriate measures will be taken to preclude leaks and spills from affecting common property or other strata owners.

6.3 A pet owner is required to keep a pet quiet and controlled so that the pet does not threaten or impose unwanted contact of any type on other users of the common property. A pet owner must immediately clean up any befouling of common property by its pet and repeat instances of such occurrences will be grounds for the council to order the pet to be removed from the premises.

6.4 Pets, particularly dogs, should be restrained by a leash while on common property and if the pet menaces or harms other persons, or causes damage, the fact that a pet was not secured by a leash will be regarded as an aggravating factor in the council's determination of fines and other remedies.

6.5 The strata council may order an unregistered pet to be removed forthwith and may enforce its order by appropriate court proceedings. The council may also revoke its authorization for any pet which becomes a nuisance; or which causes unreasonable interference with the use and enjoyment of the strata lots of other residents or of the common property; or which has been permitted to violate these rules. If authorization is revoked, the strata council may order the removal of the animal forthwith and enforce the order with appropriate injunctive relief but, in the absence of an immediate threat posed by the pet to the residents and visitors to the building, the owner of the pet, upon request, shall be entitled to a prior hearing before the council.

6.6 Pet owners are responsible for their pets in the first instance but a strata owner must assume ultimate liability for any action by a pet that is resident on his/her strata lot, whether or not he/she actually owns the pet and whether or not any actions of the pet similar to its behaviour giving rise to liability had previously occurred.

### **Miscellaneous Restrictions**

7.1 Parking. Residents and their visitors may park only standard sized vehicles in their strata lot's designated parking places. No trucks, commercial vehicles, motor homes, trailers, or similar are permitted. No unlicensed or uninsured vehicles or boats may be stored in parking places. Any unauthorized vehicle or vehicle parked in an unauthorized space is subject to towing at the owner's expense. Parking spaces must be used exclusively for parking and no other activity of any type, including washing or vacuuming or servicing a vehicle, may be performed in any parking area. Vehicles leaking oils or depositing other residues may not be parked in the parking areas and the strata owner involved will be responsible for clean up costs. Residents must register the license plate number of all vehicles, including those of visitors, which are authorized to use their parking space in order to avoid towing at the resident's expense.

7.2 Bicycles. Bicycles and tricycles are to be stored in the bicycle storage room which is to be used exclusively for that purpose.

7.3 Prohibited Activities. In all common areas, the following activities are prohibited: smoking, loitering, skateboarding, use of roller skates or in line skates, hockey, playing ball or other games and any other activity that obstructs or interferes with residents' or visitors' use of the common property for the purposes for which it is intended.

7.4 Blinds, Drapes and Shades. A resident must install and use interior blinds which are Solarfective Product Ltd., Series 3000, solar roller sheers, tele shades or equivalent with a weave/openness factor of 14% and a color equivalent to Solarfective Ninja Grey. If internal drapes or shades are used, the backing facing the windows must be white, off-white or some other similar neutral shade.

7.5 Signs and Notices. Residents may post notices on the designated bulletin board in the main lobby subject to being removed if deemed inappropriate by the Council. Posted items are subject to removal by the concierge after being displayed for a week.

7.6 Excessive Noise. Between the hours of 11:00 pm and 6:00 am residents must ensure that the noise level originating from their strata lot or their use of the common property is not sufficiently loud to disturb others in the building. In addition, residents must immediately comply with any reasonable request to reduce the level of noise coming from their strata lot regardless of the time of day.

7.7 Admittance of strangers. Residents are responsible for anyone they admit to the building. A resident shall not facilitate the admission of strangers by buzzing them in without knowing whether they will be in the building for a legitimate purpose. If strangers gain entry by following

a resident through lobby doors or the parkade gates, the resident must report the entry to the concierge.

7.8 No resident shall install any display of any kind, including artwork or furniture, in common areas such as hallways or lobbies nor shall any resident modify common areas without the Strata's express written permission and subject to such conditions as the Strata may impose. In addition to any fines to be imposed for the violation of this rule, and/or any applicable bylaw, any unauthorized display or modification may be removed and corrected by the Strata Corporation and the costs of removal, correction and storage, if any, shall be charged to the resident who placed the unauthorized articles in the common areas. Before removing such property, the Strata shall give the resident at least 7 days notice but, if removal by the Strata should prove necessary, the Strata Corporation will accept no responsibility for damage to the resident's property during the storage or removal process. *(Added March 30, 2004.)*

7.9 Any property of any individual that is left on strata common property, including the aisles, corners and other spaces not assigned to a particular unit in storage rooms, shall be disposed of immediately and without notice or compensation if hazardous.

In cases where the ownership of non-hazardous property left on strata common property is not clearly evident from the item itself, all residents having regular access to the area will be notified of the nature of the item but, if none come forward to claim it as their property and remove it within 15 days after notice is mailed, the property shall be considered abandoned and will be disposed of without compensation to persons who may later claim it. *(Added Sept. 22, 2004)*

### **Complaint Procedures Regarding Bylaw or Rules Infractions**

8.1 Residents are encouraged to report bylaw and rules infractions to the concierge who may be able to effectuate an immediate cessation of the improper activity through direct contact with the offending party. Regardless of the outcome of the incident, however, the concierge will make note of the incident and report all such incidents to the council just prior to each regularly scheduled council meeting.

8.2 In order to initiate formal council consideration of a complaint which may result in the imposition of fines and other remedies, the complaining party must lodge with the concierge a written complaint which sets forth the time, place and particulars of the event and persons complained of. Such complaints will be forwarded to the property agent who will investigate the issue and, if appropriate, will issue a notice of noncompliance with the relevant bylaw or rule to the accused party. The property agent will also produce a report and recommendation concerning the matter that will be considered at the next regularly scheduled council meeting. If, based in the report of the property agent, the council believes a fine should be levied, the council will issue a letter to the offending party informing him/her of the council's tentative decision and advising of the right to a hearing. If the accused party does not request a hearing within two weeks of having been sent notice, the council's decision shall become final and any remedy ordered must be implemented without delay and any fine imposed will be due and payable on the first day of the following month. If the accused party does request a hearing, it shall be held at the next scheduled council meeting. The accusing party will also be notified and given an opportunity to

be heard. The council shall, within one week, issue a written opinion disposing of the matter which shall be served on any person who appeared before the council.

8.3 The concierge staff has been instructed to initiate written complaints when they become personally aware of violations of the rules or bylaws.

8.4 Any council member is also authorized to initiate complaint procedures but that member shall not vote or deliberate with the council in its determination of the complaint nor of any complaint made against the council member.

### **Binding Effect, Definitions and Severability**

9.1 The rules are binding on all owners, other residents of their strata lots and their visitors to the same extent as the bylaws are binding on such persons and are enforceable by the same remedies and fines except that the maximum fine for the violation of a rule shall be \$50.

9.2 Terms used in these rules shall have the same meaning as terms used in the strata's bylaws.

9.3 The provisions of these rules shall be deemed independent and severable and the invalidity of any rule or part of a rule shall not affect the validity of the remainder of the rules which shall continue in full force and effect as if the invalid rule or part thereof had never been included.