



STRATA PLAN NW 3119 QUEEN'S GATE

BYLAWS

**STRATA PLAN NW 3119
QUEEN'S GATE BYLAWS**

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INTERPRETATION

It is a basic principle underlying these bylaws that the Strata Corporation be maintained in perpetuity as an adult oriented community. The operating procedures of the Strata Corporation shall create and preserve conditions favoring the quiet enjoyment of the private and common facilities by mature adult owners and residents in their retirement and pre-retirement years. The interpretation of these bylaws shall be in accordance with this intent.

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. If an owner fails to pay monthly strata fees by the 10th day of the month the Strata Corporation may apply a fine of \$50.00 per month or portion thereof that the fee remains unpaid.
- (2) When strata fee payments are three (3) months in arrears and after notice has been served according to Section 112 of the Act, a lien will be placed on the strata lot in accordance with Section 116 of the Act at the owner's expense for the total monies due including all legal and other expenses.
- (3) If an owner fails to pay a special levy at the required time the strata corporation may apply a fine of \$50.00 per month or portion thereof that the special levy remains unpaid and after notice has been served according to Section 112 of the Act, a lien will be placed on the strata lot in accordance with Section 116 of the Act at the owner's expense for the total monies due including all legal and other expenses.
- (4) Any sums paid by an owner to the strata corporation will be applied firstly to any outstanding fines and then to outstanding strata fees.
- (5) Where an owner fails to pay a strata fee or special levy, outstanding fee and/or levy will be subject to an interest charge of 10% per annum, compounded annually. (May 26, 2009)

2 Repair and maintenance of property by owner

- (1) An owner must repair and maintain his strata lot, including pipes, wiring, cables, controls and fixtures within his 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) An owner must promptly carry out all work that may be ordered by any public or local authority to his strata lot and pay all charges and assessments that may be payable in respect of his strata lot.

3 Use of property

An owner, tenant, occupant or visitor shall not:

- (1) Use his strata lot or permit the same to be used in a manner that is inconsistent with the intent of these bylaws.
- (2) Use a strata lot, limited common property, common property or common assets in a way that causes a nuisance or disturbance to another person.
- (3) Cause excessive noise between the hours 11.00 p.m. and 7.00 a.m., defined to include but not limited to:
 - (a) noise or vibration or other disturbance created or caused by household members or guests which can be detected by the unaided ear inside the boundaries of any other strata lot;
 - (b) Any musical instrument, amplifier, sound reproduction equipment or other device used within or about any strata lot, the common property or any limited common property that causes a disturbance or interferes with the comfort of any other owner, tenant or occupant.
- (4) Interfere with the rights of other persons to use and enjoy the common property, common assets or another strata lot.
- (5) Cause undue traffic or noise or that encourages loitering by persons in or about the strata lot or common property.
- (6) Perform illegal acts or any injurious actions to damage the reputation of the Strata Corporation.
- (7) A strata lot and the common property (including limited common property) must not be used, occupied or modified for the purpose of the growing, producing, harvesting, marketing, selling or distribution of cannabis or marijuana. Storage within a strata lot or transport through common property of cannabis or marijuana is also prohibited, except for quantities less than or equal to limits specified (if any) for legal personal possession of cannabis or marijuana under relevant Canadian or BC legislation.
- (8) Use his strata lot contrary to the purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (9) Shake mops or dusters of any kind from windows or balconies. No object shall be thrown out of a window, door, passage, or other part of a strata lot or from the common property.

- (10) Display from windows, patios, or balconies any laundry, clothing, bedding or other articles so that they are visible from outside of the building.
- (11) Permit his strata lot to be occupied as a place of residence by more than two persons in a one bedroom or four persons in a two-bedroom strata lot.
- (12) Use skateboards, roller blades or scooters on the common property.
- (13) Cause damage to trees, plants, bushes, flowers or lawns nor place chairs, tables, or other objects on lawns or grounds that will damage them or prevent their growth.
- (14) Allow his strata lot or limited common property assigned to that strata lot, or permit the same to become unsanitary or a source of odor or a fire hazard.
- (15) Erect or display without prior written consent of the strata council, signs, billboards, placards, advertising or notices of any kind on the common property or a strata lot, except signs for the sale or rental of a strata lot that are permitted on the bulletin board at the front entrance. This bylaw shall be interpreted in a manner consistent with election legislation.
- (16) Trespass on limited common property that is assigned to another strata lot.
- (17) Permit a material substance, especially burning material such as cigarettes or matches, to fall out of any window, balcony, door, patio, or other part of a strata lot or the common property.
- (18) Store in a strata lot or bring onto the common property any item which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or -any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy.
- (19) Carry out carpentry or other work in a strata lot or on the common property except between the hours of 8:00 a.m. and 6:00 p.m. Monday through Saturday.
- (20) Store dangerous or hazardous materials in the locker assigned to each strata lot. Items stored in a locker must not protrude above the top of the locker wall.
- (21) Canvass door to door within the complex. Canvassing may be permitted in the entry foyers with the prior written authorization of the council. This bylaw shall be interpreted in a manner consistent with election legislation.
- (22) Allow cut Christmas trees in strata lots; however, exterior decorative lights and decorations on common property (lounge, pub and four (4) building lobbies) and limited common property are only permitted between November 15th and January 15th of the following year.
- (23) Cause false fire alarm to be generated in the strata lot. When the Fire Department or the R.C.M.P. are required to respond to a false alarm generated in an owner's suite, the owner of the applicable strata lot will be fined one hundred dollars (\$100.00) by the City of Richmond. Where the fine is levied against the Strata

Corporation for the owner's false alarm, the Strata Corporation will levy a \$100.00 fine against the owner's strata lot.

- (24) Cause loss or damage, other than reasonable wear and tear, to the common property, common asset, or those parts of strata lot which the Strata Corporation must maintain under these bylaws or insure under section 149 of the Act. The strata lot owner will be deemed responsible for the costs associated with replacement or repair of such loss or damages.
- (25) Install window or door screens unless the colour of the window and door screen frames matches that of the window or door frame.

An owner, tenant, occupant or visitor shall:

- (26) Remove ordinary household refuse and garbage from his strata lot and deposit it in the containers provided by the Strata Corporation for that purpose.
- (27) Ensure that all garbage is securely bagged in suitable plastic bags and securely tied before depositing in the common garbage containers.
- (28) Deposit recyclable materials into the appropriate blue boxes and place corrugated cardboard into the yellow containers.
- (29) Remove any materials other than ordinary household refuse and garbage including but not limited to appliances, mattresses, carpeting and furniture from the strata plan property at his own expense.
- (30) Store bicycles in the bicycle storage rooms. Bicycles are not permitted in the elevators, hallways, or on patios or balconies. Bicycles must be registered with the caretaker and tagged.
- (31) Obtain prior written approval of council before any tree or shrub can be donated to the common area.
- (32) Ensure that the surface of any window or door covering in a strata lot including drapes, blinds or shutters, that is immediately adjacent and parallel to the exterior windows and is visible from the outside of the strata lot, be cream or white in colour.
- (33) Common Property:
 - (a) Driveways, sidewalks, entrances, elevators, stairways, lobbies and hallways shall not be obstructed or used for any purpose other than for strata lot ingress or egress.
 - (b) Lockboxes are prohibited from being affixed in any way or manner, permanently or temporarily to any exterior part of the Queen's Gate common property, save and except for those lockboxes used by the Richmond Fire department.
 - (c) No litter, materials substances, or any other unauthorized articles shall be left on common property, including parking areas.

- (d) Residents are to keep common hallway suite doors closed.

3 A. Short Term Use Restriction

- (1) An Owner, Tenant or Occupant must not use or permit the use of all or part of a residential strata lot as short-term accommodation, by anyone who, directly or indirectly, pays or gives the owner, tenant or occupant any fee, compensation or other remuneration. Without restricting the generality of the foregoing, an owner, tenant or occupant must not:
 - (a) enter into a license for the use of all or part of a strata lot;
 - (b) permit any strata lot or part thereof to be used or occupied as vacation, travel or temporary accommodation (such as Airbnb or Vacation Rental By Owner) for any period of time; or
 - (c) directly or indirectly advertise, market, promote or license for use of any strata lot or part thereof as vacation, travel or temporary accommodation (such as Airbnb or Vacation Rental By Owner) for any period of time.
- (2) An owner, tenant or occupant who uses a strata lot in contravention of this bylaw may be subject to a maximum fine of \$1,000 for each day that the strata lot is used as short-term accommodation.

4 Barbecues

- (1) The only types of barbecue that are allowed in the complex are propane or electric barbecues. Barbecues may only be used on patios or balconies. Barbecues shall be used in a manner that does not interfere with another resident's enjoyment of a strata lot or the common property.

5 Patios and Balconies

- (1) No items shall be placed on any patio or balcony except:
 - (a) planters raised on feet or wheeled platforms;
 - (b) barbecues, summer furniture and accessories;
 - (c) self-contained trellis or arbors, which shall not be affixed to exterior walls.
- (2) Planters, barbecues, summer furniture and accessories shall be in keeping with the balance of the development in terms of design, quality, proportion and colour. Any hanging plants, baskets, planters, items or equipment must be maintained in a good and tidy condition by the owner, tenant or occupant entitled to the use of the limited common property on which the items are placed and all items must be contained inside the balcony railing line.
- (3) Plant feed and fertilizers on the patio or balcony surfaces must be removed promptly to avoid damage due to chemical reaction on the balcony surfaces. Remedial costs for such damage will be charged to the owner.

- (4) Wind chimes are not allowed.

6 Inform Strata Corporation

- (1) Within two 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) Within two weeks of becoming a resident, occupant or tenant the Strata Corporation shall be provided with the occupant's name, strata lot number and telephone number.

7 Altering a strata lot

- (1) Changes to a strata lot must comply with Section 70 of the Act and
- (2) An owner must obtain written approval of council before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building or interior walls;
 - (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 Strata Property Act;
 - (h) antennas, satellite dishes, supplementary heating systems or air conditioning devices, awnings, smoke stacks, enclosures, retaining walls, greenhouses or canopies attached, placed or located on the outside of the building or the common property including but not limited to patios or balconies;
 - (i) changes to the wiring, plumbing, piping inside any wall;
 - (j) all hard surface flooring (including but not limited to hardwood, laminates, tiles) on party floors in hallways, living rooms, dining rooms or bedrooms must be installed with 6 mm (minimum) cork underlayment, or other sound deadening underlayment with TIC (Impact Insulation Class) rating of 70 or more. If underlayment other than cork is used, a copy of the underlayment specification must be submitted for approval.

- (3) Hours of work permitted are Monday to Saturdays from 8:00 a.m. to 6:00 p.m. No work on Sundays or Holidays is permitted.
- (4) Contractor is responsible for removing all debris, old carpet, boards, drywall, etc. No debris of any kind is to be placed in the garbage or recycling bin.\
- (5) Any damage to common property sustained because of the construction will be repaired by council and owners assessed accordingly. The onus is on owners to ensure that contractors do no damage to common property.
- (6) Owner and contractor are responsible for the security of the building at all times.
- (7) Elevator must be pre-booked to transport any construction material to and from the suite.
- (8) The owner will be responsible for obtaining all applicable permits before commencing the work and obtaining such permits is a condition of the council's approval.
- (9) The council may require as a condition of its approval that the owner agrees in writing to take responsibility for any expenses relating to the alteration.
- (10) The owner who receives approval may be required to sign an Assumption of Liability Agreement. On the sale of a strata lot owners must include all obligations and costs that may apply 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 removal will be charged to the new owner.
- (11) 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,
- (12) The council reserves the right to require, or to have an owner provide, specified professional supervision or inspection, or both, of the approved alterations. The council may include specified supervision or inspection as a requirement of approval.

8 Unauthorized alterations to a strata lot or common property

- (1) Any unauthorized alteration to a strata lot, limited common property or common property is prohibited and must be removed at the owner's expense if the council orders that alteration be removed.

9 Permit entry to strata lot

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage,
 - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act, or
 - (c) to ensure compliance with the Strata Property Act and these bylaws including, but not limited to, the annual fire inspections.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
 - (3) Any additional cost incurred resulting from lack of co-operation for access to a strata lot will be charged to the strata lot owner.
 - (4) The Caretaker may be provided with a duplicate key for each strata lot to be used in case of emergency. Failing this, in the event of any emergency emanating from a strata lot whose owner, occupants or the Caretaker cannot be contacted, access for protection of the common property or safety will be gained at the owner's expense.

Division 2 -- Powers and Duties of Strata Corporation

10 Notices

- (1) The word "notice" shall include any request, statement or other writing required or permitted to be given by the Strata Corporation to the owner of the strata lot.
- (2) Unless otherwise specifically stated in these bylaws, delivery of any notice required to be given under this Act or under these bylaws shall be well and sufficiently served if mailed to the owner at the address of his strata lot or if left with him or some adult person at that address.
- (3) A notice given by post shall be deemed to have been given four (4) days after it is posted.
- (4) An owner must advise the Strata Corporation in writing of a change of address at which notice shall be given.

11 Management of Contingency Reserve Fund

Subject to the Strata Property Act, the Strata Corporation must:

- (1) Determine the levy for the contingency reserve fund, which shall be not less than ten percent (10%) of the total contributions to the operating fund for the current fiscal year.
- (2) Arrange for any additional contribution to be approved by a resolution passed by a three quarter (3/4) vote at an annual or special general meeting if the amount in

the contingency reserve fund at the end of any fiscal year is equal to or greater than one hundred percent (100%) of the total annual budgeted contribution to the operating fund.

- (3) Account for money in the contingency reserve fund separately from other money of the Strata Corporation.
- (4) Invest all of the money in the contingency reserve fund in one or the other or a combination of the following:
 - (a) those investments permitted to a trustee under section 15 of the Trustee Act;
 - (b) insured accounts with savings institutions in British Columbia;
- (5) Ensure any interest or income earned on the money in the contingency reserve fund becomes part of the fund.

12 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; including but not limited to; pipes ducts cables and wiring.
- (3) Limited common property, but the duty to repair and maintain it is restricted to the repair and maintenance that in the ordinary course of events occurs less often than once a year.
- (4) A strata lot, but the duty to repair and maintain it is restricted to:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) doors, windows and skylights on the exterior of a building or that front on the common property, or limited common property.
 - (d) railings and similar structures that enclose patios and balconies.

Division 3 — Council

13 Powers and duties of the Strata Council

The powers and duties of the Strata Corporation shall be subject to any restriction imposed or direction given by a resolution passed by a majority vote at an annual or special general meeting, be exercised and performed by the Council of the Strata Corporation.

14 Council size and membership

- (1) The council must have at least 3 and not more than 7 members.
- (2) An owner will not be entitled to be elected to councilor continue to stand on council if the strata corporation is entitled to register a lien against that strata lot under section 116 of the Strata Property Act.
- (3) Where more than one (1) person owns a strata lot, only one (1) owner of the strata lot shall be a member of the Council at anyone time.

15 Council members' terms

- (1) The term of office of a council member ends at the end of the annual general meeting at which time the new council is elected.
- (2) A person whose term as council member is ending is eligible for re-election.

16 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 for cause.
- (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.

17 Replacing council member

- (1) If a council member resigns or is unwilling or unable to act for a period of two or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of two 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 Strata Property Act, the Regulations and the bylaws respecting the calling and holding of meetings.

18 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, and a treasurer.

- (2) The vice president has the powers and duties of the president while the president is absent or is unwilling or unable to act, or for the remainder of the president's term if the president ceases to hold office.
- (3) If an officer other than the president is unwilling or unable to act for a period of two or more months the council members may appoint a replacement officer from among themselves for the remainder of the term. In the absence of both the president and the vice president, the members present shall from among themselves appoint a president for that meeting, who shall have all the duties and powers of the president while so acting.

19 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.

20 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.

21 Quorum of council

- (1) A quorum of the council is:
 - (a) three (3), if the council consists of five (5) or six (6) members;
 - (b) four (4), if the council consists of seven (7) members.
- (2) Council members must be present in person at the council meeting to be counted in establishing a quorum.

22 Council meetings

- (1) The Council may meet together for the conduct of business, adjourn and otherwise regulate its meetings with sufficient notice to the Owners.

- (2) 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.
- (3) If a Council Meeting is held by electronic means, Council Members are deemed to be present in person.
- (4) Owners may attend Council Meetings as observers. Owners may attend and speak to Council on matters once communicated to Council in writing.
- (5) Despite Bylaw 22(4), 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) any other matters if the presence of observers would, unreasonably interfere with an individual's privacy;

23 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.

24 Council to inform owners of minutes

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

25 Strata Council Duties

The specific duties of the Strata Council include but are not limited to the following:

- (1) keeping a list of the names of owners and tenants, and similar documents;
- (2) paying Strata Corporation bills;
- (3) making themselves accessible by providing a telephone number or some other method of contact;
- (4) entering into Strata Corporation contracts and supervising the performance of duties under those contracts;
- (5) hiring and supervising employees of the Strata Corporation;
- (6) keeping all Strata Corporation records;

- (7) making records available for inspection and copying for the owners for a charge of not more than 25 cents (25¢) per page;
- (8) calling and conducting general meetings;
- (9) completing "Information Certificates" (Form B) and "Certificates of Payment"(Form F);
- (10) preparing the budget and financial statements;
- (11) directing investments and expenditures;
- (12) collecting strata fees and other money owed to the Strata Corporation;
- (13) enforcing the bylaws and rules;
- (14) obtaining adequate Strata Corporation insurance;
- (15) exempting the application of rental restriction bylaws for individual owners-based on hardship;
- (16) may employ for and on behalf of the Strata Corporation agents and employees as it thinks proper for the control, management, administration and maintenance of the common property, facilities or other assets of the corporation and the exercise and performance of the powers and duties of the corporation.

26 Delegation of council's powers and duties

- (1) Subject to any restriction imposed or direction given by a resolution passed by a majority vote at a general meeting, delegate to one or more of its members, or to a member or committee of members of the Strata Corporation, or to its manager, those of -its powers and duties it thinks proper, and at any time revoke a delegation.
- (2) Subject to subsections (3) to (5), 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.
- (3) 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 (4).
- (4) 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.
- (5) 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

27 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) The Strata Corporation may only make a non-approved expenditure out of the operating fund that does not exceed \$1,000 (one thousand dollars).
- (3) The total of all non-approved expenditures that are made from the operating fund in the same fiscal year whether of the same type or not must not exceed \$5,000 (five thousand dollars).
- (4) Despite subsections (1, 2 and 3), the Strata Council 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.
- (5) The Strata Council must inform owners as soon as feasible about any non-approved expenditure.

28 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.

29 Committees

- (1) Separate committees may be formed to assist the Strata Council including but not limited to:
 - (a) A Bylaw Committee to make recommendations to the Council for the addition, deletion or change of bylaws and rules;
 - (b) A Finance Committee to make recommendations to the Council for the annual Budget and review income and expenses;

- (c) A Garden Landscape Committee to make recommendations to the Council for keeping the landscape well maintained;
 - (d) A Social/Recreational Committee to assist Council in the promotion of activities for the residents of Queen's Gate;
 - (e) A Building Committee to assist the Council by making recommendations for the maintenance of the common property and special projects;
 - (f) A Block Watch to assist Council in maintaining the security of the complex.
 - (g) An Emergency Response Committee to assist Council in the event of emergencies.
- (2) Each committee will consist of a minimum of three (3) people comprised of:
 - (a) one (1) member of Council as liaison with the committee; and
 - (b) any residents who wish to volunteer or others appointed by Council.
 - (3) A committee's annual financial report, where applicable, shall be submitted for the Annual General Meeting.
 - (4) Committees may meet monthly or more often as necessary.
 - (5) Each committee must elect a chairperson and other positions as necessary, unless otherwise determined by Council.
 - (6) A written committee meeting report is to be submitted to Council prior to the council monthly meeting.

Division 4 — Enforcement of Bylaws and Rules

30 Maximum fine

- (1) Unless otherwise provided for in the bylaws the Strata Corporation may fine an owner or tenant:
 - (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.
- (2) The Strata Corporation must follow the procedure in the Strata Property Act Section 135 before imposing a fine.

31 Continuing Contravention

Unless otherwise provided for in the bylaws:

- (1) If an activity or lack of activity that constitutes a contravention of a bylaw continues without interruption for longer than seven (7) days, a fine of \$200.00 may be imposed every seven (7) days.

- (2) If an activity or lack of activity that constitutes a contravention of a rule continues without interruption for longer than seven (7) days, a fine of \$50.00 may be imposed every seven (7) days.

32 Annual General Meeting

- (1) An annual general meeting must be held no later than two (2) months after the Strata Corporations fiscal year end.
- (2) All business shall be deemed special that is on the agenda:
 - (a) at an annual general meeting, with the exception of the consideration of accounts, approving the budget, election of members to the strata council and ratification of the Rules.
 - (b) at a special general meeting, except the ratification of the Rules.

33 Quorum

- (1) Unless these bylaws provide otherwise business shall not be transacted at a general meeting unless a quorum of persons entitled to vote is present at the time when the meeting proceeds to business.
- (2) Unless otherwise provided in these bylaws one third (1/3) of the persons entitled to vote constitutes a quorum.
- (3) 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. 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.
- (4) Notwithstanding section 48 (3) of the Act, if within one half (1/2) hour from the time appointed for a special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the demand of members.

34 Person to chair meeting

- (1) The president of the council must chair annual and special general meetings.
- (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 those present at the meeting.

35 Participation by other than eligible voters

- (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote including tenants and occupants must leave the meeting if requested to do so by the chair of the meeting.

Division 5 — Annual and Special General Meetings

36 Proxies

- (1) A proxy stands in the place of the person appointing the proxy, and can do anything that person can do, including vote, propose and second motions and participate in the discussion unless limited in the appointment document.
- (2) A document appointing a proxy:
 - (a) must be in writing and be signed by the person appointing the proxy;
 - (b) may be either general or for a specific meeting or a specific resolution; and
 - (c) may be revoked at any time.
- (3) Subject to the Regulations any person may be a proxy except persons who provide strata management services and employees of the Strata Corporation.

37 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 abstentions, 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 councilor any other vote must be held by secret ballot if an eligible voter requests the secret ballot.
- (7) An owner will not be entitled to vote at a general meeting except on matters requiring a unanimous vote if the strata corporation is entitled to register a lien against that strata lot under section 116 of the Strata Property Act..

38 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 the agenda.
- (6) Approve minutes from the last annual or special general meeting.
- (7) Deal with unfinished business.
- (8) Receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting.
- (9) Ratify any new rules made by the Strata Corporation under section 125 of the Strata Property Act.
- (10) Report on insurance coverage in accordance with section 154 of the Strata Property Act, if the meeting is an annual general meeting.
- (11) Approve the budget for the coming year in accordance with section 103 of the Strata Property Act, if the meeting is an annual general meeting.
- (12) Deal with new business, including any matters about which notice has been given under section 45 of the Strata Property Act.
- (13) Elect a council if the meeting is an annual general meeting.
- (14) Terminate the meeting

Division 6 — Animals and Pets

39 Animals and Pets

- (1) An owner, tenant or occupant must not keep any pets on a strata lot other than:
 - (a) a reasonable number of fish or other small aquarium animals;
 - (b) up to 2 caged birds; ,
 - (c) one cat or one small dog that is not greater in height than 40 cm (15 % inches) when measured from floor to shoulder.
- (2) The owner of a pet shall be fully responsible for its behavior at all times.

- (3) An owner, tenant or occupant shall inform visitors of the rules concerning pets and will be responsible for the cost of any clean up or repair required because of pets being brought on to the common property by their visitor.
- (4) All owners of a strata lot shall ensure that pets kept in their strata lot are registered with the caretaker with a written description of the pet and the owner's strata lot number.
- (5) An owner, tenant, occupant or visitor must ensure that all pets are leashed or otherwise secured when on the common property. The owner is responsible for the immediate clean up of any pet excrement that occurs on common property and must dispose of it by sanitary means.
- (6) A pet shall not cause a nuisance to any resident.
- (7) Pets shall not be exercised on common property.
- (8) Pets are not allowed in any of the recreation areas.
- (9) If the council receives a written 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:
 - (a) take no action;
 - (b) fine the owner;
 - (c) require the owner to pay the costs of remedying the contravention; or
 - (d) order the immediate removal of the pet from the strata lot in which case the pet is to be removed within seven (7) days.
- (10) The owner of the pet will be advised about the outcome of the hearing in writing.
- (11) No wildlife shall be fed from the common property including a patio or balcony, or from a strata lot, including but not limited to birds or squirrels.

Division 7 — Marketing Activities by Owner Developer

40 Motor Vehicles

- (1) The speed limit within the complex is 10 km per hour.
- (2) Motor vehicles entering the garage have right of way.
- (3) Motor vehicles must use headlights when traveling in the garage.
- (4) Vehicles must not be parked in the fire lanes or at the building front entrances.
- (5) Motor vehicles owned or operated by residents of Queen's Gate are prohibited from parking in the courtyard and covered visitor parking at all times.

- (6) Uninsured motor vehicles, motorcycles, trailers, boats, and recreational vehicles are prohibited on the common property. Owners of unlicensed vehicles, trailers and boats must provide a copy of storage insurance with a minimum Third Party Liability coverage of two hundred thousand dollars (\$200,000.00) to the Property Manager. Motor vehicles must be in full working condition at all times. Failure to comply with the above will result in the vehicle being removed from the strata property at the owner's expense after notification.
- (7) Vehicles parked in violation of the Strata Corporation Bylaws or Rules will receive a written notice to correct the violation within fourteen (14) days unless otherwise stated in the Strata Corporation Bylaws.
- (8) An Owner may not rent an extra parking stall if their strata account is in arrears for unpaid strata fees or special levy payments. The Strata Corporation will revoke an existing rental parking agreement between the strata and the owner if the owner's account becomes and remains more than thirty (30) days overdue.
- (9) Any motor vehicles found parked in contravention of signage in place on Queen's Gate visitor's parking may be removed by Auto Towing Company authorized in writing by the council to do so. All costs to be paid by motor vehicle owner.
- (10) In order to rent an additional strata rental parking stall, an Owner must forward the request in writing.
- (11) Assigned parking stalls shall not be used in any way by a non-resident.
- (12) Residents are only permitted to use parking stalls assigned to their strata lot.
- (13) The owner of the strata lot is responsible for cleaning up any excessive oil or other spills in the parking stall that is assigned to that strata lot. Continuous oil spills will result in prohibition from parking on the common property until the motor vehicle is repaired. Offending motor vehicles will be removed at owner's expense.
- (14) Vehicles and/or other mechanical equipment shall not be repaired or serviced on common property.
- (15) No motor vehicle exceeding 5,000 kg G.V.W. or exceeding 35 feet (10.7M) in length shall be parked or brought onto the common property without the prior written consent of the council. No large articulated or semi-tractor trailer vehicles are permitted within the complex.
- (16) In addition to motorcycles, only automobiles, trailers, boats, and recreational motor vehicles not exceeding 20 feet (6.1M) in length are allowed in parking areas and only where it can be accommodated within the boundaries of a parking stall. Other items stored in an owner's assigned parking stall may be removed at the owner's expense.
- (17) Extra parking stall rentals are available to residents. These are for complete calendar months only, with rental fees due on the first day of each month and payable to the Strata Corporation. A rental agreement is available from the caretakers and must be signed for any extra parking stall. Either the Strata

Corporation or the resident may terminate the rental agreement upon one month written notice.

- (18) The car wash area is for Queen's Gate residents' use only. Motor vehicles shall be washed only in the designated car wash area. The car wash area must be left in a clean and tidy condition after use.

Division 8 - Age Restriction

41 Age Restriction

- (1) The strata lot shall be used exclusively as a private dwelling home with one member of the residence to be aged 55 years or more.
- (2) A visitor under the age of 19 years must not stay in a strata lot in excess of 90 days in any one-year period, except with the prior written consent of the council. Visitors of any age must not stay in a strata lot in excess of 30 consecutive days unless a resident aged 55 years or older is residing with them in the strata lot at the same time.
- (3) No owner, tenant or occupant of a strata lot shall permit any person under the age of 19 years to reside in his strata lot except as defined in subsection (2).
- (4) Any owner with a resident in his strata lot in violation of the age restriction bylaw will be liable to a fine of \$200.00 a month.

Division 9 - Rental Restriction

42 Rental Restrictions

- (1) The rental of strata lots in the complex is prohibited. Any owner in breach of the rental restriction Bylaws may be fined \$500.00 (Five Hundred Dollars). If the contravention continues without interruption for longer than seven (7) days, a fine of \$500 may be imposed every seven (7) days.
- (2) Notwithstanding the preceding paragraph, an owner may apply in writing for an exemption on the grounds that this bylaw causes hardship to the owner pursuant to section 144 of the Strata Property Act. An exemption allowed on the grounds of hardship will be for a period not exceeding one year.
- (3) Where the council grants an exemption to an owner to rent his or her strata lot on the grounds of hardship, the owner must re-apply for an exemption on or before the one-year anniversary of the last approval. When permission to rent is granted on the grounds of hardship, the owner must rent his or her strata lot within 60 days, or the exemption is withdrawn.
- (4) Within two weeks after renting his or her strata lot, an owner must give the Strata Corporation a copy of the Notice of Tenant's Responsibilities (Form K) signed by the tenant.

- (5) Notwithstanding the above paragraphs, the Strata Corporation is permitted to rent the Unit 100-8520 exclusively for the accommodation of On-site Managers **or in the absence of said On-site Managers, the Strata Corporation is permitted to use Unit 100-8520 as a Guest Suite for short-term stays per the Bylaws.**
- (6) For the purposes of this bylaw the terms "rent" and "rental" shall include any and all forms of tenancy or license relating to the occupancy or non-owner occupancy of a strata lot.
- (7) An owner who plans to be absent may allow friends or family to reside in their unit for up to 90 days within any one year period. Owners must inform the Strata Council with Name and Phone contact of occupants prior to departure, and must provide Unit access for inspection in the event of emergency.

Division 10 - Security

43 Security

- (1) Owners, tenants and occupants are responsible for anyone they admit into the building.
- (2) Owners, tenants and occupants shall not admit anyone who calls on the enterphone unless they are satisfied that the person is correctly identified and wishes to enter the premises for legitimate reasons.
- (3) No owner, tenant, occupant or visitor shall give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or visitor of the strata lot.
- (4) Owners, tenants and occupants shall ensure that they are thoroughly familiar with the operation of the in-suite security alarm system to minimize false alarms and the disturbance of others.

Division 11 - Move In / Move Out

44 Moving

- (1) It will be the express responsibility of the owner to ensure that all moves in or out, or by a resident of his strata lot, conform to the bylaws and rules in force.
- (2) A strata lot owner is responsible for all damage caused by residents moving into or out of his strata lot.
- (3) An owner, tenant or occupant must provide at least seven (7) days' notice to the Caretaker prior to a move taking place in order that padding and servicing of the appropriate elevator can be arranged. This applies to moving in or out of the building or from one strata lot to another within the strata property. Failure to do so will result in having the movers denied access to the property.

- (4) Furniture moving is permitted only on Monday through Sunday between the hours of 8:00 a.m. and 8:00 p.m. (May 31, 2011)
- (5) A move in fee and move-out fee of one hundred dollars (\$100.00) each will be assessed against the strata lot when there is a change of residency and is payable on or prior to the day of the move.
- (6) An Owner/Resident must pay a refundable damage deposit of five hundred dollars (\$500.00) for each move out. Any expenses incurred by the Strata Corporation attributable to the Owner/Resident and all fines levied will be deducted from the deposit. (November 22, 2017)

Division 12 - Legal

45 Insurance and Indemnity

- (1) An owner is deemed to be responsible for any loss or damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner's strata lot and the loss or damage is not covered and paid by any insurance policy.
- (2) An owner is also deemed to be responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner's tenants, co-occupants, family members, employees, agents, contractors, guests or invitees and the loss or damage is not covered and paid by any insurance policy.
- (3) If any loss or damage deemed to be the responsibility of an owner under subsection (a) and/or (b) of this bylaw results in a claim against any insurance policy held by the strata corporation, that owner shall save harmless and indemnify, and is strictly liable to reimburse the strata corporation for the full amount of any insurance deductible, any portion of insurance coverage declined and/ or any amount by which the loss or damage exceeds the insurance coverage.
- (4) If any loss or damage deemed to be the responsibility of an owner under subsection (a) and or (b) of this bylaw does not exceed the insurance deductible for an insurance policy held by the strata corporation, that owner is strictly liable and shall fully indemnify and save harmless the strata corporation for any resulting expense for maintenance, repair or replacement rendered necessary, including legal costs incurred in relation to defending any claim against the strata corporation, and/ or prosecuting any claim made against the owner, such indemnity to be on a solicitor and client basis, including disbursements, expenses, taxes, filing and / or Court fees, all on a full indemnity basis.

45.2 Small Claims

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

Division 13 - Voluntary Dispute Resolution

46 Voluntary Dispute Resolution

- (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
 - (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of:
 - (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 14 - Conditions

47 Severability

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 thereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.

48 Description

For the purposes of all bylaws, wherever the singular or masculine is used it shall be understood as meaning the plural or feminine or body corporate where the context is

required. The terms "resident" or "residents" refer to those individuals residing in the building, whether as owners, tenants or other occupants.

Division 15 – Recreation Facilities

49 Guest Suites

- (1) Reservations for the guest suites must be made with the Building Managers. Reservations cannot be made more than three (3) months in advance.
- (2) The fee for using a guest suite per night is as follows:
 - (i) Manor (Maximum 6 guests) - \$90.00 (an additional \$25.00 cleaning fee applies when renting the Manor suite for less than 3 consecutive days)
 - (ii) Buckingham, Sandringham (Maximum 4 guests) - \$60.00
 - (iii) Balmoral. Canterbury (Maximum 2 guests) - \$50.00
- (3) The guest suite can be used for a maximum of seven (7) nights per month subject to availability. A maximum of fourteen (14) nights is permitted for the Manor Suite only.
- (4) Check-in is 5:00 p.m., and check-out is 11:00 a.m. The key to the guest suite is available to pick-up during office hours on the date of occupancy.
Monday through Friday: 5:00 p.m. to 6:00 p.m.
Saturday, Sunday, Statute Holidays: 1:00 p.m. to 2:00 p.m.
- (5) Smoking is not permitted in the guest suites.
- (6) Pets are not permitted in the guest suites.
- (7) The cost to repair any damage or deficiency in the guest suite will be paid for by the Owner who rented the suite.
- (8) A twenty-five dollars (\$25.00) refundable damage deposit will be collected at the same time payment is made on guest suite rental.
- (9) Cancellation of guest suite rentals within seven (7) days of check-in date is subject to a cancellation fee of \$25.00

50 The Hobby Room

- (1) The hobby room is to be used for the benefits of the Owners and the Strata Corporation.
- (2) The hobby room is only for the use of residents who are nineteen (19) years of age and older.
- (3) Power tools, saws, sanders etc., can only be used between the hours 8.00 a.m. to 8.00 p.m.

- (4) Residents using the hobby room must take all necessary safety precautions and avoid injuring themselves or others, or damaging the building.
- (5) The hobby room is used at each owner's risk and the Strata Corporation will not be held liable for any accidents or the theft of any item.
- (6) Residents are responsible to pay for the cost to repair any damage resulting from their negligence or misuse of the hobby room, or the equipment therein.
- (7) Residents must ensure all personal items left in the workshop are identified and dated to confirm when they were left in this area. Items must be removed within a period of ten (10) days of this date, failing which these items will be removed and disposed of by the Strata Corporation.
- (8) Tools shall be signed out if they are being removed from the hobby room and must be returned immediately after they have been used. If a resident breaks a tool, the resident is responsible to fix or replace it as necessary. The Building Manager must be advised about any tool that is damaged, broken or malfunctioning.
- (9) After use the hobby room must be left in a clean and tidy condition, residents must put away all tools and materials, disconnect all power tools, and report any unusual situations to the Building Manager.
- (10) The last person to leave the hobby room must make sure all windows and doors are locked, the thermostat is turned down and the lights are out.

51 Lounge

- (1) The lounge is for the exclusive use of owners and tenants of Queen's Gate and their guests. Only ten (10) invited guests per strata lot are allowed in the Lounge and must be accompanied by the Owner at all times. If an owner wants to use the lounge and they have more than ten (10) guests, the Lounge must be rented for a private function as set out in these rules.
- (2) The lounge cannot be used for commercial functions of any kind except if the council deems the commercial function will be of benefit to all of the owners.
- (3) The lounge must be booked through the Building Manager and is available for private functions held between the hours of 9:00 a.m. and midnight, Sunday to Saturday. The function must terminate no later than 11:00 p.m. and the lounge must be vacated no later than midnight.
- (4) The fee for renting the lounge is One Hundred Dollars (\$100.00) per function and the damage deposit is One Hundred Dollars (\$100.00). The damage deposit will be forfeited for damage to the lounge or furniture or for violation of any of the rules regarding the lounge.
- (5) During private functions the upper level of the lounge may only be used for the storage of hats and coats.
- (6) A maximum of sixty (60) persons may attend a private function in the lounge.

- (7) The Coordinator and the owner of the strata lot renting the lounge shall complete a checklist immediately prior to and after the function, listing deficiencies and/or damage.
- (8) The owner or tenant renting the lounge for a private function is fully responsible cleaning up after the event, ensuring there is no smoking inside the building and controlling the noise outside the lounge including noise in the parking lot immediately outside the lounge.
- (9) Guests attending private functions in the lounge shall not park in the visitor parking areas except for those entitled to use handicapped parking. Vehicles will be towed from the visitor parking areas if they are parked in contravention to this rule.
- (10) No loud music is permitted in the lounge.
- (11) Guests attending a private function in the lounge are not permitted in any other recreational area including the swimming pool, hot tub, gymnasium, games room, hobby room or the pub areas.

52 Pub

- (1) The pub is for the use of Queen's Gate owners, tenants and their invited guests only. Only four (4) invited guests per strata lot are allowed in the pub at one time and the guests must be accompanied by the host residents at all times.
- (2) The hours of the pub are Friday and Saturday from 9:00 a.m. to 12 a.m. midnight and Sunday through to Thursday from 9:00 a.m. to 11:00 p.m.
- (3) The pub shall be left in a clean, neat and tidy condition. Any damage to the pub must be reported to the Building Manager.

53 Recreation Areas

- (1) The Strata Corporation will not be held liable for any accident, injury or death resulting from the use of the recreation areas.
- (2) The Strata Corporation is not responsible for loss of personal property in the recreation areas.

54 Gymnasium

- (1) Gymnasium is for the use of residents only.
- (2) Glassware, glass bottles, other breakable items and food are not permitted in the gymnasium.
- (3) All equipment shall be used in a manner for which it is designed.
- (4) Persons under nineteen (19) years of age are prohibited from using the exercise equipment.
- (5) Footwear with soft, non-marking soles must be worn when using the facilities.

55 Swimming Pool and Hot Tub

- (1) The swimming pool and hot tub are for the use of the residents and their invited guests. Guests using the pool and tub must be accompanied at all times by the Owner.
- (2) All safety equipment in the swimming pool and hot tub, including but not limited to hot tub covers, shall only be used for the purposes it was designed.
- (3) Glassware, glass bottles, other breakable items or food or drink are not permitted in the pool area.
- (4) Windows shall not be opened in the pool area.
- (5) The maximum number of guests that can use these facilities at one time is four (4) per strata lot.
- (6) Use of the pool by persons under nineteen (19) years of age shall be restricted to 10:30 a.m. to 7:00 p.m. daily and they must be accompanied at all times by an adult resident.
- (7) Everyone is required to take a shower before entering the swimming pool or hot tub.
- (8) The changing room facilities, such as toilets, showers, sinks, lockers etc., are to be used in conjunction with the use of the pool, or exercise facilities, and not for daily grooming.
- (9) Anyone who has a communicable disease or open wound shall not use the pool or hot tub.
- (10) Diving in the pool and boisterous or rough play in the pool area are not allowed.
- (11) Air mattresses/inflatables (except personal floatation devices) are not allowed in the pool area.
- (12) Everyone shall wear a swimsuit while they are in the pool or the hot tub.
- (13) All individuals shall cooperate so that maximum cleanliness and tidiness in the swimming pool area can be maintained.
- (14) A child wearing diapers, or who is not toilet trained, is not permitted in the pool or hot tub.
- (15) No personal hygiene/grooming (hair dying, shaving, etc.) is permitted in the pool, hot tub or change room facilities.

56 Games Room

- (1) Visitors are not permitted to use the games room facilities at any time, unless accompanied by an adult resident.

57 Guest Parking

- (1) Guests may park in the courtyard except between the hours of 12.00 a.m. (midnight) and 7.00 a.m.
- (2) Blank passes for overnight visitors' covered parking are available from the caretaker. All guest parking in the visitors' covered parking between the hours 12.00 a.m. (midnight) and 7.00 a.m. must display the pass face up on the vehicle dashboard. The pass must be clearly filled out with the date(s) the pass will be used for, the suite and building number of the resident. Each stay is limited to a maximum of seven (7) days per car per month.
- (3) Extended guest parking for up to thirty (30) days may be available for rent by application to the Building Manager. The monthly rental fee is \$25.00.
- (4) The guest parking is governed by the Owners, Strata Plan NW 3119, Schedule of Bylaws.

58 Mats

- (1) Mats are not permitted in the hallways in front of suite entrances.

59 Parking Stall Rentals

- (1) The monthly rental fee is twenty-five dollars (\$25.00) payable in advance to the Building Manager or the Property Manager.

60 Playroom

- (1) Children using the playroom must be supervised by an adult resident at all times.

61 Exemption

- (1) The strata council may grant an exemption from the operation of a bylaw or rule in order to accommodate a disability in accordance with the BC Human Rights Code.