



**FORM Y**  
**OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS**  
*(Section 245(d); Regulations section 14.6(2))*

Re: Strata Plan EPS4776, being a strata plan of:

PARCEL IDENTIFIER: 030-232-449  
LOT A SECTION 23 TOWNSHIP 1  
NEW WESTMINSTER DISTRICT PLAN EPP73485

The following or attached bylaws differ from the Standard Bylaws to the *Strata Property Act*, permitted by section 120 of the Act:

The Standard Bylaws are adopted with the following changes:

**1. Delete Clause (4) of Bylaw 3 of the Standard Bylaws, and replace it with the following:**

“(4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:

- (a) a reasonable number of fish or other small aquarium animals;
- (b) a reasonable number of small caged mammals;
- (c) up to 2 caged birds;
- (d) up to 2 dogs, or 2 cats, or 1 dog and 1 cat;

and for greater clarity, without limiting the generality of the foregoing, must not keep or harbour exotic pets, including, without limitation, snakes, reptiles, spiders or large members of the cat family.

(4A) Notwithstanding the foregoing, an owner, tenant or occupant must not keep a pet or permit the visit of a pet which is a nuisance or a danger to others on a strata lot, on common property or on land that is a common asset; it shall be an offence under these Bylaws for an owner, tenant or occupant to keep or harbour on or about their strata lot or the common property:

- (i) a resident or visiting pet which, in the opinion of the strata council, is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by other residents or visitors; or
- (ii) a resident or visiting pet which is a Vicious Dog (as defined below);

in such case, the strata council shall be entitled to order such pet to be removed permanently from the strata lot, the common property and the Development generally, within Seven (7) days after notice to the owner, tenant or occupant of the strata lot of the determination of the strata council.

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In the case of a contravention of this Bylaw in connection with a pet prohibited under subsections (i) or (ii) above, the owner of the strata lot will be subject to a fine of \$200 for each occurrence. If such offence continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

In addition to such fine, in the case of a contravention of this Bylaw in connection with a pet prohibited under subsections (i) or (ii) above, if determined appropriate by the strata council, the owner of the strata lot will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata to obtain the injunction, including actual own solicitor-client legal costs.

For purposes of this Bylaw, a Vicious Dog means the following:

- (A) any dog that has killed or injured any person or another animal while running at large;
- (B) any dog that aggressively harasses or pursues another person or animal while running at large;
- (C) any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting;
- (D) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Rottweiler or Bullmastiff (collectively, the "Breeds"); or
- (E) any dog which has the appearance and physical characteristics predominately conforming to the standards of any of the Breeds, as established by the Canadian Kennel Club or the American Kennel Club or the United Kennel Club, and as determined by a veterinarian licensed to practice in the Province of British Columbia.

(4B) An owner of a strata lot shall be fully responsible for the behaviour within the Development of any pets kept in the owner's strata lot, whether kept by the owner, tenant or occupant of the strata lot. If a pet is determined to be a nuisance by the Strata Council, it shall be removed by the owner from the Development within 30 days of written notice to the owner by the Strata Council of such determination.

(4C) An owner, tenant or occupant of a strata lots shall ensure that their pets or those of their visitors do not cause damage to buildings, improvements, trees, plants, bushes, flowers or lawns within the Development.

(4D) The resident of a strata lot shall inform visitors of the rules concerning pets, and shall be responsible for any injury or damage caused by pets brought onto the Development by their visitors.

(4E) Pigeons, seagulls, crows, starlings and other birds and squirrels, racoons and other animals shall not be fed from any strata lot or the common property.

**2. Add the following Bylaw 31 to Division 7:**

**“Bylaw 31: Marketing Activities**

- (1) If and so long as the owner developer has unsold strata lots, then it shall have the right to maintain and use one or more unsold strata lots as display units and to carry out such sales functions on or about the common property as the owner developer deems necessary to enable to sale and marketing of all strata lots in the Development including, without limitation, the following:
  - (a) erecting and placing directional, locational and advertising signage on or about the individual strata lots owned by the owner developer and common property areas;
  - (b) encouraging and allowing prospective purchasers to view the strata lots owned by the owner developer and all common property and common facilities; and
  - (c) outfitting and operating an unsold strata lot and/or the common property Amenity Building as a temporary marketing and sales office.
  
- (2) In order to allow the owner developer of the strata lots and strata corporation to market and sell the strata lots the owner developer may, until the last strata lot has been sold:
  - (a) mark for the owner developer's exclusive use visitor parking stalls as temporary parking stalls for the owner developer's sales staff, agents and prospective purchasers;
  - (b) construct temporary sidewalk access, picket fencing and landscape works for the benefit of the sales office and the display units on adjacent common property and limited common property areas; and
  - (c) allow any display unit(s) and/or sales office to remain open during customary business hours for the real estate sales industry including weekends to allow prospective purchasers unimpeded access to the strata lots owned by the owner developer and all common property and common facilities.”

**3. Add the following Bylaws:**

**“Bylaw 32: Use of Decks and Yards**

- (1) With regard to any Limited Common Property deck designated for a strata lot:

- (a) an owner shall not construct, place or install any building, fence, screen, lattice or other improvement, fixture or structure on, in or about such deck;
  - (b) an owner shall not place or install any ornamental objects, outdoor furniture, or other objects or things on, in or about such patio or deck, which are permanent or incapable of easy removal nor, in the determination of the Strata Council, an obstacle or hindrance in the repair and maintenance of such deck;
  - (c) an owner shall permit the Strata Corporation and its employees and contractors to maintain and repair the patio or deck, pursuant to the repair obligations of the Strata Corporation, as the Strata Council determines to be appropriate, and shall ensure that such maintenance and repair work is not obstructed or hindered by the owner or the occupants of the owner's strata lot; and
  - (d) the Strata Council shall have the power to require an owner maintain and repair such deck at his own expense, if he fails to comply with clauses (a), (b) and (c) above.
- (2) With regard to the Limited Common Property back yard designated for a strata lot:
- (a) an owner shall not construct, place or install any building, greenhouse, arbor, fence, screen, lattice, sign or other improvement, fixture, structure or thing in such back yard;
  - (b) an owner shall not place or install any ornamental objects, outdoor furniture, or other objects or things on or about the lawn areas in such back yard, which are permanent or incapable of easy removal, nor which are, in the determination of the Strata Council, an obstacle or hindrance in the lawn mowing and other maintenance of landscaping in such back yard by the Strata Corporation, nor which would damage the lawn areas in such back yard or prevent their growth;
  - (c) an owner shall not construct, place, install or attach any sign, markings, decoration, lattice, arbor or other improvement object or thing on or about the fencing and gates surrounding such back yard;
  - (d) an owner or any occupant of a strata lot shall not cause damage to trees, plants, bushes, flowers or lawns maintained by the Strata Corporation in such back yard;
  - (e) an owner shall permit the Strata Corporation and its employees and contractors to maintain and repair the lawn, landscaping, fencing, gates and related works in or about such back yard pursuant to the maintenance and repair obligations of the Strata Corporation, as the Strata Council determines to be appropriate, and shall ensure that such maintenance and repair work is not obstructed or hindered by the owner or the occupants of the owner's strata lot; and

- (f) the Strata Council shall have the power to require an owner to maintain and repair such back yard at his own expense, if he fails to comply with clauses (a), (b), (c), (d) and (e) above.
- (3) With regard to the Common Property front yard areas in front of a strata lot:
- (a) an owner does not have exclusive use of such front yard area in the same manner as the Limited Common Property back yard designated for such strata lot;
  - (b) an owner shall not construct, place or install any building, greenhouse, arbor, fence, screen, lattice, sign or other improvement, fixture, structure or thing in such front yard;
  - (b) an owner shall not place or install any ornamental objects, outdoor furniture, or other objects or things on or about such front yard;
  - (d) an owner or any occupant of a strata lot shall not cause damage to trees, plants, bushes, flowers or lawns maintained by the Strata Corporation in such front yard;
  - (e) the Strata Corporation and its employees and contractors shall be entitled to maintain and repair the lawn, landscaping and related works in or about such front yard pursuant to the maintenance and repair obligations of the Strata Corporation, as the Strata Council determines to be appropriate, and an owner shall ensure that such maintenance and repair work is not obstructed or hindered by the owner or the occupants of the owner's strata lot; and
  - (f) the Strata Council shall have the power to require an owner to maintain and repair such front yard at his own expense, if he fails to comply with clauses (b), (c), (d) and (e) above.

**Bylaw 33: Disturbance of Others**

- (1) No noise or other disturbances or nuisances shall be made in or about the strata lot or on the common property which, in the opinion of the Strata Council, interferes with the enjoyment by others of other strata lots or the common property.
- (2) Subject to the provisions of the *Strata Property Act*, as amended from time to time, no owner, resident or visitor shall be permitted to trespass on Limited Common Property to which another owner or owners is entitled to exclusive use or occupation.

**Bylaw 34: Hazards**

Everything should be done to reduce fire hazards and nothing should be brought onto or stored on a strata lot or the common property 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.

**Bylaw 35: Cleanliness & Garbage, Recycling and Compostables Disposal**

- (1) All household refuse and garbage shall be contained in plastic bags placed in animal proof garbage cans according to prudent housekeeping practice and otherwise in accordance with the rules and procedures set from time to time set from time to time by the Strata Council and/or the waste management service company.
- (2) Garbage cans shall be kept in the garage, and only placed at the curb for pick-up no sooner than 6:00 a.m. on the morning of the designated pick-up day and otherwise in accordance with the rules and procedures set from time to time set from time to time by the Strata Council and/or the waste management service company.
- (3) At all times, whether placed at the curb or kept in the garage, all garbage cans shall be kept firmly closed, with the lid latched.
- (4) Any unwanted or abandoned things, waste material, refuse or garbage, other than ordinary household refuse and garbage placed in animal proof garbage cans, shall be removed from the Development and properly disposed of by the owner or resident of the strata lot, and shall not be deposited anywhere on the common property.
- (5) Where recycling pick-up services are provided for certain recyclable items, such items shall not be disposed of in the regular garbage and shall be placed in the appropriate recycling bags and/or containers, in accordance with the rules and procedures set from time to time by the Strata Council and/or the waste management service company.
- (6) Where pick-up services for food waste and other compostables are provided for, such items shall not be disposed of in the regular garbage and shall be placed in the appropriate containers, in accordance with the rules and procedures set from time to time by the Strata Council and/or the waste management service company.
- (7) If the breach of any of the foregoing provisions of this Bylaw 35 by an owner or tenant result in the levying of a fine or charge by the City of Surrey and/or by the waste management service company against the Strata Corporation, then such owner or tenant shall pay to the Strata Corporation the amount of such fine or charge within 30 days of written request to do so.

**Bylaw 36: Exterior Appearance**

- (1) No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property, limited common property or the strata lot without prior written approval of the Strata Council, excepting the owner developer's rights under Bylaws 30 and 31.

- (2) No awning, shade screen, smoke stack, satellite dish, radio or television antenna shall be hung from or attached to the exterior of the strata lot, any Limited Common Property exterior use areas or any part of the common property, without prior written consent of the Strata Council.
- (3) No laundry, clothing, bedding, or other articles shall be hung or displayed in or from windows, porches, decks, balconies, stairs, patios, yards or other parts of the Development so that they are visible from the outside of the buildings.
- (4) No enclosures of Limited Common Property or other structural alterations either to the interior or the exterior of the buildings shall be made, nor shall the wiring, plumbing, piping, or other services be altered or supplemental on the strata lot or within any walls or on the common property without previous written approval of the Strata Council.
- (5) The exterior appearance of the strata lot (and its Limited Common Property exterior use areas) and the buildings shall not be altered in any way, including but not limited to the painting of exterior parts of the buildings, or the attachment of sunscreens, solariums or greenhouses, without previous written approval of the Strata Council.
- (6) An owner shall maintain, repair and replace the front window blinds standard throughout the development such that on the front streetscape of the development the windows have a uniform appearance throughout the development when window coverings are closed.

**Bylaw 37: Motor Vehicles and Parking**

- (1) No owner nor any tenant or resident of his strata lot shall park any vehicles except within the garage of his strata lot or within a Limited Common Property driveway designated for his strata lot but if and only if it fits wholly within such driveway and subject to compliance with Bylaws 37(4), (5) and (6) below. No owner nor any tenant or resident of his strata lot shall park any vehicle on or about the common property driveway serving the garage of his strata lot, unless it is a Limited Common Property driveway designated for his strata lot.
- (2) Visitor parking shall be permitted only in the designated visitor parking spaces. Visitors will not be allowed to use the visitor parking spaces for longer than twenty-four (24) hours, without written consent of the Strata Council. The Strata Council shall be entitled to impose shorter time restrictions on some or all of the visitor parking spaces from time to time as may be required to control and regulate visitor parking.
- (3) A maximum speed of 10 kph shall apply within the common property.
- (4) No commercial vehicles nor any vehicles exceeding 9,000 lbs. G.V.W. shall be parked or brought onto the common property without consent of the Strata Council, except when used in delivery to or removal from the Development. No trailers, boats, campers



or recreation vehicles shall be parked or brought onto the common property, which cannot be parked or stored inside the garage of a strata lot.

- (5) No parking is allowed anywhere along the common property roads and drive lanes or in any area not specifically designated as a parking space, nor shall any vehicle be parked in a manner which will reduce the width of a common road or drive lane.
- (6) No major repairs or adjustments shall be made to motor vehicles within garage driveways, common property roadways or other parts of the common property.
- (7) Any vehicle which does not comply with this Bylaw 37 will be removed at the owner's expense.

### **Bylaw 38: Driveways, Garages & Coach Lights**

- (1) An owner shall be responsible for the cleaning of any oil or fuel leakage or spills on or about the garage of his strata lot or the driveway (whether Limited Common Property or common property) of his strata lot, and for any charges incurred by the Strata Corporation for cleaning such leakage or spill if he fails to do so after written notice and for any increase in insurance premiums payable by the Strata Corporation resulting from such leakage or spill and/or such failure to clean such leakage or spill; and if required the Strata Corporation shall be entitled to have access during weekday business hours to such garage or driveway to carry out such cleaning, on reasonable written notice to the owner.
- (2) An owner shall at his cost ensure that the coach lights affixed to the exterior of the garage or to the deck over the garage of his strata lot is kept illuminated from dusk to dawn, each day and that such coach lights are maintained in good repair and working order.

### **Bylaw 39: Damage to Property**

- (1) Where the Strata Corporation is required to enter a strata lot for the purpose of maintaining, repairing, or renewing walls, floors, ceilings, and other structural elements or pipes, wires, cables and ducts for the time being existing in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or the common property, the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the strata lot occasioned by such works and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.
- (2) If there is an insurance claim on any insurance policy held by the strata corporation and if the act or omission to act of the owner, occupant or visitor of a strata lot was the cause of the event giving rise to such insurance claim, then the owner of such strata lot shall re-imburse the strata corporation the amount of the deductible borne by the strata corporation for such insurance claim.

- (3) The owner of a strata lot shall ensure that the owner's own condominium owner's insurance policy contains coverage for the owner's responsibility to the strata corporation under subsection (2) above.

Date: JANUARY 9, 2017.

**T.M. CREST HOMES (2007) LTD.**

**by its authorized signatory:**



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**Signature of Owner Developer**