

# THE BELLEVUE

2150 Bellevue Avenue. West Vancouver, BC

## SCHEDULE OF RULES AND REGULATIONS

Version 1.4, 2006

For the purpose of these Rules and Regulations “Residents” means collectively, Owner and/or Tenants and/ or Occupants; “a Resident” means an Owner, a Tenant or an Occupant.

### PREAMBLE

The Rules and Regulations bind The Bellevue West Building Management Ltd. and Owners, Tenants and Occupants of all Units to the same extent as if the Rules and Regulations had been signed by The Bellevue and each Owner, Tenant and Occupant and contained covenants on the part of The Bellevue with each Owner, Tenant and Occupant and on the other part of each Owner, Tenant and Occupant with The Bellevue to observe and perform their provisions.

The provisions hereof shall be deemed independent and severable and the invalidity in whole or in part of any Rules and Regulations does not affect the validity of the remaining Rules and Regulations, which shall continue in full force and effect as if such invalid portion had not been included herein.

Should any part of these Rules and Regulations be deemed unenforceable by a court of competent jurisdiction, then for the purposes of interpretation and enforcement, such Rules and Regulations and each subparagraph of such Rules and Regulations shall be deemed a separable and separate provision and the balance of the conditions contained herein shall remain in full force and effect.

### PART 1

#### DEFINITIONS

In these Rules and Regulations, the following words and phrases have the following meanings. These “defined terms” are important for the understanding and interpretation of these Rules and Regulations.

“**The Bellevue**” means the residential apartment building commonly known as The Bellevue located at 2150 Bellevue Avenue, West Vancouver, British Columbia;

**“Bellevue Plan”** means the Plan of The Bellevue attached as Schedule One (1) to the Owners’ Agreement of October 7, 1994;

**“Committee”** means the Management Committee holding office at the time of concern as elected pursuant to paragraph 8.11 of the Owners’ Agreement of October 7, 1994;

**“Manager”** means the President from time to time of Bellevue West Building Management Ltd., the British Columbia Company which was incorporated on behalf of the Owners to perform the duties and obligations of the Manager under the Owners’ Agreement of October 7, 1994;

**“Owner”** means any person, firm or corporation as defined by the term “Owner” in paragraph 1.1 of the Owners’ Agreement of October 7, 1994; and

**“Unit”** means all individual residential dwelling apartments or suites within The Bellevue as defined by the term “Apartment” in paragraph 1.1 of the Owners’ Agreement of October 7, 1994.

## **PART 2**

### **DUTIES OF OWNER**

#### **RULES AND REGULATIONS**

- 1.1 All Residents and Visitors must comply strictly with the Rules and Regulations of The Bellevue adopted from time to time.
- 1.2 The Committee must, if it determines in its discretion that a Resident is in repeated contravention of these Rules and Regulations, levy fines and the fines so levied shall be immediately added to the maintenance fees for The Bellevue Unit in respect of which such contraventions occur and shall be due and payable together with the maintenance fees for the Unit in the next month following such contravention
- 1.3 Any costs or expenses incurred by The Bellevue in remedying contravention of its Rules and Regulations shall be charged to the Owner in respect of whose Unit such a contravention occurs and added to and become a part of the maintenance fee of that Owner for the month next following the date on which the costs or expenses are incurred, and shall become due and payable on the date of payment of the monthly maintenance fee.
- 1.4 In these Rules and Regulations, if an activity or lack of activity that contravenes any Rules and Regulations continues without interruption for longer than fifteen (15) days, a fine may be imposed every fifteen (15) days.

- 1.5 Except where specifically stated to be otherwise in these Rules and Regulations the Committee may fine an Owner or Tenant \$50.00 for each contravention of the Rules and Regulations.

#### **INFORM THE BELLEVUE OF OWNER CHANGE**

- 2.1 An Owner must notify the Manager within two weeks of becoming an Owner, the Owner's name and any Occupants' names, Unit number and mailing address outside The Bellevue.

#### **PAYMENT OF MAINTENANCE FEES AND SPECIAL LEVIES**

- 3.1 An Owner must pay maintenance fees on or before the first (1<sup>ST</sup>) day of the month to which the maintenance fees relate.
- 3.2 An Owner may provide The Bellevue or its Agent with twelve (12) consecutive, monthly post-dated cheques for maintenance fees for the fiscal year of the Bellevue, dated as of the first (1<sup>st</sup>) day of each month or, if applicable, written authorization for monthly automatic debit.
- 3.3 Failure by an Owner to pay the monthly maintenance fees due for any month will result in a fine of \$75.00 for each contravention and an administration charge of \$25.00.
- 3.4 Where an Owner fails to pay maintenance fees in accordance with Rules and Regulations 3.1 outstanding maintenance fees may at the discretion of the Committee be subject to an interest charge of 10% per annum, compounded annually.
- 3.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 3.6 Failure to pay a special levy on the due date will result in a fine of \$75.00 for each contravention of Rules and Regulations 3.5 and an administration fee of \$25.00.
- 3.7 Where an Owner fails to pay a special levy in accordance with Rules and Regulations 3.5, an outstanding special levy may be subject to an interest charge of 10% per annum compounded annually and an administration fee of \$25.00.

#### **USE OF PROPERTY**

- 4.1 A Resident or Visitor must not use a Unit or limited common property in a way that
  - (a) causes a nuisance or hazard to another person;
  - (b) causes unreasonable noise;
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets, limited common property or another Unit;
  - (d) is illegal or is in contravention of any rule, order or rules of the Municipality of West Vancouver applicable to the Unit or limited common property;

- (e) is contrary to a purpose for which The Bellevue is intended as shown expressly or by necessary implication on or by The Bellevue Plan.
- 1.3 A Resident or Visitor is responsible for any damage caused by any one or more Occupants, Tenants, or Visitors to the Owner's Unit which The Bellevue must repair and maintain as common or limited common property.
- 1.4 An Owner is responsible for any damage caused by Occupants, Tenants, or Visitors to the Owner's Unit.
- 1.5 An Owner shall indemnify and save harmless The Bellevue from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, and common assets or to any Unit by the Owners' act, omission, negligence or carelessness or by that of an Owners' Visitor, Occupant, Guest, Employee, Agent or a Member of the Owner's family. In such circumstances, and for the purpose of Rules and Regulations 4.2 and 4.3, any insurance deductible paid or payable by The Bellevue shall be considered an expense not covered by the proceeds received by The Bellevue as coverage and will be charged to the Unit Owner.
- 4.5 An Owner must not use, or permit to be used, any Unit of The Bellevue except as a private dwelling home and, unless granted written approval by The Committee, an Owner must not allow more than two (2) persons to occupy a junior one (1) bedroom Unit, three (3) persons to occupy a one (1) bedroom Unit, must not allow more than four (4) persons to occupy a two (2) bedroom Unit, and must not allow more than five (5) persons to occupy a three (3) bedroom Unit.
- For the purpose of this Rules and Regulation 4.5, a "Person" is defined to include Children, but exclude Visitors staying for less than thirty (30) days with an Owner, Occupant or Tenant of a Unit of The Bellevue.
- 4.6 Smoking is NOT permitted in ALL interior common areas or in the underground parking area of The Bellevue.
- 4.7 Dishwashers, washers, dryers, waste disposers, vacuum cleaners and any other noisy appliances or gadgets shall not be operated between the hours of 11:00 P.M. and 9:00 A.M. Musical instruments, television, radio, stereo or any similar sound-producing apparatus shall be kept at a level so as not to disturb any neighbours. The fine for the violation of this Rule is \$75.00 and an administration fee of \$25.00.
- 4.8 A Resident or Visitor must not wear or use inline skates or a skateboard ANYWHERE on the common property.
- 4.9 A Resident shall not obstruct, encumber or use for any purposes other than ingress to or egress from The Bellevue, the sidewalk, entrances, stairways, lobbies or halls.

- 4.10 No Resident or Visitor shall be permitted to trespass on limited common property to which another Resident is entitled.
- 4.11 Use of barbecues is governed under section “Balconies” (6.7).
- 4.12 Residents shall do everything to reduce fire hazards, and nothing must be brought onto or stored in a Unit, limited common property or the common property which would 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 Bellevue, or which would invalidate any insurance policy.
- 4.13 No material especially burning material such as cigarettes or matches shall be thrown or be permitted to fall out of any window, door, balcony or other part of a Unit, limited common property or the common property.
- 4.14 Waterbeds are not permitted in a Unit.
- 4.15 Owners are responsible for pest control in their Unit .
- 4.16 Residents are responsible for anyone they admit into The Bellevue.
- 4.17 Residents must not admit anyone into The Bellevue unless they are satisfied the person wishing to enter the premises is doing so for legitimate purposes.
- 4.18 Residents shall not issue common area keys to anyone including, but not limited to, newspaper deliverers, tradesmen or merchants.
- 4.19 Residents or Visitors will not have dishwashers or washers and dryers in operation unless a responsible adult person is on the premises.
- 4.20 A Unit entrance door must have rubber stoppers or felt strips to reduce the level of noise from the slamming of doors.
- 4.21 A Unit entrance door must be kept clean by the occupant, if the Owner or occupant receives notice to clean or paint the front door from the Bellevue, the cleaning or painting must be done within fifteen (15) days or the work will be done at the order of the Committee and billed to the Unit Owner.
- 4.22 All Owners must carry insurance for Fire, Water Damage, Sewer Backup and Personal Liability for their Units. All Betterments and Improvements are not covered under The Bellevue’s insurance policy.

#### **APPEARANCE OF THE BELLEVUE UNITS**

- 5.1 A Resident must not allow The Bellevue to become untidy. Rubbish, dirt, garbage, empty boxes, packing cases and other similar refuse must not be thrown, piled or stored in any

common property or limited common areas. Any expenses incurred by The Bellevue to remove such refuse, dealt with as aforesaid by a Resident, will be charged to the Owner.

5.2 A Resident must ensure that:

- (a) ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose;
- (b) recyclable material is placed in the designated bins and all cardboard boxes MUST be flattened, cut up if large, and placed by the appropriate bins, and;
- (c) material other than recyclable or ordinary household refuse and garbage must be removed by the Resident.

Drapes or blinds visible from the outside of the building shall be neutral in color. Neutral shall be defined as white or beige.

5.4 Real Estate signs must not be displayed in a Unit window or on common property except as provided in a location as designated by The Bellevue.

5.5 Subject to Rules and Regulations 5.4, no Resident may erect, display or permit to be erected or displayed any signs, fences, gates, billboards, placards, advertising, notices or other fixtures of any kind on the common property, limited common property or a Unit. This shall include exterior painting and the addition of wood, ironwork, concrete or other materials.

5.6 Rugs, mops, dusters of any kind and drop cloths shall not be shaken from, and nothing shall be thrown out of any window, stairway, door passage, or other parts of a Unit, or limited common area.

5.7 No laundry, clothing, bedding, flags or other articles shall be hung or displayed from windows, balconies or other parts of the building to be visible from the outside, the exception is for Canada Day or elections, with removal being made twenty-four (24) hours after the occasion ends.

### **PART 3**

#### **BALCONIES, DECKS, PATIOS**

##### **USE AND CARE OF BALCONIES, DECKS, PATIOS**

6.1 A Resident must not display or erect any fixtures, poles, clotheslines, racks, satellite dishes, antennae or other items attached to any part of the building and positioned under the overhang so as to be visible from the outside of the building, or blocking the view from another Unit. And in this regard nothing shall be maintained or stored on any balcony,

roof-deck or patio forming part of a Unit except garden related furniture, flowers and plants.

- 6.2 Installation of trellises is subject to Committee approval which shall be given if the following conditions are observed: trellises to be of similar design as existing ones, must be painted in color of the building exteriors, and are not fastened to the building; trellises must not support climbing plants that are self-attaching or produce suckers, it shall be the Owner's or Resident's responsibility to prevent plants from damaging or dislodging any part of the building. Trellises may not extend beyond a balcony overhang if leaning against a wall or erected at the end of a corner balcony or patio.
- 6.3 No objects may be fastened to the walls including balconies or patios, and no nails, screws or bolts may be driven through the walls anywhere on the building.
- 6.4 Residents must not paint any part of the walls, floors or railings surrounding a balcony or patio.
- 6.5 Residents shall be responsible for mopping off water on their balconies without draining water onto balconies or patios below their Unit.
- 6.6 In order to maintain proper drainage, patio and balcony floor surfaces must be kept clean. Any drainage problems must be reported to the Manager immediately, otherwise, the Owner shall be liable for any damage resulting from failure to do so.
- 6.7 No Barbecues other than those fuelled by natural gas, propane or electricity may be on balconies or patios.
- 6.8 Residents must not remove or replace the railings that form part of any balcony or patio.
- 6.9 Cigarette butts and other refuse must not be thrown from a balcony or Unit windows.

No person may dispose of cigarette butts in flower planters located on any balcony or common area. This disposal method is a fire hazard and the Owner of a Unit shall be liable for any damage resulting from such disposal from such Unit.

#### **PART 4**

### **REPAIR, MAINTENANCE, ALTERATIONS, RENOVATIONS**

#### **REPAIR AND MAINTENANCE OF UNIT BY OWNER**

An Owner must repair and maintain the Unit, except for repair and maintenance that is

the responsibility of The Bellevue under these Rules and Regulations. Those areas of The Bellevue for which The Bellevue has responsibility for repair and maintenance are set out in Rules and Regulations 11.4 and 11.5.

### **ALTERATIONS OR REPAIRS IN UNITS (BY OWNERS) THAT ARE NOT ALLOWED**

- 8.1 An Owner may not make any repairs or alterations without securing prior written permission of the Manager to:
- (a) the structure of the building including interior walls, ceilings and floors, except floor surface coverings as provided under Rules and Regulations 9.3;
  - (b) the exteriors of the building;
  - (c) stairs to the exterior exit of the building;
  - (d) doors and windows on the exterior of the building or that front on the common property or limited common property; and
  - (e) balconies and patios or any part of them.

### **ALTERATIONS IN A UNIT THAT REQUIRE PERMISSION**

- 9.1 An Owner must obtain written approval from the Committee for alterations within a Unit that involves:
- (a) balcony or patio surfaces such as paving stones;
  - (b) interior flooring or floor coverings within a Unit;
  - (c) installation or alterations of kitchen or bathroom fixtures;
  - (d) wiring, plumbing, piping, heating; or
  - (e) installation of in-suite washer and dryer.
- 9.2 Owners' liabilities with respect to alterations by an Owner to a Unit are contained in 9.6, 9.7, 9.8, 9.9, 9.10, 9.11, 9.12, 9.13, 9.14 and any other Rules and Regulations, additionally 10.1 to 10.3 inclusive.
- 9.3 Permission for the installation of hardwood, ceramic, marble or similar flooring in areas other than bathrooms will be considered only on the condition that such installations include an effective sound-proofing insulation pad or other such noise barrier.
- 9.4 Where hardwood, ceramic, marble or similar flooring causes a noise problem for the Residents of the Unit below, at least 60% of the floor area must be covered with rugs, and other steps must be taken to mitigate any noise impact on the Unit below.
- 9.5 An Owner intending to apply to the Committee for permission to alter a Unit as set out in Rules and Regulation 9.1 must submit detailed plans and a written description of the intended alteration.



- 9.6 The Committee must not unreasonably withhold its approval under Rules and Regulations 9.1 but may require, as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless The Bellevue from any future costs in connection with the alteration.
- 9.7 An Owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise for ensuring that any and all required permits and licenses are obtained from the appropriate municipal authority. Copies of such permits and licenses are to be delivered to the office of the Manager of The Bellevue prior to the commencement of work.
- 9.8 Should an Owner alter or modify a Unit, any consequent expense incurred by The Bellevue to repair damage resulting directly or indirectly from such alterations or modifications shall be borne by the actual Owner.
- 9.9 An Owner must give the Manager two (2) working days' notice prior to the scheduled arrival of Trades Persons or delivery of materials so that a notice of the work can be posted.
- Trades Persons must be licensed and registered. All Trades Persons must maintain a minimum limit of \$1,000,000 Commercial General Liability Insurance and proof of insurance must be provided to the Manager. Inadequate notice of work by unlicensed or unregistered Trades Persons will result in the levy of a fine as provided in 9.14.
- 9.10 If construction materials are delivered through stairs, lobbies, and residential corridors, the Owner must ensure that the stairs, lobbies and residential corridors are covered with drop cloths, and such common areas must be thoroughly cleaned and vacuumed at the end of each working day. Repair cost of any damage caused by a Resident's Contractor shall be charged to the account of and paid by the Owner of the Resident's Unit.
- 9.11 An Owner must not permit any construction debris, materials or packaging to be deposited in The Bellevue's disposal containers.
- 9.12 An Owner must ensure that the hours of work are restricted to between 9:00 A.M. and 5:00 P.M. Mondays to Fridays, and 10:00 A.M. and 5:00 P.M. on Saturdays. No work shall be performed on Sundays or Statutory Holidays, except in the case of an emergency.
- 9.13 An Owner must be in attendance for all significant renovations and or alterations and the determination of what is significant shall be in the discretion of the Committee.
- 9.14 An Owner in contravention of any of Rules and Regulations 9.1 to 9.13 inclusive shall be subject to a fine of \$200.00 and a \$25.00 administration fee, for each contravention, as well as be responsible for the cost of any clean up or repair.

## OWNER'S LIABILITIES FOR ALTERATIONS

- (A) The Bellevue will require, as a condition of its approval, that the Owner agrees, in writing, to certain terms and conditions, including, not exhaustively, the following:

- 10.1 alterations be done in accordance with the design and or plans approved by the Committee or its duly authorized representatives;
- 10.2 that the standard of work and materials be not less than that of the existing structures;
- 10.3 all work and materials necessary for the alteration be at the sole expense of the Owner;
- 10.4 the Owner from time to time of the Unit receiving the benefit of an alteration to common property, common assets or limited common property must, for so long as they remain an Owner, be responsible for all present and future maintenance, repairs or replacements, increases in insurance, and any damage suffered or cost incurred by The Bellevue as a result, directly or indirectly, of the alterations to common property, common assets or limited common property; and
- 10.5 the Owner and any subsequent Owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been Owner, indemnify and hold harmless The Bellevue, its Committee Members, Employees and Agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by The Bellevue as the result of such claim or demand will be the responsibility of the Owner from time to time of the Unit who had benefited from the alteration and the said costs or expenses incurred must be charged to that Owner and shall be added to and become part of the Unit fees of that Owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by The Bellevue.

- (B) An Owner who has altered common property, common assets or limited common property prior to the passage of these Rules and Regulations shall be subject to their content and intent to the extent that any damages suffered or costs incurred by The Bellevue as a result, directly or indirectly, of the alteration, must be borne by the Owner who has benefited from the alteration.

- (C) An Owner who, subsequent to the adoption of Rules and Regulations 9.1 to 9.13 inclusive, alters common property or limited common property without adhering strictly to these Rules and Regulations, must restore, at the Owner's sole expense, the common property or limited common property, as the case may be, to its condition prior to the alteration. If the Owner refuses or neglects to restore the alteration to its original condition, The Bellevue may conduct the restoration, at the expense of the Owner who altered the common property or limited common property. The cost of such restoration shall be added to and become part of the Unit fees of that Owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly Unit fees.

## PART 5

### POWERS AND DUTIES OF THE BELLEVUE

#### ACCESS TO UNIT

- 11.1 A Resident or Visitor must allow a person authorized by the Committee to enter the Unit or limited common property, and:
- a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
  - b) at a reasonable time, on forty-eight (48) hours' prior written notice; to inspect, repair, replace or maintain common property and any portions of limited common property or a Unit, that are the responsibility of the Unit to repair, replace or maintain under these Rules and Regulations; or to ensure a Resident's compliance with the Rules and Regulations.
- 11.2 The notice referred to in Rules and Regulations 11.1(b) must include the date and approximate time of entry and the reason for entry.
- 11.3 If forced entry to a Unit is required due to an emergency and the inability to contact the Resident of the Unit, the Owner shall be responsible for all costs of forced entry incurred by The Bellevue. It is the responsibility of each Owner, Tenant or Occupant to provide The Bellevue with emergency contact information which includes details of where a key to allow access to the Unit can be obtained in the event the Owner, Tenant or Occupant is unavailable to provide access to the Unit.
- 11.4 Where The Bellevue is required to enter a Unit for the purpose of maintaining, repairing, or replacing the common property or limited common property, The Bellevue 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 Unit occasioned by such work and restore the Unit to its former condition, leaving the Unit clean and free of debris.
- 11.5 The Bellevue will maintain a schedule for inspection and/or servicing of dryer vents, fan vents and other exhausts, thermostats, heat zone valves, etc., all service costs to be billed to each respective Unit Owner.
- 11.6 Residents must permit the Manager to enter their Unit for regular inspection and servicing of the systems and devices under Rules and Regulations 11.4 and 11.5.
- 11.7 Residents not providing access must ensure that scheduled servicing or cleaning is carried out at their own expense, and provide written proof thereof, satisfactory to the Committee, within thirty (30) days after the original inspection date. The Manager may request entry for inspection of any other limited common property or new installation in a

Unit. The fine for violation of these Rules and Regulations is \$50.00 and a \$25.00 administration fee.

## **EMPLOYEES AND OTHER MATTERS**

The powers and duties of the Bellevue West Building Management Limited (in this paragraph 12, the “Company”) shall, subject to any restrictions imposed or direction given at a general meeting, be exercised and performed by the Committee.

The Company shall maintain insurance for All Risks coverage including Water Damage, Sewer Backup, Flood, Earthquake, Boiler and Machinery insurance. In addition, Liability insurance should also be maintained for a minimum limit of \$5,000,000.00 for Commercial General Liability and a minimum limit of \$2,000,000.00 for Directors’ & Officers’ Liability.

The Company shall proceed under the Small Claims Act, without further authorization by the Owners, to recover from an Owner or other Person, by an action in debt in Small Claims Court any and all money owing to the Company, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the Rules and Regulations or rules and to recover money which the Company is required to expend as result of the Owner’s act, omission, negligence or carelessness or by that of an Owner’s Visitor, Occupant, Guest, Employee, Agent, Tenant or a member of the Owner’s family.

## **PART 6**

### **MISCELLANEOUS**

#### **GARDENS**

- 13.1 No unauthorized planting, cutting, pruning or removal of plant material is permitted.
- 13.2 Any planting or alteration of plantings requested by an Owner must be presented to the Committee in writing, and may be permitted by the Committee Member in charge of gardening if such alterations conform to the general landscape design, and are paid for by the Owner.
- 13.3 No plant, plant containers or used soil may be discarded or dumped on the common ground including Christmas trees.
- 13.4 Residents and Visitors shall not cause damage to trees, plants, bushes, flowers or the lawn.
- 13.5 Residents of Units with ground level entrances shall not place any planters outside their entrances beyond the line of the walls of their patio.

Residents must not dispose of any paint or toxic materials down the storm drains or storm sewers on or near limited common grounds or common grounds.

## **VISITORS AND CHILDREN**

- 14.1 Residents are responsible for the conduct of Visitors including ensuring that noise is kept at a level which in the sole determination of a majority of the Committee, will not disturb the rights of quiet enjoyment of others.
- 14.2 Residents are responsible for the conduct of children residing in their Unit, including ensuring that noise is kept at a level which, in the sole determination of a majority of the Committee, will not disturb the quiet enjoyment of others.
- 14.3 Residents must assume liability and are responsible for the proper supervision of the activities of children either residing in or visiting their Unit. No games or sports may be played in the common areas, garage, on driveway, front entrance, deck area or lawn at any time, included but not limited to, rollerblading, skateboarding, cycling, floor hockey, basketball, soccer and the use of scooters.

## **MOVING IN/OUT PROCEDURES**

- 15.1 Owners must ensure that their tenants observe the Rules and Regulations regarding moving in or out of a Unit.
- 15.2 All moves must take place between 8:00 A.M. and 8:00 P.M. Monday to Saturday; a move in or out on a Sunday is subject to approval by the Manager.
- 15.3 A Resident must ensure that the building doors are not left open, ajar or unattended and that furniture and other items are not left piled in the lobby area.
- 15.4 A Resident must ensure that all common areas are left clean and that the hallway and lobby areas are vacuumed immediately upon completion of a move in or out. Any damage caused by a move will be charged to the account of the Owner of the respective Unit.
- 15.5 A move-in fee of \$100.00 shall be levied for every move into a Unit, whether by a Tenant or by an Owner. (As per "Special Resolution 2014-1" the Move-In Fee increased to \$200.00 as of June 2014 that is inclusive of the Move-Out from the same Unit). This applies also to moving from one Unit to another Unit in The Bellevue. (As per "Special Resolution 2003-1, OWNERS AGREEMENT AMENDMENT") \*\* A five (5) day or more notice MUST be delivered to the Manager for a Move/In or Move/Out in order to reserve the elevator and to provide fair notice to other Residents of a likely interruption to the Bellevue's elevator service.
- 15.6 A Resident contravening any of the Rules and Regulations 15.1 to 15.5 inclusive shall be subject to a fine of \$100.00 and a \$25.00 administration fee.

## **STORAGE LOCKERS**

- 16.1 Lockers are assigned at the time of purchase. The allocation of lockers and use of the

locker and storage room shall be governed by rules established by the Committee from time to time.

16.2 A Resident must not store any hazardous or flammable substances in storage lockers.

Bicycles must be stored in basement bicycle room.

A Resident must not store items in the upper lockers higher than eighteen (18) inches from the concrete ceiling. (West Vancouver Fire Department Regulations)

## **VEHICLES AND PARKING**

17.1 No Owner, Resident or Visitor is permitted to cycle on common property, including front sidewalk and deck area, other than on the access driveway or car garage.

17.2 In accordance with the Fire Marshall's Act, no parking is allowed anywhere along the fire routes, or in any area not specifically designated as a parking space, nor shall a vehicle park in a manner which will reduce the width of the access driveway.

17.3 A Resident shall use only the parking spaces assigned to a Unit, save and except for private arrangements with other Owners for the use of parking spaces assigned to such other Owners.

17.4 Designated parking spaces shall be kept clean of ALL ITEMS and free of hazardous material.

17.5 No unlicensed or uninsured vehicles may be stored on the common or limited common property. Proof of valid insurance must be provided to The Bellevue on commencement date of storage of any vehicle.

17.6 Failure to provide proof of current liability and fire insurance coverage within forty-eight (48) hours of demand by the Manager will result in the vehicle being towed at the vehicle Owner's expense.

17.7 A Resident or Visitor must not permit a vehicle to be parked or left unattended in other than a designated parking area or in an area in a manner that interferes with parking stalls, access entrance or "no parking" zones.

17.8 A Resident or Visitor operating a vehicle in the parking areas must activate the vehicle's headlights, and must not exceed 10 km/hour.

17.9 Residents may wash vehicles only in the location designated for vehicle washing in front of the garbage disposal area. Once washing is completed, the washing area must be hosed down and all dirt and refuse must be removed. While washing a vehicle, the audio volume must be kept low.

- 17.10 A Resident must not park or store any vehicle that drips oil or gasoline. Any such dripped oil, gasoline or other automotive residue must be removed by the Resident. A Resident whose vehicle continuously drips oil or gasoline and which results in The Bellevue having to clean the parking area will have the cost for such cleaning charged back to the Unit Owner. Any failure on the part of the Resident to pay an invoice for such cleaning will result in a fine of \$100.00 and a \$25.00 administration fee.

## **PETS AND ANIMALS**

A Resident or Visitor must not keep any pets or animals in the Unit, limited common property or common property except in accordance with these Rules and Regulations.

- 18.1 A Resident or Visitor shall not keep a pet or animal in the Unit, unless registered with The Bellevue.
- 18.2 Any pet permitted under Rules and Regulations 18.1 (“a Permitted Pet”) must be registered with the Manager within thirty (30) days of passage of these Rules and Regulations. Any Resident with an unregistered pet may be advised to remove it by the Manager. The registration process will require completion of an undertaking by the Owner of the Permitted Pet to comply with the Rules and Regulations dealing with the keeping of pets and the provision of a detailed description of the pet.
- 18.3 For the purpose of these Rules and Regulations, a Permitted Pet is defined as any one of the following:
- a reasonable number of fish or other small aquarium animals;
  - caged birds; or
  - two small cats.
- 18.4 Without exception, no approval will be granted for a dog, or for exotic pets, including, not exhaustively, snakes, reptiles, spiders, large member of the cat family.
- 18.5 A Resident must not keep a Permitted Pet which is a nuisance in a Unit. If a Resident has a pet which is not a Permitted Pet or if, in the opinion of the Committee, a Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by Residents of a Unit, limited common property or common property, the Committee shall order such pet to be removed permanently from the Unit .
- 18.6 No Resident shall keep any Permitted Pet or animal in a Unit, limited common property or common property after notice has been given by the Committee to remove the pet.
- 18.7 No Permitted Pet will be allowed to be loose on the common property at any time.

18.8 A pet Owner must ensure that a Permitted Pet is kept quiet, controlled and clean. A verified complaint of any Permitted Pet creating a noise, or other nuisance, or fouling any of the common area, shall be deemed sufficient cause for cancellation of the approval to keep a pet in The Bellevue.

18.9 Permitted Pets may only be kept in a Unit, except for the purposes of ingress and egress.

A Unit Owner must assume liability for all actions by a Permitted Pet, regardless of whether the Owner had knowledge, notice or forewarning of the likelihood of such action.

A Resident or Visitor must not feed birds, rodents or other wild animals from any Unit, limited common property or common property. The only bird feeders permitted on balconies or patios are humming-bird feeders.

A Resident who contravenes any of Rules and Regulations 18.1 to 18.11 inclusive will be subject to a fine of \$100.00 and a \$25.00 administration fee.

## **RENTING BY OWNERS**

An Owner must not rent their Unit to a tenant except in accordance with these Rules and Regulations.

19.1 The following rental restriction will apply:

(a) All rental periods shall be for a minimum of one (1) year.

19.2 Prior to possession of a Unit by a Tenant, an Owner must deliver to the Tenant the current Rules and Regulations of The Bellevue, together with a Notice of Tenant's Responsibilities in Form "A".

19.3 Within two (2) weeks of renting a Unit, the Owner must give the Manager a copy of the Form "A" – Notice of Tenant's Responsibilities – signed by the Tenant. The Owner must at the same time provide the Committee with the following updated personal information: address for receiving all notices and telephone number in the event that the Owner needs to be contacted in an emergency.

19.4 An Owner who violates the provision of Rules and Regulations 18.3 regarding the delivery and signing of Form "A" shall be subject to a fine of \$100.00 and a \$25.00 administration fee. The fine shall be charged every fifteen (15) days the violation continues.

END