

# HAWKSLEY

## FORM Y - OWNER/DEVELOPER'S NOTIFICATION OF DIFFERENT BY-LAWS

### THE OWNERS, STRATA PLAN EPS12190

#### Definitions

Unless otherwise stated, all terms have the meanings prescribed in the Act. For the purposes of these bylaws:

- (a) "**council**" means the strata council;
- (b) "**residents**" means collectively, owners, tenants and occupants and a "**resident**" means an owner, a tenant or an occupant; and
- (c) "**strata insurance**" means the insurance coverage obtained and maintained by the strata corporation pursuant to the Act and these bylaws.

#### Part 1 - Duties of Owners, Tenants, Occupants and Visitors

##### 1. COMPLIANCE WITH BYLAWS AND RULES

- 1.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.

##### 2. PAYMENT OF STRATA FEES AND SPECIAL LEVIES

- 2.1 An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate.
- 2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to:
  - (a) an interest charge of 10% per annum, compounded annually; and
  - (b) a fine of \$200.00.
- 2.3 An owner must provide the strata corporation or its agents, with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year(s) of the strata corporation, dated as of the first day of each month or, if applicable, written authorization for monthly automatic debit from the owner's bank account.
- 2.4 Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with bylaw 2.3 is a contravention of bylaw 2.3 and the strata corporation will levy a fine of \$200.00 for each contravention. Each dishonoured cheque or dishonoured automatic debit will be subject to a fine of \$200.00 and an administration charge of \$25.00.
- 2.5 A special levy is due and payable to the strata corporation on the date or dates noted in the resolution authorizing the special levy.
- 2.6 Where an owner fails to pay a special levy in accordance with bylaw 2.5, the outstanding special levy contributions will be subject to:

- (a) an interest charge of 10% per annum, compounded annually; and
- (b) a fine of \$200.00.

2.7 The strata corporation may file a lien on a strata lot for any arrears which are lienable under section 116 of the Act and are owing by an owner to strata corporation.

### **3. REPAIR AND MAINTENANCE OF PROPERTY BY OWNER**

3.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

3.2 A strata lot owner who has the use of any terrace, patio, balcony, roof deck or exterior stairs which is designated as limited common property for the exclusive use of the owner's strata lot must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

3.3 Despite bylaw 11.1(c) and without limiting bylaw 3.2, a strata lot owner who has the use of a terrace, patio, balcony, roof deck or exterior stairs that is designated as limited common property for the exclusive use of their strata lot is responsible for all routine maintenance of such terrace, patio, balcony, roof deck or exterior stairs (including the cleaning of the surface of the terrace, patio, balcony, roof deck or exterior stairs and associated railings, as well as the removal of debris from any associated drains), but excluding, for clarity, the routine maintenance of any grass area or green roof area.

3.4 For clarity, a strata lot owner is also responsible for the maintenance and repair of any fixtures and furnishings installed by the owner or for the benefit of the owner's strata lot which are located on any terrace, patio, balcony, roof deck, grass area or exterior stairs designated as limited common property for the exclusive use of such strata lot, including, without limitation, any outdoor fireplace.

### **4. USE OF PROPERTY**

4.1 A resident or visitor must not use a strata lot, the common property or common assets in a way that:

- (a) causes a nuisance or hazard to another person, including visitors;
- (b) causes unreasonable noise;
- (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
- (d) is illegal; or
- (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

For clarity, this bylaw 4.1 will not apply to any noises emanating from any systems, including without limitation, any air conditioning systems, initially installed or constructed by the owner developer of the strata lots, unless such system requires repair or

maintenance or is otherwise not operating in the manner in which it is intended to operate.

- 4.2 Notwithstanding legalization, save as permitted by bylaw 4.3, a strata lot must not be used for or in connection with any marijuana grow operation, marijuana dispensary or any other operation in connection with the cultivation, processing, sale or use of marijuana, whether permitted by law or not.
- 4.3 Marijuana production within a condominium development has the potential to cause disturbing odors, mould proliferation and/or insurability concerns. Therefore, growing marijuana plants, and/or processing or production of marijuana products is prohibited within the bounds of the strata plan, except that legally permissible small-scale preparation of marijuana for personal use or consumption by a resident is permitted, provided that no marijuana plants are grown within the strata plan and that odours, moisture, mould and insurance issues are strictly avoided.
- 4.4 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- 4.5 A resident or visitor must not place, erect or install any object on the exterior of the building or any common property or limited common property unless:
- (a) such object is expressly permitted by these bylaws or the rules; or
  - (b) the resident has obtained the prior written approval of the strata corporation.
- 4.6 Save and except as expressly permitted within bylaw 4.6, a resident must not use, or permit to be used, a strata lot except as a private dwelling home and, unless granted prior written approval by the council, a resident of a strata lot must not allow more than:
- (a) two persons to occupy a strata lot originally designated by the owner developer as a one bedroom unit
  - (b) four persons to occupy a strata lot originally designated by the owner developer as a two bedroom unit; and
  - (c) six persons to occupy a strata lot originally designated by the owner developer as a three bedroom unit.

For the purposes of this bylaw 4.6, a "**person**" is defined to include children, but exclude visitors staying for less than 30 days with an owner, occupant or tenant of a strata lot.

- 4.7 A resident of a strata lot who alleges hardship as a result of the passage of bylaw 4.6 may appeal to the council for permission to be exempt from bylaw 4.6 on the basis of hardship and the strata corporation must not unreasonably refuse the appeal.

## **5. PETS AND ANIMALS**

- 5.1 A resident or visitor of a strata lot must not keep any pets or other animals on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.
- 5.2 The keeping of pets and animals in a strata lot is restricted to 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 two caged birds; or
  - (d) up to two dogs; or up to two cats; or one dog and one cat.
- 5.3 A resident that keeps a dog, cat or other non-caged animal in his or her strata lot, either permanently or temporarily, must:
- (a) register that pet with the strata corporation by providing to the strata corporation a written notice, signed by the owner setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet (when the pet is required to be licensed); and
  - (b) keep such pet in his or her strata lot in compliance with these bylaws.
- 5.4 A resident or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- 5.5 A resident must not permit his or her pet to urinate or defecate on the common property or on any limited common property, and if any pet does urinate or defecate on the common property or on any limited common property, the resident must immediately and completely remove all of his or her pet's waste from the common property or limited common property, as the case may be, and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the council, any special cleaning is required as a result of the pet urinating or defecating, the resident must pay all costs of such special cleaning.
- 5.6 An owner or tenant of a strata lot is responsible to ensure that any visitor to or in respect of their strata lot complies with all requirements of these bylaws and any applicable rules as they relate to pets and performs all of the duties and obligations with respect to that animal as set out in these bylaws or such rules as if the animal were one kept by the owner in his or her strata lot.
- 5.7 The council may require removal by a resident of any pet or other animal kept by the resident in a strata lot if such pet or animal, in the opinion of the council, constitutes a nuisance to any resident, or causes danger or damage to any resident of a strata lot or to any property of the strata corporation, a resident or a visitor.

## 6. INFORM STRATA CORPORATION

6.1 An owner must notify the strata corporation of:

- (a) the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any, within two weeks of becoming an owner;
- (b) a tenant's name and the names of the persons occupying the strata lot with the tenant within 2 weeks of the tenancy commencing;
- (c) any changes in the names of any persons residing in the strata lot; and
- (d) any mortgage or other dealing in connection with the strata lot within two weeks of such mortgaging or other dealing.

6.2 On request by the strata corporation, a tenant must inform the strata corporation of the tenant's name and the strata lot which the tenant occupies.

## 7. PERMIT ENTRY TO STRATA LOT

7.1 A resident or visitor must allow any person(s) authorized by the strata corporation to enter the strata lot or limited common property including, without limitation, the owner developer if the owner developer is authorized to do so pursuant to any license granted by the strata corporation to the owner developer in respect of the repair and maintenance of, *inter alia*, the common property (the "**Maintenance License**"):

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
- (b) at a reasonable time, on 72 hours' prior written notice:
  - (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act, including, without limitation, green roof areas adjacent to the strata lot, or any common property which may be inspected, repaired, renewed, replaced or maintained by the owner developer pursuant to any Maintenance License; or
  - (ii) to ensure a resident's compliance with the Act, bylaws and rules, and if applicable, any Maintenance License.

7.2 The notice referred to in bylaw 7.1(b) must include the date and approximate time of entry, and the reason for entry.

7.3 Without limiting bylaw 7.1, and pursuant to sections 69 and 77 of the Act a resident must grant the strata corporation access to and through a strata lot and common property that the resident has the right to use, including limited common property, so as to permit the strata corporation to exercise its rights and perform its obligations with respect to the repair and maintenance of property, including but not limited to window washing and landscaping.

- 7.4 If access to a strata lot is not provided in accordance with bylaw 7.1, the owner will be responsible for:
- (a) all costs of forced entry incurred by the strata corporation if the strata corporation, having made reasonable efforts is unable to contact the owner of the strata lot, requires access to the strata lot due to an emergency;
  - (b) all costs incurred by the strata corporation in respect of contractors who must re-attend at the building to access the strata lot.

**Part 3 - Alterations to a Strata Lot, Common Property  
or Limited Common Property**

**8. APPROVAL FOR ALTERATIONS TO A STRATA LOT, LIMITED COMMON PROPERTY OR COMMON PROPERTY**

- 8.1 An owner must obtain the written approval of the strata corporation before making or authorizing:
- (a) an alteration to a strata lot that involves any of the following:
    - (i) the structure of a building;
    - (ii) the exterior of a building;
    - (iii) terraces, patios, balconies, roof decks, exterior stairs or other things attached to the exterior of a building;
    - (iv) doors, windows or skylights on the exterior of a building, or that front on the common property;
    - (v) fences, railings or similar structures that enclose a terrace, patio, balcony, roof deck or exterior stairs;
    - (vi) common property located within the boundaries of a strata lot;
    - (vii) those parts of the strata lot which the strata corporation must insure under section 149 of the Act;
    - (viii) flooring; and
    - (ix) wiring, plumbing, piping, heating, air conditioning and other services; and
  - (b) any alteration to common property, including limited common property, or to common assets.
- 8.2 The strata corporation may require as part of an application for approval of any alteration under bylaw 8.1 that an owner must:
- (a) submit, in writing, detailed plans and description of the intended alteration; and

- (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata corporation.

8.3 The strata corporation may require, as a condition of its approval under bylaw 8.1, that the owner agrees, in writing, to certain terms and conditions, including, not exhaustively, the following:

- (a) that alterations be done in accordance with the design or plans approved by the council or its duly authorized representatives;
- (b) that the standard of work and materials be not less than that of the existing structures;
- (c) that all work and materials necessary for the alteration be at the sole expense of the owner;
- (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets; and
- (e) that 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 are an owner, indemnify and hold harmless the strata corporation, its respective council, 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 strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and will be added to and become part of the strata 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 strata corporation, and will become due and payable on the due date of payment of monthly strata fees.

8.4 If, subsequent to the passage of bylaws 8.1 to 8.3 inclusive, an owner alters a strata lot, common property or limited common property without adhering strictly to these bylaws, the strata corporation may require the owner to restore, at the owner's sole expense, the strata lot, common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the strata lot, common property or limited common property back to its original condition following a demand by the strata corporation pursuant to this bylaw 8.4, the strata corporation, in its discretion, may conduct all or part of the restoration, at the expense of the owner who altered the strata lot, common property or limited common property. If the strata corporation undertakes any restoration work pursuant to this bylaw 8.4, the cost of such restoration will be added to and become part of the strata 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 strata fees.

- 8.5 The strata corporation will not be responsible for repairing, restoring or replacing any alterations undertaken by an owner to a strata lot, common property or limited common property. In the event that the existence of the alteration to a strata lot, common property or limited common property undertaken by an owner results in additional costs to the strata corporation in undertaking the repair and maintenance of common property, limited common property or a strata lot in accordance with these bylaws, the then current owner of the strata lot receiving the benefit of the alteration must indemnify the strata corporation for all such additional costs.
- 8.6 For clarity, bylaws 8.1 to 8.5, inclusive, will not apply to the owner developer's initial construction of any strata lots, common property or limited common property, or any improvements on or within same, whether same occurs before or after the creation of the strata corporation.

## **9. HARD-SURFACE FLOORING**

- 9.1 For the purposes of these bylaws, "**hard surface flooring**" includes bamboo, cork, hardwood, laminate or other materials.
- 9.2 A strata lot owner must, in accordance with bylaw 8, apply in writing to the strata corporation for written approval to install hard surface flooring in a strata lot, prior to the commencement of the installation.
- 9.3 The strata corporation may, in its discretion as a condition of its approval of the installation of any hard surface flooring, require the owner to use the highest rated sound dampening materials suited to the type of hard surface flooring to be installed. Despite the foregoing, the strata corporation will not grant permission to install hard surface flooring in a strata lot unless a minimum value of 50 for the Sound Transmission Class (STC) and 55 for the Impact Insulation Class (IIC) can be achieved with respect to the installation of the hard-surface flooring. As a condition of its approval and in addition to any requirements imposed by the strata corporation pursuant to bylaw 8, the council, may require that the owner, at the owner's sole cost and expense, obtain a written report prepared by a professional engineer or other professional, satisfactory to council, confirming that the minimum values of 50 and 55 respectively for the STC and IIC ratings will be achieved by the owner's proposed hard surface flooring installation.
- 9.4 An owner must install the hard surface flooring in accordance with the specifications mandated by the strata corporation from time to time, copies of which will be provided to the owner, at the time of an owner's written request under bylaw 9.2.
- 9.5 For clarity, bylaws 9.1 to 9.4, inclusive, will not apply to the owner developer's installation of any hardwood surface flooring whether such installation occurs before or after the creation of the strata corporation.

## **10. CONDUCT OF ALTERATIONS**

- 10.1 A strata lot owner must give the strata corporation two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or unbonded tradespersons will result in the levy of fines.

- 10.2 A resident of a strata lot must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
- 10.3 A strata lot owner must ensure that the delivery of any construction materials is through the parking lot or any designated surface loading bays and, if in an elevator, the strata lot owner must ensure the elevator is protected with proper wall pads and floor coverings.
- 10.4 A resident of a strata lot must be responsible to ensure:
- (a) drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping; and
  - (b) stairs, lobbies and paths through the parking areas or between any designated surface loading bays and a strata lot are regularly cleaned (and vacuumed or swept, as applicable, at the request of the council).
- 10.5 A strata lot owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m. on Saturdays, Sundays and statutory holidays. To perform alterations on statutory holidays, a strata lot owner must apply for permission in writing to the strata corporation at least five business days before the holiday date.
- 10.6 A strata lot owner must be in attendance for all significant alterations, with the determination of "significant" to be in the discretion of the strata corporation.
- 10.7 A strata lot owner performing or contracting with others to perform alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.
- 10.8 An owner in contravention of bylaws 10.1 to 10.7 (inclusive) will be subject to a fine of \$200.00 for each contravention, as well as be responsible for any clean up or repair costs.
- 10.9 For clarity, bylaws 10.1 to 10.9, inclusive, will not apply to the owner developer's initial construction of any strata lots, common property or limited common property, or any improvements on or within same.

#### **Part 4 - Powers and Duties of Strata Corporation**

### **11. REPAIR AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION**

- 11.1 The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
  - (b) common property that has not been designated as limited common property;
  - (c) the following areas of limited common property, no matter how often the repair or maintenance ordinarily occurs:
    - (i) the structure of a building;

- (i) the exterior of a building;
  - (ii) terraces, patios, balconies, roof decks, grass areas or exterior stairs and other things attached to the exterior of a building;
  - (iii) doors, windows and skylights on the exterior of a building or that front on common property; and
  - (iv) fences, railings and similar structures that enclose terraces, patios, balconies, roof decks, grass areas, exterior stairs and yards;
- (d) all limited common property other than that identified in bylaws 3 and 11.1(c) but the duty to repair and maintain it is restricted to repair and maintenance that, in the ordinary course of events, occurs less often than once a year; and
- (e) a strata lot, but the duty to repair and maintain it is restricted to:
- (i) the structure of a building;
  - (ii) the exterior of a building; and
  - (iii) doors, windows and skylights on the exterior of a building or that front on common property.

## **12. ACCESS CONTROL SYSTEM AND SURVEILLANCE**

12.1 The strata corporation may install and operate:

- (a) an access control system, including, without limitation, a key fob system (the “**Access System**”); and
- (b) an audio and/or video surveillance system, including, without limitation, one or more video cameras (collectively, the “**Surveillance**”) in the common areas as set out in the rules of the strata corporation adopted from time to time, within the common property of the strata corporation for the purposes of preventing unauthorized entry, theft or the threat to personal safety or damage to property.

12.2 The Access System and the Surveillance will be operated during the hours set out in the rules of the strata corporation adopted from time to time. Notwithstanding the foregoing, the Access System and the Surveillance will not be installed or operated in locations outside of the common property and the Surveillance will not be installed or operated in areas where owners, tenants or occupants have a reasonable expectation of privacy (such as change rooms and washrooms). The information and recordings collected by the Access System and the Surveillance will be used strictly in accordance with the privacy policy of the strata corporation and all applicable laws.

### **Part 5 - Council**

## **13. SIZE OF COUNCIL**

13.1 The council must have at least 3 and not more than 7 members.

## **14. ELIGIBILITY FOR COUNCIL**

- 14.1 The spouse of an owner may stand for council.
- 14.2 No person may stand for council, or continue to be on council, with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

## **15. TERMS OF COUNCIL MEMBERS**

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

## **16. REMOVING MEMBER OF COUNCIL**

- 16.1 Unless all the owners are on the council, the strata corporation may, by a resolution passed by a two-thirds (2/3) vote at an annual or special general meeting, remove one or more members of the council. The strata corporation must pass a separate resolution for each member to be removed. In this bylaw 16.1, a 2/3 (two-thirds) vote means a vote in favour of a resolution by at least 2/3 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.
- 16.2 After removing a member of council, the strata corporation may hold an election at the same annual or special general meeting to replace the removed member for the remainder of the term or the remaining members of the council may appoint a replacement member for the remainder of the term.
- 16.3 If the strata corporation removes all of the members of the council, the strata corporation must hold an election at the same annual or special general meeting to replace the removed members for the remainder of the term, electing up to, at least, the minimum number of members required by these bylaws for the council for the remainder of the term.
- 16.4 The council may appoint the remaining members necessary to achieve a quorum for the council, even if the absence of the members being replaced leaves the council without a quorum.
- 16.5 A replacement member of the council appointed pursuant to bylaws 16.2 and 16.4 may be appointed from any person eligible to sit on the council.

## **17. REPLACING MEMBER OF COUNCIL**

- 17.1 If a member of council resigns or is unwilling or unable to act, the remaining members of the council may appoint a replacement member for the remainder of the term.
- 17.2 A replacement member of council may be appointed from any person eligible to sit on the council.
- 17.3 The council may appoint a member under bylaw 17.2 even if the absence of the member being replaced leaves the council without a quorum.

17.4 If all the members of the council resign or are unwilling or unable to act, persons holding at least 20% of the votes of the strata corporation may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

## **18. OFFICERS**

18.1 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, a secretary and a treasurer.

18.2 A person may hold more than one office on a council at a time, other than the offices of president and vice president.

18.3 The vice president has the powers and duties of the president:

- (a) while the president is absent or is unwilling or unable to act;
- (b) if the president is removed; or
- (c) for the remainder of the president's term if the president ceases to hold office.

18.4 The council may vote to remove an officer of the council.

18.5 If an officer other than the president is removed, resigns, is unwilling or unable to act, the remaining members of the council may elect a replacement officer from among themselves for the remainder of the term.

## **19. CALLING MEETINGS OF A COUNCIL**

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

19.2 The notice in bylaw 19.1 does not have to be in writing.

19.3 A meeting of the council may be held on less than one week's notice if:

- (a) all members of the council consent in advance of the meeting; or
- (b) the meeting is required to deal with an emergency situation, and all members of the council either:
  - (i) consent in advance of the meeting; or
  - (ii) are unavailable to provide consent after reasonable attempts to contact them.

## **20. QUORUM OF COUNCIL**

20.1 A quorum of the council is:

- (a) 1, if the council consists of one member;
- (b) 2, if the council consists of 2, 3 or 4 members;
- (c) 3, if the council consists of 5 or 6 members; and
- (d) 4, if the council consists of 7 members.

20.2 Members of the council must be present in person at the meeting of the council to be counted in establishing quorum.

## **21. MEETINGS OF COUNCIL**

21.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

21.2 At the option of the council, meetings of the council may be held by electronic means, so long as all members of the council and other participants can communicate with each other.

21.3 If a meeting of the council is held by electronic means, members of the council are deemed to be present in person.

21.4 Owners and spouses of owners may attend meetings of the council as observers.

21.5 Despite bylaw 21.4, no observers may attend those portions of meetings of the council that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the Act;
- (b) rental restriction bylaw exemption hearings under section 144 of the Act;
- (c) any other matters if the presence of observers would, in the opinion of the council, unreasonably interfere with an individual's privacy.

## **22. VOTING AT MEETINGS OF COUNCIL**

22.1 At meetings of the council, decisions must be made by a majority of members of the council present in person at the meeting.

22.2 If there is a tie vote at a council, the president may break the tie by casting a second, deciding vote.

22.3 The results of all votes at a meeting of the council must be recorded in the applicable meeting minutes.

## **23. COUNCIL TO INFORM OWNERS OF MINUTES**

23.1 The council must circulate to or post for owners the minutes of all meetings of the council within 2 weeks of the meeting, whether or not the minutes have been approved.

## **24. DELEGATION OF POWERS AND DUTIES OF THE COUNCIL**

- 24.1 Subject to bylaws 24.2, 24.3 and 24.4, the council may delegate some or all of its powers and duties to one or more members of the council or persons who are not members of the council and may revoke the delegation.
- 24.2 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 bylaw 24.3.
- 24.3 A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and
  - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- 24.4 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.

## **25. SPENDING RESTRICTIONS**

- 25.1 A person may not spend the money of the strata corporation unless the person has been delegated the power to do so in accordance with these bylaws.

## **26. LIMITATION ON LIABILITY OF MEMBER OF COUNCIL**

- 26.1 A member of the council 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.
- 26.2 Bylaw 26.1 does not affect the liability of a member of the council as an owner for a judgment against the strata corporation.
- 26.3 All acts done in good faith by members of council, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the council, are valid as if the member had been duly appointed or had duly continued in office.

## **Part 6 - Enforcement of Bylaws and Rules**

### **27. FINES**

- 27.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant:
- (a) \$200.00 for each contravention of a bylaw, and
  - (b) \$50.00 for each contravention of a rule.
- 27.2 The council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation levy fines and the fines so levied will be immediately added to the strata fees for the strata lot and will be due and payable together with the strata fees for the strata lot in the next month following such contravention.

### **28. CONTINUING CONTRAVENTION**

- 28.1 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

## **Part 7 - Annual and Special General Meetings**

### **29. QUORUM OF MEETING**

- 29.1 If within 1/2 hour from the time appointed for an annual or special general meeting of the strata corporation a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

This bylaw 29.1 is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

### **30. PERSON TO CHAIR MEETING**

- 30.1 Annual and special general meetings of the strata corporation must be chaired by the president of the council.
- 30.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 30.3 If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons, eligible to vote, who are present at the meeting.

### **31. PARTICIPATION BY OTHER THAN ELIGIBLE VOTERS**

- 31.1 Tenants and occupants may attend annual and special general meetings of the strata corporation, whether or not they are eligible to vote.

- 31.2 Persons who are not eligible to vote may not participate in the discussion at a meeting.
- 31.3 Tenants and occupants who are not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

## **32. VOTING**

- 32.1 Except on matters requiring a unanimous or 80% vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 32.2 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 32.3 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.
- 32.4 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.
- 32.5 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 32.6 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, of the council may break the tie by casting a second, deciding vote.
- 32.7 Despite anything in this bylaw 32, an election of council, or removal of a member of council, must be held by secret ballot, if the secret ballot is requested by an eligible voter of the strata corporation and approved by a majority vote resolution.

## **33. ELECTRONIC ATTENDANCE AT MEETINGS**

- 33.1 A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.
- 33.2 If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

## **34. ORDER OF BUSINESS**

- 34.1 The order of business at annual and special general meetings is as follows and applicable:
- (a) certify proxies and corporate representatives and issue voting cards;
  - (b) determine that there is a quorum;
  - (c) elect a person to chair the meeting, if necessary;
  - (d) present to the meeting proof of notice of meeting or waiver of notice;

- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) 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;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

34.2 Despite bylaw 34.1, the order of business at an annual or special general meeting may be amended by a majority vote resolution passed at the same meeting.

## **Part 8 - Voluntary Dispute Resolution**

### **35. VOLUNTARY DISPUTE RESOLUTION**

35.1 A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:

- (a) all the parties to the dispute consent; and
- (b) the dispute involves the Act, the regulations, the bylaws or the rules.

35.2 A dispute resolution committee consists of:

- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties; or
- (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

35.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

## **Part 9 - Small Claims Court Proceedings**

### **36. AUTHORIZATION TO PROCEED**

- 36.1 The strata corporation may 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, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family or for which the owner is otherwise responsible pursuant to section 158(2) of the Act or these bylaws.

## **Part 10 - Marketing Activities by Owners**

### **37. SALE OR RENTAL OF A STRATA LOT**

- 37.1 The owner or the owner's real estate agent must accompany any person viewing a strata lot for sale or rental purposes at all times while the person is on the common property.

## **Part 11 - Insurance and Responsibility**

### **38. INSURING AGAINST MAJOR PERILS**

- 38.1 The strata corporation must insure against major perils, as set out in section 9.1(2) of the Strata Property Regulation, including, without limitation, earthquakes.

### **39. RESIDENT INSURANCE**

- 39.1 A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the insurance of the strata insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance for which the owner is responsible.

### **40. RESPONSIBILITY OF OWNERS**

- 40.1 If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata corporation insurance policy. Without limiting the generality of the word "responsible", an owner is responsible for the owner's own acts or omissions, as well as those of any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot or the owner.
- 40.2 For the purposes of bylaws 4.1(e) and 40.1, any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the insurance proceeds received by the strata corporation and will be charged to the owner.

## **41. RESIDENT RESPONSIBILITY FOR CHILDREN AND VISITORS**

- 41.1 Residents are responsible for the conduct of their visitors, including ensuring that noise is kept at a level that, in the sole determination of a majority of the strata corporation, will not disturb the rights of quiet enjoyment of others.
- 41.2 Residents are responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a level that, in the sole determination of a majority of the strata corporation, will not disturb the quiet enjoyment of others.
- 41.3 Residents are responsible to assume liability for and properly supervise activities of children, including, but not exhaustively, bicycling, skateboarding and hockey.

## **Part 12 - Parking and Storage**

### **42. PARKING**

- 42.1 A resident must not permit any oversized, commercial or recreational vehicles (including, but not exhaustively, boats, trailers and campers) to enter or be parked or stored on common property, limited common property or land that is a common asset.
- 42.2 A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.
- 42.3 A resident storing a vehicle must provide proof of insurance to the strata corporation on the commencement date of the storage.
- 42.4 An owner must not sell, rent, or licence the use of parking stalls to any person other than a resident.
- 42.5 A resident must park only in the parking stall assigned to the resident's strata lot pursuant to the Parking Stall/Storage Locker Lease (as defined in bylaw 44.1).
- 42.6 Only visitors of the residents of the strata lots are entitled to use the parking stalls in the parking area which are designated for visitor parking.
- 42.7 Only Studio Building Users (as defined in bylaw 58.2) who are not residents of the development are entitled to use the parking stalls (the "**Studio Building Stalls**") in the parking facility which are designated as parking for the Studio Building and the Studio Facilities (as defined in bylaw 58). For clarity, residents and their visitors are not entitled to park in the Studio Building Stalls. Notwithstanding the foregoing, in the event the owner developer elects not to proceed with construction of the Studio Building and the Studio Facilities (each as defined in bylaw 58), this bylaw 42.7 will be of no force and effect.
- 42.8 The strata corporation may, from time to time, establish rules and regulations concerning the visitor parking stalls (whether or not for physically disabled persons) including, without limitation, rules and regulations with respect to the duration of time that visitors may park in such visitor parking stalls, and residents will cause their visitors to comply with such rules and regulations.

- 42.9 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones, including, without limitation, the Loading Area (as defined in bylaw 42.16).
- 42.10 Any resident's vehicle parked in violation of bylaw 42.9 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.
- 42.11 A resident or visitor must not use any parking area as a work area for carpentry, alterations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
- 42.12 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hour.
- 42.13 A resident or visitor must not smoke while in the parking area, including inside a vehicle.
- 42.14 A resident must not wash a vehicle anywhere on the common property (including on any limited common property and within any parking stall assigned to the resident's strata lot), other than in the car wash stall (the "**Car Wash Stall**") located in the underground parking facility. Once washing of any vehicle is completed, the resident must hose down and remove all dirt, refuse and excess water from the Car Wash Stall and adjacent areas. While washing, a resident must keep audio volume low. In addition, any person using the Car Wash Stall must strictly observe all rules and regulations established by the strata corporation from time to time in respect of the Car Wash Stall.
- 42.15 A resident must not park or store any vehicle that drips oil or gasoline. A resident must remove any dripped oil, gasoline or other automotive residue.
- 42.16 The common property includes a main entrance driveway and vehicle loading area (the "**Loading Area**") located on the ground level of the development and accessible from Uplands Way. Residents will be entitled to reserve, through the property manager for the development, temporary and exclusive use of the Loading Area for the purposes of loading and unloading supplies, materials and goods to and from vehicle(s) parked in the Loading Area, subject to any rules and restrictions relating to reservation arrangements or use of the Loading Area established by the strata corporation from time to time.
- 42.17 The Loading Area must be kept clear of obstructions at all times to enable fire truck and emergency vehicle access to the development through the Uplands Way entranceway. Notwithstanding bylaw 42.16, any resident using the Loading Area must ensure that such resident's use will not impede fire truck and emergency vehicle access to the development in any way.

### **43. STORAGE LOCKERS AND BICYCLE STORAGE**

- 43.1 A resident must only store bicycles, tricycles or scooters by using the bicycle racks installed on the common property by the owner developer and/or within any storage locker assigned to the resident.
- 43.2 A resident must not store any hazardous or flammable substances in storage lockers.

#### 44. PARKING STALL/STORAGE LOCKER LEASE

- 44.1 Each owner of a strata lot may be entitled to the exclusive use of one or more of the parking stalls and/or storage lockers located within the common property pursuant to a partial assignment of the parking stall/storage locker lease (the "**Parking Stall/Storage Locker Lease**") originally entered into between Uplands Three Limited Partnership (the "**Landlord**"), as landlord, and Beedie Parking Management Ltd. (or another entity to be selected by the owner developer), as tenant (the "**Tenant**"). Pursuant to the Parking Stall/Storage Locker Lease, upon the registration of the strata plan for the strata development, the strata corporation will assume all of the covenants and obligations of the Landlord under the Parking Stall/Storage Locker Lease with respect to the Stalls and Lockers (each as defined in the Parking Stall/Storage Locker Lease), and the Tenant will assign its interest, as tenant, under the Parking Stall/Storage Locker Lease to the Landlord.
- 44.2 In addition to complying with any rules, regulations or restrictions with respect to parking and storage contained in these bylaws, an owner, tenant or occupant must use parking stalls and storage lockers in accordance with any rules, regulations or restrictions contained in the Parking Stall/Storage Locker Lease.
- 44.3 The Landlord may erect barriers to prevent the unauthorized use of any parking stall or storage locker to which the Parking Stall/Storage Locker Lease applies and in respect of which the Parking Stall/Storage Locker Lease has not been partially assigned to an owner or the strata corporation.
- 44.4 All vehicle operation and parking within the development shall be at the sole risk of the owner of the vehicle. The strata corporation makes no representation in respect of the safety or security of vehicles operated or parked within the development or in respect of the drivers, passengers or contents of such vehicles and the strata corporation shall not be responsible for any theft or other injury, loss or damage arising out of the operation or parking of any vehicle within the development.
- 44.5 Four parking stalls (the "**Disabled Stalls**") located within the common property in the parking facility are designated for use by persons with physical disabilities. Two such Disabled Stalls are Visitor Parking Stalls. Two Disabled Stalls (the "**Disabled Resident Stalls**") are intended for use by residents of the strata lots and are subject to the Parking Stall/Storage Locker Lease. Accordingly, and subject to bylaw 44.7, residents will only be entitled to use of a Disabled Resident Stall pursuant to a partial assignment of the Parking Stall/Storage Locker Lease in respect of any Disabled Resident Stall.
- 44.6 For the purposes of bylaw 44.7, (a) "**Qualified Owner**" means an owner of a strata lot who resides in such strata lot and who has been issued, or in the case of an owner who is a natural person, whose spouse or dependent child resides in such strata lot and has been issued, or whether or not such owner is a natural person, such owner's tenant who resides in such strata lot and has been issued, a valid parking permit for a person with a permanent disability by the Social Planning and Research Council of British Columbia (or a disabled person's parking permit otherwise issued in accordance with the *Motor Vehicle Act* (British Columbia)); and (b) "**Non-Qualified Owner**" means an owner of a strata lot who is not a Qualified Owner.
- 44.7 If a Qualified Owner holds an interest in a parking stall (a "**Non-Disabled Resident Stall**") that is not a Disabled Resident Stall, then the Qualified Owner may make a written request

that the strata corporation exchange the Qualified Owner's Non-Disabled Resident Stall for a Disabled Resident Stall. Within 30 days of receipt by the strata corporation of a written request for such an exchange from a Qualified Owner and evidence of a valid parking permit, the strata corporation will require that a Non-Qualified Owner who holds an interest in a Disabled Resident Stall (if any, to be selected by the strata corporation by a random draw of all the Non-Qualified Owners who hold an interest in a Disabled Resident Stall if there are more than one such Non-Qualified Owner) exchange his/her/its interest in the Disabled Resident Stall with the Qualified Owner for his/her/its interest in the Non-Disabled Resident Stall for no consideration. Such an exchange will be accomplished by the Non-Qualified Owner partially assigning his/her/its interest in the Parking Stall/Storage Locker Lease to the Qualified Owner in respect of the Disabled Resident Stall, and the Qualified Owner partially assigning his/her/its interest in the Parking Stall/Storage Locker Lease to the Non-Qualified Owner in respect of the Non-Disabled Resident Stall. The Non-Qualified Owner and the Qualified Owner will each execute a partial assignment of his/her/its interest in the Parking Stall/Storage Locker Lease in favour of the other substantially in the form attached as Schedule B to the Parking Stall/Storage Locker Lease, and the strata corporation, pursuant to the Parking Stall/Storage Locker Lease, is granted a power of attorney to execute such partial assignment on behalf of the Non-Qualified Owner to effect such transfer.

#### **45. ELECTRIC VEHICLE CHARGING STATION INFRASTRUCTURE**

45.1 For the purpose of this bylaw 45, the following terms have the following meanings:

- (a) **"Electricity Fee"** means any fee a User is invoiced by the Network Operator in respect of the electricity consumed by the EV Charging Station appurtenant to the User's Parking Stall;
- (b) **"EV Charging Management Agreement"** means an agreement between the strata corporation and the Network Operator pursuant to which the Network Operator agrees to provide various services with respect to the Parking Stalls and EV Charging Stations including, without limitation, metering, recording and individual billing for the electricity usage by each Parking Stall with an EV Charging Station;
- (c) **"Network Fee"** means any fee a User is invoiced by the Network Operator in respect of a portion of the required fees payable to the Network Operator in consideration for the services provided by the Network Operator under the EV Charging Management Agreement;
- (d) **"Network Operator"** means a third-party entity engaged by the strata corporation under an EV Charging Management Agreement;
- (e) **"Parking Stalls"** means all of the parking stalls in the development for the use of owners, occupants and tenants of the strata lots, but excluding the Visitor Parking Stalls, Studio Building Stalls and the Car Wash Stall;
- (f) **"User"** means a strata lot owner who has been assigned, pursuant to a partial assignment of the Parking Stall/Storage Locker Lease, the exclusive use of the Parking Stall that is immediately adjacent to an EV Charging Station; and

- (g) **“Visitor Parking Stalls”** means the designated visitor parking stalls within the parking facility for the use of visitors of owners, occupants and tenants of the development.
- 45.2 Each Parking Stall is designed and equipped with a pre-wired 40A/208V junction box capable of supporting level 2 charging via load sharing (the **“EV Infrastructure”**) (including all necessary electric vehicle equipment) for the charging of electric vehicles. The EV Infrastructure is intended to accommodate the installation of a level 2 electric vehicle charging station (the **“EV Charging Station”**) to be used for the direct charging of electric vehicles.
- 45.3 No person may connect and install an EV Charging Station to the EV Infrastructure, unless the owner has made a written request to the council and the council has approved the same upon determining that all pre-requisite requirements are met by the person making such request. In order for a strata lot owner to be approved by the strata corporation to install an EV Charging Station, such owner must pay for all costs associated with the installation (which must be performed by a certified electrician), the EV Charging Station must be Open Charge Point Protocol (OCPP) compliant and compatible with the Network Operator’s load management function and other requirements in respect of compatibility must be met. The approved EV Charging Station must be registered with the strata corporation’s Network Operator upon commissioning.
- 45.4 All EV Infrastructure and related equipment (excluding any EV Charging Station upon installation to the EV Infrastructure) will form part of the common property of the strata corporation and will be allocated, maintained and repaired by, and under the control and management of, the strata corporation. For greater certainty, the EV Infrastructure is not leased pursuant to, or subject to, the Parking Stall/Storage Locker Lease.
- 45.5 Each EV Charging Station installed will be available for the exclusive use of the applicable User and no owner, tenant or occupant will use an EV Charging Station that is not immediately adjacent to their Parking Stall. Other than as set out in these bylaws or any repair and maintenance that is the responsibility of the Network Operator, each User will be responsible for all costs, expenses and fees in connection with the use, operation, repair and maintenance of its EV Charging Station. Without limiting the foregoing, each User will pay to the Network Operator its Electricity Fee and Network Fee and any other fees required by the Network Operator at the times and in the amounts required by the Network Operator.
- 45.6 Any person using the EV Charging Station and EV Infrastructure must strictly observe all rules established by the strata corporation and/or Network Operator from time to time in respect of same.
- 45.7 An EV Charging Station will remain the property of the owner that installed it and may be removed by that owner in its discretion provided the owner does so in accordance with any requirements of the strata corporation and/or Network Operator and repairs any damage to the common property caused by doing so.

## **Part 13 - Moving**

### **46. MOVING IN/OUT PROCEDURES**

- 46.1 An owner must conform and ensure that any tenants conform to the Move In and Move Out rules established by the strata corporation from time to time.
- 46.2 A resident must provide notice to the strata corporation of all moving arrangements at least 48 hours before the moving date. All moves must take place between 9:00 a.m. and 6:00 p.m., Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays, Sundays and statutory holidays.
- 46.3 A resident using an elevator during a move must ensure that the elevator service key is used to control the elevator and the doors not jammed open in any manner.
- 46.4 A resident must ensure that furniture is not left piled in any common areas.
- 46.5 A resident must ensure that all common areas are left damage free and clean upon completion of the move.
- 46.6 An owner must pay a refundable damage deposit of \$100 on each move in or move out of the owner's strata lot 48 hours prior to any move and any expenses incurred by the strata corporation attributable to the resident and all fines levied will be deducted from the deposit.
- 46.7 A resident contravening any of bylaws 46.1 to 46.6 (inclusive) will be subject to a fine of \$200.00.

## **Part 14 - Appearance of Strata Lots and Common Property**

### **47. CLEANLINESS**

- 47.1 A resident must not allow a strata lot to become unsanitary or untidy.
- 47.2 A resident must not throw, pile or store rubbish, dust, garbage, boxes, packing cases and other similar refuse in a strata lot or on common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.
- 47.3 A resident must ensure that:
- (a) ordinary household refuse, organic material and garbage is securely wrapped and placed in the containers provided for that purpose;
  - (b) recyclable material is kept in designated areas; and
  - (c) material other than recyclable or ordinary household refuse and garbage is removed appropriately.

## **Part 15 - Rentals and Short Term Accommodation**

### **48. RESIDENTIAL RENTALS**

- 48.1 Before a tenant may move into a strata lot (including a Lock-Off Suite, as defined in bylaw 49.5), the owner must deliver or cause to be delivered to the strata corporation a "Form K - Notice of Tenant's Responsibilities" in the form set out in the *Strata Property Act*, signed by the tenant.
- 48.2 An owner must advise the strata corporation in writing of the time and date that any tenant intends to move in or out of the strata lot, at least seven (7) days in advance and must make arrangements with the manager of the building to co-ordinate any such move in accordance with bylaw 46.2.
- 48.3 No person may rent out, lease, sublease, license, sublicense or otherwise grant occupancy rights to any strata lot in exchange for consideration of any kind for a short-term period of less than one full month (i.e. 30 consecutive days), which restriction shall apply to all rentals including those made under websites advertising rentals, including without limitation rentals made under "Craigslist", "Airbnb" and similar services. No owner, tenant or occupant will be permitted to use, allow and/or advertise a strata lot to be used, occupied or licensed as vacation or travel accommodation, including but not limited to, as a hotel room, bed and breakfast, home stay, student housing, child care facility, family child care centre, Airbnb or similar service, or for short term rentals except any rentals for consecutive periods equal to or greater than thirty (30) consecutive days.
- 48.4 Any breach of bylaw 48.3 is subject to a fine of up to \$1,000 per day.

### **49. OTHER ACCOMMODATION AND USE**

- 49.1 Strata lots shall be used for residential use and other purposes ancillary to residential purposes, and no strata lot in the development shall be used for boarding, lodging or rooming house purposes; child care facilities; or family child care centres; or commercial uses.
- 49.2 Without limiting the generality of bylaw 49.1 and subject to bylaw 49.5, a resident may not enter into a licence agreement for the use of all or any part of a strata lot and a resident must not rent less than all of a strata lot.
- 49.3 For greater certainty, a resident shall not use or permit the use of their Strata Lot for the purpose that:
- (a) may or will increase the amount of foot or motor vehicle traffic in the common property or the strata lot and/or in any way increase or may increase the liability risk of the strata corporation; or
  - (b) involves individuals using the strata lot as a place of temporary lodging.
- 49.4 Notwithstanding bylaw 49.1, a strata lot may contain a "home office" provided the use complies with the bylaws of the Corporation of the District of West Vancouver, there are no employees working in the home office that do not ordinarily reside in the strata lot and client traffic is minimal. In addition, the home office must be completely enclosed within

the strata lot and must not discharge or emit any odors, vapors, heat, glare, vibrations or unreasonable noise.

- 49.5 Notwithstanding bylaw 49.2, if a strata lot was designed and constructed by the owner developer to include a self-contained dwelling unit (a “**Lock-Off Suite**”) within the principal strata lot, the owner of such strata lot may rent or permit to be occupied the Lock-Off Suite as if the Lock-Off Suite were an entire separate strata lot, subject to and in accordance with all rules, regulations or restrictions of the strata corporation respecting the rental, accommodation and use of strata lots, including but not limited to the bylaws under this Part 15.

## **PART 16 - MISCELLANEOUS**

### **50. MISCELLANEOUS**

- 50.1 A resident or visitor must not throw anything from a strata lot, common property, or limited common property, including a terrace, patio, balcony or roof deck. Failure to comply with this bylaw will result in a fine of \$200. In addition, any costs incurred by the strata corporation, including any fine or penalty payable by the strata corporation, as a result of this bylaw contravention will be charged back to the strata lot as a cost of remedying the contravention of this bylaw.
- 50.2 A resident or visitor must not use or store barbecues on common property, other than a terrace, grass area, patio, balcony or roof deck that is designated for the exclusive use of the resident’s strata lot.
- 50.3 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.
- 50.4 A resident or visitor must not wear or use inline skates, roller skates, or skateboards anywhere on the common property or within a strata lot.
- 50.5 A resident must not permit any person to play or loiter in the garden areas, on common property or on land that is a common asset.
- 50.6 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle or for the purpose of charging electric vehicles in accordance with bylaw 45.
- 50.7 Except as permitted in bylaw 53.1, a resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot that can be seen outside of the strata lot, unless authorized by the strata corporation. This will include exterior painting and the addition of wood, ironwork, concrete or other materials.
- 50.8 A resident may post notices on the designated bulletin board, subject to being removed by the strata corporation if deemed inappropriate or posted for in excess of one week.
- 50.9 A resident must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.

- 50.10 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any terrace, patio, balcony, grass areas, roof deck, window, stairway or other part of a strata lot or common property.
- 50.11 A resident must not install any window coverings or window tints, visible from the exterior of his or her strata lot, which are different in size or colour from those of the original building specifications.
- 50.12 A resident must ensure that no air conditioning units other than those installed by the owner developer, laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- 50.13 A resident must not permanently or temporarily place, erect or install anything on limited common property, common property or land that is a common asset, except as permitted by these bylaws. Despite the foregoing, a resident may place the following items on a terrace, grass area, patio, balcony or roof deck that has been designated for the exclusive use of a strata lot:
- (a) a barbeque;
  - (b) free-standing, self-contained planter boxes or containers;
  - (c) summer furniture and accessories; and
  - (d) a hot tub, subject to approval of the strata corporation and, without limitation, the strata corporation's structural engineer and/or any further technical approvals the strata corporation deems necessary.

For clarity, this bylaw does not apply to any hot tub, air conditioning system or other similar system installed by the owner developer on any limited common property, common property or land that is a common asset.

- 50.14 For the purposes of bylaws 50.14, 50.15 and 50.16, "**Direct-Entry Elevator**" means the elevator that enters directly into Strata Lot 35 and the associated equipment, elevator shaft and elevator doors that open into Strata Lot 35 means the "**Direct-Entry Elevator Equipment**".
- 50.15 Upon not less than 48 hours written notice to the owner, tenant or occupant of Strata Lot 35 (except in the case of emergency when no notice is required) a property manager for the strata corporation or representative thereof, a member of the council or a contractor or subcontractor of the strata corporation or its property manager, will be provided access to Strata Lot 35 for the purposes of: (i) carrying out the strata corporation's duties and obligations with respect to inspection, maintenance and repair of the Direct-Entry Elevator and the Direct-Entry Elevator Equipment; and (ii) obtaining access to the roof in the event primary access to the roof through the building's stairwell is not available.
- 50.16 An owner, tenant or occupant of Strata Lot 35 will have the right to call the Direct-Entry Elevator directly to Strata Lot 35; and, for great certainty, when the Direct-Entry Elevator has been called, or is being used, by an owner, tenant or occupant of Strata Lot 35, no other owner, tenant, occupant or guest of the development will be able to call or use the

Direct-Entry Elevator until the owner, tenant or occupant of Strata Lot 35 has finished using the Direct-Entry Elevator.

## **51. NO SMOKING**

51.1 A resident or visitor must not smoke in or on the following areas:

- (a) a strata lot;
- (b) any interior common property (including elevators, the parking facility, service rooms, storage lockers, stairs, the Amenity Areas or the Studio Building) or on a terrace, grass area, patio, balcony or roof deck that is designated as limited common property;
- (c) a terrace, patio, balcony or roof deck;
- (d) anywhere on the exterior common property that is within three (3) metres of a door, window or air intake.

51.2 For the purposes of bylaw 51.1, “smoke” includes, without limitation, emitting, causing or permitting any smoke or fume from a cigarette, electronic cigarette, vape, hookah, marijuana, or cigar to emanate.

## **52. EXEMPTION FROM BYLAWS**

52.1 The council may grant an exemption from the operation of a bylaw in order to accommodate a prohibited ground of discrimination in accordance with the BC *Human Rights Code*.

## **53. MARKETING AND CONSTRUCTION ACTIVITIES BY OWNER DEVELOPER**

53.1 During the time that the owner developer is the owner or lessee of any strata lots, the owner developer, an affiliate of the owner developer and its or their marketing agents will have the right to carry on sales functions that relate to the sale or lease of such strata lots, including the posting of signs.

53.2 The owner developer may use a strata lot, that the owner developer or an affiliate owns or rents, as a display lot for the sale of other strata lots in the strata plan.

53.3 Notwithstanding any bylaws contained herein to the contrary, no bylaw contained herein will apply to the owner developer’s initial construction or completion of construction of any improvements on any strata lots, common property, limited common property or land that is a common asset.

## **54. NOISE TRANSMISSION**

54.1 An owner, tenant, occupant or visitor must not generate noise, whether from a strata lot or common property, that:

- (a) constitutes a nuisance at law to another owner, tenant or occupant;
- (b) contravenes a municipal bylaw; or

- (c) occurs for a period of more than 60 seconds and:
  - (i) disturbs the enjoyment of another resident of a strata lot or any resident using the common property; and
  - (ii) occurs between the hours of 10 pm and 7 am.
- 54.2 An owner, tenant or occupant must take all reasonable steps to satisfy noise complaints.
- 54.3 If a noise complaint is made regarding noise emanating from a strata lot with hard floor surfaces, including wooden, laminate floors, and if such noise complaint persists, the council may require an owner, tenant or occupant to take steps to reduce noise transmission through the hard floor surface, including without limitation:
  - (a) ensuring that no less than sixty percent (60%) of such hard floor surfaces, excepting only kitchens, bathrooms, laundry rooms and entry areas, are covered with area rugs or carpet unless otherwise dictated by a medical condition;
  - (b) avoiding walking with hard shoes or dragging furniture or other heavy objects across such floor surfaces;
  - (c) fitting chair legs with felt pads;
  - (d) avoiding activities that will cause unnecessary noise such as: bouncing balls, dancing and stomping of feet; and
  - (e) ensuring that any noise inducing equipment is separated from the floor with adequate cushioning.
- 54.4 An owner may, with the prior written approval of the council, make changes to the floor finishing of their strata lot from carpet to any hard floor surface or from an existing hard floor surface to an alternate hard floor surface. In deciding whether to approve the change, the council will give due consideration to the type and quality of the flooring and underlay in relation to the sound transmission between strata lots.
- 54.5 For clarity, bylaws 54.1 to 54.4, inclusive, will not apply to any noise emanating or resulting from any improvements or systems initially constructed or installed by the owner developer, including, without limitation, any air conditioning systems initially installed or constructed by the owner developer, unless such improvements or systems require repair or maintenance or are otherwise not operating in the manner in which they were intended to operate.

## **PART 18 – USE OF AMENITY AREAS AND AMENITY ASSETS**

### **55. USE OF AMENITY AREAS AND AMENITY ASSETS (GENERAL)**

- 55.1 For the purpose of this bylaw 55, the following terms have the following meanings:
  - (a) **“Amenity Areas”** means the Fitness Facility (defined in bylaw 56), the Co-Working and Study Room (defined in bylaw 57), the Music Room (defined in bylaw 57) and any other indoor or outdoor common amenities, common facilities or common areas that are available for use by all residents and their guests, save and except

for those areas which form part of the Studio Building and the Studio Facilities, subject to the following bylaw provisions and the rules established from time to time by the council and “**Amenity Area**” means any one of them.

- (b) “**Amenity Assets**” means any equipment and furniture located in any of the Amenity Areas, including, without limitation, the fitness equipment and facilities located in the Fitness Facility, and any other common assets of the strata corporation that are available for use by all residents and their guests, save and except for that equipment and furniture which form part of the Studio Building and the Studio Facilities, subject to the following bylaw provisions and the rules established from time to time by the council and “**Amenity Asset**” means any one of them.
  - (c) “**representative of the strata corporation**” means any one of the council, or any other person or entity duly authorized by the council to act on behalf of the strata corporation.
- 55.2 It is the responsibility of each person within the development to ensure that Amenity Areas and Amenity Assets are safe to use before making any use of them, to report any injury, accident, maintenance or safety issue immediately to a representative of the strata corporation, and to provide a further full written summary within 24 hours if any injury or damage to property was observed.
- 55.3 Any use of the Amenity Areas and the Amenity Assets is at the sole risk of the user, who assumes all risks including, but not limited to, risks of death, injury, damage to persons and damage to or loss of personal property associated with or arising out of such use; and, as a condition of use, the user indemnifies the strata corporation, its members, agents and employees against all liability arising out of such use.
- 55.4 Without limiting the foregoing, the strata corporation is not liable for any accident, injury or death resulting from the use of any Amenity Area or any Amenity Asset, by residents, co-occupants, family members, guests, employees, agents, contractors, invitees or any other person.
- 55.5 Anyone who engages in any reckless, hazardous, destructive, or potentially hazardous or destructive activity within any Amenity Area or in relation to any Amenity Asset, or who continues to breach a rule or bylaw after receiving a verbal warning from a representative of the strata corporation, is required to leave the Amenity Area or to cease using the Amenity Asset, as the case may be, immediately upon request of a representative of the strata corporation.
- 55.6 Entry into and/or use of the Amenity Areas or the Amenity Assets in a state of impairment due to drug or alcohol intoxication is prohibited.
- 55.7 A representative of the strata corporation may temporarily close or restrict use of any Amenity Area or Amenity Asset if such Amenity Area or Amenity Asset is being used in an unsafe or disruptive manner, if the Amenity Area or the Amenity Asset requires maintenance or cleaning, or if the Amenity Area or the Amenity Asset is required for a function organized or approved by the council.
- 55.8 Any children entering an Amenity Area must at all times while therein be accompanied by:

- (a) a parent or guardian who is also an owner or resident occupant of a strata lot;
- (b) such other person over the age of fourteen (14) years as is (i) requested or directed by a parent or guardian who is also an owner or resident occupant of a strata lot to care for and supervise such children; and (ii) could reasonably be expected to be capable of appropriate care and supervision of such children; or
- (c) if any child entering the Amenity Area is a visitor, such child's parent or guardian as well as an owner or resident occupant of a strata lot.

## **56. USE OF AMENITY AREAS – FITNESS FACILITY**

56.1 This bylaw 56, in addition to the general bylaw 55, applies to the yoga and exercise room located on level 1 of the main lobby, which forms part of the Amenity Areas, and to all fitness-related equipment (if any) located therein or associated therewith which forms part of the Amenity Assets (all collectively, the "**Fitness Facility**") within the development.

56.2 The Fitness Facility is only for the use of the residents of the strata lots and their guests.

56.3 Any person entering or using the Fitness Facility shall comply with the following bylaws in respect of the use of the Fitness Facility:

- (a) all users must be courteous to others waiting to use the fitness equipment (take turns using the equipment) or the space in the Fitness Facility for the purpose of yoga or stretching;
- (b) time on each machine or equipment is limited to 30 minutes per person while any other person is waiting;
- (c) weights and other equipment shall not be dropped, or otherwise used in any way which might cause damage, injury or unreasonable noise;
- (d) all users must bring their own towels and wipe down exercise equipment after use;
- (e) use of any equipment is at the user's own risk. The strata corporation will not be liable for any injury, damage or loss however caused;
- (f) no food or drinks are allowed in the Fitness Facility, except bottles containing water only;
- (g) the number of users per strata lot allowed in the Fitness Facility is limited to two at any time;
- (h) an owner or resident of a strata lot must accompany a visitor at all times while the visitor is in the Fitness Facility;
- (i) the council may set the Fitness Facility hours by rule and, in the absence of any such rule to the contrary, the hours shall be 5:30 a.m. to 10:00 p.m.;
- (j) all personal belongings shall be removed after each use;

- (k) appropriate clothing and non-marking athletic footwear must be worn at all times in the Fitness Facility;
- (l) no person under the age of 16 is permitted in the Fitness Facility without being accompanied by an adult 19 years of age or older;
- (m) no pets or other animals are allowed in the Fitness Facility; and
- (n) at no time is a speaker system to be played loudly enough to be heard outside of the Fitness Facility.

## **57. USE OF AMENITY AREAS – AMENITY ROOMS**

- 57.1 This bylaw 57, in addition to the general bylaw 55, applies to the lounge and study room (the “**Co-Working and Study Room**”) and the music room (the “**Music Room**” and together with the Co-Working and Study Room, the “**Amenity Rooms**”) located on level 3 of the east building, which forms part of the Amenity Areas, and to all of the furniture and equipment (if any) located therein or associated therewith which forms part of the Amenity Assets within the development.
- 57.2 The council may set the permitted hours of use of the Amenity Rooms by rule provided that, in the absence of any rule to the contrary, the permitted hours of use shall be 8:00 am to midnight.
- 57.3 No more than 31 people may use the Co-Working and Study Room at any given time and no more than 4 people may use the Music Room at any time.
- 57.4 Subject to availability, and on a “first come, first served” basis, any one of the Amenity Rooms may be booked individually for up to a six (6) hour block only, up to a maximum of two (2) times each month per owner or resident. Exceptions apply to last minute bookings, when available. Reservations may be made with the council and/or the property manager. The council may designate days where the Amenity Rooms remains available for common use by all residents and are not available for booking.
- 57.5 A user fee is required to book any one of the Amenity Rooms in the form of a refundable deposit of \$50.00 or such other amount as may be set by the council in a rule from time to time, payable by cheque only, which will be returned upon determination by the council and/or the property manager that the Amenity Room has suffered no damage and is left clean and tidy. Any additional costs related to the cleanup and/or repair of the Amenity Room in excess of the deposit will be billed directly to the booking resident’s strata lot.
- 57.6 Properly booked exclusive use of the Amenity Rooms takes priority over any other use.
- 57.7 Guests of residents using the Amenity Rooms must at all times be accompanied by a resident or owner.
- 57.8 Any person using the Amenity Rooms must be considerate of the occupants of strata lots in the vicinity of the Amenity Rooms and shall not make undue noise or otherwise unduly disturb the occupants of such strata lots. In particular, all persons using the Music Room will ensure the door to the Music Room is kept closed to minimize noise transmission from the playing of music or musical instruments.

## **58. STUDIO BUILDING**

- 58.1 This bylaw 58 applies to the stand-alone amenity building located on the common property of the development (the "**Studio Building**"), and to all services, facilities, equipment, furniture and assets located therein or associated therewith, including the outdoor playground area located adjacent to the Studio Building (collectively, the "**Studio Facilities**"), which are shared by the residents of the development and owners, tenants and occupants of certain nearby properties (collectively, the "**User Properties**"), as described in the Studio Building Amenity Agreement registered in the New Westminster Land Title Office under registration nos. CB1040117 - CB1040132, as may be amended or replaced from time to time (the "**Studio Building Amenity Agreement**").
- 58.2 The Studio Building is for the exclusive use of (i) owners, tenants and occupants of the User Properties (which includes, for clarity, all residents of the development), and (ii) persons who pay access fees to use the Studio Building and the Studio Facilities pursuant to a licence agreement or other contractual arrangement, and their respective visitors and guests (collectively, the "**Studio Building Users**").
- 58.3 The strata corporation is required to contribute to the costs associated with the Studio Building and the Studio Facilities, as set out in the Studio Building Amenity Agreement, which costs are to be allocated among the owners of the strata lots on the basis of the unit entitlement of the strata lots. The amount assessed to each strata lot for the costs of the Studio Building and the Studio Facilities will be included in such strata lot's monthly assessment.
- 58.4 In addition to this bylaw 58, bylaws 55.2, 55.3, 55.4 and 55.5 apply to the use of the Studio Building.
- 58.5 At all times while using the Studio Building and the Studio Facilities or entering onto any common property or land that is a common asset, all Studio Building Users shall comply with these bylaws, any rules imposed by the strata council from time to time, the bylaws and rules of the community association that operates the Studio Building and the Studio Facilities and administers the cost sharing arrangements between the strata corporation and other owners or strata corporations of the User Properties, the terms of the Studio Building Amenity Agreement and any conditions or requirements set out in any membership or user agreement in respect of the Studio Building and the Studio Facilities (if and as applicable).
- 58.6 Despite bylaw 58.5, no bylaw, rule or restriction may be passed or enacted by the strata council or the strata corporation which unreasonably restricts the rights of the Studio Building Users to access and use the Studio Building, the Studio Facilities or the Studio Building Stalls, or which conflicts with the terms of the Studio Building Amenity Agreement.

Notwithstanding the foregoing, in the event the owner developer elects not to proceed with construction of the Studio Building and the Studio Facilities, this bylaw 58 will be of no force and effect.

**END OF BYLAWS**