

EPS4147

BYLAWS

(Updated December 2, 2019)

NOTICE

The attached bylaws for EPS4147 are in addition to those bylaws contained in the *Strata Property Act* of B.C. In addition to bylaws, there could also be “Rules and Regulations” which are not registered at the Land Title Office, but are attached herein. **For legal purposes, you should obtain a true copy of the bylaws from the Land Title Office.**

Division 1 — Duties of Owners, Tenants, Occupants and Visitors

Payment of strata fees

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate. Failure to pay strata fees on the due date may result in maximum fines up to \$200.00 per contravention as permitted by the Strata Property Act and its Regulations as amended from time to time.
- (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.
- (3) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- (4) Failure to pay a special levy on the due date may result in maximum fines up to \$200.00 per contravention as permitted by the Strata Property Act and its Regulations as amended from time to time.
- (5) Where an owner fails to pay a special levy in accordance with bylaw 1(4), outstanding special levies will be subject to an interest charge of 10%, per annum, compounded annually until the outstanding special levy(s) is paid in full.

Repair and maintenance of property by owner

- 2 (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.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

Use of property

- 3 (1) An owner, tenant, occupant 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,
 - (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.

- (2) An owner shall not:
- (a) use his strata lot for the purpose which may be injurious to the reputation of the building;
 - (b) make undue noise in or about any strata lot or common property;
 - (c) keep any animals on his strata lot or the common property which has been determined by the strata council to be a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, after the strata council has given written notice that the animal is to be permanently removed;
 - (d) make or cause to be made any structural alteration to his strata lot, or paint, decorate, or add to or remove any structure from the exterior of the building or the strata lot or add to or alter the wiring, plumbing, piping, or other services on his strata lot, or within any bearing or party wall or the common property without first obtaining the written consent of the strata council; or,
 - (e) allow more residents in the Strata Lot than two persons above the age of 16 per bedroom without obtaining the written consent of the Strata Council.
- (3) An owner, tenant, occupant 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) (i) For the purposes of this bylaw the term “smoke” or “smoking” includes but is not limited to:
- a. inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances including but not limited to, marijuana;
 - b. the burning, combusting and/or vaporizing of:
 - (I) tobacco of any type;
 - (II) any plant, plant product or by-product;
 - (III) any drugs or pharmaceuticals including but not limited to marijuana, crack cocaine, hashish, methamphetamines or heroin
 - (IV) e-liquids or other substances used in vaporizers, electronic cigarettes or similar appliances which allow for the inhalation of vapour of atomized liquids or substances.
- (ii) For the purposes of this bylaw “vape” or “vaping” includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.
- (iii) For the purposes of this bylaw “marijuana” includes any plant grown or cultivated and harvested from the cannabis plant.
- (5) A resident or visitor must not smoke or vape in or on the following areas that comprise and are part of the buildings and lands that comprise the Strata Corporation which include but are not limited to:

- a. A strata lot;
 - b. Any common property that is located within a building (including hallways, elevators, parking garages, service rooms, storage lockers, stairs and amenity rooms);
 - c. Any limited common property;
 - d. Any interior or exterior recreational and common facilities;
 - e. A balcony, patio or deck;
 - f. within six metres of a door, window or air intake; or
 - g. as set out in the Tobacco and Vapour Products Control Act and the Tobacco and Vapour Products Control Regulation.
- (6) A resident is prohibited from growing, cultivating, harvesting, selling, distributing or cultivating marijuana in or on the following areas:
- a. A strata lot;
 - b. Any common property that is located within a building (including hallways, elevators, parking garages, service rooms, storage lockers, stairs and amenity rooms);
 - c. Any limited common property;
 - d. A balcony, patio or deck; and
 - e. Any exterior common property.
- (7) (a) An owner, tenant or occupant must not use or permit to be used a residential strata lot, common property or common assets in a way that is for commercial or professional purposes or activities, including but not limited to the following:
- (i) Short-term rentals
 - (ii) Hotel or hotel-like accommodation,
 - (iii) A boarding or lodging house,
 - (iv) Roommates (ie. by sub-lease or partial rental of a strata lot),
 - (v) Bed and breakfast,
 - (vi) Airbnb, Homeaway, VRBO or any other vacation-like, short-term rental or short-term accommodation arrangements,
 - (vii) Executive home rental arrangements,
 - (viii) House swaps,
- (b) This bylaw does not prohibit the right of owners and residents to have guests in their home. For the purposes of this bylaw guests are defined as family, friends or acquaintances of the owner or resident staying for one day or more, but no more than 60 days, with a resident.

- (c) For the purpose of bylaw 3(7)(a) short term rentals, short-term licence agreements or other short term accommodation referred to in bylaw 3(7)(a) is defined as any lease, tenancy agreement, licence agreement, or agreement to occupy a strata lot that is for a period of less than three months.
- (d) Effective November 30, 2018, the Strata Council, at its full discretion, has the right to impose a fine of up to \$1,000.00 daily , or as permitted by the Strata Property Act and its Regulations as amended from time to time, for each contravention of bylaw 3(7)(a).
- (8) Signs and Advertisements. Subject to bylaw 30(3), no signs, billboards, notices, placards or other advertising matter shall be placed on any part of the strata lot, the common property, or limited common property.
- (9) Unless there is written consent from the Strata Council, the maximum number of Residents permitted to reside in a Strata Lot is limited to as follows:
 - a. in a studio - two (2) persons aged 16 and above
 - b. in one-bedroom strata lot - two (2) persons aged 16 and above
 - c. in a one-bedroom plus den strata lot - four (4) persons aged 16 and above
 - d. in a two-bedroom strata lot - four (4) persons aged 16 and above
 - e. in a two bedroom plus den strata lot - six (6) persons aged 16 and above
 - f. in a three bedroom – six (6) persons aged 16 and above

Inform strata corporation

- 4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number, mailing address outside the strata plan (if any) and electronic email address(es), at least one phone number of the registered owner and one emergency phone number that must be a local number in Canada.
- (2) On request by the strata corporation, a resident or tenant must inform the strata corporation of his or her name and the unit related.
- (3) When a Form K is required, it must be submitted to the strata corporation prior to scheduling a move-in.

Obtain approval before altering a strata lot

- 5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the

- common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
 - (h) any interior or exterior strata lot wall;
 - (i) wiring, plumbing, piping, heating, including gas fireplaces, air conditioning and other services;
 - (j) any alteration that requires a permit in accordance with the Municipal building bylaws as amended from time to time;
 - (l) limited common property.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to provide: a detailed written description of the intended alteration,
- (a) a detailed plan showing the proposed location of the construction of the alteration and nature of the change, including details of the proposed materials and dimensions,
 - (b) name(s) of the qualified/licensed contractor or consultants who will design, construct and inspect the alterations,
 - (c) proof of valid liability insurance and Worksafe Clearance for the qualified/licensed contractor or consultants who will design, construct and inspect the alterations,
 - (d) an indemnity to cover any damage to common property or other strata lots as a result of the alterations,
 - (e) all applicable permits, licences and approvals from the appropriate governmental authorities;
 - (f) a signed assumption of liability agreement if required by the strata council under bylaw 5(2), and
 - (g) such further and other documents or information which the strata council may reasonably require.
- (3) Unless otherwise specified by the strata corporation, if alterations to a strata lot, common property or limited common property do not begin within 90 days of receipt of written approval, the approval automatically expires.
- (4) Approved alterations to a strata lot, common property or limited common property must be completed in a timely manner and the strata council reserves the right to impose fines

on any owner who has not, after written warning by the strata council, completed the approved alterations in a timely manner.

- (5) Noise-generating renovations and repairs to a strata lot, common property and limited common property which do not need to be carried out immediately to ensure safety or to prevent significant loss or damage may be performed only on weekdays (statutory holidays excepted) between 8:00 a.m. and 5:00 p.m. and on Saturdays between 10:00 am and 5:00 pm, unless the council grants a temporary, time-specified and necessary exception to this bylaw before the renovations or repairs begin.
- (6) Noise-generating repairs/renovations that have been approved by the strata council as temporary, time-specified and necessary exceptions to the scheduled hours for repairs/renovations as set out in bylaw 5(5) must not begin until the council has given all residents at least two days' written notice of the start and end times of each such exception.

Obtain approval before altering common property

- 6 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, that the owner do one or more of the following:
 - (a) Enter into a written agreement to take responsibility for any expenses relating to the alteration, including loss or damage to common or limited property or common assets of the corporation and indemnify and hold harmless the strata corporation for any future costs or expenses incurred by the strata corporation, including costs and expenses to repair damage resulting directly or indirectly from the alterations or renovations.
 - (b) Provide drawings and specifications prepared by a qualified engineer or architect or other professional acceptable to council.
 - (c) Provide copies before proceeding of any Development and Building permits issued to the owner or the owner's contractor(s) by the City of Burnaby;
 - (d) Provide a performance bond or damage deposit in an amount determined by the strata council in accordance with the scope of the proposed alteration, such bond to be returned upon satisfactory completion of the work;
- (3) Alterations to any part of the building envelope must be endorsed by a practicing BC professional engineer building envelope specialist approved by council, before alterations begin and immediately after they have been completed, and must not invalidate or compromise any active warranty on the building envelope.
- (4) Within 14 days after receiving a request from the strata corporation, an owner who has completed alterations to any part of the building envelope must provide proof acceptable to the strata corporation that a practicing BC professional engineer building envelope specialist endorsed the alterations immediately after they were completed.

- (5) (a) To ensure compliance with plumbing codes and to minimize the likelihood of leaks into neighbouring suites, connections to the pressure piping system which require the common water supply to be turned off before they can be completed must be made by a plumber licensed in British Columbia.
 - (b) The fine for contravention of subsection (a) is \$200.00 per occurrence and will be imposed every 7 days should the contravention continue, until the contravention is remedied.
- (6) An owner or the owner's agent must schedule the arrival of tradespersons or delivery of materials with the resident manager, giving a minimum of 24 hours prior notice.
- (7) An owner must not permit any construction debris, materials, or packaging to be deposited in the strata corporation's disposal containers.
- (8) An owner must ensure that the elevator and lobby hallways are protected with proper wall pads and floor coverings when the elevator is being used to transport construction materials and/or equipment to the owner's strata lot or when used to remove construction debris, materials or packaging from the building. If the owner is unable to come up with the required protection paddings, the Strata Corporation will provide the protection paddings at a fee of \$300.00 per week, or portion of a week.
- (9) An owner shall ensure that the common areas used by the contractor and their trades are protected. Drop cloths and other protective materials are to be installed and removed daily. Common areas used by the contractor and their trades are cleaned daily to the standards of the strata council.
- (10) An owner must ensure that the renovations/alterations are only undertaken between the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 10:00 am to 5:00pm on Saturdays, but never on a statutory holiday.
- (11) An owner must provide the strata council, the property manager and the resident manager with the name, address, cell phone # and pager # of all contractors and sub-contractors working on site.
- (12) In the event of any emergency, as declared by the strata council, property manager or the resident manager, during the course of renovations/alterations, the strata council reserves the right to take all appropriate action to deal with the emergency and any costs so incurred by the strata corporation will be added to the owner's common expense account.
- (13) All plumbing or electrical work requiring a plumbing or electrical permit must be performed by a qualified and licensed plumbing or electrical contractor.
- (14) All hard floor covering, including but not limited to hard or soft wood, floating floors, parquet flooring, ceramic/granite/limestone tiles, cork flooring or stone flooring, must have adequate acoustic underlay to maintain an IIC rating of at least 72. All carpeted floor coverings shall be of sufficient thickness and use adequate underlay to maintain an IIC rating of at least 72.

- (15) The owner 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.
- (16) 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 strata corporation, its council 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 strata corporation as a result of such claim or demand will be the responsibility of the owner of the strata lot who has 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 strata fees of that owner for the month next following the date upon which the cost or expenses were incurred but not necessarily paid by the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees.
- (17) An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- (18) An owner who, subsequent to the passage of these bylaws alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the 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 alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall 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.
- (19) An owner must provide a detailed set of "As Built" drawings (indicating changes made involving walls, plumbing, electrical, mechanical and/or fire alarm systems or other building service components within the strata lot) to the strata council within 90 days of the project's completion.
- (20) An owner is responsible for the conduct of any contractor or others performing renovations or alterations with respect to honouring the strata's bylaws and rules.

Permit entry to strata lot

- 7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the Strata Lot.
 - (a) in an emergency as deemed by the Strata Council, without notice, to prevent

property damage to the common property or another strata lot or those portions of a strata lot that are the responsibility of the strata corporation under these bylaws; and

- (b) at a reasonable time, on a minimum of twenty-four (24) hours written notice:
 - (i) to inspect, maintain or repair common property or common assets, or
 - (ii) to ensure the *Strata Property Act* (British Columbia), as amended or replaced, and these bylaws are being complied with.
- (2) The notice referred to in subsection 7(1) (b) must include the date, the approximate time of entry and the reason for entry.
- (3) If the authorization cannot be obtained then the person authorized by the strata corporation to enter the strata lot may do so by using reasonable force on the locking devices, and the replacement of the locking device and any resulting damage to the door and door frame will be at the expense of the strata lot owner.

Division 2 — Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

- 8 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) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
 - (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and

maintain it is restricted to

- (i) the structure of a building,
- (ii) the exterior of a building,
- (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
- (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
- (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 — Council

Council size

- 9
- (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
 - (2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the Council.
 - (3) As permitted by section 28 of the Act, a person other than an owner, an individual representing a corporate owner and a tenant may be a member of the council provided such person falls within one of the following classes of persons:
 - (a) a spouse, including a common law spouse, of an owner; and
 - (b) a licensed and professional advisor of an owner.
 - (4) The Strata Corporation also permits these classes to be members of the council:
 - (a) a parent of the registered owner while at least one of the two is residing in the strata lot;
 - (b) an adult child of the registered owner while at least one of the two is residing in the strata lot;
 - (c) a person as appointed by the Court;
 - (d) a person holding the Power of Attorney of the registered owner; and,
 - (e) a tenant holding Assignment (of Rights or Power) as executed by the registered owner as per section 147 of the Act.

Council members' terms

- 10
- (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.

- (2) A person whose term as council member is ending is eligible for reelection.
- (3) No person may be elected to council or continue to be on council if the strata corporation is entitled to register a lien under the Act against a strata lot in which that person has an interest.

Removing council member

- 11 (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

- 12 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months or is unable to attend 3 consecutive council meetings, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20% of the strata corporation's votes 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.

Officers

- 13 (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. At least one privacy officer should be elected or appointed, whether or not from within the current Strata Council.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (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, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more

months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

- (5) A council member's appointment as an officer may be rescinded by majority vote of the strata council after which the council may elect to fill the vacant office unless the officer being removed is the president in which case the council must then elect a new president.

Calling council meetings

- 14 (1) Any council member may call a council meeting by giving **all** the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if
 - (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Repealed

15 [Repealed 2009-17-35.]

Quorum of council

- 16 (1) A quorum of the council is
 - (a) 1, if the council consists of 1 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.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

- 17 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.

- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy or the council's decision.

Voting at council meetings

- 18 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

- 19 The council must inform owners of the minutes of all council and general meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of council's powers and duties

- 20 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (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 subsection (3).
- (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.
- (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.

Spending restrictions

- 21
- (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
 - (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
 - (3) To ensure the building is operating smoothly, the Strata Council is authorized to over-spend a maximum of 10% of the approved budget before a Special General Meeting (SGM) must be called.

Limitation on liability of council member

- 22
- (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
 - (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 — Enforcement of Bylaws and Rules

Maximum fine

- 23
- (1) Unless otherwise written in the bylaws, the strata corporation may fine an owner or tenant a maximum of:
 - (a) \$200 for each contravention of a bylaw, and
 - (b) \$50 for each contravention of a rule.
 - (2) Unless otherwise written in the bylaws, the strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.
 - (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against

such separate component.

Continuing contravention

- 24 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.

Division 5 — Annual and Special General Meetings

Quorum and Person to chair meeting

- 25 (1) If within 15 minutes from the time appointed for an annual or special general meeting, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.
- (2) This bylaw 25(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.
- (3) Annual and special general meetings must be chaired by the president of the council.
- (4) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (5) 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 who are present at the meeting.

Participation by other than eligible voters

- 26 (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 27 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if

a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) An owner may not exercise the owner's vote in respect of the owner's strata lot if the strata corporation is entitled to register a lien under the Act against that owner's strata lot, except on matters requiring a unanimous vote.

Order of business

28 The order of business at annual and special general meetings is as follows:

- (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.

Division 6 — Voluntary Dispute Resolution

Voluntary dispute resolution

- 29
- (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
 - (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
 - (2) A dispute resolution committee consists of
 - (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
 - (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 — Marketing Activities by Owner Developer

Promotion

- 30
- (1) During the time that the owner developer of the strata corporation is a the owner or lessee of any strata lots, it shall have the right to maintain any strata lot or strata lots, whether owned or leased by it, as a display unit or marketing center, and to carry on marketing, sales or leasing functions it considers necessary in order to enable it to sell or lease the strata lots.
 - (2) As may be reasonably determined by the owner developer in order to enable or assist it in marketing or selling any strata lot within the development or other developments by the owner developer or a party related to or affiliated with the owner developer, it may:
 - (a) use any area of the common property to conduct the marketing, sale or lease of strata lots (including by way of hosting promotional events) for up to 48 months after the date of first occupancy of any strata lot within the development;
 - (b) use any area of the common property to carry on any marketing activities (including without limitation photography and/or video sessions) in connection with the sale or lease of strata lots in the strata plan or other strata lots and/or properties owned by the owner developer or such related entity for up to 48 months after the date of first occupancy of any strata lot in the strata plan; and
 - (c) have access to any and all parts of the common property and common facilities for the purpose of showing units, the common property and the common facilities to prospective purchasers and their representatives for as long as the owner developer considers necessary in order to market or sell any such strata lots.

- (3) Signs advertising the sale, lease or open house of a strata lot must be displayed directory board or designated area as determined by the Strata Council and may not be displayed in the windows or on the balcony of a strata lot. Notwithstanding the foregoing, marketing signs of the owner developer may be displayed on the common property and/or the limited common property or window of any strata lot owned or leased by the owner developer at the reasonable discretion of the owner developer.

Small Claims Action and Civil Resolution Tribunal

31. Notwithstanding any provision of the Act, the strata corporation may proceed under the *Small Claims Act* (British Columbia) or *Civil Resolution Tribunal Act* (British Columbia) against an owner or other persons to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a $\frac{3}{4}$ vote of the strata corporation.

Parking/Storage Area Lease

32. Each owner of a strata lot may be entitled to the exclusive use of zero, one or more of the parking stalls and may be entitled to the use of a storage area and/or dedicated bike locker located in the Parking Facility (as defined in the Parking/Storage Area Lease) pursuant to a partial assignment of the parking/storage area lease (the "Parking/Storage Area Lease") between Concord Met II (Nominee) Ltd. as landlord and Park Place Developments Corporation as tenant, as copy of which is attached hereto. Pursuant to the Parking/Storage Area Lease:
 - (1) the tenant may partially assign the Parking/Storage Area Lease and its rights under the Parking/Storage Area Lease pertaining to particular Stalls and the Storage Areas to the strata corporation and/or purchasers or owners of the strata lots;
 - (2) the tenant, its employee, agents, sub lessees, assignees (including without limitation, the tenants of the Rented Stalls (as defined in the Parking/Storage Area Lease) and other persons have the non-exclusive right to use that portion of the common property of the strata development as is reasonably required in connection with the use and/or occupation of the Stalls and Storage Areas (including without limitation the use of any corridors necessary to access the Stalls and Storage Areas); and
 - (3) Upon the registration of the strata plan for the strata development, the strata corporation will automatically assume all the covenants and obligations of Concord Met II (Nominee) Ltd. under the Parking/Storage Area Lease with respect to the Stalls and the Storage Areas which are located on the common property.

Pursuant to the Parking/Storage Area Lease and any agreements with the property manager, the property manager is responsible for and keeps current records of all assignment of parking stalls, storage areas and dedicated bike lockers, and the Strata Corporation may require owners to provide information regarding assignments of parking stalls and/or storage areas and/or dedicated bike lockers to the property manager. At any time, no owner or resident is permitted to lease to a non-resident or non-owner of the strata corporation for the use of any parking stalls and storage areas.

Planters/Landscaped Areas

33. Unless such items are provided by the owner developer, owners will not place planters, landscaping

or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the strata council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, landscaping items or equipment (including, without limitation, landscaped areas and/or planters designated as limited common property and installed as part of the original development) will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner of the strata lot entitled to the use of the limited common property on which they are placed. No strata lot owner within a landscaped area and/or planter designated as limited common property will change, alter or amend the plantings within such landscaped areas and/or planters without the written consent of the strata council.

Storage Area/Room

34. After the registration of the strata plan for the strata development, the owner-developer will be entitled to designate for its use one (1) or more storage areas of its choice within the common property and will be entitled to free access to and from such storage area(s) through the development and the use of such storage area(s) for the storage of building materials and equipment at all times. The owner-developer will be entitled to install its own lock on the door and the strata corporation will not be entitled to a key.

Bicycle Storage

35. The owners of strata lots will be entitled to use the bike racks located in the area in the parking facility designed for that purpose, in accordance with the rules and policies of the Strata Corporation. The strata council will, subject to the provisions of the *Strata Property Act* (British Columbia), as amended or replaced, be responsible for the orderly administration of the use of bike racks by the owners. Such administration may also include, without limitation, the issuance of keys or security passes and the licensing of the use of any unallocated bike racks, including charging fees to users if approved by resolution of the strata corporation.

Larger Parking Stalls and Garage Safety

36. (1) (a) An owner of a strata lot who has been assigned the use of a parking stall which is larger in size than a standard parking stall may park two vehicles or park one vehicle and store items such as motorbikes or similar vehicles or devices, provided that such arrangements are all located within the lines of the stalls and do not obstruct access to and use of the drive aisles and/or other parking stalls by other users and are in compliance with all applicable laws and bylaws. An owner of a strata lot who has been assigned the use of a parking stall or stalls enclosed in a garage may not store items and personal belongs within such garage, unless approved by the strata council in writing.
- (b) The speed limit for all motor-vehicles is 10 km/hour at all times.
- (c) At any time when the garage gate is in normal working condition, the last vehicle arriving at a garage gate is required to wait for the gate to close completely before the last vehicle may leave the scene.

An owner, tenant or occupant must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other

type of vehicle or the storage of any other item, unless otherwise approved in writing by the council.

- (2) An owner, tenant or occupant shall not:
 - (a) use any parking space in the building or on the common property or on any limited common property, except the parking space which has been specifically assigned to his strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;
 - (b) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
 - (c) rent or lease the parking space assigned by the strata corporation to his strata lot to or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;
 - (d) park any vehicle in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and
 - (e) use any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the council.
- (3) An owner, tenant or occupant must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property.

Leasing Requirements

37. An owner must:
 - (a) provide the strata corporation with a true and complete copy of every written tenancy agreement (as defined in the *Residential Tenancy Act* (British Columbia) as amended or replaced); and
 - (b) cause the tenant to execute a Form K – Notice of Tenant’s Responsibilities as provided in the *Strata Property Act* (British Columbia), as amended or replaced, prior to his or her occupation of the strata lot and provide the strata corporation with a copy thereof. For the purpose of Form K, the tenants therein named must be the ones residing in the strata lot. Strata Corporation may deny access to a person not registered as owner, tenant or any recognized resident. A Form K is required as long as no registered owner is residing in the strata lot.

A maximum fine of \$200.00 every seven (7) days will apply for non-submission of documents if the Form K is not provided within seven (7) days of the tenancy commencement.

Pets

38. (1) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
- (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to two caged birds; and
 - (d) one or more dogs and cats as follows:
 - (i) one dog and one cat; or
 - (ii) two dogs; or
 - (iii) two cats.
- (3) An owner, tenant or occupant that keeps a pet in a strata lot, either permanently or temporarily, will register that pet with the strata council by providing to the strata council a written notice, signed by the owner, tenant or occupant 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).
- (4) An owner or occupant of a strata lot will not permit his or her pet to be on the common property, including limited common property, unless the pet is leashed and under the complete control of at least one adult capable of handling the animal. The leash must be no longer than 6 feet when the animal is within the common property.
- (5) An owner of a pet will not permit the pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property, the owner will immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation:
- (a) any special cleaning is required as a result of pet urinating or defecating, the owner or occupant will pay all costs of such cleaning or
 - (b) replacement of the floor covering is necessary as a result of the pet urinating or defecating, the owner or occupant will pay all costs of such replacement.
- (6) An owner, tenant or occupant whose visitor or invitee brings an animal or pet onto the common property must ensure that the visitor or invitee complies with all requirements of these bylaws as they relate to animals and must perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws as if the animal or pet were on kept by the owner or occupant in his or her strata lot.
- (7) The strata corporation may:

- (a) make, amend, rescind and enforce rules and regulations it considers necessary or desirable from time to time in relation to the terms and conditions under which any animal or type of animal may be permitted on the common property and the types of pet permitted to be on common property and, for this purpose, make different rules and regulations and different terms and conditions for different types of animals; and
- (b) require removal by an owner, tenant or occupant of any strata lot of any pet or other animal kept by the owner, tenant or occupant in a strata lot of such pet or animal, in the opinion of the council, constitutes a nuisance to any owner, tenant or occupant of a strata lot, or causes danger or damage to any owner, tenant or occupant of the strata lot or to any property of the strata corporation or an owner, tenant or occupant of a strata lot.

Moving & Tenancy

39. (1) The strata corporation may regulate the times and manner in which any moves into or out of the strata lots may be made and require that such moves be coordinated with the property management company for the development at least 3 days in advance of such moves, or such lesser period as the council may, in its sole discretion, permit, provided that if an owner carries out, or permits any tenant, occupant, visitor, employee, agent or invitee to carry out any move into or out of his or her strata lot otherwise than in accordance with such prior arrangements made with the property manager of the development, the owner of such strata lot will be subject to a fine of \$200, such fine to be paid on or before the due date of the next monthly assessment payable by such owner.
- (2) An owner of a strata lot must notify the strata corporation 3 days in advance of the date and time that the owner, tenant or occupant of his or her strata lot will be moving into or out of such strata lot.
- (3) An owner, tenant or occupant of a strata lot may submit a request to the strata corporation in order to reserve a date and time period during which the owner, tenant or occupant will be entitled to the sole use of the loading bay. The loading bay may be used to facilitate moves into or out of the strata lots as well as any other general loading/unloading tasks. Notwithstanding the foregoing, the loading bay may not be used or reserved during garbage or recycling pickup times.
- (4) Provided the loading bay is not being used under a reservation made pursuant to bylaw 39(3) and outside of any garbage or recycling pickup times, the loading bay will be generally available to all owners, tenants, occupants, employees, agents, invitees and suppliers of the strata lots within the strata corporation on a first come, first serve basis.
- (5) In lieu of move-in or move-out fee, a Change of Tenancy Administration Fee at \$200 is applicable to any change of tenancy in a strata lot. An owner must pay this fee prior to a new resident moving into the owner's strata lot. New-born babies are exempted. Residents moving out are exempted. Other exemptions may be considered at the sole discretion of the Strata Council. For the purpose of this bylaw, any visitor staying over 60 nights are deemed to be a resident, must be registered for proper access and is subject to the Change of Tenancy Administration Fee.
- (6) Owners will be responsible for any tenant or occupant in their strata lot moving in or out

of the building and will be responsible for any damage to the common property. To this end, a refundable cash damage deposit of \$200 must be paid to the Concierge before permission to move in or out will be given. The concierge will then do the pre-inspection with the owner/tenant/occupant, and lock out an elevator. Following completion of the move and an inspection of the common areas confirming no damage was incurred, the damage deposit will be returned. Any damage caused to the building during the move in/out will be assessed by the concierge, building supervisor or property manager and the cost of repairing this damage deduced from the aforementioned damage deposit. Any extra costs exceeding the damage deposit will be charged back to the owner.

- (7) All furniture and other deliveries of items occupying more than 50% of the floor space in the elevator must be booked in advance. No additional move fee is required when the Change of Tenancy Administration Fee has been paid.
- (8) The permitted hours for move-in or move-out are during 09:00 – 18:00 hrs, 7 days a week, with 3-hour time frame per move at 09:00, 12:00 or 15:00 hrs of the day. The Strata Council may review the move times from time to time.
- (9) Unscheduled moves will be assessed an automatic maximum fine.

Amenities

40. (1) The strata council shall set up booking procedures and rules and regulations for the use of any recreational and social facilities in the development and may establish fees for the use thereof.

Electronic Attendance at Meetings

41. (1) A person who is eligible to vote may attend an annual or special general meeting by electronic means (without incurring any additional cost to the strata corporation) so long as the person and the other participants can communicate with each other.
- (2) In 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.

Miscellaneous

42. (1) Owners are responsible for the conduct of their visitors, including ensuring that noise is kept at a level, in the sole determination of a majority of council, that will not disturb the rights of quiet enjoyment of others.
 - a. All owners, tenants, and occupants have a right to quiet and peace in their residence at all times, Undue and excessive noise by any owner, tenant, occupant, visitor, employee, pet, or other invitee of a strata lot including but not limited to that from appliances, machinery, sound/music systems, televisions, instruments, wind chimes, computer, games and voices, is not permitted.
 - b. The owner of a strata lot shall be specifically responsible for the activities of co-owners, tenants, occupants, visitors, employees, pets, or other invitee of his/her strata lot and common property, and limited common property. A quiet period shall be in force in the entire complex from 10:00 p.m until 7:00 a.m. every day, at which time owners and everyone else on the premises are expected to take special care and attention to not make noise.

- (2) An owner or visitor must not use inline skates, skateboards, bicycles and/or hockey equipment anywhere in the building, including a strata lot.
- (3) An owner may post notices on the designated bulletin board provided such notices are dated. Such notices may be removed by the council if deemed inappropriate or posted for in excess of one week.
- (4) An owner must ensure that all entrance doors to strata lots are kept closed and kitchen exhaust fans are used when cooking.
- (5)
 - (a) An owner is deemed to be responsible for any loss or damage to the common property, any limited common property, any common assets or any strata lot and any related cost incurred by the strata corporation, when the cause of such loss or damage originated within the owner's strata lot. Subject to the rights of an owner with respect to the property insurance that the strata corporation has a duty to obtain and maintain pursuant to the *Strata Property Act*, the owner deemed responsible for the loss or damage pursuant to the previous sentence is strictly liable to indemnify the strata corporation and save it harmless from the loss or damage and any related cost including, but not limited to, the full cost to repair the damage, the full amount of the strata corporation's insurance deductible that the strata corporation is entitled to recover from the responsible owner as stated in section 158(2) of the *Strata Property Act*, any portion of insurance coverage declined by the strata corporation's insurer, any amount by which the loss or damage exceeds the strata corporation's insurance coverage, any legal expenses incurred by the strata corporation in any related matter on a solicitor and own client basis, and any resulting increase in the strata corporation's insurance premiums.
 - (b) An owner is also deemed to be responsible for any loss or damage to the common property, any limited common property, any common assets or any strata lot and any related cost incurred by the strata corporation, when the cause of such loss or damage is the result of an act or omission of the owner, and/or the owner's tenant(s), visitor(s) or pet(s) and/or the occupant(s) of the owner's strata lot. Subject to the rights of an owner with respect to the property insurance that the strata corporation has a duty to obtain and maintain pursuant to the *Strata Property Act*, the owner deemed responsible for the loss or damage pursuant to the previous sentence is strictly liable to indemnify the strata corporation and save it harmless from the loss or damage and any related cost including, but not limited to, the full cost to repair the damage, the full amount of the strata corporation's insurance deductible that the strata corporation is entitled to recover from the responsible owner as stated in section 158(2) of the *Strata Property Act*, any portion of insurance coverage declined by the strata corporation's insurer, any amount by which the loss or damage exceeds the strata corporation's insurance coverage, any legal expenses incurred by the strata corporation in any related matter on a solicitor and own client basis, and any resulting increase in the strata corporation's insurance premiums.
 - (c) If there is an emergency, the strata corporation may provide emergency services and charge the cost back to the owner of the strata lot, if the owner would be responsible for the cost as per the owner's duty to repair and maintain his or her strata lot, or otherwise responsible for the costs pursuant to legal principles.

- (d) If the strata corporation conducts investigative work as part of its duty to repair and maintain the common property, whether or not the work is conducted in an emergency, and the cause of the problem investigated is the responsibility of a strata lot owner, the strata lot owner must reimburse the strata corporation for the cost of the work.
 - (e) The strata corporation may conduct annual fire testing, including fire testing in the strata lots. If an owner fails to arrange for access to his or her strata lot for annual fire testing after the strata corporation provides proper notice for same, the owner may be fined for the cost of the repeat visit, up to the maximum amount of fine allowed.
 - (f) The strata corporation may conduct annual dryer vent cleaning of dryer vents in the strata lots. If an owner fails to arrange for access to his or her strata lot for inspection/maintenance of dryer vents after the strata corporation provides proper notice for same, the owner may be fined for the cost of the repeat visit, up to the maximum amount of fine allowed.
 - (g) The strata corporation may conduct annual fan coil cleaning of the heat pumps in the strata lots. If an owner fails to arrange for access to his or her strata lot for inspection/maintenance of the heat pump after the strata corporation provides proper notice for same, the owner may be fined for the cost of the repeat visit, up to the maximum amount of fine allowed.
 - (h) The strata corporation may conduct parkade power washing in the common property parkade. If an owner fails to move their vehicle from their assigned parking stall to be cleaned after the strata corporation provides proper notice for same, the owner may be fined for the cost of the repeat visit, up to the maximum amount of fine allowed.
 - (i) The strata corporation may require access through a strata lot to conduct green roof maintenance. If an owner fails to arrange for access to his or her strata lot to gain access to the common property green roof after the strata corporation provides proper notice for same, the owner may be fined for the cost of the repeat visit, up to the maximum amount of fine allowed.
 - (j) For the purposes of this bylaw any amount which an owner is responsible to pay the strata corporation shall be assessed against the owner's strata lot and included in the statement of account for that strata lot.
- (6) All strata lot owners are required to obtain homeowners insurance of all contents and betterments made to their strata lots.
 - (7) For the sole purposes of effective communication and convenience to the occupants, the owners allow the strata corporation to use foreign languages, writings or similar in notices, memorandums, and/or meeting minutes as deemed required at the sole discretion of the strata council.
 - (8) Outdoor holiday lights are permitted only from December 1st to January 15th inclusive.

Other festive decorations on the limited common property are subject to the approval of the Strata Council.

- (9) For the sole purposes of effective communication and convenience to the occupants, the owners allow the strata corporation to use foreign languages, writings or similar in notices, memorandums, and/or meeting minutes as deemed required at the sole discretion of the strata council.
- (10) No Harassment
- a. Every Owner, Tenant or Occupant of a strata lot and every employee, contractor or agent of the Strata Corporation is entitled to use and enjoy the strata lots and common property (including limited common property) free from harassment or abuse of any kind, (whether in person, over the telephone or in writing) which includes but is not limited to:
 - i. Verbal abuse or threats of any kind,
 - ii. Physical abuse which includes but is not limited to unwelcome touching or threats of unwelcome touching, or
 - iii. Unwelcome remarks, jokes, slurs, or taunting about a person's race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender or age.
 - b. Upon being notified by another Owner, Tenant or Occupant verbally or in writing (a "Notifying Person"), no Owner, Tenant or Occupant may deliver any emails, notices, or any written communications of any kind to the strata lot of any Notifying Person, except for communication that is from the strata corporation or that is authorized to be delivered to a Notifying Person under the Act, the Strata Property Regulation or these bylaws.
- (11) Garbage
- a. All garbage cans and receptacles will comply with municipal bylaws.
 - b. ordinary household refuse and garbage will be removed from each Strata Lot by the owner/resident and deposited in the garbage receptacles provided for that purpose. Any materials other than ordinary household refuse and garbage such as discarded furniture, etc. is the sole responsibility of the owner/resident and will be removed from the strata plan at the expense of or by the owner/resident
 - c. Empty cardboard boxes must be collapsed before being placed in the cardboard recycling containers.
 - d. Litter and garbage which is spilled or dropped from a Strata lot will be the responsibility of the owner/resident and must be tied up by the owner/resident as soon as possible, or any cleaning expense will be charged back to the owner/resident
 - e. at no time will rubbish, garbage, boxes, packing cases, batteries, fenders or the like be left in the parkade, doorways, or any other part of the Common Property
 - f. No garbage is to be thrown, left, and/or deposited in the stairwells, fire exits, car wash stalls, or any other part of the Common property.
 - g. Any resident found taking containers/cans/bottles from the Strata's recycle bins for refundable bottles will be subject to a fine as per the bylaws.
- (12) Barbecue
- a. Only propane, natural gas, or electric barbecues or heaters are permitted.
 - b. All propane tank valves are to be in the "off" position when not in use, and/or being carried through the common property. Natural gas units shall be disconnected from

- the outlet when not in use.
- c. Barbecuing is permitted on the balconies and patios of each applicable strata lot, provided it is conducted in safe manner and does not create a nuisance to other residents.
 - d. Barbecues must be kept clean to reduce odors disturbing other residents. Failure to comply resulting in complaints may result in suspension of barbecuing rights.
 - e. No resident shall be permitted to make use of his/her barbecue within the proximity of an air intake vent, due to the problems associated with the distribution of the resulting smoke and cooking aromas throughout the building. All barbecues must be located in areas where the smoke and cooking aromas cannot enter into the building ventilation system.
- (13) **Balconies and Patios**
- a. All owners/residents are responsible for cleaning, good appearance of their balconies, if applicable, at all times. Owners/residents are responsible for keeping the drains clean and are responsible for contacting the Strata Council if problems exist.
 - b. No awning or shades shall be erected over and outside of those windows/balcony doors visible from the common property nor shall any screen be permanently attached to the building without the prior written consent of the Council. Any owner wishing to do so should submit designs or plans to the Council outlining the materials to be used, Council will respond following the following Council meeting.
 - c. Balconies and patios shall not be used for unsightly storage (i.e. bicycles).
 - d. No propane heaters to be used on balconies without prior written approval from Council.
 - e. Tiling of balconies and patios is prohibited.
 - f. Glass broken or cracked due to barbecues will be the responsibility of owners for repair / replacement.

NOTES:

Bylaws have been registered at Land Titles Office on an ongoing basis. These have included new bylaws and amendments to bylaws previously registered. The Bylaws listed herein are those currently in place for Strata Corporation EPS4147. Owners will be advised accordingly of any changes in the future. The following is a listing of registration numbers and dates of registration for owners reference.

As passed at AGM / October 30, 2018 Registration No. CA7190723 – Registered at the Land Title Office on November 15, 2018.

As passed at AGM / October 30, 2019 Registration No. CA7892151 – Registered at the Land Title Office on November 27, 2019.