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# KATSURA AND SEQUOIA AT HAMPTONS PARK

## STRATA PLAN BCS 1060

### BYLAWS - MAY 1, 2025

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## **PREAMBLE**

These bylaws bind the strata corporation and the Owners, tenants and occupants to the same extent as if the bylaws have been signed by the strata corporation and each Owner, tenant and occupant and contained covenants on the part of the strata corporation with each Owner, tenant and occupant and on the part of each Owner, tenant and occupant with every other Owner, tenant and occupant and with the strata corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the Strata Property Act, S.B.C 1998 (the "Act"). For the purposes of these bylaws, "residents" means collectively, Owners, tenants and occupants and "a resident" means collectively, an Owner, a tenant and an occupant. The Schedule of Standard Bylaws to the Act does not apply to the strata corporation.

## **DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS**

### **1. Compliance with Bylaws and Rules, and Insurance.**

- 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 on or before the first day of the month to which the strata fees relate.
- 2.2 An Owner must provide the strata corporation, as required by the property management company, with either a fully completed pre-authorized debit (PAD) form or twelve (12) consecutive monthly post-dated cheques covering the entire fiscal year, or the remaining months thereof.
- 2.3 The strata corporation including members of strata council will not accept strata fees via the "council mailbox".
- 2.4 Where an Owner fails to pay strata fees in accordance with bylaws, outstanding strata fees will be subject to:
  - (a) an interest charge of 10% per annum, compounded annually.
- 2.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy. Where an owner fails to pay a special levy on the due date, the outstanding special levy contributions will be subject to:
  - (a) an interest charge of 10% per annum, compounded annually.
- 2.6 The strata corporation may proceed under the Small Claims Act or the Civil Resolution Tribunal Act without further authorization by the owners, to recover from an owner, by action in debt in the Civil Resolution Tribunal or 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 that is the responsibility of an owner under these bylaws.

## **INSURANCE & INDEMNITY**

### **3. Insurance & Indemnity**

- 3.1 The Strata Corporation shall maintain insurance for buildings, common facilities and any insurable improvements owned by the Strata Corporation only to the extent required by the Strata Property Act.
- 3.2 Owners shall obtain and maintain insurance for loss or damage to their strata lots against fire and other perils in excess of the insurance obtained by the Strata Corporation.
- 3.3 Owners shall obtain and maintain insurance for damage to any improvements within their strata lots.
- 3.4 Owners and tenants are required to maintain homeowner/tenant insurance for their strata lot.
- 3.5 An owner, tenant, occupant or visitor must not allow damage other than reasonable wear and tear to the common property, limited common property, common assets, or those parts of any strata lot which the Strata Corporation must repair and maintain under the Bylaws or insure under section 149 of the Act.
- 3.6 If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, common facilities or common assets, the owner shall 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, common facilities or common assets to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy or, if a claim against the strata corporation's insurance policy is not made, for all expenses incurred by the strata corporation up to the amount of the strata corporation's insurance deductible. Without limiting the meaning of the word "responsible", an owner is deemed to be responsible for loss or damage caused by the owner or by any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot, family members or invitees for which they, or their strata lot is responsible.
- 3.7 For the purposes of these bylaws, any insurance deductible paid or payable by the Strata Corporation will be considered an expense not covered by the strata insurance proceeds received by the strata corporation and will be charged to the responsible owner.
- 3.8 For the purposes of these bylaws, any uninsured repair costs incurred by the Strata Corporation to mitigate against further damage, whether within a strata lot or to common property, limited common property or to common assets, or incurred to remedy or repair damage that is not insured and that is the responsibility of the owner, will be charged to the responsible owner.
- 3.9 Where an owner or occupant has upgraded an original fixture and the upgraded fixture suffers damage, the cost to repair or replace the upgraded fixture must be paid by the owner or occupant responsible for the damage and not by the strata corporation.
- 3.10 For the purposes of these bylaws an owner shall be deemed to be responsible for:
  - (a) Legal costs incurred in relation to defending any claim against the strata corporation and/or prosecuting any claim made against the owner, including enforcement of these bylaws and pursuing legal action to collect an insurance deductible or uninsured costs for which the owner is responsible;
  - (b) Administrative and investigation costs;
  - (c) Professional/consulting services; and
  - (d) Emergency restoration and remediation costs associated with taking steps or doing work, on an emergency or urgent basis, to mitigate damages to a strata lot, limited common property or common property or common assets, that are not otherwise paid as part of an insurance claim

- 3.11 In addition to the obligations and liabilities imposed by the bylaws herein, an owner is strictly liable to the Strata Corporation and to other owners and occupants for any damage to common property, limited common property, common assets or to any strata lot and/or injury or death where the cause of such loss or damage originated within the owner's strata lot or limited common property designated for the exclusive use of such owner's strata lot, including but not limited to, anything arising from any of the following:
- (a)
    - (i) dishwasher;
    - (ii) refrigerator with or without ice/water dispensing capabilities;
    - (iii) garburator;
    - (iv) hot water tank;
    - (v) washing machine;
    - (vi) radiant heating system, including boiler;
    - (vii) toilets, sinks, bathtubs and showers;
    - (viii) plumbing pipes, fixtures and hoses that are not common property;
    - (ix) fireplaces;
    - (x) anything introduced into the strata lot by the owner.
  - (b) any alterations or additions to the strata lot, the limited common property or the common property made by the owner, the owner's tenants, or by prior owner(s) of the strata lot;
  - (c) the freezing and bursting of pipes in the owner's strata lot or located on limited common property adjacent to the strata lot that arises from a failure to adjust the heating of the strata lot appropriately for the weather;
  - (d) any areas of limited common property that an owner is required to maintain and repair including but not limited to damage arising from a blocked drain on the deck, balcony or patio designated as limited common property for the owner's strata lot;
  - (e) any pets residing in or visiting at the owner's strata lot; and
  - (f) any children, visitors, guests or family members residing in or visiting at the owner's strata lot.
- 3.12 An owner is strictly liable to the Strata Corporation for any damage caused by the owner or the owner's tenants, occupants, visitors, agents, contractors or employees of the strata lot or of the owner, including the cost of repair or replacement if required, to fences, gates, doors, windows, carpeting, elevators, sprinkler systems, common property hallways, storage lockers, parking stalls or to any common property, limited common property, common assets not specifically referenced herein
- 3.13 An owner is strictly liable to the Strata Corporation for trade or service call outs, including return trade or service call outs, for investigations, repairs, maintenance, services or costs that are the responsibility of the owner related but not limited to:
- (a) unauthorized affixing of planters, canopies or awnings to common property;
  - (b) the cost of re-keying due to lost keys;
  - (c) the costs of emergency access/entry into the owner's strata lot, including forced entry by first responders and for common property repairs required due to such emergency access/entry or forced entry;

- (d) the costs charged to the strata corporation for return visits charged by tradespersons for strata lot access when previous access was not granted or provided including but not limited to access for fire inspection, dryer vent cleaning and horizontal drain cleaning;
- (e) the costs to clean up garbage or recycling not properly disposed of in the garbage/recycling room;
- (f) damages to landscaping;
- (g) the costs to clean up pet waste;
- (h) damage caused to common property by vehicles, bicycles, scooters, wheel chairs, and skateboards; and
- (i) for any other repairs or maintenance costs incurred which the strata council, in its reasonable discretion, determines were caused by an owner or the owner's tenants, occupants, visitors, agents, contractors or employees and for which an owner is responsible.

3.14 Nothing in the Bylaws shall restrict or limit in any way the rights of the Strata Corporation under sections 133 or 158 of the Act.

3.15 For the purpose of this Bylaw any amount which and 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 the strata lot.

#### **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,
- (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.

4.2 A Resident or Visitor must not cause damage, other than reasonable wear and tear to the strata 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.

4.3 An Owner is responsible for any damage caused by occupants, tenants or visitors to the Owner's strata lot or common property.

4.4 An Owner is responsible for any damage caused to common property.

#### **5. Pets and Animals**

5.1 A resident or Visitor must not keep pets on a Strata Lot or Common Property or on land that is a common asset except in accordance with the following rules:

- (a) 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.
- (b) A Resident must not keep a pet on a Strata Lot other than one or more of the following:

- (i) A reasonable number of fish or other small aquarium animals;
- (ii) A reasonable number of small caged mammals;
- (iii) Up to one (1) birdcage with reasonable number of birds
- (iv) Any combination of cats and dogs to a maximum of two (2) pets.

5.2 A Resident must not harbor in a Strata Lot:

- (a) A dog with a known propensity, tendency or disposition to attack without provocation other domestic animals or humans,
- (b) Any dog which has bitten another domestic animal or human without provocation or
- (c) A Pit Bull Terrier, Rottweiler, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier or any dog of mixed breeding which includes any of the aforementioned breeds.

5.3 A Resident must not harbor exotic pets including snakes, reptiles, spiders or large members of the cat family.

5.4 A Resident must apply to the Strata Council for written permission to keep a pet (a "Permitted Pet") by registering the pet with the management within 30 days of the pet residing on a Strata Lot (or the passage of the Strata Rule) and by providing, in writing, the name of the Permitted Pet, breed, color and markings, together with the name, Strata Lot number and telephone number of the pet Owner.

5.5 A Resident or Visitor must not permit a loose or unleashed Permitted Pet on common property, on land that is a common asset or in the building. Leashes cannot exceed four (4) feet in length at any time within or on the common property or on land that is a common asset. A Permitted Pet found loose on Common Property or land that is a common asset shall be delivered to the municipal pound at the expense of the Strata Lot Owner and/or Resident.

5.6 A Resident must not keep a Permitted Pet that is a nuisance on the Strata Lot, on Common Property or on land that is a common asset. If a Resident has a pet which is not a Permitted Pet or if, in the opinion of Council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the user and enjoyment by Residents or Visitors of a Strata Lot, Common Property or common assets, the Council may order such pet to be removed permanently from the Strata Lot, the Common Property or common asset or all of them.

5.7 A pet Owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on Common Property or on land that is a common asset must be immediately disposed of by the pet Owner.

5.8 A pet Owner must keep a Permitted Pet only in a Strata Lot, except for ingress and egress. No pets are permitted on the 5<sup>th</sup> Floor Amenity area including all walkways and grass and garden areas.

5.9 A Strata Lot Owner and/or Resident must assume all liability for all actions by a Permitted Pet, regardless of whether the Resident and/or Owner had knowledge, notice or forewarning of the likelihood of such action.

5.10 A Resident or Visitor must not feed birds, rodents or other wild animals from any Strata Lot, Limited Common Property, Common Property or land that is a common asset. No bird feeders of any kind, except hummingbird feeders, are permitted to be kept on Balconies Strata lots, Common Property or land that is common asset.

5.11 Notwithstanding bylaw 5.6, a Resident whose pet contravenes bylaw 5.6 and is not removed permanently when ordered to do so by the Council, will be subject to an immediate injunction application and the Owner

of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.

## **6. Children and Supervision**

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

## **7. Inform Strata Corporation**

- 7.1 An Owner must notify the strata corporation within two (2) weeks of becoming an Owner; the Owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any.
- 7.2 An Owner must immediately notify the strata corporation of any changes in contact information.
- 7.3 Upon request, a tenant must provide the strata corporation with the tenant's full name and the strata lot number the tenant occupies.
- 7.4 An Owner is required to submit a completed Form K - Notice of Tenant's Responsibilities within two (2) weeks of occupancy or occupancy change. Failure to provide an accurate Form K within the notice period is subject to:
  - (a) a fine of \$200 every 7 days until received

## **8. Obtain Approval before Altering a Strata Lot**

- 8.1 An Owner must obtain the written approval of the strata corporation before making or authorizing 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) Patios, 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; and
  - (h) Wiring, plumbing, piping, heating, air conditioning and other services.
- 8.2 The strata corporation must not unreasonably withhold its approval under bylaw 8.1, but may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the strata corporation for any future costs in connection with the alteration.

- 8.3 An Owner intending to apply to the strata corporation for permission to alter a strata lot must:
- (a) Submit, in writing, detailed plans and description of the intended alteration;
  - (b) Obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the strata council; and
  - (c) Obtain the consent of the Owners by written approval of the strata council under bylaw 8.1.
- 8.4 Once an Owner receives the written approval of the Strata council all applicable permits, licenses and approvals from the government authorities must be obtained before proceeding and provide copies to the Strata council.

## **9. Obtain Approval before Altering Common Property**

- 9.1 An Owner must obtain the written approval of the strata corporation before making or authorizing an alteration of common property, including limited common property or common assets.
- 9.2 An Owner, as part of its application to the strata corporation for permission to alter common property, limited common property or common assets, must:
- (a) Submit, in writing, detailed plans and description of the intended alteration;
  - (b) Obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the strata council; and
  - (c) Obtain the consent of the Owners by written approval of the strata council under bylaw 9.1.
- 9.3 The strata corporation may require, as a condition of its approval, that the Owner agree, 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 strata 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.
  - (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 shall have been Owner, indemnify and hold harmless the strata 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 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 are 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.

- 9.4 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.
- 9.5 An Owner who, subsequent to the passage of bylaws 9.1 to 9.4 (inclusive), 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.

## **10. Renovations/Alterations**

- 10.1 An Owner and/or resident must give the Strata Corporation three (3) business days prior notice of the scheduled arrival of tradespersons or delivery of materials. Gas and electrical repairs to an Owner's Strata Lot must be completed by certified tradespersons.
- 10.2 A resident must not permit any construction debris, materials or packaging to be deposited in the Strata Corporation's disposal containers. It is to be removed at the Resident's expense.
- 10.3 An Owner and/or resident must ensure that the delivery of any construction materials is through the parking lot and, if in an elevator, the Owner and/or resident must ensure the elevator is protected with proper wall pads and floor coverings.
- 10.4 An Owner must ensure that the hours of work are restricted to 9:00 AM to 5:00 PM, Monday through Friday, and 10:00 AM to 5:00 PM, Saturdays and Sundays. No renovations/alterations on statutory holidays unless explicit written approval is obtained from Council.
- 10.5 An Owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained.
- 10.6 Hard Surface Flooring (Laminates or Wood Flooring)
- (a) Prior to installing hard surface flooring, the Owner must obtain written permission from the Strata Council.
  - (b) Strata Council has established the following guidelines for the installation of hard surface flooring in order to reduce the noise impact on neighboring suites.
    - (i) Installation:
      - 1. Owners must install a floor underlay with an Impact Insulation Class or IIC rating of 75 or better.
      - 2. Underlay is to be installed between the finished floor and the concrete base.
    - (ii) Noise Reduction:
      - 1. To reduce the noise impact of hard surface flooring, residents are requested to implement the following:
        - (a) Fit soft pads under the legs of furniture
        - (b) Wear soft-soled footwear in the suite
        - (c) Place rugs or carpets in high traffic areas.

2. As sound is not absorbed well by hard surface flooring, placing soft pads on the inside of cabinet doors will help reduce the noise of closing.
3. Owners are required to assist in responding to noise complaints arising from the installation of hard surface flooring.

#### 10.7 Mini Split Air Conditioning

- (a) Owners may install mini-split air conditioning units upon obtaining prior written approval of the Strata Corporation and fulfilling any conditions to the approval set out by the strata council, including the agreement of the owner, in writing, to take responsibility for any expenses relating to the installation of the air conditioner unit, and 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 damages suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the installation of the air conditioner unit.
- (b) As a further condition of approval, the owner shall execute an indemnity agreement acceptable to council which specified among other terms, that the owner, and any subsequent owner, who receives the benefit of the installation must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and save harmless the strata corporation and applicable section, its council or executive expenses, costs, damages, charges, actions, and other proceedings made or brought against, suffered by, or imposed upon the strata corporation or the section or their respective property with respect to any loss, damage, injury, directly or indirectly, arising out of, resulting from, or sustained by the strata corporation or the section by reason of the installation.
- (c) Applications for approval of a mini split air conditioning unit must contain:
  - (i) Detailed plans for the placement of the air conditioning unit, including plans for the placement of cooling pipes
  - (ii) Details of the air conditioning unit that the owner plans to install, including but not limited to any manufacturer's specification sheets and information related to the sound produced by the unit
  - (iii) The intended installer's name, contact information, written confirmation of the installer's current liability insurance and current WorkSafeBC coverage
  - (iv) A City of Richmond permit for the installation of the air conditioning unit, should one be required, including but not limited to an electrical permit
  - (v) If the air conditioning unit installation will pierce the building exterior, a building envelope professional, approved by the strata council, must confirm that the installation will not compromise the integrity of the exterior of the building, and must provide that opinion in written report to the strata council. The strata council may require that the building envelope professional return post-installation to confirm the installation did not compromise the integrity of the exterior of the building. All costs associated are to be borne by the requesting owner
- (d) Any air conditioning unit must not produce noise at a decibel level greater than 58db
- (e) Owners must repair and maintain any air conditioning unit installed and benefitting their strata lot on a yearly basis and provide such maintenance record(s) to strata council upon request
- (f) The air conditioning unit must be capable of being removed, and the owner must remove it as and when removal is required, at the owner's cost, in order to carry out any repair or maintenance work on the exterior of the building where the air conditioning unit is installed. Owners who fail to remove the air conditioning unit when removal is required will be fined \$200.00 every 7 days until

the air conditioning unit is removed as required. The strata council may, at its option, take steps to remove the air conditioning unit and store it until the repair or maintenance work on the exterior of the building is completed and charge the removal and storage costs back to the owner, which shall be added to and become part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment

- (g) Air conditioning units are subject to removal at the direction of the strata council where the installation requirements set out in this bylaw have not been complied with. Owners will pay all costs associated with the removal of the air conditioning unit and the repair of the balcony, window or any exterior surface to the condition in which they would be have the air conditioning unit not been installed. Such costs shall be charged back to the owner and shall be added to and become part of the assessment of that owner for the month next following date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment

## **11. Permit Entry to Strata Lot**

- 11.1 A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property.
  - (a) In an emergency, without notice, to ensure safety or prevent significant loss or damage;
  - (b) At a reasonable time, on 48 hours' notice, 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;
  - (c) At a reasonable time, on 48 hours' notice, to conduct the annual fire inspection as required by bylaw 12.
- 11.2 The notice referred to in bylaw 11.1 (b) must include the date and approximate time of entry, and the reason for entry.
- 11.3 If forced entry to a strata lot is required immediately due to required emergency access, the Owner shall be responsible for all costs of forced entry incurred by the strata corporation.

### **ANNUAL FIRE INSPECTION**

## **12. Annual Fire Inspection – In Suite Access**

- 12.1 A resident, tenant, owner or occupant of a strata lot must grant access to their strata lot for the purpose of performing regularly scheduled maintenance to the in-suite fire safety systems.
- 12.2 A resident, tenant, owner or occupant fails to grant access to their strata lot on the third attempt scheduled date of service the strata lot owner will be notified and a locksmith will be called to provide access to the strata lot to complete the mandatory testing at the owner's expense.

### **ENFORCEMENT OF BYLAWS AND RULES**

## **13. Fines**

- 13.1 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 unless specifically noted;
  - (b) \$50 for each contravention of a rule;

- (c) \$1,000.00 for each contravention of the bylaw, in the case of a bylaw that prohibits or limits use of all or part of a residential strata lot for remuneration as vacation, travel or temporary accommodation.

- 13.2 The strata 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 shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.

#### **14. Continuing Contravention**

- 14.1 Except where specifically stated to be otherwise in these bylaws, 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. In the case of a bylaw that prohibits, or limits use of all or part of a residential strata lot for remuneration as vacation, travel or temporary accommodation, a fine of \$1,000.00 may be imposed daily.

### **AUTHORITIES AND DUTIES OF STRATA CORPORATION**

#### **15. Repair and Maintenance of Property by Strata Corporation**

- 15.1 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) 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:
    - 1. The structure of a building;
    - 2. The exterior of a building;
    - 3. Patios, chimneys, stairs, balconies and other things attached to the exterior of a building;
    - 4. Doors, windows and skylights on the exterior of a building or that front on common property;
    - 5. Fences, railings and similar structures that enclose patios, balconies and yards;
- (d) 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,
  - (iii) patios, chimneys, stairs, balconies and other things attached to the exterior of a building, 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 patios, balconies and yards.

## **16. Council Size**

- 16.1 The council must have a minimum of three (3) and maximum of seven (7) members.

## **17. Council Eligibility**

- 17.1 An owner of a strata lot may stand for council.
- 17.2 No person may stand for council or, in the discretion of remaining members of council, 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.
- 17.3 No person may stand for council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the Owner is responsible under section 131 of the Act

## **18. Council Members' Terms**

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

## **19. Removing Council Member**

- 19.1 Unless all the Owners are on the council, the strata corporation may, by a resolution passed by three-quarter (3/4) vote at an annual or special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed.
- 19.2 After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 19.3 If the strata corporation removes all of the council members, the strata corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the strata corporation for the remainder of the term.
- 19.4 The council may appoint the remaining council members necessary to achieve a quorum for the strata corporation, even if the absence of the members being replaced leaves the council without a quorum.
- 19.5 A replacement council member appointed pursuant to bylaws 19.2 and 19.4 may be appointed from any person eligible to sit on the council.

## **20. Replacing Council Member**

- 20.1 If a council member resigns or is unwilling or unable to act, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 20.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 20.3 The council may appoint a council member under bylaw 20.2 even if the absence of the member being replaced leaves the council without a quorum.
- 20.4 If all the members of the council resign or are unwilling or unable to act, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

## **21. Officers**

- 21.1 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.
- 21.2 A person may hold more than one office at a time, other than the offices of President and Vice President.
- 21.3 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.
- 21.4 The strata council may vote to remove an officer.
- 21.5 If an officer other than the president is removed, resigns, is unwilling or unable to act, the council members may elect a replacement from among themselves for the remainder of the term.

## **22. Calling Council Meetings**

- 22.1 Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 22.2 The notice in bylaw 22.1 does not have to be in writing.
- 22.3 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.

## **23. Quorum of Council**

- 23.1 A quorum of the council is:
  - (a) 2, if the council consists of 3, or 4 members,
  - (b) 3, if the council consists of 5 or 6 members, and
  - (c) 4, if the council consists of 7 members.
- 23.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

## **24. Council Meetings**

- 24.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.
- 24.2 (1) At the option of the council, council meetings may be held by electronic means, provided that:

- (a) except in cases where section 32 of the Act applies, all council members are included in the electronic communication discussing the decision;
- (b) except in emergency situations where immediate action is necessary to ensure safety or prevent significant loss or damage, or in cases where all responses are received in a shorter period, council members must have not less than 48 hours to respond to a request for a decision; and
- (c) any decision is approved by a majority of council members.

(2) If the strata council makes a decision in accordance with bylaw 18(1),

- (a) any decision made by electronic means must be recorded in the minutes of the next council meeting; and
- (b) the strata corporation must keep a record of the electronic communication exchanged between council members with respect to the decision, and such electronic records will be considered a record of the strata corporation for the purposes of sections 35 and 36 of the Act.

(3) Despite subsection (2), if the council makes a decision by electronic means in accordance with subsection (1), the council is entitled to immediately act upon the decision made and does not wait for the decision to be recorded in the minutes for the next council meeting.

24.3 All Council meetings are to be chaired by the President. If the President of the Council is unwilling or unable to act, the meeting must be chaired by the Vice – President. If neither the President nor the Vice – President of the council chairs the meeting, a chair must be elected from those council members in attendance.

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

24.5 Owners may attend council meetings as observers.

24.6 Despite bylaw 24.5, no observers may attend those portions of council meetings that deal with any of the following:

- (a) Bylaw contravention hearings under section 135 of the Act.
- (b) Any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

## **25. Voting at Council Meetings**

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

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

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

## **26. Council to Inform Owners of Minutes**

26.1 The council must circulate to or post for Owners the minutes of all council meetings within two (2) weeks of the meeting, whether or not the minutes have been approved.

## **27. Delegation of Council's Authorities and Duties**

- 27.1 Subject to bylaws 27.2, 27.3 and 27.4, the council may delegate some or all its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- 27.2 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 27.3.
- 27.3 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.
- 27.4 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,
  - (c) Whether a person should be denied access to a recreational facility, or
  - (d) Whether an Owner should be granted an exception from a rental restriction bylaw under section 144 of the Act.

## **28. Spending Restrictions**

- 28.1 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.

## **29. Limitation on Liability of Council Member**

- 29.1 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.
- 29.2 Bylaw 29.1 does not affect a council member's liability, as an Owner, for a judgment against the strata corporation.
- 29.3 All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly continued in office.

## **ANNUAL AND SPECIAL GENERAL MEETINGS**

### **30. Quorum of Meeting**

- 30.1 One third of the persons entitled to vote present in person or by proxy constitutes a quorum. If within fifteen (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.
- 30.2 This bylaw 30.1 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.

### **31. Person to Chair Meeting**

- 31.1 Annual and Special General Meetings must be chaired by the President of the council.
- 31.2 If the President of the council is unwilling or unable to act, the meeting must be chaired by the Vice President of the council.
- 31.3 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.

### **32. Voting**

- 32.1 Except on matters requiring a unanimous 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) or the Act.
- 32.2 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules, including legal costs, for which the Owner is responsible under section 131 of the Act.
- 32.3 At an Annual or Special General Meeting, voting cards must be issued to eligible voters.
- 32.4 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.
- 32.5 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.
- 32.6 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.
- 32.7 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.
- 32.8 Despite anything in bylaws 32.1 to 32.7 (inclusive), an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

### **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:
  - (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.

#### **MARKETING ACTIVITIES**

##### **35. Sale of Strata Lot by Owner and Occupants**

- 35.1 Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the strata corporation for real estate signs.

#### **STORAGE**

##### **36. Storage Lockers**

- 36.1 A resident must not store any hazardous or flammable substances in storage lockers.
- 36.2 A resident must not store anything on top of the storage lockers.

#### **PARKADE**

##### **37. Parking**

- 37.1 A resident shall use only the parking spaces assigned to his strata lot, save and except for private arrangements with other owners for the use of parking spaces assigned to such other owners. Assigned space(s) shall not be leased or rented to a non-resident
- 37.2 A Resident or Visitor must not use any parking area as a work area for carpentry, renovations, 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.
- 37.3 Visitors must adhere to the "Visitor Parking Rules" which include the displaying of a "Visitor Parking Pass" in order to avoid being towed, refer to Parking Rules posted in the parkade for more regulations.
- 37.4 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.

- 37.5 A vehicle parked in a manner which reduces the width of an access driveway is subject to towing at the Owner's expenses.
- 37.6 Incoming vehicles have the right-of-way at the garage door.
- 37.7 Use of car horns upon entering, leaving or within the parking garage is prohibited.
- 37.8 Vehicle lights must be used at all times in the parking garage when the vehicle is in motion.
- 37.9 A Resident storing a vehicle must provide proof of insurance to the strata corporation on the commencement date of the storage.
- (a) A minimum of one million dollars (\$1,000,000.00) of third-party liability coverage must be obtained.
- 37.10 Only motorized, currently licensed and/or insured operational vehicles shall be parked on the common, limited common property or on land that is a common asset.
- 37.11 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, limited common property or land that is a common asset.
- 37.12 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.
- 37.13 A Resident or Visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hour.
- 37.14 Parking stalls are strictly for vehicle parking only. Any object stored in the parking stall is subject to removal at the Owner's expense and the Owner will be subject to a fine.
- 37.15 No car wash activities are allowed in the parkade at any time.
- 37.16 Any vehicle parked in violation this bylaw 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.

### **38. Visitor Gate**

- 38.1 The following bylaw mandates the use and operation of the visitor gate (outermost) gate of the parkade
- (a) **Entering:** stop and wait for the gate to close halfway before proceeding.
- (i) If another resident activates the gate before it reaches halfway (reopening) proceed when it is safe to do so.
- (b) **Exiting:** stop and wait for the gate to close halfway before proceeding
- (i) If multiple vehicles are exiting proceed without waiting for the gate to close halfway when it is safe to do so.
- (c) **Suspicious Activity:** Any unauthorized or suspicious individuals or vehicles attempting to enter should be reported to the building manager. If there is an immediate threat to safety or property, contact the police.
- (d) **Reporting Violations:** All violations of this bylaw must be reported to the building manager, including the date, time, and a description of the vehicle or individuals involved.

## MOVING

### 39. Moving In/Out Procedures

- 39.1 An Owner must pay a non-refundable fee of \$200.00 to the strata corporation prior to any change of occupancy.
- 39.2 All moving activity, regardless of size or quantity, must be booked with the Resident Manager at least three (3) business days in advance.
- 39.3 All moves must take place during the hours of 9:00 AM to 5:00 PM, Monday through Friday and 10:00 AM to 5:00 PM on Saturdays and Sundays. Moving on statutory holidays is prohibited unless explicit written approval is obtained from Council.
- 39.4 A Resident must contact the Resident Manager to lock off the elevator for any moving activity in or out of the unit.
- 39.5 A Resident must ensure that the elevator is protected with proper wall pads and floor coverings.
- 39.6 A Resident must ensure that the lobby doors are not left open, ajar or unattended and that the furniture is not left piled in the lobby area.
- 39.7 A Resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
- 39.8 Any cost of investigation or repair to damage, incurred by the strata corporation, attributed to a move will be charged directly to the strata lot and payable by the owner.

## APPEARANCE OF STRATA LOTS, LIMITED COMMON AREAS AND COMMON AREAS

### 40. Cleanliness

- 40.1 A resident must not allow a strata lot to become unsanitary or untidy. Any expenses incurred by the strata corporation to remediate will be charged to the strata lot owner.
- 40.2 **Garbage:** All household garbage must be properly bagged and securely tied before being placed into the garbage bin. The bin is located inside the garbage room on the ground floor.
  - (a) Do not leave any garbage bags on the floor of the garbage room.
  - (b) Do not leave garbage bags on the hallway floor outside of your unit.
  - (c) Dripping garbage is not condoned. Double or triple bag when necessary.
- 40.3 **Recycling:** Familiarize yourself with the Richmond Recycling procedure.
- 40.4 Recycling bins are located in the garbage rooms on the ground floor. Place your recyclables in appropriate bins labeled as:
  - (a) Mixed Papers
  - (b) Glass Jars and Bottles
  - (c) Containers
  - (d) Food Scraps
- 40.5 Do not leave any items on top of the blue bins or on the floor.

- 40.6 Cardboard boxes must be flattened and placed inside the large bins labelled "Flattened Cardboard"
- 40.7 No furniture, construction debris, hazardous material or other such items can be placed in the garbage room and/or garbage bins.
- 40.8 The following activities are strictly prohibited in all common areas and subject to fine per violation:
  - (a) No Spitting
  - (b) No Littering

## **LANDSCAPING, BALCONIES, PATIOS, AND EXTERIOR APPEARANCE**

### **41. Landscaping**

- 41.1 Do not plant foliage of any type in the common areas, including ponds, without prior written approval from the Strata Council.

### **42. Balconies and Patios**

- 42.1 Do not store any items on balconies and/or patios except gas/electric barbecues (no wood, no coal, no smokers), patio furniture, plants and planters.
  - (a) Limited to a maximum of five (5) free standing self-contained planter boxes or containers
- 42.2 No laundry and/or drying racks are allowed within the limited common areas such as balconies and patios.
- 42.3 No unattended pets are allowed within the limited common areas. All residents are responsible for keeping their balconies and patios clean and tidy.
- 42.4 All Owners and/or residents are responsible for keeping their drains clear of debris to prevent collection of water and flooding problems.
- 42.5 Indoor/Outdoor carpeting (wall to wall) is not allowed on balconies or patios, as moisture will be trapped underneath the carpet which damages the surface membrane or concrete.
- 42.6 Owners on the upper balconies must be considerate at all times of their neighbors below them when watering their plants and washing of balconies. Residents must not allow water to rain off of balconies onto property and people below.
- 42.7 Holes may not be drilled as it will affect the surface membrane.
- 42.8 Heavy objects such as large planters, etc. which are left on a balcony will damage the surface membrane over time. Once the membrane separates from the wall or becomes damaged, the Owner is responsible for the repairs.
- 42.9 Do not throw any type of object from balconies or windows. This illegal activity causes threats to all residents and visitors in our community.

### **43. Exterior Appearance**

- 43.1 No colored window coverings may be visible from the outside of any window. All Owners must maintain blinds in white or a light neutral tone.

- 43.2 A Resident must ensure that no air conditioning units (excluding mini split air conditioning), 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.
- 43.3 Alterations to the common area (grounds) or exterior of the building's structure cannot be made without Strata Council's written approval.
- 43.4 A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds, satellite dishes and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Despite the foregoing, the placing of items on the limited common property balconies or patio areas shall be limited to five (5) free standing, self-contained planter boxes or containers, summer furniture and accessories and gas/electric barbeques.
- 43.5 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, unless authorized by the council. This shall include the exterior painting and the addition of wood, ironwork, concrete or other materials.
- 43.6 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.

#### **44. Window Film**

- 44.1 Prior to installing sun control window film, the Owner must obtain written permission from the Strata Council.
- 44.2 The window film approved by the Council is Newco Sterling 50, Newco Sterling 60 or Panorama Hillite 70 or a film type deemed appropriate by the Council.

### **MISCELLANEOUS**

#### **45. Miscellaneous**

- 45.1 A resident or visitor must not use or store barbecues on common property, other than the one provided in the Amenity Area.
- 45.2 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 including the keeping of personal items and garbage.
- 45.3 A resident or visitor must not wear or use, as the case may be, inline skates, bicycles, scooters or skateboards anywhere in the building, including a strata lot.
- 45.4 A resident or visitor is not permitted use common property electrical outlets for their use.
- 45.5 Notices are not permitted to be posted in any common or limited common areas in the strata corporation except the designated bulletin board in the garbage rooms provided.
- 45.6 A resident must ensure that all entrance doors to strata lots are kept closed and kitchen exhaust fans are used when cooking.
- 45.7 Residents must abide by the following rules pertaining to lighting and decorations for Holidays and Events by adhering to the following;
- (a) The following holidays and Events; Hanukkah, Ramadan, Lunar New Year and New Year's Eve. Residents may install temporary lighting and decorations (2) two weeks prior to the holiday commencing date. All temporary lighting and decorations must be removed no later than (2) weeks following the end of the holiday.

- (b) Christmas lighting and decorations may only be installed not prior to Dec 1<sup>st</sup> of the applicable year and must be removed no later than January 31<sup>st</sup> of the applicable year.
  - (c) Residents may install temporary Halloween decorations and pumpkins (2) two weeks prior to the holiday commencing date. All temporary decorations must be removed no later than (2) weeks following the end of the holiday.
  - (d) All freshly cut Christmas trees and wreaths are prohibited in the Strata Corporation.
- 45.8 Townhouse residents with parkade doors must keep their unit doors closed at all times, for health and safety reasons. These parkade vestibules are pressurized to prevent carbon monoxide gas from entering the units.
- 45.9 Close your unit entrance door slowly. Out of consideration of your neighbors, do not allow your door closure to slam the door shut.
- 45.10 Bicycles may be stored within resident's assigned parking stall, or designated area within the parkade, provided they do not obstruct access, create a hazard, or contravene fire regulations. High-value bicycles may be stored within a strata lot.
- (a) Bicycles stored in parking stalls or designated areas within the parkade shall enter and exit the premises via the parkade and visitor gate only.
  - (b) Bicycles stored within strata lots may be transported through common areas, provided they are walked and do not mark, damage, or soil common property.
- 45.11 Carts (shopping, groceries, airport, etc.) are not permitted to be left either in any common area or around the buildings.
- 45.12 Only wireless individual suite door bells, no larger than 1.5 inches in width and 3.5 inches in length, installed on the same side as the door handle and no more than 48 inches from the floor are permitted.

## **RECREATION FACILITIES**

### **46. Recreation Facilities**

- 46.1 The Recreation Facilities are for the use of the Owners, Occupants and their Visitors only and their use will be governed by the provisions in the bylaws relating to Common Property and Common Facilities and by the Rules and Regulations prescribed by the Strata Council (see "The Health Club" rules).

## **SMOKING & MARIJUANA**

### **47. Smoking**

- 47.1 For the purposes of this bylaw, the term smoking includes, but is not limited to:
- (a) smoke or smoking including inhaling, exhaling, burning, carrying of a lighted cigarette, cigar, pipe, hookah pipe, vape, or other lighted smoking equipment that burns tobacco, weed, or other substances;
  - (b) drug or pharmaceuticals including, but not limited to, marijuana, cocaine, hashish, methamphetamines or heroin;
  - (c) vape or vaping including inhaling, exhaling, vaporizing, carrying or using an e-cigarette or similar appliances which allow for the inhalation of vapour of atomized liquids or substances.

47.2 All buildings and lands that comprise the strata corporation are strictly non-smoking, and smoking is prohibited in all areas.

(a) in a strata lot;

(b) on common or limited common property, including but not limited to, patios, walkways, roadways, parking garages, electrical and mechanical rooms, or play areas;

47.3 All persons, including but not limited to owners, tenants, occupants and visitors, must comply with this bylaw.

#### **48. Growing Marijuana**

48.1 Growing of marijuana is strictly forbidden:

(a) in a strata lot,

(b) on patios and balconies,

(c) anywhere on common property,

(d) and anywhere on the grounds of the strata corporation.

#### **49. Short Term Accommodation**

49.1 An owner or resident must not advertise, use, or permit the use of all or part of a residential strata lot as short-term or temporary accommodation for any person who, directly or indirectly, pays or provides the owner, tenant, or occupant with any fee, compensation, or other remuneration.

49.2 For the purposes of this bylaw, short-term or temporary accommodation is defined as any accommodation for less than six (6) months, including but not limited to:

(a) Short-term accommodation (fewer than 6 months)

(b) Hotel or hotel-like accommodation;

(c) Boarding house,

(d) House "letting,"

(e) Bed and breakfast, or

(f) Other short-term stays, including granting a license to use a strata lot for less than 6 months.

### **PARKING & LOCKERS**

#### **50. Parking/Lockers**

50.1 Strata lot owners shall abide by the "Parking/Locker Lease" entered into between AH Ten Holdings Ltd. and CR Thirty Three Holdings Ltd., and valid assignments or partial assignments of parking stalls and lockers entered into pursuant thereto.

50.2 A resident shall use only the parking spaces assigned to his strata lot, save and except for private arrangements with other owners for the use of parking spaces assigned to such other owners. Assigned space(s) shall not be leased or rented to a non-resident.

50.3 No major repairs or adjustments shall be made to motor vehicles on common property.

- 50.4 Guest parking shall be permitted only in the spaces provided. Guests are permitted to use visitor parking only with a registered visitor parking pass displayed and for no more than 48 hours consecutively.
- 50.5 The user of each parking space will be responsible for the cleaning of any excessive oil spills in the parking space. Continuous oil spills will result in prohibition from parking on common property until the vehicle is repaired.
- 50.6 No parking is permitted except in a designated parking space, nor shall a vehicle park in a manner which will reduce the width of an access driveway.
- 50.7 Any vehicle which does not comply with paragraph 50.5 will be removed at the owner's expense.
- 50.8 Incoming vehicles have the right-of-way at the garage door.
- 50.9 Use of car horns upon entering, leaving or within the parking garage is prohibited.
- 50.10 Vehicle lights must be used at all times in the parking garage when the vehicle is in motion.
- 50.11 All vehicles parked in building must have a minimum insurance coverage for fire and theft.
- 50.12 Approved wall mounted storage lockers will be permitted to be attached to a parking space.
- 50.13 This bylaw will not be modified or rescinded except by unanimous resolution of the Strata Corporation.

## **ELECTRIC VEHICLE CHARGING**

### **51. Electric Vehicle Charging**

- 51.1 An Owner wishing to install an Electric Vehicle Charger within their parking stall, must submit a written request to the Strata Council for their review and approval. The Strata Council may require further steps be taken by the Owner prior to installation, including but not limited to, signing an indemnity agreement.
- 51.2 Should an Owner receive approval from the Strata Council to install an Electric Vehicle Charger, the Owner will be subject to a monthly user fee assessed by the Strata Council based on the type of vehicle and electricity rates. Note: The Strata Council may annually review and adjust the monthly fee based on market conditions.
- 51.3 An owner (the "EV Owner") who has the exclusive use of a parking stall (the "EV Parking Stall") may request written consent from the Strata Council to install electrical equipment and an associated EV charging station (the "Charging Equipment"), accessible to the EV Parking Stall for the purpose of charging an electric vehicle in the EV Parking Stall.
- 51.4 To the extent that the installation of the Charging Equipment and use of the EV Parking Stall constitutes a significant change to the use or appearance of the common property, such change is approved in accordance with Section 71 of the Strata Property Act.

## **PRIVACY AND SECURITY**

### **52. Privacy and Security**

- 52.1 The Strata Corporation is accountable and committed to adhering to the requirements of the British Columbia Personal Information Protection Act, SBC 2003, c 63. The Strata recognizes the need to balance the right of individuals to protect their personal information and the need of organizations to collect, use and disclose personal information for reasonable purposes
- 52.2 Accordingly, the Strata Corporation has established a privacy policy that is included as an appendix to these bylaws.

- 52.3 For the purposes of security, the Strata Corporation issues a maximum of:
- (a) Four (4) active fobs for access to the strata property, per strata lot;
  - (b) Two (2) visitor parking passes per strata lot
- 52.4 The cost for an owner or tenant to obtain a remote-control fob is subject to fees specified in the strata corporations' rules.
- 52.5 The cost for an owner or tenant to obtain a visitor parking pass is subject to fees specified in the strata corporations' rules
- 52.6 An owner, tenant or occupant must not "clone" a fob issued by the strata corporation or utilize a cloned fob under any circumstances. A cloned fob and the original fob will be deactivated
- 52.7 The strata corporation may conduct periodic audits of fobs by requiring that all fobs be presented for inspection by the strata corporation or otherwise be provided with proof that a fob is still held by an owner, tenant or occupant of the strata lot a fob is assigned to. If a fob cannot be located or validated, it may be deactivated by the strata corporation.

### **SEPARATE TYPES**

#### **53. Separate Types**

- 53.1 Strata lots 8-11, 17-20, 29-33, 39-136, 144-146, 150-152, 160-163 and 167-252 shall be one type of strata lots and shall be referred to in these bylaws collectively, as the "Apartment Strata Lots".
- 53.2 Strata lots 1-7, 12-16, 21-28, 34-38, 137-143, 147-149, 153-159 and 164-166 shall be a different type of strata lot and shall be referred to in these bylaws collectively, as the "Townhouse Strata Lots".
- 53.3 A contribution to the operating fund which relates to and benefits only the Apartment Strata Lots shall be shared only by the owners of the Apartment Strata Lots. Each Apartment Strata Lot's share of that operating fund shall be calculated in accordance with the formula set forth in Regulation 6.4(s) to the Act.
- 53.4 A contribution to the operating fund which relates to and benefits only the Townhouse Strata Lots shall be shared only by the owners of the Townhouse Strata Lots. Each Townhouse Strata Lot's share of that operating fund contribution shall be calculated in accordance with the formula set forth in Regulation 6.4(2) to the Act.
- 53.5 A contribution to the operating fund which relates to and benefits all of the strata lots shall be shared by the owners of the Apartment Strata Lots and the Townhouse Strata Lots. Each strata lot's share of the contribution shall be calculated in accordance with section 99 of the Act.
- 53.6 A contribution of the operating fund that relates to and benefits only the limited common property shall be shared only by owners of the strata lots entitles to use the limited common property. Each strata lot's share of the contribution shall be calculated in accordance with the formula set forth in Regulation 6.4(1) to the Act.
- 53.7 Each strata lot's share of a contribution to the contingency reserve fund or special levy shall be shared by all strata lots in the strata corporation in accordance with the formula set forth in Regulation 6.4(3) to the Act.