

Schedule "B" to 3/4 Vote Resolution Bylaws of The Owners, Strata Plan BCS4118 ("TSAWWASSEN SPRINGS")

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**Unless otherwise stated, all terms have the
meanings prescribed in the *Strata Property
Act*, S.B.C. 1998, c. 43 (the “Act”).**

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

1 *Payment of Strata Fees and Special Levies*

1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

1 (2) Where an owner fails to pay strata fees or a special levy on the due date, the strata corporation may fine an owner for contravention of these bylaws and, at its sole discretion, apply an interest charge of 10% per annum compounded annually on any unpaid strata fees and on any unpaid special levies.

1 (3) An owner who fails to pay strata fees or special levies by the due date must compensate and indemnify the strata corporation for any legal and administrative expenses of filing a lien on the owner's strata lot, including legal costs on a solicitor and own client basis, and for any legal and administrative expenses incurred or expended by the strata corporation to enforce the lien through a forced sale proceeding under s. 117 of the *Strata Property Act* (the "Act").

1 (4) Monies received by the Strata Corporation from an Owner or on behalf of the Owner shall be applied against the account relating to that Owner's strata lot in the following order of priority:

- (a) outstanding strata fees;
- (b) outstanding contributions required pursuant to a special levy;
- (c) interest in unpaid strata fees or special levies;
- (d) the costs to repair damage (including but limited to an insurance deductible) for which the Owner is responsible to pay pursuant to the bylaws or the Act;
- (e) fines; and
- (f) the cost of remedying the contravention of a bylaw or rule (including legal fees).

2 *Repair and Maintenance of Property by Owner*

2 (1) An owner is responsible to maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

2 (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.

2 (3) Notwithstanding the generality of subsections (1) and (2), an owner is responsible for:

(a) repair and maintenance of any alterations to the strata lot or to the strata lot's limited common property made by the owner or a previous owner of the strata lot, including ensuring that such alterations comply with all municipal bylaws, the BC Building Code, the strata corporation's bylaws, and any other statute, bylaw or regulation concerning building safety, health or construction; and

(b) removing leaves, dirt and debris from the owner's limited common property balcony, deck or patio and keeping clear any balcony, deck or patio drain.

3 General 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.

3 (2) An owner, tenant or occupant must not (without the written permission of the strata corporation):

(a) place flags, signs, billboards, placards, notices or advertising matter of any kind on or in a strata lot that is visible from outside the strata lot or on common property or land that is a common asset,;

(b) install or hang or apply anything to or on a window that is visible from the exterior of a strata lot, other than window coverings that are white or cream and security decals which shall be permitted on the lower right or left corners of the windows;

- (c) hang or display any laundry, washing, clothing, bedding or other articles in a strata lot that is visible from outside the strata lot or on common property or land that is a common asset;
- (d) install or affix anything permanent to the exterior of the building, without the prior written consent of the strata corporation;
- (e) display Christmas lights except between November 15 and January 15, and such Christmas lights must be attached in a manner that does not cause damage to the exterior of the strata lot or to limited common property or common property;
- (f) store any items on common property other than in lockers or bicycle rooms or any other place designated by the council from time to time;
- (g) keep or store anything on any deck, balcony or patio except for patio furniture and accessories, a barbeque, and self-contained, free-standing planters;
- (h) store any hazardous or combustible material in a strata lot other than fuel used in outdoor gas or propane barbeques, and such fuel must only be stored outside on the owner's limited common property deck, balcony, or patio;
- (i) use any cooking device on any deck, balcony or patio other than a natural gas, propane or electric barbecue, smoker barbeques are strictly prohibited;
- (j) throw or discard anything from any window, deck, balcony or patio, including cigarette butts, or shake any rugs, carpets, mops or dusters of any kind from any part of a strata lot or common property;
- (k) keep or store anything in a strata lot or on common property (including limited common property) that will increase the risk of damage or fire or the rate of insurance on the strata corporation, and without limiting the foregoing, must not place any hot tub, inflatable pool or similar item on any deck, balcony or patio;
- (l) permit a strata lot to be occupied as a place of residence at any one point in time by more than two persons in a one-bedroom unit, three persons in a two-bedroom unit, or four persons in a three-bedroom unit. For the purposes of this bylaw, a "person" is defined to include minors, but exclude visitors staying for a period of less than 30 days;
- (m) use a strata lot for commercial or professional purposes, except as a home office. For the purposes of this bylaw, in order to meet the criteria as a "Home Office" clients must not attend the strata lot.
- (n) use the strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property, or that encourages loitering by persons in or about the strata lot or common property;

(o) enter any part of the common property or land that is common asset to which access is restricted, including but not limited to the roof, electrical rooms and mechanical rooms;

(p) use or permit any part of a strata lot, limited common property, common property, or land that is a common asset as a site for cultivating, growing, manufacturing, packaging, processing, dispensing, selling or distributing marijuana or cannabis, marijuana/cannabis derived products, related products and accessories, and/or any controlled substances (whether licensed or otherwise);

(q) remove or cause damage to any trees, plants, bushes, flowers, lawns or other vegetation on common property and land that is a common asset, and without limiting the foregoing, must not place chairs, tables or other objects on the lawns and grounds so as to damage, prevent growth, or interfere with the maintenance of the common property;

(r) leave any shopping cart or dolly on the common property, or land that is a common asset except as permitted in the rules of the strata corporation;

(s) trespass on the part of the property to which another owner is entitled to exclusive use;

(t) install or keep, a live or fresh-cut Christmas trees anywhere in a strata lot, or on common property including limited common property;

(u) deposit garbage or recycling anywhere other than in the designated containers or receptacles provided by the strata corporation for that purpose; or

(v) deposit materials that are not accepted by the municipal waste management or recycling system ("Unauthorized Waste") in the strata corporation's garbage and recycling containers or anywhere on common strata property;

(w) leave unwanted furniture, mattresses, and larger objects, etc. on common property, limited common property of land that is a common asset.

3 (3) Owners and tenants are responsible for disposing of Unauthorized Waste at their own expense. Owners who deposit Unauthorized Waste in the strata corporation's garbage or recycling containers will have the strata corporation's cost of disposing of the Unauthorized Waste and any fines paid by the strata corporation charged back to their account

3 (4) Enclosed limited common property garages are for the exclusive use of the assigned strata lot, subject to the following:

(a) all strata regulations pertaining to access to strata lots apply to garages;

(b) bylaws requiring approval for permanent alteration of a strata lot apply to garages;

(c) storage of dangerous materials is prohibited (i.e. highly flammable chemicals, tires);

(d) owners of limited common property garages must supply the keypad access code to the strata corporation to be kept on file for emergency access or access related to the repair and maintenance of common strata mechanical equipment and piping within the enclosed garage; and

(e) garages cannot be used for commercial purposes.

4 Short Term Accommodation

4 (1) An owner, tenant or occupant must not use or permit the use of all or part of a residential strata lot as short-term accommodation by anyone who, directly or indirectly, pays or gives the owner, tenant or occupant any fee, compensation or other remuneration. Without restricting the generality of the foregoing, an owner, tenant or occupant must not:

(a) enter into a license for the use of all or part of a strata lot;

(b) permit any strata lot or part thereof to be used or occupied as vacation, travel or temporary accommodation (such as Airbnb or Vacation Rental By Owner) for any period of time; or

(c) directly or indirectly advertise, market, or promote any strata lot or part thereof as vacation, travel or temporary accommodation (such as Airbnb or Vacation Rental By Owner) for any period of time.

4 (2) For the purposes of this bylaw, a short-term accommodation of a strata lot is defined as a license, vacation, travel or temporary accommodation of a strata lot for a period of 90 days or less.

4 (3) An owner, tenant or occupant who uses a strata lot as short-term accommodation in contravention of this bylaw may be subject to a fine of up to \$1,000 per day, at the discretion of the strata council.

5 Smoking

5 (1) An owner, tenant, occupant or visitor must not smoke or permit smoking of any kind anywhere within the strata plan, including within a strata lot, or on any common property, limited common property, or land that is a common asset, or within 6 meters of any common area building door, open window or air intake. For the purpose of this bylaw, “smoke” or “smoking” means using, inhaling, exhaling, burning or carrying of a lighted cigarette, joint, e-cigarette, vapor pen or similar vaporizing device, cigar, pipe, hookah, bong or other smoking equipment that burns or vaporizes tobacco, nicotine, or marijuana/cannabis including oils, resins or other derivatives.

6 *Pets*

6 (1) An owner in residence must not keep any pets on a strata lot other than one or more of the following:

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

6 (2) An owner or visitor must not have more than two of items (a) through (d) above, or keep any pet in a strata lot that is prohibited in British Columbia under the *Wildlife Act* and *Controlled Alien Species Regulation*.

6 (3) Notwithstanding any other provision in this bylaw an owner who was permitted to keep an additional dog or cat in or another animal in their strata lot prior to the enactment of such pet restrictions will be permitted to keep that specific pet in their strata lot as a grandfathered pet, subject to the conditions in this bylaw. A grandfathered pet may not be replaced after its death or permanent removal from the strata lot. The grandfathering applies only to the specific pet residing in the strata lot at the time this bylaw was passed.

6 (4) An owner or visitor must keep any pet in a carrier or on a leash not exceeding 6 feet in length while the pet is on common property, must ensure that the pet is kept under control, and must not permit the pet to:

- (a) damage any common property or interfere with the use and enjoyment of the common property and common assets by other owners, tenants and occupants;
- (b) urinate or defecate on common property or land that is a common asset, and must immediately remove and clean up their pet's waste should it occur;
- (c) display any aggressive behaviour;
- (d) bark excessively.

6 (5) Notwithstanding any other bylaw, a guide or service dog ("Service Dog") that is certified in the Province of British Columbia under the *Guide Dog and Service Dog Act* may be permitted to reside in a strata lot. The owner of a Service Dog must register the Service Dog with the strata council by providing council with a copy of the Service Dog's certification prior to bringing the Service Dog into a strata lot or onto common property. The Service Dog must at all times be wearing a collar or vest that clearly identifies it as a Service Dog, and must not be permitted to urinate or

defecate on any common property or land that is a common asset. A second dog that is not a service dog, is not permitted to reside in the strata lot where the Service Dog is residing.

6 (6) If a pet has become an unreasonable nuisance or a danger, in the sole opinion of the strata council acting reasonably, the strata council may order the pet to be removed permanently from the strata lot, the common property and common assets, or any combination thereof, giving at least 30 days' notice.

7 Rentals

7 (1) Before renting to a prospective tenant, an owner must comply with s. 146 of the Act by giving the prospective tenant:

(a) the current bylaws and rules of the strata corporation (copies of the current bylaws and rules may be obtained from the strata corporation for the fees prescribed under the Act and the Regulations); and

(b) a Form K – Notice of Tenant's Responsibilities.

7 (2) Within two weeks of renting a strata lot, the landlord owner must:

(a) give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant;

(b) pay the strata corporation any applicable moving fee established under strata corporation's bylaws or rules as amended from time to time.

7 (3) An owner who fails to provide the strata corporation with a Form K signed by the tenant in accordance with this bylaw may be subject to a fine of \$200 for each 7 day period that the strata lot is rented until the signed Form K has been provided to the strata corporation.

7 (4) Without limiting the generality of this bylaw, "landlord" means an owner who rents all or part of a strata lot to a tenant or a tenant who rents all or part of strata lot to a subtenant, and "tenant" means a person who rents all or part of a strata lot, and includes a subtenant.

7 (5) The strata corporation may give a tenant notice terminating the tenancy agreement for cause under the *Residential Tenancy Act*, for a repeated and continuing contravention of a reasonable and significant bylaw or rule, if such contravention seriously interferes with another person's use and enjoyment of a strata lot, the common property or common assets. For clarity, a "significant bylaw or rule" includes, but is not limited to all bylaws and rules that relate to nuisance, harassment, occupancy, use of or damage to property.

8 *Inform Strata Corporation*

8 (1) All owners, tenants, and occupants must inform the strata corporation of their name, strata lot number, phone number, email address and mailing address outside the strata plan, if any, within 2 weeks of becoming an owner, tenant or occupant of a strata lot.

8 (2) All owners tenants and occupants must ensure that the information provided to the strata corporation under subsection (1) is kept up to date for the duration of their respective ownership, tenancy or occupancy of a strata lot.

8 (3) All owners, tenants, and occupants must confirm to the strata corporation that they know the location of the water shut-off valve in their strata lot and how it operates upon becoming an owner, tenant or occupant of a strata lot.

9 *Obtain Approval Before Altering a Strata Lot*

9 (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, which means items attached to a building, including floor and wall coverings and electrical and plumbing fixtures, but does not include, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washers, dryers or other appliances.

9 (2) The strata corporation may require as a condition of its written 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, its employees and agents for any future costs in connection with the alteration.

9 (3) The strata corporation must not unreasonably withhold its approval under subsection (1).

10 Obtain Approval Before Altering Common Property

10 (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.

10 (2) The strata corporation 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, its employees and agents for any future costs in connection with the alteration.

11 Alterations

11(1) An owner intending to apply to the strata corporation for written permission to alter a strata lot or the common property may be required to submit, in writing:

- (a) a detailed written description of the intended alteration,
- (b) 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,
- (c) name(s) of the qualified/licensed contractor or consultants who will design, construct and inspect the alterations,
- (d) proof of valid liability insurance and WorksafeBC coverage for the qualified/licensed contractor or consultants who will design, construct and inspect 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 bylaws 9(2) or 10(2), and
- (g) such further and other documents or information which the strata council may reasonably require.

11 (2) Any alterations approved by the council may only be carried out between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday, excluding statutory holidays, and will be subject to all applicable municipal and provincial bylaws and codes.

11 (3) Without limiting the generality of the foregoing, an owner, tenant or occupant must not install new flooring in a strata lot except with written approval from the strata corporation and in accordance with the following:

(a) the installation of ceramic tile, slate or similar flooring will not be permitted other than in a bathroom of a strata lot;

(b) the installation of hard surface flooring, other than in a ground floor strata lot, will require an acoustic underlay, the specifications of which will be determined by the strata council from time to time.

11 (4) In the event that the installation of hard surface flooring in a strata lot results in unreasonable noise or nuisance to neighbouring strata lots, as determined by the strata council acting reasonably, the strata corporation may require the owner of the strata lot with the hard surface flooring to take various steps to reduce noise transfer at the owner's expense, up to and including removal of the hard surface flooring and replacement with carpet or other more sound-absorbent flooring material.

11 (5) Applications for permission to make alterations that involve penetration into a concrete floor or ceiling slab must be reviewed and approved in advance by the strata corporation's structural engineer, or by a structural engineer approved by the council, at the owner's expense. The council, acting on the advice of a structural engineer, may also require the owner to obtain a ground penetrating radar survey before commencing any work on the slab.

11 (6) An owner, tenant or occupant who alters common property or a strata lot without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property or a strata lot to its condition prior to the alteration. If the owner, tenant or occupant refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner. The cost of such restoration will be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

11 (7) An owner must assume the obligations of any agreement entered into by the previous owners of their strata (the "Previous Owner") under bylaws 9(2) and 10(2) concerning alterations to a strata lot or the common property undertaken by or on behalf of the Previous Owner. An owner who refuses to assume the agreement under this bylaw must restore, at the owner's sole expense, the common property or a strata lot to its condition prior to the alteration. If the owner, tenant or occupant refuses or neglects to restore the alteration to its original condition, the strata corpora-

tion may conduct the restoration, at the expense of the owner. The cost of such restoration will be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

12 Owner Obligation to Insure and Indemnify

12 (1) An owner must obtain and maintain liability and property insurance on his or her strata lot(s) sufficient to cover the cost of any insurance deductibles or uninsured repair costs charged to the owner by the strata corporation pursuant to this bylaw. An owner must provide proof of insurance to the strata corporation upon request.

12 (2) 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 (the "Property").

12 (3) An owner is responsible for any damage to the Property caused by occupants, tenants, and visitors to the owner's strata lot.

12 (4) An owner must indemnify and save harmless the strata corporation for any loss or damage to the Property for which the owner, or their occupants, tenants, or visitors is responsible, or any loss or damage to the Property which is the result of any damage, event, occurrence or incident occurring or originating in the owner's strata lot.

12 (5) An owner's obligation to indemnify and save harmless the strata corporation under this bylaw includes the expense of any investigation, remediation, maintenance, repair, replacement, or administration thereof, rendered necessary in respect of the Property, but only to the extent that such expense is not reimbursed from the proceeds received by the operation of any insurance policy. For clarity, any insurance deductible paid or payable by the strata corporation is considered an expense not reimbursed from the proceeds of insurance.

12 (6) Without limiting the foregoing, where the strata corporation takes steps or does work, on an emergency basis, to mitigate damage to a strata lot, and in doing so incurs costs which are not paid as part of an insurance claim, the strata corporation can charge those costs to either of:

- (a) the owner of the strata lot to which those steps or work relate;
- (b) the owner from whose strata lot the damage occurred or originated.

13 Permit Entry to Strata Lot

13 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot and limited common property

(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and

(b) at a reasonable time, on 48 hours' written notice, to:

(i) inspect, repair or maintain common property and limited common property, common assets and any portions of a strata lot or limited common property that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act;

(ii) investigate a complaint about the contravention of the bylaws or rules.

13 (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

13 (3) An owner who fails to ensure that their strata lot and limited common property is accessible for the strata corporation's annual fire safety system testing, or for any other scheduled repair or maintenance, will be responsible for any costs incurred by the strata corporation for scheduling a return visit.

14 Security

14 (1) An owner, tenant, or occupant must not:

(a) allow anyone who is unknown to them to enter the building, either via the enterphone or by allowing access through a building access door or the parking garage gate;

(b) leave open, unlocked or otherwise unsecured, any common property door, gate, or fire exit unless they are in constant supervision of that entrance or exit, and must ensure that any common property door is closed shut behind them;

(c) install or place a lockbox anywhere on the common property, including limited common property;

(d) rent out a parking stall(s) to any person not residing at BCS4118.

15 Moving

15 (1) An owner must ensure that all moves in or out of a strata lot by an owner, tenant or occupant conform to the bylaws and rules established by the strata corporation. All moves must be monitored by the designated member of the janitorial/caretaking company who is responsible for locking the elevator and putting up elevator protective covers.

15 (2) An owner, tenant or occupant must:

(a) provide the strata council or its authorized agent with at least 7 days notice prior to moving any furniture and effects in or out of the building;

(b) arrange to obtain and use an elevator service key and elevator protection pads, and install floor coverings if requested by the caretaker who will supervise the move in/out;

(c) move all furniture, appliances and personal effects in or out of the building between the hours of 8:00 a.m. and 6:00 p.m., Monday through Friday (except statutory holidays);

(d) pay a \$25.00 per hour monitoring charge for an individual assigned by the Property Manager if they wish to move within the timeframe at 2(c) and the minimum charge for the monitoring of the move is two (2) hours;

(e) pay a \$50.00 per hour monitoring charge for an individual assigned by the Property Manager if they wish to move outside of the timeframe at 2(c), such moving time subject to the Strata Corporation's prior approval;

(f) pay a fee of \$250.00 a minimum of five (5) days in advance of each move-in and/or move-out of any new owner, tenant, or occupant. The fee for each move-in and/or move-out covers administrative costs;

(g) pay a separate refundable damage deposit of \$500.00 (the "Refundable Deposit") at the time of scheduling a move-in and/or move-out with the strata council or its authorized agent. The Refundable Deposit will be returned to the owner, tenant, or occupant within seven (7) days following the move if there is no damage to the elevator or common property;

(h) not keep the elevator held locked for extended periods of time when the elevator is not in use. As a courtesy to other residents that may need the elevator, the elevator will be locked only during loading and unloading;

(i) not leave any exterior door unlocked or open unless the owner, tenant or occupant or a designated representative is present at the door to maintain security;

(j) flatten all boxes and properly dispose of them in the designated bin for cardboard;

(k) not allow any furniture to pile up in the lobby area, and must ensure that all common areas are left free and clear upon completion of the move.

15 (3) Residents are directly responsible for moving personnel and/or friends/relatives who are assisting with their move. All must adhere to the Bylaws and Rules of the strata corporation.

15 (4) Failure to notify the strata council or its authorized agent of a move-in or move-out in accordance with subsection (2)(a) of this bylaw may result in the move being denied or having to be rescheduled.

15 (5) An owner, tenant or occupant must not cause damage to the common property while moving in or out of the building.

15 (6) If the common property is damaged as a result of the moving in or moving out of the building, the strata corporation may do what is reasonably necessary to repair such damage and may require the owner or tenant to pay the reasonable costs of remedying this bylaw contravention, including payment of reasonable legal costs as between a solicitor and his own client basis.

15 (7) Any moves that take place without the proper notice and/or without deposits in place in accordance with the strata corporation's bylaws and rules shall be subject to a fine of fifty (\$50) dollars in addition to the non-refundable move-in/move-out fee which shall be assessed against the strata lot and is due and payable immediately upon assessment.

16 Vehicles and Parking

16 (1) An owner, tenant, or occupant must not (without the written permission of the strata corporation):

(a) permit any oversized, commercial or recreational vehicles including, but not exhaustively, boats, trailers and campers, to enter or be parked or stored on common property, limited common property or land that is a common asset;

(b) keep or store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset, and must provide the strata corporation with a copy of a vehicle's storage insurance policy if applicable and for the purposes of this subsection, for insurance purposes only, vehicles are inclusive of golf carts;

- (c) keep or store any vehicle that leaks or drips any fluid including gasoline onto common property or land that is a common asset, and any such fluid may be cleaned by the strata corporation at the owner's expense after 7 days' notice to the vehicle owner;
- (d) rent, lease or license parking stalls to any person other than another owner or rental tenant of the building;
- (e) park anywhere other than in parking assigned to the owner's strata lot, unless permission by another owner has been given;
- (f) use any non-enclosed parking area/stall as a storage or work area;
- (g) park within any driveway or designated fire lane;
- (h) perform automotive maintenance or repairs on a vehicle in a non-enclosed parking area or elsewhere on common property;
- (i) permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access fire lanes or no parking zones.

16 (2) Any vehicle parked in violation of these bylaws may be subject to a warning notice being placed on a vehicle notifying them of the violation (the "Parking Violation Notice"). After a minimum of 24 hours following the placement of the Parking Violation Notice, the strata corporation may have to vehicle towed at the vehicle owner's expense if it remains in contravention of the parking bylaw or rule referred to in the Parking Violation Notice.

16 (3) Designated handicap parking spaces are for temporary, short-term, loading and unloading use by all residents on a first-come, first served basis. Residents should utilize their assigned parking spaces for overnight and long-term parking.

16 (4) Vehicle speeds must comply with the posted speed limit.

17 Bicycles

17 (1) An owner, tenant or occupant must:

- (a) not keep bicycles, scooters, skateboards or any others self-propelled, wheeled devices, except mobility scooters, (collectively "Wheeled Devices") on balconies or patios;
- (b) not operate Wheeled Devices in elevators, hallways or any other inside common areas;

- (c) keep bicycles locked in the designated bicycle storage rooms;
- (d) enter or exit the building with a Wheeled Device by way of the vehicle entry to the parking garage only;
- (e) register bicycles with the strata corporation, including make and color, and obtain a strata number tag; and
- (f) not keep bicycles, locked or unlocked, in any common area, such as parkade, hallways or lobby, except in areas designated for bike storage.

17 (2) Any person leaving a bike or motorized scooter in the designated bike room does so at their own risk. The strata council does not accept responsibility for loss or damage to bikes and motorized scooters in this area. The designated bike room is for bicycles and motorized scooters only, unless approval has been granted by the council.

18 Electric Vehicle Charging

18 (1) An owner or tenant who wishes to charge an electric vehicle must use the electrical outlet assigned and billed to their strata lot and:

- (a) the vehicle must be parked in the owner's designated parking stall while charging;
- (b) strata council approval is required for upgrading or modification of the electrical outlet used for charging the owner's or tenant's vehicle;
- (c) electrical vehicles must be registered as such with the strata corporation;
- (d) the owner or tenant must plug their EV charger directly into their assigned outlet using cords that are a maximum of 5 meters in length;
- (e) must not use extension cords of any kind.

18 (2) A Common Outlet EV User will be responsible for any damage to the common property that may result from their use or misuse of the common property and electrical outlet to charge a vehicle.

19 Harassment Prohibited

19 (1) Every owner, tenant or occupant of a strata lot is prohibited from violating the entitlement of each owner, tenant and occupant of a strata lot and every council member, employee, contractor and agent of the strata corporation to use and enjoy the strata lots, the common property and to carry out their duties to the strata corporation free from harassment or abuse of any kind, (whether in person, over the telephone, or in writing by any form) which includes, but is not limited to the right to be free from:

- (a) verbal or written threats, intimidation, or abuse of any kind;
- (b) physical abuse which includes, but is not limited to, unwelcome physical pursuit, unwelcome touching or threats of unwelcome touching;
- (c) targeted nuisance or excessive emails;
- (d) inappropriate surveillance; or
- (e) unwelcome verbal or written remarks, jokes, slurs, accusations or taunting, especially about a person's character, race, colour, ancestry, place of origin, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender or age.

19 (2) Upon being notified by another owner, tenant or occupant verbally or in writing (the "Notifying Person"), the owner, tenant or occupant receiving the notice may not deliver any emails, notices, or any written communications of any kind to the Notifying Person or the strata lot of the 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 Regulation or these bylaws.

19 (3) The strata council may, on behalf of an employee, contractor, council member or agent of the strata corporation, notify an owner, tenant, or occupant by notice in writing that they are not to communicate with that identified employee, contractor, council member or agent, except for communication that is from the strata corporation or that is authorized to be delivered under the Act, the Regulation or these bylaws. Any communication in breach of this provision constitutes harassment under this bylaw.

Division 2 -- Powers and Duties of Strata Corporation

20 Repair and Maintenance of Property by Strata Corporation

20 (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:

(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, 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,

(v) fences, railings and similar structures that enclose patios, balconies and yards,

(vi) smoke detectors.

20 (2) Notwithstanding subsection (1)(d) of this bylaw, the strata corporation may, at its sole discretion, conduct emergency repairs to a strata lot in the event of a water loss affecting the strata lot or other strata lots, in order to mitigate further loss or damage.

21 Dispute Resolution and Collection of Strata Property Fees and Special Levies

21 (1) The strata corporation may proceed under the *Small Claims Act* or the *Civil Resolution Tribunal Act*, without further authorization of the owners, to:

- (a) recover money owing to the strata corporation from an owner or other person, including money owing as a fine; or
- (b) obtain any such relief as is available to it under the *Small Claims Act* or the *Civil Resolution Tribunal Act*.

21 (2) An action in Small Claims Court or before the Civil Resolution Tribunal must be authorized by a majority vote of the council.

21 (3) The council has full authority to settle all actions commenced in Small Claims Court or before the Civil Resolution Tribunal and all actions commenced for the collection of outstanding strata property fees and special levies.

22 Privacy

22 (1) In addition to personal information that is collected, used and disclosed by consent or as otherwise required by law, the strata corporation collects, uses, and discloses personal information from owners, occupants and tenants for the purpose of carrying out its duties and responsibilities under the Act. The personal information collected and used includes the following:

- (a) banking or credit card information to allow pre-authorized payments ("PAP") to pay strata fees,
- (b) information regarding pets in a suite,
- (c) personal information collected through the use of video surveillance equipment,
- (d) names and contact information of all persons living in a suite, and
- (e) information created by a computerized access key fob system.

22 (2) The council will develop and implement a privacy policy setting out the procedures for collecting, using, verifying and disclosing personal information. An up-to-date copy of the privacy policy will be provided to each owner or registered tenant upon request.

22 (3) The council will designate a member of the strata council as the "Privacy Officer" for the strata corporation.

23 Access Control System

23 (1) The strata corporation utilizes a computerized access fob system to control access to the property. Each strata lot will be provided two (2) access fobs.

23 (2) Additional fobs, to a maximum of six (6) active fobs per strata lot, may be purchased by paying to the strata corporation the amount as determined by the strata council and stated in the strata rules.

23 (3) An owner, tenant or occupant shall immediately report any lost or stolen fob to the strata corporation so that it may be deactivated. Once the fob is deactivated the owner, tenant, or occupant may obtain a replacement fob as set out in subsection (3) of this bylaw.

23 (4) A fob will be replaced upon receipt of payment to the strata corporation by the requesting owner, tenant or occupant in the amount determined by the strata council and set in the rules. Replacement fobs will not be issued until this payment is made.

23 (5) 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 disabled.

23 (6) The strata corporation may conduct periodic audits of fobs issued by requiring fob holders to present or otherwise prove a fob is still held by the unit a fob is assigned to. If a fob cannot be located or validated, it may be deactivated by the strata corporation to prevent inappropriate use. Deactivated fobs will be considered lost and may be replaced consistent with subsection (3).

Division 3 -- Council

24 Council Size and Membership

24 (1) Subject to subsection (7), the council must have at least 3 and not more than 7 members.

24 (2) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

24 (3) A person whose term as council member is ending is eligible for reelection.

24 (4) Notwithstanding any other bylaw, no person may stand for or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

25 Removing Council Member

25 (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.

25 (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.

26 Replacing Council Member

26 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

26 (2) A replacement council member may be appointed from any person eligible to sit on the council.

26 (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.

26 (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.

27 Officers

27 (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.

27 (2) A person may hold more than one office at a time, other than the offices of president and vice president.

27 (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.

27 (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.

28 *Calling Council Meetings*

28 (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.

28 (2) The notice does not have to be in writing.

28 (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.

28 (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

29 *Quorum of Council*

29 (1) A quorum of the council is

(a) 1, if the council consists of one member,

(b) 2, if the council consists of 2, 3 or 4 members,

(c) 3, if the council consists of 5 or 6 members, and

(d) 4, if the council consists of 7 members.

29 (2) Council members must be present in person, or electronically, at the council meeting to be counted in establishing quorum.

30 Council Meetings and Decisions Between Meetings

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

30 (2) If a council meeting is held by electronic means, council members are deemed to be present in person.

30 (3) Owners may attend council meetings as observers.

30 (4) Despite subsection (3) of this bylaw, no observers may attend those portions of council meetings that deal with any of the following:

- (a) determination of contravention of a bylaw or rule under section 135 of the Act;
- (b) any other matters if the presence of observers would, in the strata council's opinion, unreasonably interfere with an individual's privacy.

30 (5) The council may discuss, vote on and decide matters outside council meetings by telephone, email or any other electronic means and such decisions will have the same immediate effect as if the decision was made at a council meeting provided that:

- (a) the decision is made by a majority of the council members;
- (b) all council members are included in the electronic communication discussing and voting on the matter; and
- (c) all council members are given one week to respond and vote on the matter, unless:
 - (i) all council members agree to a shorter time period to discuss and vote on the matter;
 - (ii) an immediate decision is required to address an emergency; or
 - (iii) a majority decision has been reached.
- (d) all votes on financial decisions are to be confirmed by council members in writing within a week of the meeting.

30 (6) Any decision made under subsection (5) will be recorded in the minutes of the council meeting following the decision.

31 Voting at Council Meetings

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

31 (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

31 (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

32 Council to Inform Owners of Minutes

32 (1) The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

33 Delegation of Council's Powers and Duties

33 (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.

33 (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).

33 (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.

33 (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.

34 *Spending Restrictions*

34 (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.

34 (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.

35 *Limitation on Liability of Council Member*

35 (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.

35 (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

35 (3) The strata corporation must indemnify an owner for any claims made against the owner arising out of or in connection with the owner's role as a council member provided the council member has acted honestly and in good faith.

Division 4 -- Enforcement of Bylaws and Rules

36 *Fines, Chargebacks and Indemnities*

36 (1) The strata corporation may fine an owner or tenant a maximum of

- (a) \$1,000 for the use of a strata lot as short-term accommodation;
- (b) \$200 for each contravention of a bylaw, and
- (c) \$50 for each contravention of a rule.

36 (2) An owner who is found to be responsible for the contravention of the bylaws and rules by tenants, invitees, licensees or visitors will be responsible for all costs or expenses incurred or expended by the strata corporation in correcting, remedying or curing such infractions or violations and the same shall be charged to that owner, and shall be payable on the first day of the next month following the infraction or violation.

36 (3) An owner will be liable for and indemnify the strata corporation for any legal and administrative expenses, including legal costs on a solicitor and own client basis, incurred or expended by the strata corporation as a result of such infraction or violation or of its having to enforce these bylaws and rules, which include legal costs associated with any court or tribunal proceeding related to such enforcement.

37 Continuing Contravention

37 (1) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, a fine may be imposed:

(a) every 7 days, or

(b) daily, in the case of a contravention of a short-term accommodation restriction bylaw.

Division 5 -- Annual and Special General Meetings

38 Quorum

38 (1) A quorum for a general meeting is 1/3 of the strata corporation's eligible voters, present in person or by authorized representative or by proxy.

38 (2) At any annual or special general meeting called by the strata corporation, if a quorum is not present at the appointed time or within 15 minutes thereafter, then the eligible voters who are present in person at the start of the meeting, by authorized representative or by proxy, will constitute a quorum for the duration of the meeting.

38 (3) Subsection (2) does not apply to general meetings called by voters pursuant to s. 43 of the Act.

39 Chairing and Conducting the Meeting

39 (1) Annual and special general meetings must be chaired by the president of the council.

39 (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.

39 (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 who are present at the meeting.

39 (4) All those persons who are present at the meeting must comply with directions concerning conduct and discussions at the meeting from the chair or a resolution passed by a majority vote at the meeting.

40 Participation by Other than Eligible Voters

40 (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

40 (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.

40 (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by the chair or a resolution passed by a majority vote at the meeting.

41 Voting and Council Elections

41 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.

41 (2) The vote for a strata lot may not be exercised, except on matters requiring a unanimous or 80% vote, if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the *Strata Property Act* (the "Act").

41 (3) At an annual or special general meeting a vote is decided on a show of voting cards or alternative form of owner registered communication at the discretion of the chair, unless an eligible voter requests a precise count.

41 (4) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

40 (5) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

41 (6) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

41 (7) Unless the general meeting is held via electronic means, an election of council must be held by secret ballot, if the secret ballot is requested by an eligible voter.

41 (8) A person must be elected to council by receiving majority support of the eligible voters present in person or by proxy at the general meeting. For greater clarity and without limiting the generality of the foregoing:

(a) person seeking election to council may be elected individually or as part of a slate;

(b) if an eligible voter does not vote in favour of a person or slate seeking election to council, the voter shall be deemed to have voted against that person or slate; and

(c) no person or slate seeking election to council shall be elected to council by acclamation.

41 (9) If less than 3 council members are elected under subsection (10), the Strata Corporation may hold further elections in accordance with subsection (10) at the same general meeting until the Strata Corporation has elected the minimum number council members required under the by-laws.

41 (10) The ballots of a council election shall be destroyed at the conclusion of the general meeting at which new council member(s) are elected, unless the voters direct otherwise by a majority vote.

42 General Meetings Held via Electronic Means

42 (1) An annual or special general meeting may be held by the strata corporation using electronic means, including by teleconference or video conference, so long as all participants in the meeting can communicate with each other.

42 (2) If an annual or special general meeting of the strata corporation is held via electronic means, persons who participate in the meeting by electronic means are deemed to be present in person for the purposes of the meeting.

42 (3) Despite any other bylaw, in the event that an eligible voter attends an annual or special general meeting of the strata corporation by electronic means, the strata corporation has no obligation to make provision for a secret ballot for that particular voter, or to issue them a voting card.

42 (4) If the general meeting is held by video conference:

(a) persons wishing to attend the meeting by proxy must submit their proxy form to the strata corporation (or the section, as the case may be) by email to the designated email address indicated on the general meeting notice, by no later than 4PM on the business day immediately preceding the date of the general meeting, otherwise their proxy may not be accepted;

(b) persons wishing to participate in the video conference must:

(i) access the meeting portal on a computer, smart phone, tablet or other electronic device that is equipped with audio, microphone and a working camera;

(ii) register to participate in the meeting during the registration period and prior to the meeting start time indicated on the meeting notice;

(c) registration, verification of proxies, and quorum of eligible voters must be confirmed by the meeting chair at the beginning of the meeting by roll call or some other method chosen by the chair.

42 (5) Voting at a meeting held using electronic means may be conducted using any of the following voting methods, as determined by the chair of the meeting:

(a) show of hands;

(b) online poll;

(c) roll call;

(d) email to a designated email address during a designated voting window;

(e) hand delivery of ballots to a designated location during a designated voting window; or

(f) any other method that identifies voters and provides a precise count.

43 Order of Business

43 (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.

43 (2) Despite subsection (1), the order of business at an annual or special general meeting may be amended by a majority vote resolution passed at the same meeting.

Division 6 -- Voluntary Dispute Resolution

44 Voluntary Dispute Resolution

44 (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.

44 (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.

44 (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.