

BYLAWS

STRATA PLAN EPS6841

AVENUE ONE

1768 COOK STREET

1718, 1728, 1738 COOK STREET

208, 210, 212 WEST 1ST AVENUE

1755, 1765, 1775, 1785 COLUMBIA STREET

VANCOUVER, B.C.

NOTICE

The attached bylaws for Strata Plan EPS6841 are in addition to those bylaws contained in the Strata Property Act of B.C. In addition to bylaws, there could also be “Rules” which are not registered at the Land Title Office but are attached herein. **For legal purposes, you should obtain a true copy of the bylaws from the Land Title Office.**

(Updated August 24, 2021)

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

1. Payment of strata fees

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- (2) If an owner is late in paying strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded annually, and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.

2. Repair and maintenance of property by owner

- (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, including without limitation any alterations made to such limited common property by the owner, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (3) An owner must repair and maintain any alterations made to common property by the owner.

3. Use of property

- (1) An owner, tenant, occupant or visitor must not use a strata lot, limited common property, common property or common assets in a way that
 - (a) may be injurious to the reputation of the building,
 - (b) causes a nuisance or hazard to another person,
 - (c) causes unreasonable or undue noise in or about the strata lot, limited common property or common property,
 - (d) unreasonably interferes with the rights of other persons to use and enjoy limited common property, common property, common assets or another strata lot,
 - (e) is illegal, or
 - (f) is contrary to a purpose for which the strata lot, limited common property, common property is intended as shown expressly or by necessary implication on or by the strata plan.

- (2) An owner, tenant, occupant or visitor must not
- (a) cause damage, other than reasonable wear and tear, to limited common property, 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 Strata Property Act.
 - (b) make or cause to be made any structural alteration to a strata lot, or paint, decorate, or add to or remove any structure from the exterior of the building or the strata lot or add to or alter the wiring, plumbing, piping, or other services on a strata lot, or within any bearing or party wall or the common property without first obtaining the written consent of the council,
 - (c) operate any business or professional activity, other than a home office, in, on, or from a strata lot, common property or limited common property without the prior written approval of the council, or
 - (d) smoke or vape
 - (i) on or in common property, limited common property or a strata lot within 6 meters measured on the ground directly below any point of any opening into any building including any door or window that opens or any air intake; and/or
 - (ii) in contravention of the Tobacco and Vapour Products Control Act, the Tobacco and Vapour Products Control Regulation or the Controlled Drugs and Substances Act.

For the purposes of this subsection:

- (iii) “smoke” includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe, e-cigarette, marijuana or other lighted smoking equipment that burns tobacco or other substances, and
 - (iv) “vape” includes inhaling, exhaling, vapourizing or using an activated e-cigarette.
- (3) An owner, tenant, occupant 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.
- (4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
- (a) a reasonable number of fish or other small aquarium animals;

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

4. Inform strata corporation

- (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

5. Obtain approval before altering a strata lot

- (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.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner
 - (a) agree, in writing, to take responsibility for any expenses relating to the alteration, and/or
 - (b) enter into the strata corporation's form of indemnity agreement with respect to such alteration.
- (3) This section does not apply to a strata lot in a bare land strata plan.

6. Obtain approval before altering common property

- (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

7. Permit entry to strata lot

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation or the owner developer to enter the strata lot
 - (a) in an emergency, without notice, to prevent property damage to the common property or another strata lot or those portions of a strata lot that are the responsibility of the strata corporation under these bylaws, and
 - (b) at a reasonable time, on a minimum twenty-four (24) hours written notice
 - (i) to inspect, maintain or repair common property, common assets or other strata lots, or
 - (ii) to ensure the Strata Property Act and these bylaws are being complied with.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) If entry to the strata lot is not permitted, then the person authorized by the strata corporation or the owner developer to enter the strata lot may do so by using reasonable force on the locking device, and the replacement of the locking device and any resulting damage to the door and door frame will be at the expense of the owner.

Division 2 — Powers and Duties of Strata Corporation

8. Repair and maintenance of property by strata corporation

- (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 that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
- (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.
- (2) Notwithstanding subsection (1), the strata corporation is not required to repair and maintain alterations to common property and/or limited common property made by an owner.

Division 3 — Council

9. Council size

- (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.

- (2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

10. Council members' terms

- (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.
- (3) No person may be elected to council or continue to be on council if the strata corporation is entitled to register a lien under the Strata Property Act against a strata lot in which that person has an interest.

11. Removing council member

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

12. Replacing council member

- (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.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 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.

13. Officers

- (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.

- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president:
 - (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

14. Calling council meetings

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

15. [Repealed 2009-17-35]

16. Quorum of council

- (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.

- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

17. Council meetings

- (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

18. Voting at council meetings

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

19. Council to inform owners of minutes

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.

20. Delegation of council's powers and duties

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

- (2) The council may delegate its spending powers or duties, but only by a resolution that:
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must:
 - (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

21. Spending restrictions

- (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

22. Limitation on liability of council member

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

Division 4 — Enforcement of Bylaws and Rules

23. Maximum fine

- (1) Subject to Bylaw 37, the strata corporation may fine an owner, tenant or occupant a maximum of
 - (a) \$200 for each contravention of a bylaw, and
 - (b) \$50 for each contravention of a rule
- (2) The strata corporation may impose a fine on an owner, tenant or occupant for a continuing contravention of a bylaw or rule every 7 days.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Strata Property Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

24. Continuing contravention

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

Division 5 — Annual and Special General Meetings

25. Person to chair meeting

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

26. Participation by other than eligible voters

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

27. Voting

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) An owner may not exercise the owner's vote in respect of the owner's strata lot if the strata corporation is entitled to register a lien under the Strata Property Act against that owner's strata lot, except on matters requiring a unanimous vote.

28. Order of business

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

- (a) certify proxies and corporate representatives and issue voting cards;

- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

Division 6 — Voluntary Dispute Resolution

29. Voluntary dispute resolution

- (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
 - (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of:
 - (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or

- (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 — Marketing Activities by Owner Developer

30. Promotion

- (1) During the time that the owner developer is the owner or lessee of a strata lot or strata lots within the development, it shall have the right to maintain any strata lot or strata lots, whether owned or leased by it, as a display unit or marketing center, and to carry on marketing, sales and/or leasing functions it considers necessary in order to enable it to sell or lease the strata lots.
- (2) As may be reasonably determined by the owner developer in order to enable or assist in the marketing or selling any strata lot within the development or other developments by the owner developer or a party related to or affiliated with the owner developer, it may
 - (a) use any area of the common property to conduct the marketing, sale or lease of strata lots (including by way of hosting promotional events) for up to 10 years after the date of first occupancy of any strata lot within the development,
 - (b) use any area of the common property to carry on any marketing activities (including without limitation photography and/or video sessions) in connection with the sale or lease of strata lots within the development or other developments and/or property owned by the owner developer or such related entity for up to 10 years after the date of first occupancy of any strata lot within the development, and
 - (c) have access to any and all parts of the common property and common facilities for the purpose of showing strata lots, the common property and the common facilities to prospective purchasers and their representatives for as long as the owner developer considers necessary in order to market or sell any such strata lots.
- (3) Signs advertising the sale, lease or open house of a strata lot must be displayed on the common post, directory board or directory tree supplied by the strata corporation and may not be displayed in the windows or on the balcony of a strata lot. Notwithstanding the foregoing, marketing signs of the owner developer may be displayed on the common property and/or the limited common property or window of any strata lot owned or leased by the owner developer at the reasonable discretion of the owner developer.

Division 8 – Miscellaneous Additions

31. Small Claims Actions

- (1) Notwithstanding any provision of the Strata Property Act, the strata corporation may proceed under the Small Claims Act against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote of the strata corporation provided that the cost of such legal action does not exceed the budget for legal fees as set at the last annual general meeting of the strata corporation.

32. Parking/Storage Area/Bike Locker Lease

- (1) Each owner of a strata lot may be entitled to the exclusive use of zero, one or more of the parking stalls and may be entitled to the use of a strata area and/or a dedicated bike locker located in the parking facility and on level 6 to level 17 of the strata development pursuant to a partial assignment of the parking/storage area/bike locker lease or leases (collectively, the “Parking/Storage Area/Bike Locker Lease”) between Concord Avenue One (Nominee) Limited and Pacific Place Developments Corporation as tenant, a copy of which is attached hereto. Pursuant to the Parking/Storage Area/Bike Locker Lease
 - (a) the tenant may partially assign the Parking/Storage Area/Bike Locker Lease and its rights under the Parking/Storage Area/Bike Locker Lease pertaining to particular Parking Stalls, Storage Areas and Designated Bike Lockers to the strata corporation, to purchasers or owners of the strata lots, strata lots or units in any adjacent development and/or the Concord Developments, to the purchaser, owner and/or occupant of the adjacent Air Space Parcel 1, Air Space plan EPP102670 and/or to the Developer’s Storage Area Tenant,
 - (b) the tenant, its employees, agents, sublessees, assignees (including without limitation, the tenants of the Rented Stalls (as defined in the Parking/Storage Area/Bike Locker Lease)) and other persons have the non-exclusive right to use that portion of the common property of the respective strata development as is reasonable required in connection with the use and/or occupation of the Parking Stalls, Storage Areas and Designated Bike Lockers (including without limitation the use of any corridors necessary to access the Parking Stalls, Storage Areas and Designated Bike Lockers),
 - (c) upon registration of the strata plan for the development, the strata corporation will automatically assume all of the covenants and obligations of Concord Avenue One (Nominee) Limited under the Parking/Storage Area/Bike Locker Lease with respect to the Parking Stalls, Storage Areas and Designated Bike Lockers which area located on the common property, including without limitation the obligation to maintain an accurate list of

all Parking Stall, Storage Area and Designated Bike Locker allocations and to supply the tenant with a list of such allocations within 5 days of a request,

- (d) in the event any Nonancillary Parkade Uses are permitted by the City, the tenant will have the right to use any portion of the Leased Area for the Nonancillary Parkade Uses, make alterations the Leased Area to accommodate the Nonancillary Parkade Uses and assign the rights to the Nonancillary Parkade Uses; and
- (e) the Developer's Storage Area Tenant (and its employees, agents and/or other persons having business with the Developer's Storage Area Tenant) will have free access to and from the Developer's Storage Area at all times, will be entitled to use the Developer's Storage Area for any lawful purpose, (including without limitation for the storage of building materials and equipment) and may install its own lock on the door to the Developer's Storage Area.

(2) Certain Parking Stalls are designated as Disabled Stalls. If:

- (a) a holder of an interest in a Disabled Stall is not disabled,
- (b) no person occupying such holder's strata lot is disabled, and
- (c) the Disabled Stall is not located within a private garage

then the strata corporation may require that the Non-Disabled Owner exchange the Disabled Stall for a Non-Disabled Stall held by a Disabled Owner (the "Exchange"). In the event the Non-Disabled Stall is within 5% of the minimum dimension requirements as set by the City for a regular size parking stall, the consideration for the Exchange will be zero. In the event of the Non-Disabled Stall is more than 5% smaller than the minimum dimension requirements as set by the City for a regular size parking stall, the consideration for the Exchange to be paid by the Disabled Owner to the Non-Disabled Owner will be \$6,000.00 plus tax, if applicable (or such other amount as mutually agreed by the Disabled Owner and the Non-Disabled Owner). The Exchange will be accomplished by the Non-Disabled Owner partially assigning the Parking/Storage Area/Bike Locker Lease to the Disabled Owner in respect of the Disabled Stall, and the Disabled Owner partially assigning the Parking/Storage Area/Bike Locker Lease to the Non-Disabled Owner in respect of the Non-Disabled Stall. The Non-Disabled Owner and the Disabled Owner will each executed a partial assignment of the Parking/Storage Area/Bike Locker Lease in favour of the other substantially in the form attached as Schedule B to the Parking/Storage Area/Bike Locker Lease, and the strata corporation is hereby granted a power of attorney to execute such partial assignment on behalf of the Non-Disabled Owner to effect such transfer.

(3) Any terms not otherwise defined in this bylaw will have the meanings as set out in the Parking/Storage Area/Bike Locker Lease.

33. Community Garden Plot Lease

- (1) Certain owners of strata lots may be entitled to the exclusive use of one of the community garden plots located within the common property of the Development pursuant to a partial assignment of the garden plot lease (the “Garden Plot Lease”) between Concord Avenue One (Nominee) Limited and Pacific Place Developments Corporation as tenant, a copy of which is attached hereto. Pursuant to the Garden Plot Lease
 - (a) the tenant may partially assign the Garden Plot Lease and its rights under the Garden Plot Lease pertaining to particular Garden Plots to the strata corporation and/or purchasers or owners of the strata lots and/or strata lots in any adjacent developments (the “Gardeners”),
 - (b) the tenant, its employees, agents, sublessees, assignees and other persons have the non-exclusive right to use that portion of the common property as is reasonably required in connection with the use and/or occupation of the Garden Plots (including without limitation the use of any corridors necessary to access the Garden Plots),
 - (c) upon the registration of the strata plan for the development, the strata corporation will automatically assume all of the covenants and obligations of Concord Avenue One (Nominee) Limited under the Garden Plot Lease with respect to the Garden Plots which are located on the common property, including without limitation, the obligation to maintain an accurate list of all Garden Plot allocations and to supply the tenant with a list of such allocations within 5 days of a request, and
 - (d) each Gardener is responsible for the upkeep and maintenance of their Garden Plot. In the event a Garden Plot is not maintained in accordance with the terms of the Garden Plot Lease, the rights to the Garden Plot are to be transferred to the Strata Corporation.
- (2) Any terms not otherwise defined in this bylaw will have the meanings as set out in the Garden Plot Lease.

34. Planters/Landscaped Areas

- (1) Owners will not place planters, landscaping or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, landscaping items or equipment (including, without limitation, landscaped areas and/or planters designated as limited common property and installed as part of the original development) will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the

account of the owner of the strata lot entitled to the use of the limited common property on which they are placed. No strata lot owner with a landscaped area and/or planter designated as limited common property will change, alter or amend the plantings with such landscaped areas and/or planters without the written consent of the council.

35. Bicycle Storage

- (1) In the event there are any bike racks located within the parking facility and/or the common property, the owners will be entitled to use such bike racks in accordance with the rules and policies of the strata corporation. The council will, subject to the provisions of the Strata Property Act, be responsible for the orderly administration of the use of such bike racks, if any, by the owners. Such administration may also include, without limitation, the issuance of keys or security passes and the licensing of the use of any unallocated bike racks, including charging fees for users if approved by resolution of the strata corporation. For greater certainty, this bylaw does not apply to the secure dedicated bike lockers, if any, which will be or have been assigned pursuant to the Parking/Storage Area/Bike Locker Lease as described in these bylaws.

36. Larger Parking Stalls

- (1) An owner of a strata lot who has been assigned the use of a parking stall which is larger in size than a standard parking stall may park two vehicles or park one vehicle and store items such as motorbikes, canoes or kayaks within such stall, provided that such arrangements do not obstruct access to and use of the drive aisles and/or other parking stalls by other users are in compliance with all applicable laws and bylaws. An owner of a strata lot who has been assigned the use of a parking stall or stalls enclosed in a garage may store items and personal belongs within such garage, provided that such arrangements do not obstruct access to and use of the drive aisles and/or other parking stalls by other users, do not create any hazard, threat or danger to the parking facility, the development, the strata corporation or to other strata lot owners and/or their personal property, and are in compliance with all applicable laws and bylaws.

37. Rentals and Leasing

- (1) Subject to subsection (2), no person or entity may rent out, lease, sublease, licence, sublicense or otherwise grant occupancy rights to any strata lot in exchange for consideration of any kind for a period of less than 30 consecutive days, whether such rental, leasing, subleasing, licensing, sublicensing or occupancy is pursuant to a hotel licence, motel licence, bed and breakfast licence, other short term licence, or any other form of agreement (including, without limitation, any sublease or sublicense) permitting occupancy (whether oral or written) and whether the strata lot which is the subject of the rental, licensing or occupancy is furnished, unfurnished or partly furnished. For greater certainty, no rental agreement, licence or other agreement permitting occupancy of any strata lot by any person or entity may be for a period of less than 30 consecutive days.

- (2) The rental restriction set out in subsection (1) does not apply to owners who are renting a strata lot pursuant to a valid statutory exemption (whether or not they are renting it to a family member as defined in the Strata Property Act and the regulations thereto) on the basis of hardship with the prior written approval of the strata council. For purposes of clarity, this subsection (2) does not permit any lease, sublease, licence, sublicense or other right of occupancy that does not strictly qualify for an exemption on the basis of hardship pursuant to the Residential Tenancy Act.
- (3) Prior to possession of a strata lot by a tenant, an owner must
 - (a) provide the strata corporation with a true and complete copy of every written tenancy agreement (as defined in the Residential Tenancy Act), and
 - (b) cause the tenant to execute a Form K – Notice of Tenant’s Responsibilities as provided in the Strata Property Act prior to the occupation of the strata lot by the tenant and provide the strata corporation with a copy thereof.
- (4) Notwithstanding Bylaw 23, if an owner contravenes, or permits any contravention of subsection (1), the owner will be subject to a fine in an amount determined by the council for each day that the owner’s strata lot is occupied in contravention of subsection (1) (subject to the applicable municipal bylaws), up to a maximum amount of \$1,000 for each contravention of subsection (1), and the strata corporation shall be entitled to take all necessary steps to terminate the lease, licence, sublease, sublicense, tenancy agreement or other agreement permitting such occupancy and/or to exercise all other remedies available to it under these bylaws, at law and/or in equity, including, but not limited to, seeking a declaration of the court or injunctive relief. Any legal costs incurred by the strata corporation to enforce subsection (1) shall be the responsibility of the owner of the contravening strata lot and recoverable by the strata corporation from the owner on a solicitor and own client basis.

38. Garbage Disposal

- (1) An owner, tenant and occupant must
 - (a) remove ordinary household refuse from a strata lot and dispose it in the designated garbage receptacles provided for the strata lot,
 - (b) remove all household refuse not suitable for the garbage receptacles (as determined and defined in the applicable municipal bylaws and regulations) from the development and dispose of such refuse in compliance with the applicable municipal bylaws and regulations, at such person’s cost, and

- (c) not throw or leave garbage in any area of the common property except in those areas provided for garbage disposal.

39. Pets

- (1) An owner, tenant or occupant must not keep any animals or pets of any kind in a strata lot or on or about the common property, which includes the outside grounds of the development, except in accordance with these bylaws and any rules and regulations established by the council from time to time.
- (2) An owner, tenant or occupant must not keep any pets in a strata lot other than one or more of the following
 - (a) a reasonable number of fish or other small aquarium animals,
 - (b) a reasonable number of small caged mammals,
 - (c) up to two caged birds, and
 - (d) one or more dogs and cats as follows
 - (i) one dog and one cat, or
 - (ii) two dogs, or
 - (iii) two cats.
- (3) An owner, tenant or occupant that keeps a pet in a strata lot, either permanently or temporarily, will register that pet with the council by providing to the council a written notice, signed by the owner, tenant or occupant setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet (when the pet is required to be licensed).
- (4) An owner, tenant or occupant of a strata lot will not permit a pet to be on the common property, including limited common property, unless the pet is leashed and under the control of the owner of the pet or another responsible adult. This on leash requirement does not apply to any amenities dedicated to pets, if any.
- (5) An owner of a pet will not permit the pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property, the owner will immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation
 - (a) any special cleaning is required as a result of the pet urinating or defecating, the owner will pay all costs of such special cleaning, or

- (b) replacement of the floor covering is necessary as a result of the pet urinating or defecating, the owner will pay all costs of such replacement.
- (6) An owner, tenant or occupant whose visitor or invitee brings an animal or pet onto the common property must ensure that the visitor or invitee complies with all requirements of these bylaws as they relate to animals and pets and must perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws as if the animal or pet were one kept by the owner, tenant or occupant in the strata lot.
- (7) The strata corporation may
 - (a) make, amend, rescind and enforce rules and regulations it considers necessary or desirable from time to time in relation to the terms and conditions under which any animal or type of animal may be permitted on the common property and the types of pet permitted to be on the common property and, for this purpose, make different rules and regulations and different terms and conditions for different types of animals, and
 - (b) require removal by an owner, tenant or occupant of any strata lot of any pet or other animal kept by the owner, tenant or occupant in a strata lot if such pet or animal, in the opinion of the council, constitutes a nuisance to any owner, tenant or occupant of a strata lot, or causes danger or damage to any owner, tenant or occupant of the strata lot or to any property of the strata corporation or an owner, tenant or occupant of a strata lot.
- (8) Notwithstanding the foregoing, an owner, tenant or occupant of a strata lot will not keep an animal, pet on or in the strata lot, limited common property or common property after notice not to do so from council.

40. Moving and Transfer Documents

- (1) The strata corporation may regulate the times and manner in which any moves into or out of the strata lots may be made and require that such moves be coordinated with the strata corporation at least seven days in advance of such moves, or such lesser period as the council may, in its sole discretion, permit, provided that if an owner carries out, or permits any tenant, occupant, visitor, employee, agent or invitee to carry out any move into or out of a strata lot otherwise than in accordance with such prior arrangements made with the strata corporation, the owner of such strata lot will be subject to a fine of \$100, such fine to be paid on or before the due date of the next monthly assessment payable by such owner.
- (2) An owner of a strata lot must book the elevator for moving purposes and notify the strata corporation of the move 48 hours in advance of the date and time that the owner, tenant or occupant will be moving into or out of the strata lot.

- (3) An owner, tenant or occupant of a strata lot may submit a request to the strata corporation in order to reserve a date and time period during which the owner, tenant or occupant will be entitled to the sole use the loading bay. The loading bay may be used to facilitate moves into or out of the strata lots as well as any other general loading/unloading tasks.
- (4) Provided the loading bay Is not being used under a reservation made pursuant to subsection (3), the loading bay will be generally available to all owners, tenants, occupants, employees, agents, invitees, and suppliers of the strata lots within the strata corporation on a first come, first serve basis.

41. Amenities

- (1) The council shall set up booking procedures and rules and regulations for the use of any recreational and social facilities in the development and may establish fees for the use thereof. All income generated by the user fees shall be used for the maintenance and operating expenses of such facilities.
- (2) The owner, tenant or occupant must fully comply with all booking procedures and rules and regulations of the strata corporation with respect to the use of any recreational and social facilities in the development.

42. Insurance

- (1) Owners must obtain and maintain liability and property insurance on their strata lot sufficient to cover the payment of the deductible amounts under the strata corporation's insurance policy.
- (2) At the time of notifying the strata corporation of the owner move in and upon request from the strata corporation, owners must provide to the strata corporation either
 - (a) a certificate of insurance confirming the insurance required in subsection (1), or
 - (b) a signed declaration in the form provided by the strata corporation confirming the owner's liability for deductible costs.

43. Miscellaneous

- (1) Owners, tenants and occupants are responsible for the conduct of their visitor and are required to ensure that their visitors fully comply with these bylaws and the rules and regulations of the strata corporation, including ensuring that noise is kept at a level, in the sole determination of a majority of the council, that will not disturb the rights of quiet enjoyment of others.

- (2) Subject to subsection 3(ii), an owner, tenant, occupant or visitor must not use and must not permit the use of inline skates, skateboards, rollerblades, bicycles and/or hockey equipment anywhere in the building, including a strata lot.
- (3) An owner, occupant and tenant must not
 - (a) store a bicycle
 - (i) in a strata lot, or
 - (ii) in or on any common property or limited common property area, including without limitation, a hallway, stair, balcony or patio, other than in the designated bicycle storage areas, or
 - (b) carry or transport a bicycle through the building, including without limitation through any common property or limited company property area, except through the parkin facility entrance to the designated bicycle storage areas and/or any amenities dedicated to bicycle care, if any.

The owner will be responsible for the cost to repair any damage to common property, limited common property, common facilities and or common assets caused by the transportation of a bicycle through the building.

- (4) An owner may post notices on the designated bulletin board provided such notices are dated. Such notices may be removed by the council if deemed inappropriate or posted for in excess of one week.
- (5) An owner, tenant and occupant must ensure that all entrance doors to a strata lot are kept closed and kitchen extract fans are used when cooking to avoid unreasonable or undue noise, smell, vibration or glare in the common property or other strata lots.
- (6) An owner is responsible for the repair and maintenance of the fan coil units and the energy recovery ventilator units in the strata lot and is required at the owner's expense, to arrange for such units to be serviced annually. The strata corporation may (but will not be obligated to) assist in arranging for the annual servicing of the units.
- (7) Only motorized and operational vehicles which are licenced and/or insured may be parked on the strata corporation property. An owner of a motor vehicle without a current license plate must provide the strata corporation with a copy of valid storage insurance (for a minimum of \$1,000,000.00 liability) or the vehicle will be towed away immediately without notice at the owner's sole expense.
- (8) Except in the case of a meeting demanded under section 43 of the Strata Property Act, if within ½ hour 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.

- (9) Despite section 48(3) of the Strata Property Act, the failure to obtain a quorum for a meeting demanded under section 43 of the Strata Property Act terminates, and does not adjourn, that meeting.

END NOTES:

Bylaws have been registered at Land Titles Office on an ongoing basis. These have included new bylaws and amendments to bylaws previously registered. The Bylaws listed herein are those currently in place for Strata Corporation EPS6841. Owners will be advised accordingly of any changes in the future. The following is a listing of registration numbers and dates of registration for owner's reference.

*August 24, 2021 Form Y –
Owner Developer's Notice of Different Bylaws*

Registration CA9301558