

BYLAWS

STRATA PLAN BCS679

**Azura One
1438 Richards St.**

NOTICE

The attached bylaws for Strata Plan BCS679 are in addition to those bylaws contained in the Strata Property Act of B.C. In addition to bylaws, there could also be “Rules and Regulations” which are not registered at the Land Title Office but are attached herein. **For legal purposes, you should obtain a true copy of the bylaws from the Land Title Office.**

This disclaimer is valid anytime it is attached to documents with respect to Strata Plan BCS679.

- * Furthermore, all references made in this document pertain to the Strata Property Act, hereinafter referred to as “the Act.**

(Updated as of August 29, 2022)

DEFINITIONS AND INTERPRETATION

1 (1) In these bylaws:

"approving officer" means an appropriate approving officer appointed under the *Land Title Act*;

"assessed value" means the value assessed under the *Assessment Act*;

"bare land strata plan" means

- (a) a strata plan on which the boundaries of the strata lots are defined on a horizontal plane by reference to survey markers and not by reference to the floors, walls or ceilings of a building, or
- (b) any other strata plan defined by regulation to be a bare land strata plan;

"bylaw" means a bylaw of a strata corporation;

"common asset" means

- (a) personal property held by or on behalf of a strata corporation, and
- (b) land held in the name of or on behalf of a strata corporation, that is
 - (i) not shown on the strata plan, or
 - (ii) shown as a strata lot on the strata plan;

"common expenses" means expenses

- (a) relating to the common property and common assets of the strata corporation, or
- (b) required to meet any other purpose or obligation of the strata corporation;

"common property" means

- (a) that part of the land and buildings shown on a strata plan that is not part of a strata lot, and
- (b) pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they are located
 - (i) within a floor, wall or ceiling that forms a boundary
 - (A) between a strata lot and another strata lot,
 - (B) between a strata lot and the common property, or
 - (C) between a strata lot or common property and another parcel of land, or

- (ii) wholly or partially within a strata lot, if they are capable of being and intended to be used in connection with the enjoyment of another strata lot or the common property;

"contingency reserve fund" means a fund for common expenses that usually occur less often than once a year or that do not usually occur, as set out in section 92 (b);

"convey" and **"conveyance"**, when referring to the conveyance of a strata lot to a purchaser, means any of the following in respect of which an application to the land title office has been made to register:

- (a) a transfer of a freehold estate in the strata lot;
- (b) an agreement for sale of the strata lot;
- (c) an assignment of a purchaser's interest in an agreement for sale of the strata lot;
- (d) an assignment of a strata lot lease in a leasehold strata plan;

"eligible voters" means persons who may vote under sections 53 to 58;

"judgment" means a judgment of a court, and includes costs awarded in respect of the judgment;

"landlord" means an owner who rents a strata lot to a tenant and a tenant who rents a strata lot to a subtenant, but does not include a leasehold landlord in a leasehold strata plan as defined in section 199;

"limited common property" means common property designated for the exclusive use of the owners of one or more strata lots;

"majority vote" means a vote in favour of a resolution by more than 1/2 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting;

"occupant" means a person, other than an owner or tenant, who occupies a strata lot;

"operating fund" means a fund for common expenses that usually occur either once a year or more often than once a year, as set out in section 92 (a);

"owner" means a person, including an owner developer, who is

- (a) a person shown in the register of a land title office as the owner of a freehold estate in a strata lot, whether entitled to it in the person's own right or in a representative capacity, or
- (b) if the strata lot is in a leasehold strata plan, as defined in section 199, a leasehold tenant as defined in that section, unless there is
- (c) a registered agreement for sale, in which case it means the registered holder of the last registered agreement for sale, or
- (d) a registered life estate, in which case it means the tenant for life;

"owner developer" means

- (a) a person
 - (i) who, on the date that application is made to the registrar for deposit of the strata plan, is registered in the land title office as
 - (A) the owner of the freehold estate in the land shown on the strata plan, or
 - (B) in the case of a leasehold strata plan as defined in section 199, the lessee of the ground lease of the land, or
 - (ii) who acquires all the strata lots in a strata plan from the person referred to in subparagraph (i), and
- (b) a person who acquires all of the interest of a person who is an owner developer under paragraph (a) in more than 50% of the strata lots in a strata plan;

"phased strata plan" means a strata plan that is deposited in successive phases under Part 13;

"purchaser" means a person, other than an owner developer, who enters into an agreement to purchase a strata lot or to acquire a strata lot lease in a leasehold strata plan as defined in section 199, but to whom the strata lot or strata lot lease has not yet been conveyed or assigned;

"registrar" means a registrar of titles as defined in the *Land Title Act*, and includes a deputy registrar or acting registrar under that Act;

"regulations" means regulations made by the Lieutenant Governor in Council under section 292;

"residential strata lot" means a strata lot designed or intended to be used primarily as a residence;

"rule" means a rule of a strata corporation made under section 125 or 197;

"section", when used in reference to a strata corporation, means a section of the strata corporation created under section 192 or 193;

"Standard Bylaws" means the bylaws set out in the Schedule of Standard Bylaws;

"strata corporation" means a strata corporation established under section 2;

"strata lot" means a lot shown on a strata plan;

"sue" means the act of bringing any kind of court proceeding;

"suit" means any kind of court proceeding;

"superintendent" means the Superintendent of Real Estate;

"Supreme Court" means the Supreme Court of British Columbia;

"tenant" means a person who rents all or part of a strata lot, and includes a subtenant but does not include a leasehold tenant in a leasehold strata plan as defined in section 199 or a tenant for life under a registered life estate;

"3/4 vote" means a vote in favour of a resolution by at least 3/4 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting;

"unanimous vote" means a vote in favour of a resolution by all the votes of all the eligible voters;

"unit entitlement" of a strata lot means the number indicated in the Schedule of Unit Entitlement established under section 246, that is used in calculations to determine the strata lot's share of

(a) the common property and common assets, and

(b) the common expenses and liabilities of the strata corporation.

- (2) A word or expression in this Act has the meaning given to it in the *Land Title Act*, unless it is defined in this Act or the context requires otherwise.

BYLAWS
The Owners, Strata Plan BCS679
Azura One

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) Where an owner fails to pay strata fees in accordance with subsection (1) outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually.
- (3) Any owner owing monies for Strata Fees not received by the first (1st) of the month in question will be deemed to be in arrears. A \$50.00 penalty will be imposed for each month that an owner’s strata fees are in arrears.
- (4) An owner must provide the strata corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month, or if applicable, written authorization for monthly automatic debit from the owner’s bank account. Strata lots managed by professional rental companies do not have to provide 12 post-dated cheques.
- (5) Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with subsection (4) is in contravention of bylaw (1)(3) and the strata corporation will levy a fine of \$50.00 for each contravention. Each dishonored cheque or dishonored automatic debit will be subject to a fine of \$50.00 and an administration charge of \$25.00. Strata lots managed by professional rental companies do not have to provide 12 post-dated cheques.
- (6) Any fines assessed pursuant to these bylaws will be added to the strata fees of the owner following the date of the notice of infraction.
- (7) Penalty fines referred to in (2) and (3) above will apply to outstanding and overdue special levies and assessments.
- (8) When arrears exceed 90 days, a lien may be registered in accordance with Section 116 of the Act on the Strata Lot involved at the Owner’s sole expense, for the total monies due including all strata fees outstanding, penalties assessed, all legal and other expenses.

- (9) The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.
- (10) Owners who are in arrears or have a lien are not eligible to vote at the Annual General Meeting/Special General Meeting, unless approved by an unanimous resolution.
- (11) The strata corporation will apply any monies received from a strata lot owner against any amounts owing by the owner or by any tenant, occupant or visitor of the owner's strata lot in the following order:
 - (a) fines;
 - (b) insurance deductibles;
 - (c) any other charges arising from a bylaw infraction, including uninsured damage costs;
 - (d) special levies;
 - (e) strata fees.

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, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

3. Use of property

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

- (3) 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) up to 2 caged birds;
 - (c) two dogs or two cats or one of each.
- (4) An owner, tenant, occupant or visitor must ensure that all pets are leashed or otherwise secured when on the common property or on land that is a common asset. No pets shall be permitted to urinate or defecate on common grassy areas or near a children’s play structure. The owner is responsible for the immediate clean-up of any pet excrement that occurs on common property.
- (5) A pet shall not cause a nuisance to any resident.
- (6) Owners are prohibited from having a “vicious dog”. A vicious dog is defined as:
 - (a) Any dog with a known propensity, tendency, or disposition to attack without provocation other domestic animals or humans, or
 - (b) Any dog who has bitten another domestic animal or human without provocation, or
 - (c) A Pit-bull Terrier, American Pit-bull Terrier, Pit-bull, Staffordshire Bullterrier, American Staffordshire Terrier, Rottweiler, American Bulldog, American Bulldog Cross, or any dog of which breeding includes any of the aforementioned breeds.
 - (d) Any dog of which breeding includes or appears to include any of the aforementioned breeds as determined by a resolution of the Strata council.
 - (e) Any animal that receives a complaint of aggression or excessive barking may be subject to removal as per the decision of the council.
- (7) If the council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the *Strata Property Act*. At the end of the hearing, the council may take no action, fine the owner, require the person to pay the costs of remedying the contravention, or order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed. The owner of the pet will be advised about the outcome of the hearing in writing.
- (8) An owner, tenant or occupant shall not use or permit the use of his strata lot for a professional, commercial or business purpose that:

- (a) may or will increase the amount of foot traffic or motor vehicle traffic in the common property or the strata lot;
 - (b) in any way increases or may increase the liability risk of the strata corporation;
 - (c) involves customers, clients, employees, contractors, other workers or any individuals attending the strata lot other than those individuals ordinarily resident in the strata lot; or
 - (d) involves individuals using a strata lot as a place of temporary lodging.
- (9) An owner, tenant or occupant may keep plants on his strata lot and in areas of limited common property designated for his exclusive use provided that such plants will have no adverse effect on other occupants of the strata plan or on the common property or the common facilities and council may from time to time regulate the type of gardening permitted in the areas of limited common property.
- (10) All owners, tenants and occupants have a right to quiet and peace in their residence at all times. Undue and excessive noise by any owner, tenant, occupant, visitor, employee, pet or other invitee of a strata lot including but not limited to that from appliances, machinery, sound/music systems, televisions, instruments, wind chimes, computer, games and voices, is not permitted.
- (11) The owner of a strata lot shall be specifically responsible for the activities of co-owners, tenants, occupants, visitors, employees, pets or other invitees of his strata lot. A quiet period shall be in force in the entire complex from 11:00 p.m. until 8:00 a.m. every day, at which time owners and everyone else on the premises are expected to take special care and attention to not make noise.
- (12) No signs, billboards, notices, placards or other advertising matter shall be placed on any part of the strata lot or on the common property. This bylaw shall be interpreted in a manner consistent with elections legislation.
- (13) No laundry, washing, clothing, bedding, or other articles shall be hung or displayed from windows, balconies, or other parts of the strata lot or the common property so that they are visible from outside of the building.
- (14) No owner, tenant or occupant shall install window coverings, which are visible from the exterior of the strata lot, which will detract from the conformity of the building. All Owners who wish to change their original vertical blinds must submit to Strata Council a written proposal for approval. The proposal must outline that the colour is to be the same as the existing blinds. The new window coverings must be vertical or horizontal blinds.

- (15) Bird feeders are not allowed on the common property, including balconies and patios.
- (16) Outdoor holiday lights are permitted only from November 15th to January 31st inclusive or other festive occasions with prior notice to Strata Council.
- (17) Owners, tenants and occupants must maintain a consistent high standard of cleanliness, appearance and repair in and surrounding his strata lot.
- (18) No personal items such as doormats, toys, bicycles, walkers, etc. shall be left or stored on the common property.
- (19) Owners, tenants and occupants shall not allow their strata lots to become a health/safety hazard. If the council deems a strata lot to be a health/safety hazard, the council will, at its discretion, have the strata lot brought up to standard, at the owner’s sole expense.
- (20) No owner, tenant, occupant or visitor shall do anything or cause anything to be done on the common property likely to damage plants, bushes, flowers, lights and/or fountains. No chairs, tables or other objects shall be placed on the lawns that are likely to damage the lawns or prevent their reasonable growth.
- (21) Owners, tenants and occupants are responsible for any damage to the common property that they do and the owner of the applicable strata lot will be liable for all costs connected with cleaning and repairs.
- (22) No children are allowed to play in the hallways, elevators, lobby or any other common area of the strata plan except in designated recreation areas. Any children playing in the common property or common facilities do so at their own risk and the strata corporation and the council will not be held responsible for injuries.
- (23) All notices must be posted on the bulletin boards with consent from the concierge staff.
- (24) Balconies and patios shall not be used to store items, including but not limited to bicycles and/or appliances.
- (25) No mops or dusters of any kind shall be shaken and no refuse shall be thrown out of windows or doors or from a patio or balconies of a strata lot. No water or any liquid is to be spilt over individual balconies or out any windows.
- (26) Neither children nor pets may be left unattended on a balcony.

- (27) Except with the prior written permission of council, the use or storage of propane, natural gas or electric heaters on any balcony is permitted as long as the base of the heater has at least a 4 feet radius away from the surrounding building walls and balcony railings.
- (28) No commercial signs, billboards, displays, notices or other advertising matter of any kind shall be placed on any part of the Strata Plan without the prior written consent of the council.
- (29) The maximum number of adults permitted to reside in a strata lot is limited as follows:
 - (a) in a one-bedroom strata lot - two (2) adults
 - (b) in a one-bedroom plus den strata lot - four (4) adults
 - (c) in a two-bedroom strata lot - four (4) adults
 - (d) in a two-bedroom plus den strata lot - six (6) adults
 - (e) in a three-bedroom strata lot - six (6) adults

A person is defined as a resident if they live in the strata lot for over thirty (30) days.

- (30) (a) An owner, tenant or occupant must not use or permit to be used a residential strata lot, common property or common assets in a way that is for commercial or professional purposes or activities, including but not limited to the following:
 - (i) Short-term rentals,
 - (ii) Hotel or hotel-like accommodation,
 - (iii) A boarding or lodging house,
 - (iv) Roommates,
 - (v) Bed and breakfast,
 - (vi) Airbnb, Homeaway, VRBO or any other vacation-like, short-term rental or short-term accommodation arrangements,
 - (vii) Executive home rental arrangements,
 - (viii) House swaps,
- (b) This bylaw does not prohibit the right of owners and residents to have guests in their home. For the purposes of this bylaw guests are defined as family, friends or acquaintances of the owner or resident staying for one day or more, but no more than 30 days, with a resident.
- (c) For the purpose of bylaw 3(30)(a) short term rentals, short-term licence agreements or other short term accommodation referred to in bylaw 3(30)(a) are defined as any lease, tenancy agreement, licence agreement, or agreement to occupy a strata lot that is for a period of less than six months.

- (31) Every owner, tenant or occupant must:
- (a) not dispose of any substance or waste in or about the strata property except approved recyclable materials and garbage as set out on the signs posted on the garbage room walls (the “garbage and recycling guidelines”), which may be updated from time to time,
 - (b) place all garbage and recycling materials in the appropriate designated recycling and garbage containers,
 - (c) not leave any garbage or recycling materials anywhere in or around the strata garbage room, on the garbage room floor or anywhere on the strata property except in the designated garbage and recycling containers,
 - (d) keep the garbage and recycling containers and room in a clean, neat and tidy condition,
 - (e) make their own arrangements to dispose of any substance, waste or items of any kind that do not meet the strata’s acceptable garbage and recycling guidelines,
- (32) Any breach of this garbage bylaw may result in the strata owner being assessed any fee or charge levied by the strata’s garbage or recycling contractors for disposal of such unauthorized garbage or recycling; it shall be added to any fine assessed for the breach of this bylaw and such fee, charge and fine shall be added to his strata account.

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 upon move in.
- (3) An Owner must (within 14 days):
 - i. Provide the strata corporation with a true and complete copy of every written tenancy agreement (as defined in the Residential Tenancy Act as amended or replaced); and
 - ii. Provide the strata corporation with an executed form K – Notice of Tenant’s Responsibilities as provided in the Strata Property Act as amended or replaced, prior to his or her occupation of the strata lot.

5. Obtain approval before altering a strata lot

- (1) An owner must obtain the written approval of the council before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;

- (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the *Act*;
 - (h) antenna, satellite dishes or similar structures or appurtenances hung from, placed on, erected or attached to the exterior of a strata lot;
 - (i) shades, awnings, window or balcony guards, screens or enclosures, ventilators, air conditioning devices, or supplementary heating devices attached on or placed on the outside of the building.
- (2) The council must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expenses relating to the alteration.
- (3) Metallicized or reflective coating or tinting is not permitted on glass windows or doors.
- (4) Hardwood floors, laminate and ceramic tiles must be installed using the following specifications:
- (a) Hours of work: Weekdays from 9:00am to 6:00pm, Saturdays from 10:00am to 5:00pm. No work on Sundays or Holidays.
 - (b) Floating hardwood floor only.
 - (c) Owner is responsible for removing all debris, old carpet, boards, drywall, etc. from The Azura One Building. No debris of any kind is to be placed in the dumpster or the recycling bins.
 - (d) Owner is responsible for cleaning the hallways, stairwells and elevator of any dust, dirt, debris, etc. at the end of each working day.
 - (e) Security: owner and contractor are responsible for the security of the building at all times.
 - (f) Elevator must be booked to transport any material to and from the suite.
 - (g) Underlay: the closed self-foam must be STC >70 and IIC >70.
 - (h) Council requires proof of purchase and the STC and IIC ratings for the above underlay materials.
 - (i) Ceramic tiles on the kitchen and bathroom floors must be also be installed with sound deadening underlay material (the STC must be >70 and the IIC must be >70) and the details of this material must be submitted to Council.
- (5) Air Conditioner Installations

- (a) Owners installing air conditioner units must comply with all bylaws including this bylaw 5(5).
- (b) Owners can install air conditioner units only in accordance with the bylaws and upon obtaining prior approval of the strata council and fulfilling any conditions to the approval set out by the strata council.
- (c) An owner seeking the strata council’s approval to install an air conditioner unit must seek that approval in writing. The strata council can approve only air conditioner units that the strata council determines to be “split” type air conditioners.
- (d) Any owner installing an air conditioner unit must have it installed by a licensed professional installer, and the owner must provide a copy of the installer’s name, contact information, and credentials at the time of seeking permission to install an air conditioner.
- (e) For units under 1400 square feet, owners must show proof that the unit installed is rated by its manufacturer to produce no more than 54Db of noise, and provide evidence of this rating at the time of seeking approval.
- (f) For units in excess of 1400 square feet, owners must show proof that the unit installed is rated by its manufacturer to produce no more than 56Db of noise, and provide evidence of this rating at the time of seeking approval.
- (g) The condensation drain line is not to be attached to the washer drain.
- (h) No owner will install or have installed an air conditioner unit if that installation attaches any item to the building exterior in any way or pierces the building’s exterior or envelope in any way, unless:
 - i. The owner provides information as required to a building envelope professional, selected by the strata council, and obtains from that building envelope professional assurance that the installation will not compromise the exterior of the building;
 - ii. The owner provides access to the unit as necessary for that building envelope professional to examine the installation at any stage during the installation and thereafter, and
 - iii. The owner pays the fees for the foregoing.

- (i) Air conditioner units are subject to removal at the direction of the strata council where installation requirements set out in this bylaw have not been complied with. Owners will pay all costs associated with the removal of an air conditioner unit.

6. Obtain approval before altering common property

- (1) An owner must obtain the written approval of the council before making an alteration to common property, including limited common property, or common assets.
- (2) The council 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. Alterations to a strata lot or common property

- (1) Any alteration to a strata lot or to common property that has not received the prior written approval of council must be removed at the owner’s expense if the council orders that the alteration be removed. An owner who receives approval will be liable for all costs connected to the alteration, including the cost of repairing and maintaining the alteration and the cost of repairing and maintaining the common property or a strata lot if such repair is required as a result of the alteration. The Strata Corporation reserves the right to conduct the repairs and charge back the owner. An owner who receives approval may be required by the council to sign an Assumption of Liability Agreement.
- (2) The owner will be responsible to obtain the applicable building permits prior to commencing the work, and obtaining such permits is a condition of the council’s approval.
- (3) Owners who undertake alterations in accordance with these bylaws, and subsequent owners, are responsible for all costs relating to:
 - (a) the maintenance and repair of the alterations, and
 - (b) the effects on all adjacent strata lots or common property, and
 - (c) the effects of rain and weathering, staining, discoloration.
- (4) On the sale of a strata lot, owners must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent owner refuses to sign an Assumption of Liability Agreement with the strata corporation the alteration may be removed by council and the cost of the removal will be charged to the new owner.
- (5) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the council.
- (6) The council reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved

alterations. The council may include specified supervision or inspection as a requirement of approval.

- (7) When approval is granted by the council to any owner for modifications to the interior of the strata lot, work must commence within thirty (30) days of approval and be completed within sixty (60) days from the date approval was given.
- (8) An approved alteration shall be done between the hours of 8:00 a.m. and 5:00 p.m. or at such other times as prescribed by council. No construction work to be done on Sundays or statutory holidays.
- (9) An owner who is permitted to make an alteration shall be responsible for the removal of any construction debris and the common property shall be completely cleaned up prior to the site being left each day.
- (10) All contractors must lay down carpet protection from the elevator to the suite door for all renovation projects.
- (11) Contractors working on alteration projects are allowed to reserve one elevator by the hour, Monday through Friday from 10:00 a.m. to 4:00 p.m., free of charge for the first hour and at a charge of \$75.00 per hour with a maximum of 4 hours per working day. If the Strata Agent decides that a security concierge will be required, a charge of \$80.00 for a minimum of 4 hours will be in effect. All charges are payable by cash or cheque at time of reservation. Exclusive use of an elevator available to only one contractor at a time.

8. Permit entry to strata lot

- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours’ written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the *Act*.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

Division 2 – Powers and Duties of Strata Corporation

9. Repair and maintenance of property by strata corporation

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

Division 3 – Council

10. Council size, membership & election

- (1) Subject to subsection 7, the council must have at least 3 and not more than 7 members.
- (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.
- (3) A person whose term as council member is ending is eligible for re-election.

- (4) No person shall be entitled to run for council or remain on council if the Strata Corporation is entitled to register a lien on their Strata Lot under Section 116(1) of the Act.
- (5) 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 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.
- (6) If less than 3 council members are elected under subsection 5, the Strata Corporation may hold further elections in accordance with subsection 5 at the same general meeting until the Strata Corporation has elected the minimum number council members required under subsection 1.
- (7) If the Strata Corporation is unwilling or unable to elect the minimum number of council members set out in subsection 1 in accordance with subsections 5 and 6, the council members elected may, at their next council meeting, appoint the council member(s) required to meet the minimum number of council members under subsection 1. The council may appoint a council member under this subsection from any person eligible to sit on the council. The council may appoint a council member under this subsection even if the number of members elected leaves the council without a quorum.
- (8) 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.

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 4 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) 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) 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.

15. Requisition of council hearing

- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

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. 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) 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.

18. Council to inform owners of minutes

The council must make available a copy of the minutes to all residents, and to those absentee owners who may request such a copy within two (2) weeks of a council meeting, whether or not the minutes have been approved. Minutes are available at the concierge desk or by logging on to the designated website. For more information please contact the management company.

19. 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.

20. 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.

21. 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

22. Maximum fine

- (1) The Strata Corporation may fine an owner or tenant a maximum of:

- (a) \$200.00 for each contravention of a Bylaw and;
 - (b) \$50.00 for each contravention of a Rule.
- (2) All fines are due and payable within seven (7) days of the written issuance of the fine.
- (3) Effective November 30, 2018, \$1,000 for each contravention of a bylaw that prohibits or limits use of all or part of a residential strata lot for remuneration as vacation, travel or temporary accommodation.

23. 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. In the case of bylaw 3(30)(a), daily

Division 5 – Annual and Special General Meetings

24. 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.

25. Participation by other than eligible voters

- (1) Any person may attend annual and special general meetings if they have either a valid proxy or have been assigned the landlord's rights.
- (2) Only owners, individuals asked by owners to speak on their behalf, and spouses of owners may attend annual and special general meetings. Section 26 of the Standard Schedule of Bylaws of the *Strata Property Act* is not included as part of these bylaws.

26. 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) 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.
- (7) An owner will not be entitled to vote at a general meeting except on matters requiring a unanimous vote if the strata corporation is entitled to register a lien against that strata lot under section 116 of the *Strata Property Act*.

27. 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 – Moving In/Out

28.

- (1) An appointment for a moving in/out time must be made with the concierge/building supervisor. Every owner or tenant moving either into or out of the building must complete a move in/out form at the concierge

before an appointment can be made. By signing this form, the individual concerned acknowledges the bylaws and rules that apply to move ins/outs and agrees to comply with these bylaws.

- (2) A minimum of one (1) week’s notice is required to be given to the concierge, prior to any move in/out.
 - (3) Hours of move-ins and move-outs are allowed only between the hours of 8:00 a.m. and 8:00 p.m. Moves must be finished by 8:00 p.m.
 - (4) Full instructions for the operation of the move will be given by the concierge.
 - (5) Owners will be responsible for any tenant or occupant in their strata lot moving in or out of the building and will be responsible for any damage to the common property. To this end, a refundable cash damage deposit of \$200.00 must be paid to the concierge before permission to move in or out will be given. The concierge will then disarm the loading door alarm and lock out an elevator. Following completion of the move and an inspection of the common areas confirming no damage was incurred, the security system will be re-alarmed. Any damage caused to the building during a move in/out will be assessed by the concierge, building supervisor or property manager and the cost of repairing this damage deducted from the aforementioned damage deposit.
 - (6) Elevator mats must be installed to protect tiled elevator floors.
 - (7) A move-in fee of \$250.00 must be paid by the owner to the Strata Corporation before a move in can proceed.
 - (8) The concierge and the moving party will make a before and after inspection of the area through which the moving will take place. If damage has occurred as a result of that move, the cost of repairs related shall be assessed to the individual strata lot owner in addition to the move-in fee.
 - (9) During the move, all lobby doors must remain closed and locked when unattended.
 - (10) There is no move out fee.
- 28.1** (1) Once any occupant moves out, all fobs for pertaining to the unit must be deactivated.

Division 7 – Motor Vehicles and Parking

29.

- (1) An owner, tenant or occupant may use the parking space which has been specifically assigned to his strata lot for one motor vehicle and one motorcycle per space, save and except for private arrangements with other owner for the use of parking spaces assigned to such owners.
- (2) The parking spaces assigned to a strata lot shall not be rented or leased to a non-resident.
- (3) An owner, tenant or occupant shall be parked on limited common property in designated and assigned parking spaces only; no motor homes, trailers, boats or equipment of any kind shall be parked on the common property.
- (4) Motor vehicles found in unauthorized areas will be removed immediately, without notice, at the vehicle owner's sole expense.
- (5) Parking will not be permitted under any circumstances on interior roadways or in driveways. Any motor vehicle found parked in a prohibited area will be removed, without notice, at the vehicle owner's sole expense.
- (6) No motor vehicle shall stop or be parked in any parking stall or elsewhere in the garage or on any roadway, driveway, fire lane, drop-off area or designated no stopping or no parking area in a manner that will block or prevent the use of, ingress to or egress from the garage, any roadway or any part thereof including, but not limited to, an adjacent vehicle or parking space, driveway, roadway, ramp, garage, fire exit or fire lane, stairwell, walkway or door. Motor vehicles found parked or stopped in this manner shall, without notice, be immediately removed at the vehicle owner's sole expense.
- (7) Parking spaces are not to be used for storage of any kind. The strata corporation will remove any items stored in an owner's parking space and any costs incurred in doing so shall be assessed against the strata lot owner's strata account.
- (8) No repairs or adjustments to motor vehicles or other mechanical equipment shall be carried out on common property where the likelihood of fluid or contaminants could cause inconvenience to others and/or damage to property.
- (9) Oil leaks and exhaust pollution stains are the responsibility of the owner and must be cleaned up by the owner. Owners of motor vehicles causing oil staining shall at the strata corporation's notification, clean up all drippings, or on failure to do so within seven (7) days notice, the strata corporation will have the stain cleaned up and a minimum clean up charge of \$50.00 will be assessed to the strata lot.

- (10) Only motorized, currently licensed and/or insured and operational motor vehicles shall be parked on the strata corporation property. Motor vehicles not bearing current license plates must provide a copy of valid storage insurance (for a minimum of \$1,000,000.00 liability) or the vehicle will be towed away at the vehicle owner's sole expense, immediately without notice.
- (11) An owner, tenant or occupant who finds an unauthorized vehicle parked on his assigned parking space must contact the concierge, who will in turn contact the towing company to have the vehicle removed at the vehicle owner's sole expense.
- (12) The speed limit within the common property is 10 kilometer per hour.
- (13) No honking or other noise, which is a nuisance, will be made by any vehicle in the strata plan unless it is made in an attempt to avoid an accident. Owners of vehicles with car alarms are asked to ensure that the alarms are not overly sensitive to passing motor vehicles.
- (14) An owner, tenant and occupant shall only wash motor vehicles in a designated car wash area.
- (15) Fire lanes must not be obstructed at any time.
- (16) Any vehicle violating the parking bylaws may be towed away immediately at the vehicle owner's sole expense.
- (17) A vehicle that continues to leak oil may be removed.
- (18) No oil catching devices may be placed in the parking stalls.
- (19) Residents entering/exiting the parkade must stop and wait for the gate to close entirely before proceeding into/out of the parkade. Should there be vehicles directly behind, Residents must wait for the indicator lights to turn green before proceeding. The last car entering/exiting the parkade must wait for the gate to close completely before entering into or exiting the parkade.

Division 8 – Visitor Parking Stalls

30.

- (1) Visitor parking in the designated BCS679 visitor parking space shall be on a first come first served basis.
- (2) Parking permits issued by the strata corporation must be placed on the dashboard of the visiting motor vehicle with the pass number visible, or

they may be subject to being towed at the vehicle owner's sole risk and expense.

- (3) A maximum of one visitor parking permit will be issued to each strata lot. Parking permits are the property of the strata corporation. Temporary passes will be given out by the concierge.
- (4) Lost or stolen tags must be reported immediately to the management company and a charge of \$25.00 per parking permit will be levied for a replacement of the lost or stolen parking permit. Lost or stolen permits will be voided from the system and the new permits will be activated.
- (5) The visitor parking spaces are intended for the exclusive use of individuals who are visiting a resident of BCS679 or by tradespeople who are providing a special service to the building. Any other use contravenes this bylaw.
- (6) Visitors will not park a motor home, trailer, tractor, boat or equipment of any kind in a visitor parking space.
- (7) A resident's personal vehicles must not be parked in the visitor stalls with or without the visitor's parking permit.
- (8) Visitor parking shall be limited to a maximum duration of 12 hours, unless prior approval is arranged with the concierge. Under no circumstances may a motor vehicle be parked overnight or make use of visitor parking for more than three (3) consecutive days without an extended visitor parking pass. Furthermore, no motor vehicle may make use of visitor parking for more than seven (7) days per month.
- (9) Residents who allow friends or relatives to regularly park motor vehicles (i.e. for daily work in the area) will lose their visitor parking privileges. These types of arrangements do not fall under the "visitor" category for parking in the building.
- (10) A maximum of 1 temporary visitor parking passes from the concierge will be issued to each strata lot at any one given time.

Division 9 – Board Room/Aerobics Room

31.

These facilities are for the use of the owners, tenants and visitors. Their use is governed by provisions in these bylaws and in the rules relating to the use of the common property and common facilities. Smoking is prohibited in the board room or aerobics room at any time. All children under the age of fourteen (14) must be supervised by a resident. Individuals can book the board room a maximum of twice per month. The charge for exclusive use is \$10.00 per hour.

Division 10 – Booking of the Board Room/Aerobics Room

32.

The aerobics and/or board room may be reserved by occupants for the exclusive use of owners, tenants, occupants and visitors. All reservations must be arranged with the concierge and are subject to the following:

- (a) A \$200.00 refundable damage deposit must be paid at the time of booking.
- (b) Any damage, as determined by the concierge whose opinion shall be final, will be the responsibility of the user/owner and deducted from the damage deposit. Any damages over and above the damage deposit amount shall form a charge against the user/owner’s strata unit and shall be paid to the strata corporation forthwith.
- (c) If the room has not been cleaned by noon the day following a booking, a cleaning fee shall be deducted from the damage deposit based on the strata corporations standard cleaning contract. Any cleaning fees, as determined by the concierge whose opinion shall be final, over and above the damage deposit amount shall form a charge against the user/owner’s strata unit and shall be paid to the strata corporation forthwith.
- (d) A fee of \$10.00 per hour must be paid to the concierge in advance at the time of booking.
- (e) Residents are limited to a maximum of two bookings per month. Visitors must be accompanied by a resident when using the aerobics or board room.
- (f) Bookings at which alcohol is to be served must produce to the concierge an appropriate liquor licence at least 48 hours prior to the start of the booking. Failure to produce a liquor licence in accordance with this bylaw prohibits the consumption of alcohol prior to, at or subsequent to the booking.
- (g) Proof of event insurance which names the strata corporation as an additional insured, must be produced to the concierge at least 48 hours prior to the start of the booking. Failure to produce such event insurance will result in the cancellation of the booking.
- (h) Bookings shall be accompanied by a signed Hold Harmless Waiver in such form as the strata corporation shall determine and signed by the booking owners, tenants and visitors, at least 48 hours prior to the start of the booking. Failure to produce such waiver will result in the cancellation of the booking.

Division 11 – [REPEALED August 3, 2018 CA6979878]

Division 12 – Building Security

34.

- (1) No one shall leave open or unlock any outside entrance or exterior fire exit door.
- (2) No one shall let a stranger enter the building by way of enterphone, or when entering the building themselves. This particularly applies to persons claiming to be tradesmen or deliverymen since they must have an appointment via the concierge.
- (3) Residents should report to the concierge, management company or the police any suspicious person(s) in or around the building.
- (4) All keys to locks on the common property will be made and issued only with the authority of the council.
- (5) Additional/replacement infrared control units (fobs) may be obtained by a registered owner. The fobs will be issued by the concierge at a cost of \$50.00 per fob. A limit of three (3) fobs per one bedroom suite, four (4) fobs per two bedroom suite and five (6) fobs per three bedroom suite applies.
- (6) All fobs and common area keys lost/stolen shall be reported to the concierge immediately. The cost of a replacement will be borne by the owner/tenant.
- (7) No soliciting will be permitted within the Strata Plan under any circumstances.

Division 13 – Hazards and Insurance

35.

- (1) Open alcohol is not permitted on any common property.
- (2) Smoking includes the burning, inhaling or use of tobacco, vaping (e-cigarettes) or cannabis products;
- (3) Smoking is prohibited:
 - a. in any of the indoor common property, including but not limited to the elevators, lobbies, hallways, stairwells, parking areas, utility, electrical and mechanical rooms, storage and locker areas;
 - b. in a strata lot;
 - c. on patios and balconies;
 - d. on any land that is common property, and in particular within six metres measured on the ground from a point directly below any point of any opening into any building including any door or window that opens or any air intake;

- (4) All persons, including but not limited to owners, tenants, occupants and visitors, must comply with this bylaw.
- (5) The cultivation of cannabis, whether for medicinal or non-medicinal use, in a strata lot is prohibited.
- (6) Owners, tenants and occupants are responsible for any damage caused by a waterbed, appliance or other fixtures within their strata lot.
- (7) All freshly cut and “live” Christmas trees are prohibited in the building.
- (8) Owners, tenants and occupants shall not do anything that will cause a safety hazard to the building and/or other residents including interfering with proper closure of fire doors by adjusting the door closer by blocking the doors open, and/or by encumbering the hallways, landings or stairways with boxes, rubbish and/or bicycles.
- (9) No one shall be allowed to play, skateboard, or rollerblade in the underground parking areas, or any other common areas at any time.
- (10) Owners, tenants and occupants must not permit explosives, combustible, flammable or offensive materials to be stored on their strata lot or on the common property, except a small supply of fuel normally used for gas barbecues and heaters only.
- (11) Owners, tenants and occupants must endeavor to prevent the escape of any explosive, combustible, flammable or noxious fumes material from their strata lot.
- (12) No material or substance especially burning material such as cigarettes or matches shall be thrown out or permitted to fall out of any window or any other part of the strata lot or the common property.
- (13) In the event of an emergency emanating from a strata lot whose owner, tenant or occupant cannot be contacted, access for protection of the common property or safety may have to be gained by force at the owner’s expense.
- (14) The strata corporation must insure against major perils including without limitation, earthquakes.
- (15) Vacant or unoccupied suites pose a significantly higher risk to insurers and others. Accordingly, owners, (who shall contractually impose this obligation on their tenants), shall not leave their suites unoccupied or unvisited for any period or periods of time of 7 continuous days or longer. In particular, owners and their tenants must ensure that all water shutoff

values to their suite have been turned to the off position prior to leaving their suite unoccupied or unvisited for a period of 7 days or longer. In the event of damage, if owners or their tenants are unable to demonstrate that their suite has been inspected at least once every 7 days or that they failed to turn their water shutoff valves to the off position, then the Strata shall be entitled to hold the owner strictly liable for any and all damage caused to their suite, the common property or other affected suites. In particular, owners and their tenants shall not do or fail to do anything that may result in the breach or cancellation of the strata suite insurance coverage.

- (16) Every Owner, Tenant, or Occupant must provide access to the individual strata lots for building staff and authorized contractors to test the fire and safety equipment within each strata lot when given advance notice by the Strata Corporation. The testing of the fire and safety equipment in the strata lot shall be completed once a year as mandated by the City of Vancouver.

16.1 The strata corporation may fine an owner \$200 for each contravention of the bylaw for failing to grant access to a strata unit following reasonable notice, being 48 hours, to inspect the fire and carbon monoxide detectors in a unit. This notice must include the date and approximate time of entry and the reason for entry. If an owner or tenant continues to refuse access following such notice, the strata shall be authorized to engage contractors and locksmiths to enter such strata unit and shall not be responsible for any damage occasioned thereby. Furthermore the cost of re-inspection, and all associated costs such as contractors, locksmiths and building staff time cost will be billed back to the individual strata lot Owner.

16.2 The strata corporation may fine an owner or tenant a further \$200 for every 7 days an owner or tenant fails to replace an expired fire and carbon monoxide detector that has been so found by the strata’s duly qualified inspectors with a recommended detector (as specified from time to time by the Strata’s fire equipment contractors) and provide to the strata corporation written proof thereof.

- (17) Every Owner, Tenant, or Occupant must provide access to the individual strata lots for building staff and authorized contractors in order to conduct necessary repairs within each strata lot when given advance notice by the Strata Corporation. If the Owner, Tenant, or Occupant does not provide access during the prescribed time of the repairs, the cost of returning (contractor, locksmith, and building staff time cost) will be billed back to the individual strata lot Owner.

Division 14 – Resale of Strata Lot

36.

- (1) "Open House" for the purposes of this Bylaw means any event planned by any Owner, Owner's agent or Realtor, or any event planned with the knowledge and consent of any Owner, Owner's Agent or Realtor in which:
 - (a) The public at large, or any portion thereof, is invited onto the common property of the Strata Corporation or to use the common assets of the Strata Corporation for the purposes of viewing a strata lot in the Strata Corporation that is for sale or is intended for sale or is anticipated to be for sale within the reasonable future, and
 - (b) The public at large, or any portion thereof, crosses common property of the Strata Corporation or uses common assets of the Strata Corporation for the purposes of viewing a strata lot in the Strata Corporation that is for sale or is intended for sale or is anticipated to be for sale within the reasonable future,

But it does not apply to individual appointments made with prospective purchasers of strata lots to view a strata lot and common property within the Strata Corporation that is for sale, if such individual appointments are not scheduled or conducted in a fashion similar to an Open House.

- (2) Open Houses may be conducted for a maximum period of two hours between 10:00 a.m. and 4:00 p.m. on Friday, Saturday and Sunday and are subject to this Bylaw.
- (3) An Owner, Owner's Agent or Realtor shall not advertise or conduct an Open House unless:
 - (a) The Owner or Owner's Agent has notified the Strata Council through the management company to advertise and conduct an Open House: and
 - (b) The Owner or Owner's Agent advises the concierge, at least 48 hours prior to the date of the Open House,
- (4) After notifying the Strata Council of the intention to advertise or hold an Open House, the Owner, Owner's Agent or Realtor is entitled to place one sign ("Sign") advertising the Open House. The Owner, Owner's Agent or Realtor shall ensure the sign:
 - (a) is on a temporary nature;
 - (b) is no larger than 30cm by 60cm;
 - (c) is displayed at most during the period when the Open House is being conducted;
 - (d) is of a professional and tasteful nature; and

- (e) is placed outside the building within 15 feet of the front door so that the Sign does not, in any manner, impede or endanger any person or any vehicular traffic;
- (5) The Owner, Owner's Agent or Realtor shall ensure that any and all persons on the common property as a result of the Open House ("Attendees") are, at all times, accompanied by the Owner, Owner's Agent or Realtor.
- (6) Upon entering the building for the purpose of attending or otherwise participating in an Open House, the Agent for the Owner of the Open House must keep a list of Attendees that have attended the Open House.
- (7) The Owner is responsible for any and all damages incurred by the Strata Corporation which are caused either directly or indirectly by an action or negligence of any person attending or otherwise participating in any way in the Open House.
- (8) In the event that this Bylaw is breached the Owner, the Owner's Agent, the Realtor or any person attending or otherwise participating in any way in the Open House, the Owner of the strata lot in respect of which an Open House is advertised or conducted shall be fined \$50.00 by the Strata Corporation.

Division 15 – Bicycles, Rollerblades, Roller-skating, and Skateboards

37.

- (1) Bicycles shall be kept in designated bicycle storage areas only.
- (2) With the exception of underground areas only:
 - a. bicycles are prohibited from the common areas of the building including the hallways, elevators and lobby areas unless:
 - i. they are completely encased in a sealed bicycle bag, and
 - ii. they are carried into, out of, and within the building.
- (3) Bicycles found in non-designated/unallocated spaces will be removed up to and including cutting free the bicycle if necessary from handrails or fences at the sole expense of the owner. Bicycles removed will be locked up by the property manager to enforce the rules of the strata corporation for a period up to thirty (30) days. All unclaimed bicycles will thereafter be disposed of to recover the costs of removal and/or storage.
- (4) To recover a removed bicycle, the owner will pay a fine of \$25.00 to cover the cost of removing and storage. This money is payable to the strata corporation.

- (5) Skateboarding, rollerblading/skating is not permitted in any common areas of the Strata Plan.
- (6) The bike rack in front of the building beside the Concierge desk may only be used by Visitors. Residents are not allowed to use the bike rack.

Division 16 – Storage

38.

- (1) No part of the common property except areas designated by the strata corporation will be used for storage without the prior written consent of the council.

Division 17 – Barbecues and Heaters

39.

- (1) Only propane, natural gas or electric barbecues or heaters are permitted.
- (2) All propane tank valves are to be in the "off" position when not in use, and/or being carried through the common property. Natural gas units shall be disconnected from the outlet when not in use.
- (3) Barbecuing is permitted on the balconies and patios of each applicable strata lot, provided it is conducted in safe manner and does not create a nuisance to other residents.
- (4) Barbecuing equipment must be maintained in an orderly appearance and stored outside.
- (5) Barbecues must be kept clean to reduce smoke and odors disturbing other residents.
- (6) Failure to comply resulting in complaints may result in suspension of barbecuing rights.

Division 18 – Severability

40.

- (1) Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- (2) For the purposes of all bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires.

Division 19 – Window Tinting

41.

- (1) An owner must not install or permit to be installed any metalized, reflective or mirror coating, filming or tinting on any windows.
- (2) An owner may install non-reflective or non-mirrored window coating, filming or tinting with product specification as approved and provided by the Strata Council.
- (3) In the event that the Strata Corporation replaces any exterior window or door for any reason, the Strata Corporation will not be required to apply any coatings or pay the cost to reapply coatings that may have existed prior to such window or door replacement. Subject to 41(2), an owner may reapply a window coating at their expense.

Division 20 - Chargebacks

42.

- (1) If an owner of a strata lot or any person for whom the owner of a strata lot is responsible, including, without limiting the generality of the foregoing, an occupant, tenant, visitor, agent, or employee, of the owner or his strata lot causes damage, directly or indirectly, to common property, including limited common property, to common assets or to any strata lot, then the owner of the strata lot with which the cause of the damage is associated will be held strictly liable for the cost of repairing such damage without the requirement that the Strata Corporation demonstrate that the owner or any person for whom the owner or any person for whom the owner is responsible as set out herein was negligent in causing the damage. In such circumstances, the owner will indemnify and save harmless the Strata Corporation from the cost and expense of any maintenance, repair or replacement rendered necessary to the common property, including limited common property, common assets or to any strata lot, including, but not limited to, any expense not covered by the proceeds of insurance, including the insurance deductible.
- (2) An Owner must pay the insurance deductible portion of any insurance claim filed by the Strata Corporation within ninety (90) days of the written issuance of the charge if such claim results from damages caused to the common property, including limited common property or common assets of the Owner or Owner's tenant, resident, or guest.
- (3) An Owner must purchase individual contents insurance for their strata lot. The contents insurance must also have coverage to protect the Owner against a Strata insurance deductible chargeback, as well as any cost incurred by the Strata Corporation to repair common property. The strata

lot Owner must show proof of insurance to the Strata Corporation via the Property Manager when requested.

Division 21 – Quorum at an Annual/Special General Meeting

43.

- (1) If, within one half-hour from the time appointed for an annual or special general meeting, a quorum is not present, the persons entitled to vote who are present in person or by proxy constitute a quorum.

Division 22 – Miscellaneous

44. Rentals

- (1) The minimum length of a rental period must be not less than six months.
- (2) Prior to possession of a residential strata lot by a tenant an owner will deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant’s Responsibilities in Form K.
- (3) Within two weeks of renting a residential strata lot the landlord must give the strata corporation a copy of the Form K- Notice of Tenant’s Responsibilities signed by the tenant in compliance with section 143 of the Act. Where an owner fails to give the strata corporation a copy of the Form K – Notice of Tenant’s Responsibilities signed by the tenant in compliance with section 143 of the Act the owner is subject to a fine of \$200.00 and the strata corporation may impose such fine for a continuing contravention of bylaw 44(3) every 7 days until the Form K is provided to the strata corporation.

45.

- (1) The strata corporation collects, uses or discloses personal information to:
 - identify and communicate with each strata unit owner, tenant or other person found on the strata property;
 - process strata fee payments;
 - respond to emergencies;
 - ensure the orderly management of the strata corporation;
 - ensure compliance with all strata bylaws, The Strata Property Act, municipal by-laws, provincial or federal law;
 - comply with legal or business requirements; and

- allow for the use of video, and /or in person surveillance to ensure the safety of owners, tenants and guests to the strata corporation property.
- (2) The personal information a strata corporation may collect includes:
- name, address and phone numbers;
 - banking or credit card information;
 - emergency contact information;
 - vehicle description/license plates;
 - pet information;
 - names of persons living with an owner or occupying a strata lot;
 - video or still images of all vehicles or persons found on, entering onto or exiting from the strata property.
- (3) The strata corporation will strive to adhere to all privacy legislation in force from time to time in British Columbia, including without limitation the Personal Information Protection Act (PIPA).
- (4) PIPA sets out how organizations, including corporations (including strata corporations), sole-proprietorships, partnerships, and non-profit organizations, may
- (5) collect, use, retain and disclose personal information about individuals. The current version of PIPA may be found at the BC Laws website (http://www.bclaws.ca/civix/document/id/complete/statreg/03063_01). The Strata Corporation may be required to collect personal information without consent for the purposes and/or reasons set out in PIPA.
- (6) The strata corporation will take reasonable precautions to ensure that personal information (as that term is defined in PIPA) is kept safe from loss, disclosure, unauthorized access, collection, use, copying, modification or disposal.
- (7) The strata corporation may disclose personal information where authorized by PIPA or required by law.
- (8) This bylaw authorizes the collection of personal information using the strata corporation’s video surveillance system and access control system for the following purposes:
- to monitor access to, movement within and access out from the common property areas of the building.
 - to protect the property of owners, tenants, occupants, visitors, workers and invitees.
 - to protect common property and common assets of the strata corporation.

- to protect the security and physical safety of all persons entering, while on, or leaving the strata property including owners, tenants, occupants, visitors and invitees to the property.
- (9) If the strata corporation inadvertently or otherwise collects personal information using the video surveillance system and access control system that it reasonably should not have collected, then subject to the following, it must delete the information following a reasonable period to determine if the information should have been collected, but it is not liable therefore to the person whose personal information was so collected absent proof of malice or bad faith by the strata corporation or any person acting with its actual authority.
 - (10) If the strata corporation inadvertently or otherwise collects personal information using the video surveillance system and access control system that it should not have collected, and receives a complaint about that, it may retain the personal information to demonstrate what it comprises, and, upon notice to persons affected, may continue to retain the personal information until any complaint about its conduct is finally resolved, when thereafter, it must delete the personal information.
 - (11) Unless otherwise required as set out herein, personal information collected from the use and operation of the video surveillance system and access control system may be retained by way of electronic data storage for up to 14 days on the strata corporation's computer data storage system, at which time the personal information recorded must be deleted.
 - (12) If an incident is reported within the 14 day period in respect of which personal information has or may have been obtained by the strata corporation, and a request is made to view the personal information, the personal information may be copied to and stored on an exterior storage device until it is deleted in accordance with this bylaw.
 - (13) A request for access to view or obtain a copy of personal information, other than access to view those portions of the video surveillance or access control system that contain personal information for the person requesting access, must be made in writing to the strata corporation's strata agent.
The agent will notify the strata council of the request, and, absent a valid reason to deny it, the strata council must grant the request as soon as reasonably convenient.
 - (14) A person requesting access to view those portions of the video surveillance or access control system that contain personal information for the person requesting access must be given access to view that information as soon as reasonably possible.

- (15) If a person requests a copy of personal information, that request will be considered by the strata council, which may grant or refuse the request in the exercise of its discretion, acting reasonably.
- (16) The Strata Corporation shall annually name a Privacy Officer (PO) who shall be a member of the current Strata Council. The PO shall be the Strata Corporation’s designated officer to receive and discharge all privacy complaints. All privacy complaints shall be submitted in writing and following receipt, the PO shall have access to all relevant records, employees or other individuals who handled the personal information involved in order to make a full and impartial determination of the complaint.

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 BCS679. 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.

BX369955 (September 7, 2005)	Bylaws 1-40 (<i>July 21, 2005</i>)
BA419302 (August 13, 2006)	Amendment 3(3)(c) (<i>July 31, 2006</i>) Addition Division 19
BB578101 (September 21, 2007)	Added bylaw 29(19) (<i>July 31, 2007</i>)
BB1103842 (September 28, 2009)	Amended bylaw 29(19) and added bylaw 42(<i>July 29, 2009</i>)
BB1702906 (September 17, 2010)	New bylaws 28(10), 35(12) & 35(13). Amended bylaw 5(4) (<i>July 27, 2010</i>).

BB4015640 (September 20, 2011)	Added new bylaw Division 21 – 43(1) and new bylaw 1(11) (<i>August 2, 2011 AGM</i>)
CA2787512 (filed September 25, 2012)	Added new bylaw Division 15 – 37(6) (<i>July 25th, 2012 AGM</i>)
CA3957353 (filed September 12, 2014)	Added new bylaw Division 1 – 7(10) (<i>July 31st, 2014 AGM</i>)
CA6308664 (filed September 19, 2017)	Revision of bylaw 3(3)(c), 3(14), addition of 3(6)(d), revision of 5(4), addition of 7(11), revision of 28(7) and 28(10), revision of 42(2) and 42(3) (<i>July 29th, 2017 AGM</i>)
CA6979878 (filed August 3, 2018)	Revision of Division 13 – 35(1)(2)(3)(4)(5) + re-numbering, Division 15 – 37(1)(2)(a)(i)(ii), Division 9, Division 10 a through h, Division 11 – 33 Repealed.
CA7389310 (filed March 12, 2019)	Division 1 - Addition of bylaw 3(30 (a-c)); Division 4 - Remove bylaw 22(2); Re-number bylaw 22(3) to 22(2); Add bylaw 22(3); Add Division 22 – add new bylaw 22 (1-3); Revision of bylaw 29(6).
CA7811850 (Filed October 16, 2019)	Division 1 – Addition of Bylaw 3 (31 (1-e))(32); Addition of Bylaw 5 (5 (a-i)).
CA8465695 (Filed September 30, 2020)	Bylaw Additions – 45 (1-16); 28.1 (1) Bylaw Revisions – 6 (c, e); 35 (15)
CB182557 (Filed August 26, 2022)	Bylaw Revisions – 35 (16 (16.1 & 16.2))
CB786424 (Filed July 27, 2023)	Bylaw Revisions – 10 (1-8)