

# **GREENSHIELDS BUILDING**

## **Bylaws (As approved December 2015)**

STRATA PLAN BCS849

The Greenshields Building  
345 Water Street Vancouver, BC  
(Residential)

And

347 Water Street  
349 Water Street Vancouver, BC  
(Commercial)

## ***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) 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.
- (4) Failure by an Owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with Bylaw 2.3 is a contravention of Bylaw 2.3 and the Strata Corporation will levy & fine \$50.00 for each contravention. Each dishonoured cheque or dishonoured automatic debit will be subject to a fine of \$25.00 and an administration charge of \$25.00.
  - (5) Any fines assessed pursuant to these Rules and Regulations will be added to the Strata fees of the Owner following the date of the notice of infraction.
- (6) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- (7) Failure to pay a special levy on the due date will result in a fine of \$50.00 for each contravention of Bylaw 2.5.
- (8) Where an Owner fails to pay a special levy in accordance with Bylaw 2.5, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.
- (9) When arrears exceed 90 days, a lien may be registered in accordance with Section 112 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, and all legal and other expenses.

- (10) 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 Rules and Regulations 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.
- (11) Owners who are in arrears are not eligible to vote at the Annual General Meeting/Special General Meeting, unless approved by a unanimous resolution.

## **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) An Owner is responsible for any damage caused by occupants, tenants or visitors to the Owner's Strata Lot.
- (4) An Owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any Strata Lot by 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, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of bylaws 4.1, 4.2 and 4.3, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the Owner.
- (5) A resident must not use, or permit to be used, the Strata Lot except as a private dwelling home and, unless granted prior written approval by the council, a resident must not allow more than two persons to occupy a Strata Lot originally designated by the developer as a one bedroom unit and not allow more than four persons to occupy a strata lot originally designated by the developer as a

two bedroom unit. For the purposes of this Bylaw, a "person" is defined to include children, but excludes visitors staying for less than 30 days with an Owner, occupant or tenant of a Strata Lot.

- (6) An Owner or occupant who alleges hardship as a result of the passage of Bylaw 4.5 may appeal to the Council for permission to be exempt from Bylaw 4.5 on the basis of hardship and the Council must not unreasonably refuse the appeal.

### **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;
  - (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; or
  - (f) Violates any applicable civic bylaw.
- (2) An Owner, tenant, occupant or visitor must not cause damage, other than reasonable wear or tear, to the common property, common assets or those parts of a Strata Lot that the Strata Corporation must repair and maintain under these Rules and Regulations or insure under Section 149 of the Act.
- (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. The Owner is responsible for the immediate clean up of any pet excrement.
- (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 aquatic animals; (b) Up to 2 caged birds
  - (c) One dog or one cat.
- (5) A resident must apply to the Council for written permission to keep a pet (a "Permitted Pet") by registering the pet with the Council within 30 days of the pet residing on a Strata Lot (or the passage of this Bylaw) and by providing, in writing, the name of the Permitted Pet, breed, colour and markings, together with the name, Strata Lot number and telephone number of the pet owner.

- (6) A resident or visitor must not permit a loose or unleashed Permitted Pet (leashes cannot exceed six feet in length) at any time on the common property, or on land that is a common asset. A Permitted Pet found loose on common property or land that is a common asset shall be delivered to the municipal pound at the cost of the pet owner.
- (7) A resident must not keep a Permitted Pet which is a nuisance on a Strata Lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of Council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the Council may order such a pet to be removed permanently from the Strata Lot, the common property or common asset or from the Strata altogether.
- (8) A Strata Lot Owner must assume all liability for all actions by a Permitted Pet, regardless of whether the Owner had knowledge, notice or forewarning of the likelihood of such actions.
- (9) The elevator shall be used for passenger service only and shall not be used by the Owners of the commercial Strata Lots for transporting, loading and unloading commercial products in any circumstances.
- (10) 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;
  - (d) Involves individuals using a Strata Lot as a place of temporary lodging; or
  - (e) Contravenes the zoning Bylaw of the City of Vancouver.
- (11) Owners, tenants, and occupants shall use their respective Strata Lot, the common property, the common facilities or other assets of the Strata Corporation in a manner which will not unreasonably directly or indirectly interfere with the use or enjoyment by any other resident of his Strata Lot, the common property or common facilities.

- (12) 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, heavy footfall, and voices is not permitted.
- (13) An Owner, tenant or occupant must not make, cause or produce undue noise, smell, smoke, vibration or glare in or about any Strata Lot of common property or anything that will interfere unreasonably with any other Owner, tenant or occupant or affect the peace of surrounding residents in a manner in which to alter the relationships with neighbours.
- (14) An Owner, tenant or occupant must keep parties confined to the interior of their Strata Lot, and volume must be kept to a minimal level at all times. Balcony doors in the suite shall be kept closed if a party is held.
- (15) The Owner of the 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 not to make noise.
- (16) No signs, billboards, notices, placards or other advertising matter shall be placed on any part of the Strata Lot or on the common property. Signs allowable under federal, provincial, or municipal election regulations shall be permitted.
- (17) A resident must ensure that no air conditioning units, laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- (18) An Owner, tenant or occupant must not fasten to the Strata Lot, the common property or any limited common property any television or radio antenna, satellite or similar structure or appurtenance thereto.
- (19) An Owner, tenant or occupant must not shake any mops or dusters of any kind, nor throw any refuse, lit or unlit matches, cigarettes or cigars out of the windows or doors or from the balcony of a Strata Lot.
- (20) An Owner, tenant or occupant must not do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof.

- (21) An Owner, tenant or occupant must not allow a Strata Lot to become unsanitary or a source of odour.
- (22) An Owner, tenant or occupant must not feed pigeons, gulls or other birds, squirrels, rodents or other animals from a Strata Lot or anywhere on or in close proximity to the common property or any limited common property. This does not apply to a pet permitted to be kept in a Strata Lot pursuant to these Bylaws, under which pets shall be fed ONLY in a Strata Lot.
- (23) 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. Window coverings must be the same colour, and same size. Any drapes visible from the exterior of the building must be lined with the colour of the original blinds.
- (24) Bird feeders are not allowed on the common property, including balconies and patios.
- (25) Outdoor holiday lights are permitted only from December 1<sup>st</sup> to January 15<sup>th</sup> inclusive, or other festive occasions with prior notice to Strata Council.
- (26) Owners, tenants and occupants must maintain a consistently high standard of cleanliness, appearance and repair in and surrounding his or her Strata Lot.
- (27) No personal items such as doormats, toys, bicycles, walkers, shoes, etc., shall be left or stored on the common property.
- (28) 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.
- (29) 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 landscaping that is likely to damage the landscaping or prevent their reasonable growth.
- (30) Owners, tenants, occupants or pets 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.

- (31) No children or pets are allowed to play in the hallways, elevators, lobby or any other common area of the Strata.
- (32) All notices posted must be authorized by the Strata Council.
- (33) BBQs, patio furniture and plants are allowed on balconies and patios. Balconies and patios shall not be used to store items, including but not limited to bicycles and/or appliances.
- (34) Balcony cleaning must be done with a damp mop. Excessive use of water to clean balconies will result in fines being assessed against the Strata Lot.
- (35) Neither children nor pets may be left unattended on a balcony.
- (36) Except with prior written permission of Council, the use or storage of propane, natural gas or electric heaters on any balcony is not permitted. This is due to the small size of the balconies. All permitted heaters must have at least a 3 feet radius away from the surrounding building walls, ceilings and balcony railings.
- (37) The maximum number of occupants permitted to reside in a Strata Lot is limited as follows:
- (a) In a one-bedroom Strata Lot—two (2) adults + one young child
  - (b) In a one-bedroom plus den Strata Lot—maximum three (3) Occupants.
  - (c) In a two-bedroom Strata Lot—maximum four (4) Occupants.
  - (d) In a two-bedroom plus den Strata Lot—maximum five (5) Occupants.
- (38) Littering is punishable by a fine of \$100 for the first offence and \$200 for every subsequent offence.
- (39) Smoking or extinguishing of flammable materials in common areas is punishable by a fine of \$200 for any offence.
- (40) An Owner, tenant or occupant must not give any keys, combinations, security cards or other means of access to the parking garage or any common area to any person other than an employee, contractor, occupant or guests of the Strata Lot permitted by these bylaws.
- (41) An owner, tenant or occupant must not use a residential strata lot for "a commercial or business purpose". In this bylaw, "commercial or business purpose" means, without limitation, use of a strata lot as a lodging house, bed and breakfast, homestay, guest house, boarding house, rooming house or provides licenses to allow any such activities. This bylaw does not apply to a home-based business that causes no traffic to the building created by the arrival and departure of any person.

#### **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 of the Strata Plan, if any.
- (2) Within 2 weeks of occupancy, a tenant must inform the Strata Corporation of his or her name.
- (3) An Owner must notify the Strata Corporation of any mortgage or other dealing in connection with the Strata Lot within two weeks of such mortgaging or other dealing.
- (4) An Owner must provide a Form "K" to the Strata Corporation prior to a tenant's occupancy. Failure to do so will result in an Owner being fined \$200.00 per month until the Form "K" is submitted.
- (5) All Owners, tenants and occupants must register their vehicle license plates with the Property Manager. Parking may not be sublet to owners or tenants outside of the building.

## **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 the building;
  - (b) The exterior of the 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 Strata Corporation must not unreasonably withhold its approval under Bylaw 8. 1, but may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration and to

indemnify and hold harmless the Strata Corporation for any future costs in connection with the alteration.

- (3) This section does not apply to a Strata Lot in a bare land Strata Plan.
- (4) Prior to putting in any requests, the Strata Owner(s) must refer to the Disclosure Statement, Schedule D: Summary of Encumbrances, Heritage Revitalization Agreement.
- (5) All future requests from individual Strata Lot Owners (current or prospective), wanting to carry out renovations in their Strata Lot will only be considered by Council at its next scheduled Strata Council Meeting, and that Council will only entertain requests that involve structural changes, the building HVAC or envelope systems if the same are backed by Certified Professionals.
- (6) Council cannot make any decisions contradicting clauses outlined in the Disclosure Statement, as quoted in subsection (4).
- (7) After Council has given an approval but before any alteration(s) and/or renovation(s) to a Strata Lot commence, the Council must receive a refundable damage deposit in the amount of \$500.00 from that Strata Lot Owner for potential damages to the common property. An inspection of the common property will be conducted by the Property Manager and/or council member(s) prior to any work being done. Following completion of the alterations/renovations, an inspection of the common areas will be conducted again to confirm no damage was incurred. Any damage caused to the building or parts thereof during alterations/renovations will be assessed by the Property Manager and/or council members, and the cost of repairing any damages will be deducted from the aforementioned damage deposit. Damage in excess of the deposit will be charged to that Strata Lot Owner's account.
- (8) Metallicized or reflective coating or tinting is not permitted on glass windows or doors. Filming is allowed on the condition that it does not change the exterior appearance of the building.
- (9) Hardwood floors and ceramic tiles must be installed using the following specifications:
  - (a) Hours of work: Monday to Saturdays 9:00am to 5:00pm. No work on Sundays or Holidays.
  - (b) Unless approved by Council and/or not falling under the Heritage Revitalization Agreement, no replacement of current hardwood floors is permitted in all Strata units.

- (c) Contractor is responsible for removing all debris, old carpet, boards, drywall, etc. from the Greenshields Building. No debris of any kind is to be placed in the dumpster or the recycling bins.
  - (d) Contractor 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) Ceramic tiles on the kitchen and bathroom floors must also be installed with sound deadening underlay material, and the details of this material must be submitted to Council for approval. Removal of tile floors also requires special Council approval.
  - (h) Any work involving jack hammering, chipping or grinding is limited to the hours of 11:00am to 3:00pm (maximum 4 hours per day), Monday to Fridays only. There is to be no jack hammering, chipping or grinding on weekends or on statutory holidays. The Council shall be informed of jack hammering prior to work commencing on each day of work so that Council may inform enquiring residents as to the expected hours of the work.
- (10) The failure of an Owner to comply with this section will result in a fine of \$200.00 for each contravention. A fine may be imposed every seven (7) days.

## **6. Obtain Approval Before Altering Common Property**

- (1) An Owner must obtain the written approval of the Strata Corporation before making or authorizing an alteration to common property, including limited common property or common assets.
- (2) An Owner, as part of his or her application to the Strata Corporation for permission to alter common property, limited common property or common assets, must:
  - (a) Submit, in writing, detailed plans and a description of the intended alteration;
  - (b) Obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the Strata Council; and
  - (c) Obtain the consent of the Owners by written approval of the Strata Council under bylaw 9.1.
- (3) The Strata Corporation may require, as a condition of its approval, that the Owner agree in writing, to certain terms and conditions, including, not exhaustively, the following:

- (a) That alterations be undertaken in accordance with the design or plans approved by the Strata Council or its duly authorized representatives;
- (b) That the standard of work and materials be not less than that of the existing structures;
- (c) That all work and materials necessary for the alteration be at the sole expense of the Owner;
- (d) That the Owner from time of the Strata Lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as he or she remains an Owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the Strata Corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;
- (e) That the Owner and any subsequent Owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been Owner, indemnify and hold harmless the Strata Corporation, its Council Members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the Strata Corporation as the result of such claims or demands will be the responsibility of the Owner of the strata lot who has benefited from the alteration, and the said costs or expenses incurred must be charged to that Owner and shall be added to and become part of the strata fees of that Owner for the month following the date upon which the cost or expenses are incurred, but not necessarily paid by the Strata Corporation, and shall become due and payable on the due date of payment of monthly strata fees.

(4) An Owner who has altered common property, limited common property or common assets prior to the passage of these Bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred directly or indirectly by the Strata Corporation as a result of the alteration, must be borne by the Owner who has benefited from the alteration.

(5) An Owner who, subsequent to the passage of Bylaws 8.1 to 8.3 inclusive, alters common property or limited common property without adhering strictly to these Bylaws, must restore, at the Owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the Owner refuses or neglects to restore the alteration to its original condition, the Strata Corporation may conduct the restoration at

the expense of the Owner who altered the common property or limited common property. The cost of such alteration shall be added to and become part of the strata fees of that Owner for the month following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

**7. Alterations to a Strata Lot or Common Property**

- (1) An Owner must give the council two (2) working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or unbonded tradespersons will result in the levy of fines.
- (2) A resident must not permit any construction debris, materials or packaging to be deposited in the Strata Corporation's disposal containers.
- (3) An Owner must ensure that the delivery of any construction materials is through the parking lot and, if in an elevator, the Owner must ensure the elevator is protected with proper wall pads and floor coverings. An Owner must not permit any renovations/alterations materials to be delivered through the main lobby.
- (4) A resident is responsible for ensuring that:
  - (a) Drop cloths are installed and removed daily between the elevators and the Strata Lot as well as between other doors to protect common areas from any spillage or dripping; and
  - (b) Stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the Council) and the residential corridor thoroughly vacuumed daily.
- (5) An Owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays. To perform renovations/alterations on statutory holidays, an Owner must apply for permission in writing to the Council at least five (5) business days before the holiday date.
- (6) An Owner must be in attendance for all significant renovations/alterations; the determination of significant shall be at the discretion of the council.
- (7) An Owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licenses are obtained.

(8) An Owner in contravention of Bylaws 6.1 to 6.7 (inclusive) shall be subject to a fine of (maximum \$200.00) for each contravention, as well as be responsible for any clean up or repair costs.

**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 Rules and Regulations 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.

(3) If forced entry to a Strata Lot is required due to required emergency access and the inability to contact the owner of the strata lot, the Owner shall be responsible for all costs of forced entry incurred by the Strata Corporation.

**8A. Separate Sections**

(1) The Owners of the commercial Strata Lots being Strata Lots 1 to 2 inclusive shall form a separate section (the "Commercial Section") within the Strata Corporation consisting of the non-residential Strata Lots in the Strata Plan;

(2) The Owners of the residential strata lots being Strata Lots 3 to 24 inclusive shall form a separate section (the "Residential Section") within the Strata Corporation consisting of the residential Strata Lots in the Strata Plan.

**8B. Expenses of Section**

(1) The Strata Lot Owners' contribution to the common expenses of the Strata Corporation shall be levied in accordance with this Bylaw.

(2) Except as otherwise provided herein, expenses that are not attributable exclusively to the commercial Strata Lots or exclusively to the residential Strata Lots shall be borne by the Owners of all Strata Lots in the proportion that the unit entitlement of all Strata Lots;

(3) Except as otherwise provided herein, expenses attributable exclusively to or reasonably allocable to the commercial Strata Lots including, but not so as to restrict the generality of the foregoing, the cost of utilities such as hot water,

electricity, heating and the cost of insurance, and the cost of any necessary maintenance, repair and replacements to common areas used primarily by the occupiers of the commercial Strata Lots including areas designated as limited common property for the commercial Strata Lots (but excluding pipes, wires, cables, chutes and ducts within such limited common property areas which are used by or for the benefit of all strata lots), shall be borne by the owners of the commercial Strata Lots in the proportion that the unit entitlement of each Strata Lot bears to the aggregate of the unit entitlement of all commercial Strata Lots;

- (4) Except as otherwise provided herein, expenses attributable exclusively to or reasonably allocable to the residential Strata Lots including, but not limited to, the costs of utilities such as hot water, electricity, heating and the cost of insurance and the cost of any necessary maintenance, repair and replacements to common areas used primarily by the occupiers including areas designated as limited common property for the residential Strata Lots (but excluding pipes, wires, cables, chutes and ducts within such limited common property areas which are used by or for the benefit of all Strata Lots), all costs of operation, repair, maintenance and replacement of the elevators, including electrical consumption, including without limitation electrical consumption, maintenance, repair and supervision of these areas and of repair, maintenance, purchase or replacement of equipment and furnishings in these areas shall be borne by the owners of the residential strata lots in proportion that the unit entitlement of each such Strata Lot bears to the aggregate of the unit entitlement of all residential Strata Lots.
- (5) If the cost of insurance for the Strata Corporation is increased by reason of the business or activities of the Owner or occupier of any particular Strata Lot, the amount of the increase in cost so attributable to such strata lot shall be borne solely by the Owner(s) of that Strata Lot and shall be excluded from the amount chargeable to all other Owners.

## ***Division 2 - Powers and Duties of Strata Corporation***

### **9. 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 of 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 and balconies;
- (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, railing and similar structures that enclose patios and balconies.

**9A. Power and Duties of Sections**

- (1) The Strata Corporation retains its powers and duties in matters of common interest to all the Owners.
- (2) Each separate section of the Strata Corporation shall:
- (a) Control, manage, and administer the limited common property appurtenant to the separate section or to the Strata Lots within the separate section and other assets of the separate section of the Strata Corporation for the benefit of all members of the separate section;
  - (b) Keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators, and other apparatus and equipment used in connection with the limited common property appurtenant to the separate section and other assets of the separate section;
  - (c) Maintain all areas of limited common property appurtenant to the separate section or to Strata Lots within the separate section, both internal and external, including lawns, common gardens, common parking and storage areas, public halls and lobbies;
  - (d) Maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, chutes and ducts for the time being existing in the Strata Lots within the separate section or the limited common

- property appurtenant to the separate section or to Strata Lots within the separate section and used exclusively for that section;
- (e) Collect and receive all contributions towards the expenses common to the separate section paid by the Owner and deposit the same with a savings institution; and
- (f) Pay all sums of money required to be paid on account of all services, of supplies and assessments pertaining to, or for the benefit of, the separate section.

(3) A separate section of the Strata Corporation may:

- (a) Purchase, hire or otherwise acquire personal property for use by the Owners in the separate section in connection with their enjoyment of the limited common property appurtenant to the separate section or to Strata Lots within the separate section or other assets of the separate section;
- (b) Make such rules and regulations as it may consider necessary from time to time in relation to the enjoyment, safety and cleanliness of the limited common property appurtenant to the separate section or to the Strata Lots within the separate section, or other assets of the separate section; and
- (c) Do all things necessary for the enforcement of the rules and regulations of the separate section, and for the control, management and administration of the limited common property appurtenant to the separate section or to Strata Lots within the separate section, or other assets of the separate section, generally including removing privileges in use of certain facilities or fixing and collecting fines for contravention of the rules and regulations;
- (d) Make an agreement with any occupier or tenant of a portion of the Strata Lot within the separate section for the provision of amenities or services by it to that portion of the Strata Lot;
- (e) Grant to an occupier or tenant of a portion of a Strata Lot within the separate section the right to exclusive use and enjoyment of limited common property appurtenant to the separate section or special privileges in respect thereof, such a grant to be determinable on reasonable notice, unless the separate section by unanimous resolution otherwise resolves.

(4) Any resolutions passed by the Strata Corporation or the executive of a separate section shall clearly state the particular Strata Lot or common property or limited common property to which such resolutions made by the executive of a separate section shall apply only to the Strata Lots within, and limited common property appurtenant to, that separate section or to Strata Lots within that separate section.

### **Division 3 - Council**

#### **10. Council Size and Membership**

- (1) The Council must have at least 3 and not more than 7 members. The spouse of an owner may stand for Council.
- (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 a Council member is ending is eligible for re-election.
- (4) At least one member of the Council shall be elected from and among the owners of Strata Lots in each separate section.
- (5) The powers and duties of a separate section shall, subject to any restriction imposed or any direction given at a general meeting of the separate section, be exercised and performed by the executive of the separate section and the member of the separate section may pursuant to these Bylaws elect an executive, call and hold meetings and pass resolutions in the same manner as the Strata Corporation.
- (6) Each section must elect an executive for that section and the section executive has the same powers and duties with respect to the Strata Corporation.
- (7) The executive of the commercial section shall be elected by and from and amongst the Owners within that separate section, shall consist of not less than 1 or 2 members, shall have a chair and a vice-chair and shall conduct the affairs in the same manner as the Strata Council required to conduct its affairs pursuant to these Bylaws. The executive of the residential section shall be elected by and from and amongst the Owners within that separate section, shall consist of not more than 7 or less than 3 members, shall have a chair and a vice-chair and shall conduct the affairs in the same manner as the Strata Council is required to conduct its affairs pursuant to these Bylaws.
- (8) No person shall be elected to Council and remain on Council if the Strata Corporation is entitled to register a lien on their Strata Lot under Section 116(1) of the Act.
- (9) No person may stand for Council or continue to be on Council with respect to a Strata Lot if there are amounts owing to the Strata Corporation charged against the Strata Lot in respect to administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs of remedying a contravention of

the Bylaws or Rules for which the owner is responsible under section 131 of the Act.

**11. Removing Council Member**

- (1) 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 3 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 3 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 Rules and Regulations 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 3 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. 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. 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) Council members, except for previously approved presentations and hearings or invitees of any Council member, are the only persons permitted to attend Strata Council meetings.
- (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 Council's ability to function.

**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) 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**

Council will make copies of the minutes available within 2 weeks by the following means:

- (1) By mail (please register with the Property Manager if you want to receive your minutes by mail);
- (2) By e-mail (please register with the Property Manager if you want to receive your minutes by e-mail).

**19A. Separate Sections' Minutes**

The executive of each separate section shall keep, in one location, or in the possession of one person, and shall make available on request to an Owner within the separate section or a person authorized by him:

- (a) A copy of any special or unanimous resolutions passed by the separate section;
- (b) Copies of all the legal agreements to which the separate section is a party, including management contracts, deeds, agreements for sale, leases, licences, easements or right-of-way;
- (c) Minutes of all general meetings of the separate section; and
- (d) Minutes of all meetings of the executive of the separate section.

**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 Rules and Regulations.
- (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 of 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 of 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 judgement against the Strata Corporation.

#### ***Division 4 - Enforcement of Rules and Regulations***

##### **23. Maximum Fine**

- (1) Except where specifically stated to be otherwise in these Bylaws, the Strata Corporation may fine an Owner or tenant:
  - (a) Up to \$200.00 for each contravention of a Bylaw, and
  - (b) Up to \$50.00 for each contravention of a Rule.
- (2) The Council must, if it determines in its discretion that a resident is in repeated contravention of any Bylaws or Rules of the Strata Corporation, levy fines that shall be immediately added to the strata fees for the Strata Lot and shall be due and payable together with the strata fees for the Strata Lot in the next month following such contravention.

##### **24. Continuing Contravention**

Except where specifically stated to be otherwise in these Bylaws, if an activity or lack of activity that constitutes a contravention of a Bylaw or Rule continues, without interruption, for longer than seven (7) days, a fine may be imposed every seven (7) days.

#### ***Division 5 - Annual and Special General Meetings***

##### **25. Quorum**

If within 1/2 hour from the time appointed for an Annual or Special General Meeting, a quorum is not present, the meeting stands adjourned for a further 1/2 hour on the same day and at the same place. If within a further 1/2 hour from the time of the adjournment, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum. This bylaw is an alternative to section 48 (3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

##### **26. 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 selected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

**27. Participation by Those 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 Rules and Regulations of the Strata Property Act is not included as part of these Rules and Regulations.

**28. Voting**

- (1) Except on matters requiring a unanimous vote, the vote for a Strata Lot may not be exercised if the Strata Corporation is entitled to register a lien against that Strata Lot under section 116 (1) of the Act.
- (2) Except on matters requiring a unanimous vote, the vote for a Strata Lot may not be exercised if there are amounts owing to the Strata Corporation charged against the Strata Lot in respect to administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the Bylaws or Rules.
- (3) Except on matters requiring a unanimous vote, the vote for a Strata Lot may not be exercised if there are amounts owing to the Strata Corporation charged against the strata lot in respect to administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the Bylaws or Rules, including legal costs, for which the Owner is responsible under section 131 of the Act.
- (4) At an Annual or Special General Meeting, voting, cards must be issued to eligible voters.
- (5) 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.
- (6) 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.

- (7) 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.
- (8) 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.
- (9) Despite standards set out in Bylaws 28.1 to 28.8 (inclusive), an election of Council or removal of a Council Member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

## **29. 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***

### **30. Arranging to Move**

- (1) An appointment for a moving in/out time must be made with the Property Manager. Every Owner or Tenant moving either into or out of the building must complete a move in/out form. By signing this form, the individual agrees to comply with these Rules and Regulations.

- (2) A minimum of 72 hours notice is required to be given to the Property Manager prior to any move in/move out.
- (3) Move-ins and move-outs are allowed only between the hours of 9:00am and 8:00pm, with no booking starting later than 5:00pm. Moves must be finished by 8:00pm.
- (4) Full instructions for the operation of the move will be given by the Property Manager.
- (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 Property Manager before permission to move in or out will be given. The Property Manager will then lock out the elevator. Following completion of the move, an inspection of the common areas will be conducted to confirm that no damage was incurred. Any damage caused to the building during a move in/out will be assessed by the Property Manager, and the cost of repairing this damage will be deducted from the aforementioned damage deposit. Damage in excess of the deposit will be charged to that Strata Lot Owner's account. The Strata Corporation reserves the right to charge any additional costs associated with moves
- (6) A resident using the elevator during a move must ensure that the elevator service key is used to control the elevator and the doors not jammed open in any manner. The Strata Corporation may collect a refundable deposit fee for the elevator key.
- (7) Elevator mats and pads must be installed to protect the elevator when moving any furniture.
- (8) A move-in fee of \$100.00 must be paid by the Owner to the Strata Corporation before a move in can proceed. A move-in fee of \$75.00 shall be paid for all internal moves in the building.
- (9) The Property Manager and the moving party will make a before and after inspection of the area through which the moving will take place. If any 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.
- (10) During the move, all lobby and garage doors must remain closed and locked when unattended.

- (11) The Property Manager will require to have in their possession the following documentation before a move-in can commence (no exceptions will be made):
- I. A completed resident's information form;
  - II. A copy of a valid certificate of liability insurance for the persons(s) moving in;
  - III. A copy of a completed Form K if the new resident is a tenant;
  - IV. A signed receipt indicating that they have received and reviewed the Rules and Regulations and house rules of a Strata Corporation; V. A receipt for the \$200.00 deposit;
  - VI. A receipt for the move-in fee.

(12) A resident must not allow a Strata Lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the Strata Lot or on common property. Any expenses incurred by the Strata Corporation to remove such refuse will be charged to the Strata Lot Owner.

- (13) A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose, recyclable material is kept in designated areas and material other than recyclable or ordinary household refuse and garbage is removed appropriately.

## ***Division 7 - Motor Vehicles and Parking***

### **31. Use of Parking Garage**

- (1) Any Owner, tenant or occupant may use the parking space that has been specifically assigned to his or her Strata Lot for one vehicle or motorcycle.
- (2) The parking spaces assigned to a Strata Lot shall not be rented or leased to a non-resident.
- (3) All motor vehicles parked in the garage must be registered with the Property Manager. If an Owner changes a vehicle and/or licence plates, he must notify the Property Manager immediately.
- (4) All non-registered vehicles parked in the loading zone designated spot and belonging to specific Strata Lot's Owner(s) may remain there for a short-term parking only if Visitor Parking sign with Owner's authorization displayed clearly on the dashboard. Any vehicles lacking this sign will be towed away immediately at Owner's expense.

- (5) An Owner, tenant or occupant shall be parked in designated and assigned parking spaces only; no motor homes, trailers, boats or equipment of any kind shall be parked on the common property.
- (6) An owner must not sell, lease or licence parking stalls to any person other than to another owner or occupant of BCS849.
- (7) Motor vehicles found in unauthorized areas will be removed immediately, without notice, at the vehicle Owner's sole expense.
- (8) No motor vehicles shall be parking in a manner that will reduce the width of the garage, roadway, neighbour's parking spaces, stairwells and or/walkways. Motor vehicles found parked in this manner shall, without notice, be removed at the vehicle Owner's sole expense.
- (9) 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.
- (10) No repairs to motor vehicle shall be carried out on common property.
- (11) Oil leaks and exhaust pollution 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 that Strata Lot's Owner. Any cars found to leak oil can be requested not to park on common property.
- (12) Only motorized, currently licensed and 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.
- (13) An Owner, tenant or occupant who finds an unauthorized vehicle parked in his assigned parking space must inform the Property Manager and contact the towing company to have the vehicle removed at the vehicle Owner's sole expense.
- (14) The speed limit within the common property is 10 kilometres per hour.

- (15) No honking or other noise, which is a nuisance, will be made by any vehicle in the Strata Plan. Owners of vehicles with car alarms are asked to ensure that the alarms are not overly sensitive to passing motor vehicles.
- (16) Fire lanes must not be obstructed at any time.
- (17) Any vehicle violating the parking Rules and Regulations may be towed away immediately at the vehicle Owner's sole expense.
- (18) Any vehicle parked in the designated Right of Way spot will be towed away immediately at the vehicle Owner's sole expense.
- (19) No parking in entrance driveway.
- (20) No designated visitor parking exists with the Greenshields' parking garage. Any unauthorized vehicle will be towed at the Owner's sole expense.
- (21) Any unauthorized motor vehicle in the parking garage, including motorcycles, will be removed at the Owner's sole expense.

## ***Division 8 - Building Security***

### **32. Building Security Regulations**

- (1) No one shall leave open or unlock any outside entrance or exterior and interior fire exit door.
- (2) No one shall allow strangers to enter the building at any time. Do not allow unidentified persons to follow you through the entrance door or garage doors when you enter. If a person will not identify themselves or show their key card, notify the Property Manager, a Strata Council member or Gastown Security immediately.
- (3) Residents should report to the Property Manager or the police any suspicious person(s) or activities in or around the building.
- (4) All keys, fobs, access cards and remotes to locks and doors on the common property will be made and issued only with the authority of the Council. If any keys, fobs, access cards and remotes to locks and doors on the common property are lost or stolen, the same must be reported immediately to the Property Manager. Individual Owners will be charged for loss of keys to the common property as well as for all changes/replacements of the common property locks.
- (5) All key cards and garage remotes must be registered with the Property Manager, who is the only person responsible for inputting the same into the building systems.

Any changes made to the system by unauthorized personnel will be immediately rectified, and Owner(s) will be open to legal action.

- (6) All requests for extra key cards and garage remotes should be made to the Property Manager who will forward them to the Council for approval. Requests for additional key cards and garage remotes can only be made by an Owner. The key cards will be issued by the Property Manager upon Strata Corporation approval at a cost of \$20.00 each. The garage remotes will be issued by the Property Manager upon Strata Corporation approval at a replacement cost plus a \$50.00 handling charge fee. The maximum numbers of key cards allowed are the maximum number of occupants allowed under Division 1, Rule and Regulation 3 (36), plus one. The maximum of garage remotes allowed to individual Owner(s) is one (1) per Strata Parking Lot Owner.
- (7) All key cards lost or stolen must be reported to the Property Manager immediately. (8) All garage remotes lost or stolen must be reported to the Property Manager immediately.
- (9) No soliciting will be permitted within the Strata Plan under any circumstances.
- (10) Security of the building cannot be maintained without the full cooperation and observance of these Rules and Regulations by all residents.

### ***Division 9 - Hazards and Insurance***

#### **33. Rules Regarding Hazards and Insurance**

- (1) Smoking is not permitted in any of the common areas, including but not limited to the elevators, lobbies, stairwells and parking garage. Alcohol is not permitted in any common areas.
- (2) No waterbeds are permitted.
- (3) Owners, tenants and occupants are responsible for any damage caused by an appliance or other fixtures within their Strata Lot.
- (4) All freshly cut and "live" Christmas trees are prohibited in the building.
- (5) Owners, tenants and occupants shall not do anything that will cause a safety hazard to the building and/or other residents including but not limited to 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.

- (6) No one shall be allowed to play, skateboard, or roller blade in the underground parking areas, or any other common areas at any time.
- (7) Owners, tenants and occupants must not permit explosive combustible, flammable or offensive materials to be stored within their Strata Lot or on common property.
- (8) All tenants, residents and Owners of Strata Plan BCS849 must have at least \$1,000,000 liability insurance prior to completion of purchase, or occupancy. Certificate of insurance must be provided at time of "move-in" booking.
- (9) Nothing shall be allowed to fall from a window or balcony of a Strata Lot. Cigarettes, matches, bottles, cans or any other item dropped or thrown from a Strata Lot will result in an immediate \$200.00 fine.
- (10) If forced entry to a Strata Lot is required due to required emergency access and the inability to contact the Owner of the Strata Lot, the Owner shall be responsible for all costs of forced entry incurred by the Strata Corporation.

### **33A. Insurance Deductible**

An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any Strata Lot by the Owner's act, omission, negligence, carelessness, appliance malfunction, water leak or overflow or by that of an Owner's visitors, occupants, guests, employees, agents, tenants or a member of the Owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of bylaws 3.1 & 3.2, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the Owner.

## ***Division 10 - Resale of Strata Lot***

### **34. Rules Regarding Strata Lot Resale**

- (1) Upon conveyance of a Strata Lot, the purchaser must provide the Strata Corporation with completed lease assignments for parking stalls for the conveyed Strata Lot.
- (2) Owners who assign the lease for a parking stall other than at time of purchase must provide the lease assignment to the Strata Corporation.

## ***Division 11 - Bicycles, Rollerblades, Rollerskating and Skateboards***

### **35. Rules Regarding Bicycles & Blading**

- (1) Bicycles shall be kept in designated bicycle storage areas only. No bicycles are permitted in the elevators, stairways, Strata Lots, or on balconies or patios.
- (2) Bicycles are not permitted at anytime inside the common areas, except the bicycle storage area and parking garage.
- (3) Bicycles found on common area property outside of the designated bicycle storage rooms will be considered abandoned and will be removed immediately.
- (4) The Strata Corporation assumes no responsibility for bicycles left inside or outside of the designated bicycle storage rooms.
- (5) Only one bike is permitted per slot.
- (6) Skateboarding, rollerblading or roller-skating is not permitted on any common areas of the Strata Plan.

### ***Division 12 - Storage/Storage Lockers***

#### **36. Rules on Storage**

- (1) No part of the common property except areas designated by the Strata Corporation will be used for storage.
- (2) The Strata Corporation assumes no responsibility for the contents stored in lockers assigned to a Strata Lot.
- (3) No flammable, explosive, odorous or other noxious or hazardous materials shall be kept within any storage locker.

### ***Division 13 - Barbecues***

#### **37. Rules on Outdoor Cooking Devices**

- (1) Only small propane or electric barbecues are permitted.
- (2) All propane tank valves are to be in the "off" position when not in use, or when being carried through the common property.
- (3) Barbecuing is permitted on the balconies and patios of each 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 can only be stored on your balcony.

(5) Barbecues must be kept clean to reduce smoke and odours disturbing other residents.

(6) Non-compliance with (5) will result in a fine being levied against the Strata Lot. (7) The

Owner, tenant, or occupant shall hold harmless the Strata Corporation, their agents and officers from any damages or liabilities relating to the use of barbecues.

#### ***Division 14 - Severability***

##### **38. Rules on Severability**

- (1) Should any portion of these Rules and Regulations be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the Rules and Regulations, 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 Rules and Regulations, wherever the singular or masculine may be used, it shall be construed as meaning the plural or feminine or body corporate where the context requires.

#### ***Division 15 - Open Houses***

##### **39. Rules on Holding an Open House**

- (1) "Open House" for the purposes of the 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 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 10:00am and 4:00pm on either Saturday or 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 applied, in writing, to the Strata Council through the management company, for permission to advertise and to conduct an Open House and that permission has been granted; and
- (b) The Owner or Owner's Agent advises the Property Manager, in writing, at least 72 hours prior to the date of the Open House,

(4) Upon receiving the permission of the Strata Council 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 that the Sign:

- (a) Is of 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 immediately away from 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) The Owner is responsible for any and all damages incurred by the Strata Corporation that 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.

(7) No Owner, Owner's Agent or Realtor shall conduct an Open House on a time overlapping a day when another resident of the Strata Corporation is moving in or moving out of the building. With reference to Clause 3 (1) of this Bylaw, no permission shall be granted by the Strata Council for an Open House to be advertised or conducted when a "move in" or a "move out" is planned.

(8) In the event that this Bylaw is breached by 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 \$100.00 by the Strata Corporation.

## **Division 16 - Rentals**

### **40. Residential Rentals, Restrictions, Permissions & Application of Waiting List**

- (1) Only 50% of strata lots within the strata corporation may be leased at any one time.<sup>1</sup>
- (2) An owner wishing to lease a strata lot must apply in writing to the council for permission to rent before entering into a tenancy agreement. Tenancy of unit must be a period of one year or more.
- (3) If the number of strata lots leased at the time an owner applies for permission to lease has reached the limit stated in bylaw 1.1, excluding exempt strata lots pursuant to sections 142, 143 and 144 of the Act and section 17.15 of the Regulations, the council must refuse permission and notify the owner of the same in writing, as soon as possible stating that the limit has been reached or exceeded, as the case may be, and place the owner of the strata lot on a waiting list to be administered by the council based upon the date of the request for permission to rent.
- (4) If the limit stated in bylaw 1.1 has not been reached at the time the owner applies for permission to lease a strata lot, excluding exempt strata lots pursuant to sections 142, 143 and 144 of the Act and section 17.15 of the Regulations, the council shall grant permission and notify the owner of the same in writing as soon as possible.
- (5) An owner receiving permission to lease a strata lot must exercise the permission to lease within 90 days from the date that the council granted same, otherwise the permission expires. During the 90 days immediately following the grant of permission, the strata lot shall be deemed leased for the purposes of the limit stated in bylaw 1.1.
- (6) Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
- (7) Within two weeks of renting a 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 accordance with section 146 of the Act.
- (8) Where an owner leases a strata lot in contravention of bylaws 1.1, 1.2 or 1.3, the owner shall be subject to a fine of \$500.00 and the strata corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or Court injunction to enforce the bylaw. Any legal costs incurred by the strata corporation in enforcing the rental restriction bylaws shall be the responsibility of the contravening owner and shall be recoverable from the owner on a solicitor and own client basis by the strata corporation.

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<sup>1</sup> Passed at an Annual General Meeting held on December 12, 2007.

- Your electronic signature is a representation by you that:
    - you are a subscriber; and
    - you have incorporated your electronic signature into
      - this electronic application, and
      - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
  - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
    - the supporting document is identified in the imaged copy of it attached to this electronic application;
    - the original of the supporting document is in your possession; and
    - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.
- 

1. CONTACT: (Name, address, phone number)

Deduct LTSA Fees? Yes

---

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

LTO Document Reference:

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3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

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**Strata Property Act**  
**Form | Amendment to**  
**Bylaws (Section 128)**

The Owners, Strata Plan BCS 849 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an annual or special general meeting held on December 17<sup>th</sup>, 2015:

Wording of Bylaw amendment  
(see attached)

Signature of Council Member

Signature of Second Council Member

## BCS 849 - GREENSHIELDS

### % VOTE RESOLUTION #1 - BYLAW AMENDMENT

**WHEREAS** a strata corporation pursuant to section 128 of the Strata Property Act, S.B.C. 1998, c.43 may amend its bylaws by a resolution passed by a % vote;

**AND WHEREAS THE OWNERS, STRATA PLAN BCS849** wish to amend the bylaws of the Strata Corporation at this Annual General Meeting;

**NOW THEREFORE BE IT RESOLVED** by a% vote of **THE OWNERS, STRATA PLAN BCS849** (The Strata Corporation) at this general meeting held on December 17, 2015 that bylaw section 32 (6) be amended as follows:

Replace current Bylaw 32 (6):

#### ***Division 8 - Building Security***

##### **32. Building Security Regulations**

*{6} All requests for extra key cards and garage remotes should be made to the Property Manager who will forward them to the Council for approval. Requests for additional key cards and garage remotes can only be made by an Owner. The key cards will be issued by the Property Manager upon Strata Corporation approval at a cost of \$20.00 each. The garage remotes will be issued by the Property Manager upon Strata Corporation approval at a replacement cost plus a \$50.00 handling charge fee. The maximum numbers of key cards allowed are the maximum number of occupants allowed under Division 1, Rule and Regulation B {36}, plus one. The maximum of garage remotes allowed to individual Owner(s) is one (1) per Strata Parking Lot Owner.*

Proposed Bylaw 32 (6):

#### ***Division 8 - Building Security***

##### **32. Building Security Regulations**

*{6} All requests for extra fobs and garage remotes should be made to the Property Manager who will forward them to the Council for approval. Requests for additional fobs and garage remotes can only be made by an Owner. The fobs will be issued by the Property Manager upon Strata Corporation approval at a cost determined by Council at the time of issuing the fob. The garage remotes will be issued by the Property Manager upon Strata Corporation approval at a replacement cost plus handling charge fee determined by Council at the time of issuing the garage remote. The maximum numbers of fobs allowed are the maximum number of occupants allowed under Division 1, Rule and Regulation 3 {36}, plus one. The maximum of garage remotes allowed to individual Owner(s) is one {1} per Strata Parking Lot Owner.*

**End of Resolution #1**



**Strata Property Act**  
**Form | Amendment to**  
**Bylaws (Section 128)**

The Residential Owners, Strata Plan BCS 849 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an annual or special general meeting held on December 17<sup>th</sup>, 2015:

Wording of Bylaw amendment  
(see attached)

Signature of Council Member

9 1sJ.-

Signature of Second Council Member

## **BCS 849 - GREENSHIELDS (RESIDENTIAL SECTION)**

### **% VOTE RESOLUTION #2- BYLAW AMENDMENT- RESIDENTIAL RENTALS**

[Note: The rental restrictions contained in Bylaws 40(1) and 40(2) were first adopted by% vote resolution of the owners passed at the December 12, 2007 general meeting and were filed under the New Westminster Land Title Office, file no. BB0633409. The restrictions have not been repealed and are merely restated as Bylaws 40(1) and 40(2) for convenience.]

- 40 Residential Rentals, Restrictions, Permissions & Application of Waiting List
- (1) Only 50% of the residential strata lots within the strata corporation may be rented at any one time.
  - (2) An owner wishing to rent a strata lot must apply in writing to the council for permission to rent before entering into a tenancy agreement. Tenancy of unit must be a period of one year or more.
  - (3) If the number of strata lots rented at the time an owner applies for permission to rent has reached the limit stated in bylaw 40(1), excluding exempt strata lots pursuant to sections 142, 143 and 144 of the Act, the council must refuse permission and notify the owner of the same in writing, as soon as possible stating that the limit has been reached or exceeded, as the case may be, and place the owner of the strata lot on a waiting list to be administered by the council based upon the date of the request for permission to rent.
  - (4) If the limit stated in bylaw 40(1) has not been reached at the time the owner applies for permission to rent a strata lot, excluding exempt strata lots pursuant to sections 142, 143 and 144 of the Act, the council shall grant permission and notify the owner of the same in writing as soon as possible.
  - (5) An owner receiving permission to rent a strata lot must exercise the permission to rent within 90 days from the date that the council granted same, otherwise the permission automatically expires. During the 90 days immediately following the grant of permission, the strata lot shall be deemed rented for the purposes of the limit stated in bylaw 40(1).
  - (6) Permission to rent a strata lot granted pursuant to this bylaw 40 ceases on the earlier of:
    - (a) the end of the tenancy entered into immediately following the grant of permission to rent;
    - (b) the date on which the owner who received permission to rent ceases to be a registered owner of the strata lot;

- (c) the date on which the owner who received permission to rent commences residing in the strata lot; and
- (d) the date referred to in bylaw 40(5).

Once permission to rent ceases, an owner must re-apply for permission to rent in accordance with this bylaw 40, including bylaw 40(3).

- (7) Prior to possession of a strata lot by a tenant, the landlord must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
- (8) Within two weeks of renting a 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 accordance with section 146 of the Act.
- (9) Where an owner rents a strata lot in contravention of bylaws 40(1), 40(2), 40(3), 40(5) or 40(6), the owner shall be subject to a fine of \$500.00 and the strata corporation shall take all necessary steps to terminate the rental or tenancy, including, but not limited to, seeking a declaration or Court injunction to enforce the bylaw. Any legal costs incurred by the strata corporation in connection with the enforcement of the rental restriction bylaws shall be the responsibility of the contravening owner and shall be recoverable from the owner on a solicitor and own client basis by the strata corporation.

**END OF RESOLUTION #2**

**LOCK**

- Your electronic signature is a representation by you that:
  - you are a subscriber; and
  - you have incorporated your electronic signature into
    - this electronic application, and
    - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
  - the supporting document is identified in the imaged copy of it attached to this electronic application;
  - the original of the supporting document is in your possession; and
  - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

**Garry Gracey**  
**HX5N61**  
 c=CA, cn=Garry Gracey  
 HX5N61, o=Notary,  
 ou=Verify ID at  
 www.juricert.com/  
 LKUP.cfm?id=HX5N61

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

1. CONTACT: (Name, address, phone number)

**Import Profile**

Re/max dWell Property Management  
270-4311 Viking Way

604-821-2999

Richmond BC V6V 2K9

Document Fees: \$28.63

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**NO PID NMBR THE OWNERS, STRATA PLAN BCS849**

**PID NMBR**

Related Plan Number: **BCS849**

**Use 30 Parcel Schedule**

**Use 3 Parcel Schedule**

**Strata Property Act**

**Form I**

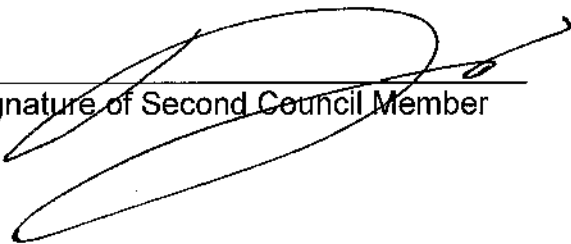
**Amendment to Bylaws**

(Section 128)

The Owners, Strata Plan BCS 849 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an Annual General Meeting held on January 10, 2019:

Wording of Bylaw amendment  
(see attached)

  
\_\_\_\_\_  
Signature of Council Member

  
\_\_\_\_\_  
Signature of Second Council Member

3/4 VOTE RESOLUTION "B1"  
BYLAW AMENDMENT (NO SMOKING BYLAW)

(Approved by Owners at the AGM held on January 10, 2019)

WHEREAS , it is desirable for the protection, promotion and preservation of health for the owners, tenants, guests, visitors and employees of BCS 849 – Greenshields;

BE IT RESOLVED by a 3/4 vote resolution of The Owners, Strata Plan BCS849, in person or by proxy at this General Meeting on January 10<sup>th</sup>, 2019 that the bylaws of Strata Corporation BCS 849 – Greenshields be amended by adding Bylaw 41. under Division 17 - No Smoking Bylaw to read:

**Division 17 – No Smoking Bylaw**

41. Smoking is banned anywhere in or around the building, including in commercial and residential strata lots, on the Strata Corporation's limited common property, common property and 8 meters measured horizontally and/or vertically of any opening into any building, including any window or door that opens or any air intake, unless the strata council designates a smoking area.

This smoking ban includes, but is not limited to, owners, tenants, guests, visitors and employees on the strata corporation's property.

**Definitions:**

**Limited common property** includes, but is not limited to, decks, patios, stairwells, garages and walkways;

**Smoke or smoking** means to purposely inhale or exhale smoke from or burn or carry, a lighted cigarette, cigar, pipe, e-cigarette or other smoking equipment that burns or vaporizes nicotine, marijuana or other substance.

**E-cigarette** means a product or device, whether or not it resembles a cigarette, containing an electronic or battery-powered heating element capable of vaporizing a substance for inhalation or release into the air;

**Building** includes a structure.

Jan-29-2020 16:32:14.001

CA8007890

STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

LOCK

PAGE 1 OF 2 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

Alan Ives  
Chim RKXS11c=CA, cn=Alan Ives Chim  
RKXS11, o=Lawyer,  
ou=Verify ID at  
www.juricert.com/  
LKUP.cfm?id=RKXS11

1. CONTACT: (Name, address, phone number)

Import Profile

RE/MAX dWell Property Management

Telephone: 604-821-2999 lc

Suite 170 - 4311 Viking Way

Richmond

BC V6V 2K9

Document Fees: \$29.66

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**NO PID NMBR THE OWNERS, STRATA PLAN BCS849**

PID NMBR

Related Plan Number: **BCS849**

Use 30 Parcel Schedule

Use 3 Parcel Schedule

15.00630508

0

optional use for local file reference

**Strata Property Act**

**Form I**

**Amendment to Bylaws**

(Section 128)

The Owners, Strata Plan BCS849 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an annual or special general meeting held on November 26, 2019:

**RESOLUTION "B" - SHORT TERM ACCOMMODATION BYLAW**


BE IT RESOLVED by a 3/4 vote resolution of The Owners, Strata Plan BCS849, that the bylaws of Strata Plan BCS 849 be amended by adding Bylaw 42 as follows:

**42. Short-Term Accommodation Restriction**

(1) An owner, tenant or occupant must not use or permit the use of all or part of a strata lot as short-term accommodation (short term defined as less than 30 consecutive days) by anyone who, directly or indirectly, pays or gives the owner, tenant or occupant any fee, compensation or other remuneration. Without restricting the generality of the foregoing, an owner, tenant or occupant must not:

- (i) enter into a license for the use of all or part of a strata lot;
- (ii) permit any strata lot or part thereof to be used or occupied as vacation, travel or temporary accommodation (such as, but not limited to, Airbnb or Vacation Rental By Owner) for any period of time; or
- (iii) directly or indirectly advertise, market, promote or license for use any strata lot or part thereof as vacation, travel or temporary accommodation (such as, but not limited to, Airbnb or Vacation Rental By Owner) for any period of time.

(2) An owner, tenant or occupant who uses a strata lot in contravention of subsection (1) may be subject to a fine of \$1,000 for each day that the strata lot is used in contravention of this bylaw.



Signature of Council Member



Signature of Second Council Member