

# **BYLAWS**

**STRATA PLAN EPS8296**

**ONE BURRARD PLACE  
1289 HORNBY STREET  
VANCOUVER, BC**

## **NOTICE**

The attached bylaws for Strata Plan EPS8296 are in addition to those bylaws contained in the Strata Property Act of B.C. In addition to bylaws, there could also be “Rules” which are not registered at the Land Title Office. **For legal purposes, you should obtain a true copy of the bylaws from the Land Title Office.**

*(Updated December 4, 2023)*

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

### **1. Payment of strata fees**

#### **a. Payment:**

- (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 bylaw 1 (1 ), outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of up to \$200 for each contravention of bylaw 1 (1 ).
- (3) An owner must provide the strata corporation or its agent with 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, a written authorization for monthly automatic debit from the owner's bank account or confirmation of electronic funds transfer.
- (4) Failure by an owner to submit monthly, post-dated strata fee cheques or written authorization for automatic debit or confirmation of electronic funds transfer, in accordance with bylaw 1 (3), is a contravention of bylaw 1 (3) and the strata corporation will levy a fine of up to \$200 for each contravention. In addition, the management company, for the strata corporation, will have an administration charge for handling dishonored cheques or automatic debit.
- (5) Failure to pay a special levy on or before the due date will result in a fine of up to \$200 for each contravention of bylaw 1 (5).

#### **b. Cost Recovery**

- (1) The strata council may proceed under the Small Claims Act or the Civil Resolution Tribunal Act, without further authorization by the owners, to recover money owing to the strata corporation from an owner or any other person, including money owing as administration fees, bank charges, fines, penalties, interest, insurance deductibles or the costs, including legal costs, of remedying a contravention of the bylaws or bylaws and to recover money which the strata corporation is required to expend for loss or damage caused by an owner or by an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.
- (2) For the purposes of Section 133(2) of the Act, reasonable costs of remedying a contravention of the Strata Corporation's bylaws or Rules shall be interpreted to include, but not limited to, legal costs comprised of legal fees, taxes, disbursements, and other related expenses as between a solicitor and own client/full indemnity basis.
- (3) Any legal costs or expenses incurred by the Strata Corporation to collect any arrears shall be charged to that owner and shall be added to and become part of the assessment of that owner for the month following the date on which the legal expenses were incurred, but not necessarily paid by the corporation, and shall become due and payable on the date of the payment of the monthly assessment.

## **2. Repair and maintenance of property by Owner**

- (1) An Owner must repair and maintain the Owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.
- (2) An Owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these bylaws.

## **3. Use of property**

- (1) An Owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
  - (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal, or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An Owner, tenant, occupant or visitor shall not:
  - (a) use his or her strata lot for any purpose which may be injurious to the reputation of the building;
  - (b) make undue noise in or about any strata lot or common property;
  - (c) keep any animals on his strata lot or the common property after notice not to do so from the strata council;
  - (d) make or cause to be made any structural alteration to his strata lot, or paint, decorate, or add to or remove any structure from the exterior of the building or the strata lot or add to or alter the wiring, plumbing, piping, or other services on his strata lot, or within any bearing or party wall or the common property without first obtaining the written consent of the strata council; or
  - (e) smoke on or in:
    - (i) common property;
    - (ii) limited common property; or

- (iii) his or her strata lot within 7.5 meters measured on the ground directly below any point of any opening into any building including any door or window that opens or any air intake.

For the purposes of this Bylaw 3(2)(e), smoke includes burning a cigarette or cigar, or burning any substance using a pipe, hookah pipe, lighted smoking device or electronic smoking device.

- (3) An Owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (4) (i) Notwithstanding any terms, an Owner, tenant or occupant must not use or permit the use of all or part of a residential strata lot for use as short term rental under 30 days ("Short Term Accommodation"), by anyone who, directly or indirectly, pays or gives the owner, tenant or occupant any fee, compensation or other remuneration. Without restricting the generality of the foregoing, for greater clarity, an owner, tenant or occupant must not:
  - (a) enter into a license for the use of all or part of a strata lot for any period of time under 30 days; or (b) permit any strata lot or part thereof to be used or occupied as vacation, travel or temporary accommodation (including but not limited to Airbnb or Vacation Rental By Owner) for any period less than 30 days, save and except rental for 30 days or over 30 days is permissible.
  - (ii) The strata corporation may fine an owner or tenant \$1,000.00 daily for each contravention of bylaw (i).
  - (iii) An owner or tenant, as the case may be, shall be liable to and shall indemnify the Strata Corporation on a solicitor and own client/full indemnity basis for all legal fees, taxes and disbursements incurred or expended by the Strata Corporation as a consequence of a violation of bylaw (i) and incurred or expended to pursue recovery of all fines imposed pursuant to bylaw (ii). Such expenses shall become part of the assessment of the owner or tenant responsible for the bylaw violation and bylaw enforcement and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the Strata Corporation may not register a lien against such separate component.

#### **4. Inform Strata Corporation**

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

## **5. Obtain approval before altering a strata lot**

- (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
  - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
  - (f) common property located within the boundaries of a strata lot;
  - (g) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act.
- (2) The Strata Corporation must not unreasonably withhold its approval under subsection (1) but may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) This section does not apply to a strata lot in a bare land strata plan.

## **6. Obtain approval before altering common property**

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

## **7. Permit entry to strata lot**

- (1) An Owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:
  - (a) in an emergency, without notice, to prevent property damage to the common property or another strata lot or those portions of a strata lot that are the responsibility of the strata corporation under these bylaws; and
  - (b) at a reasonable time, on a minimum of twenty-four (24) hours written notice:
    - (i) to inspect, maintain or repair the condensation dryer, the components of the HVAC system located within the strata lot, common property and/or

common assets; or

- (ii) to ensure the Strata Property Act (British Columbia), as amended or replaced, and these bylaws are being complied with.
- (2) The notice referred to in Bylaw 7(1)(b) must include the date, the approximate time of entry and the reason for the entry.
  - (3) If the authorization cannot be obtained then the person authorized by the strata corporation to enter the strata lot may do so by using reasonable force on the locking devices, and the replacement of the locking device and any resulting damage to the door and door frame will be at the expense of the strata lot Owner.

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

### **8. Repair and maintenance of property by Strata Corporation**

The Strata Corporation must repair and maintain all of the following:

- (a) common assets of the Strata Corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to
  - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
  - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
    - (A) the structure of a building;
    - (B) the exterior of a building;
    - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
    - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
    - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
  - (i) the structure of a building,
  - (ii) the exterior of a building,

- (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
- (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
- (v) fences, railings and similar structures that enclose patios, balconies and yards.

The Strata Corporation may, at the Owners' cost, cause the condensation dryers and certain components of the HVAC system located within the strata lots to be annually maintained and serviced.

### **Division 3 — Council**

#### **9. Council size**

- (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- (2) If the strata plan has fewer than 4 strata lots or the Strata Corporation has fewer than 4 Owners, all the Owners are on the council.

#### **10. Council members' terms**

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

#### **11. Removing council member**

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

#### **12. Replacing council member**

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

- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

### **13. Officers**

- (1) At the first meeting of the council held after each annual general meeting of the Strata Corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president:
  - (a) while the president is absent or is unwilling or unable to act, or
  - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

### **14. Calling council meetings**

- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if:
  - (a) all council members consent in advance of the meeting, or
  - (b) the meeting is required to deal with an emergency situation, and all council members either
    - (i) consent in advance of the meeting, or
    - (ii) are unavailable to provide consent after reasonable attempts to contact them.

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

**15. [Repealed 2009-17-35]**

**16. Quorum of council**

- (1) A quorum of the council is
  - (a) 1, if the council consists of one member,
  - (b) 2, if the council consists of 2, 3 or 4 members,
  - (c) 3, if the council consists of 5 or 6 members, and
  - (d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

**17. Council meetings**

- (1) At the option of the strata council, strata council meetings may be held by electronic means if at all times strata council members and other participants can communicate with each other, whether or not communication is synchronous or asynchronous, and vote on any motions or matters on the agenda of the strata council meeting, before a decision of the strata council is made.
- (2) Without limiting the foregoing electronic means includes any virtual electronic meeting platform, any telephone conferencing platform, or an electronic mail (email) platform. Decisions made by electronic means at a strata council meeting using any of the electronic meeting platforms available to the strata council are valid and enforceable as if they were decisions made at an in-person strata council meeting provided the outcome of the decision, including the vote of the decision made by electronic means, is recorded and included in strata council meeting minutes issued not less than two weeks following the decision made by electronic means.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
  - (a) bylaw contravention hearings under section 135 of the Act;
  - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
  - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

**18. Voting at council meetings**

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

**19. Council to inform Owners of minutes**

The council must inform Owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

**20. Delegation of council's powers and duties**

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

**21. Spending restrictions**

- (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

- (2) Despite subsection (1), a council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

## **22. Limitation on liability of council member**

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

## **Division 4 — Enforcement of Bylaws and Rules**

### **23. Maximum fine**

- (1) The Strata Corporation may fine an Owner or tenant a maximum of
  - (a) \$200 for each contravention of a bylaw,
  - (b) \$50 for each contravention of a rule.
  - (c) \$1,000 for each contravention of a bylaw that prohibits or limits use of all or part of a residential strata lot for remuneration as Short Term Accommodation (rental under 30 days).
- (2) The Strata Corporation may impose a fine on an Owner or tenant for a continuing contravention of a bylaw or rule every 7 days.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, expenses, interest charges and any other expenses incurred by either the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

### **24. Continuing contravention**

If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days. In the case of a bylaw that prohibits or limits use of all or part of a residential strata lot for remuneration as Short Term Accommodation (rental for any period under 30 days), a fine of \$1,000.00 may be imposed daily.

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

### **25. Person to chair meeting**

- (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

## **26. Participation by other than eligible voters**

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

## **27. Voting**

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

## **28. Order of business**

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

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

## **Division 6 — Voluntary Dispute Resolution**

### **29. Voluntary dispute resolution**

- (1) A dispute among Owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
  - (a) all the parties to the dispute consent, and
  - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of:

- (a) one Owner or tenant of the Strata Corporation nominated by each of the disputing parties and one Owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
  - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

## **Division 7 — Marketing Activities by Owner Developer**

### **30. Promotion**

- (1) During the time that the Owner Developer of the Strata Corporation is the Owner or lessee of any strata lots, it shall have the right to maintain any strata lot or strata lots, whether owned or leased by it, as a display unit or marketing center, and to carry on marketing, sales or leasing functions it considers necessary in order to enable it to sell or lease the strata lots within the development or other developments.
- (2) As may be reasonably determined by the Owner Developer in order to enable or assist it in marketing or selling any strata lot within the development or other developments by the owner developer or a party related to or affiliated with the owner developer, it may:
  - (a) use any area of the common property to conduct the marketing, sale or lease of strata lots (including by way of hosting promotional events) for up to 48 months after the date of first occupancy of any strata lot within the development;
  - (b) use any area of the common property to carry on any marketing activities (including without limitation photography and/or video sessions) in connection with the sale or lease of strata lots in the strata plan or other strata lots and/or properties owned by the Owner Developer or such related entity for up to 48 months after the date of first occupancy of any strata lot in the strata plan; and
  - (c) have access to any and all parts of the common property and common facilities for the purpose of showing units, the common property and the common facilities to prospective purchasers and their representatives for as long as the owner developer considers necessary in order to market or sell any such strata lots.
- (3) Signs advertising the sale, lease or open house of a strata lot must be displayed on the common post, directory board or directory tree supplied by the strata corporation and may not be displayed in the windows or on the balcony of a strata lot. Notwithstanding the foregoing, marketing signs of the owner developer may be displayed on the common property and/or the limited common property or window of any strata lot owned or leased by the owner developer at the reasonable discretion of the Owner Developer.

## **Division 8 — Miscellaneous**

### **31. Small Claims Actions**

Notwithstanding any provision of the Act, the Strata Corporation may proceed under the *Small Claims Act* (British Columbia) against an Owner or other person to collect money owing to the Strata Corporation, including money owing as a fine, without requiring authorization by a resolution passed by a  $\frac{3}{4}$  vote of the Strata Corporation.

### **32. Parking/Storage/Bike Locker Lease**

Each Owner of a strata lot may be entitled to the exclusive use of zero, one or more of the parking stalls, storage lockers and/or bike storage units located in the parking facility or facilities within the Development pursuant to a partial assignment of the parking/storage locker/bike storage lease or leases (collectively, the "Parking/Storage Locker/Bike Storage Lease") between 07856879 B.C. Ltd. and Rattenbury Enterprises Ltd., collectively as landlord and Burrard Place Parking Ltd. as tenant, a copy of which is attached hereto. Pursuant to the Parking/Storage Locker/Bike Storage Lease:

- (1) the tenant may partially assign the Parking/Storage Locker/Bike Storage Lease and its rights under the Parking/Storage Locker/Bike Storage Lease pertaining to particular Parking Stalls, Storage Lockers and Bike Storages to the strata corporation and/or purchasers or owners of the strata lots and/or strata lots in the Adjacent Developments;
- (2) the tenant, its employees, agents, sublessees, assignees (including without limitation, the tenants of the Rented Stalls (as defined in the Parking/Storage Locker/Bike Storage Lease)) and other persons have the non-exclusive right to use that portion of the common property of the respective strata development as is reasonably required in connection with the use and/or occupation of the Parking Stalls, Storage Lockers and Bike Storages (including without limitation the use of any corridors necessary to access the Parking Stalls, Storage Lockers and Bike Storages); and
- (3) upon the registration of the strata plan for the strata development, the strata corporation will automatically assume all of the covenants and obligations of 0785687 B.C. Ltd. and Rattenbury Enterprises Ltd. under the Parking/Storage Locker/Bike Storage Lease with respect to the Parking Stalls, Storage Lockers and Bike Storages which are located on the common property, including without limitation, the obligation to maintain an accurate list of all Parking Stall, Storage Locker and Bike Storages allocations and to supply the tenant with a list of such allocations within 5 days of a request.

Certain Parking Stalls are designated as handicapped stalls (the "Handicapped Stalls"). If a holder of an interest (the "Non-Handicapped Owner") in a Handicapped Stall is not handicapped, then the respective strata corporation may require that the Non-Handicapped Owner exchange his or her interest in the Handicapped Stall with a handicapped holder of an interest (the "Handicapped Owner") in a non-handicapped Stall (the "Non-Handicapped Stall") for zero consideration. Such an exchange will be accomplished by the Non-Handicapped Owner partially assigning the Parking/Storage Locker/Bike Storage Lease to

the Handicapped Owner in respect of the Handicapped Stall, and the Handicapped Owner partially assigning the Parking/Storage Locker/Bike Storage Lease to the Non-Handicapped Owner in respect of the Non-Handicapped Stall. The Non-Handicapped Owner and the Handicapped Owner will each execute a partial assignment of the Parking/Storage Locker/Bike Storage Lease in favour of the other substantially in the form attached as Schedule C to the Parking/Storage Locker/Bike Storage Lease, and the respective strata corporation is hereby granted a power of attorney to execute such partial assignment on behalf of the Non-Handicapped Owner to effect such transfer.

### **33. Planters/Landscaped Areas**

Owners will not place planters, landscaping or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such Owner unless, in the opinion of the Strata Council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, landscaping items or equipment (including, without limitation, landscaped areas and/or planters designed as limited common property and installed as part of the original development) will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the Owner of the strata lot entitled to the use of the limited common property on which they are placed. No strata lot Owner within a landscaped area and/or planter designated as limited common property will change, alter or amend the plantings within such landscaped areas and/or planters without the written consent of the Strata Council.

### **34. Storage Room**

For a period of ten (10) years after the registration of the strata plan for the strata development, the Owner Developer will be entitled to designate for its use one (1) or more storage rooms of its choice within the common property and will be entitled to free access to and from such storage rooms through the development and the use of such storage room for the storage of building materials and equipment at all times during the ten-year period. The Owner Developer will be entitled to install its own lock on the door and the Strata Corporation will not be entitled to a key during that ten-year period provided that after the end of the ten-year period, the Owner Developer will, upon request by the Strata Corporation, deliver up vacant possession of the storage room and all keys thereto.

### **35. Larger Parking Stalls**

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

### **36. Leasing Requirements**

An Owner must:

- (a) provide the Strata Corporation with a true and complete copy of every written tenancy agreement (as defined in the *Residential Tenancy Act* (British Columbia) as amended or replaced); and
- (b) cause the tenant to execute a Form K – Notice of Tenant’s Responsibilities as provided in the *Strata Property Act* (British Columbia), as amended or replaced, prior to his or her occupation of the strata lot and provide the Strata Corporation with a copy thereof.

### **37. Pets**

- (1) An Owner, tenant or occupant must not keep any animals or pets of any kind in his or her strata lot or on or about the common property, which includes the outside grounds of the strata plan, except in accordance with these bylaws and any rules and regulations established by the council from time to time.
- (2) An Owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
  - (a) a reasonable number of fish or other small aquarium animals;
  - (b) a reasonable number of small caged mammals;
  - (c) up to two caged birds; and
  - (d) one or more dogs and cats as follows:
    - (i) one dog and one cat; or
    - (ii) two dogs; or
    - (iii) two cats.
- (3) An Owner, tenant or occupant that keeps a pet in a strata lot, either permanently or temporarily, will register that pet with the strata council by providing to the strata council a written notice, signed by the owner, tenant or occupant setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet (when the pet is required to be licensed).
- (4) An Owner or occupant of a strata lot will not permit his or her pet to be on the common property, including limited common property, unless the pet is leashed and under the control of the owner of the pet or another responsible adult.

- (5) An Owner of a pet will not permit the pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property, the owner will immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation:
  - (a) any special cleaning is required as a result of the pet urinating or defecating, the owner or occupant will pay all costs of such special cleaning; or
  - (b) replacement of the floor covering is necessary as a result of the pet urinating or defecating, the owner or occupant will pay all costs of such replacement.
- (6) An Owner, tenant or occupant whose visitor or invitee brings an animal or pet onto the common property must ensure that the visitor or invitee complies with all requirements of these bylaws as they relate to animals and must perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws as if the animal or pet were one kept by the owner or occupant in his or her strata lot.
- (7) The Strata Corporation may:
  - (a) make, amend, rescind and enforce rules and regulations it considers necessary or desirable from time to time in relation to the terms and conditions under which any animal or type of animal may be permitted on the common property and the types of pet permitted to be on the common property and, for this purpose, make different rules and regulations and different terms and conditions for different types of animals; and
  - (b) require removal by an owner, tenant or occupant of any strata lot of any pet or other animal kept by the owner, tenant or occupant in a strata lot if such pet or animal, in the opinion of the council, constitutes a nuisance to any owner, tenant or occupant of a strata lot, or causes danger or damage to any owner, tenant or occupant of the strata lot or to any property of the strata corporation or an owner, tenant or occupant of a strata lot.

### **38. Moving and Transfer Documents**

- (1) The Strata Corporation may regulate the times and manner in which any moves into or out of the strata lots may be made and require that such moves be coordinated with the property manager for the development at least seven days in advance of such moves, or such lesser period as the Council may, in its sole discretion, permit, provided that if an Owner carries out, or permits any tenant, occupant, visitor, employee, agent or invitee to carry out any move into or out of his or her strata lot otherwise than in accordance with such prior arrangements made with the property manager of the development, the Owner of such strata lot will be subject to a fine of \$100, such fine to be paid on or before the due date of the next monthly assessment payable by such Owner.

- (2) An Owner of a strata lot must notify the Strata Corporation in advance of the date and time that the Owner, tenant or occupant of his or her strata lot will be moving into or out of such strata lot.
- (3) An Owner, tenant or occupant of a strata lot may submit a request to the Strata Corporation in order to reserve a date and time period during which the Owner, tenant or occupant will be entitled to the sole use of the loading bay. The loading bay may be used to facilitate moves into or out of the strata lots as well as any other general loading/unloading tasks.
- (4) Provided the loading bay is not being used under a reservation made pursuant to Bylaw 38 (3), the loading bay will be generally available to all Owners, tenants, occupants, employees, agents, invitees and suppliers of the strata lots within the Strata Corporation on a first come, first serve basis.
- (5) Within 10 business days prior to the sale of a strata lot, the Owner (seller) will notify the Strata Corporation in writing of the date of the sale and the name and contact particulars of the new Owner.

#### **39. Amenities**

- (1) The Strata Council shall set up booking procedures and rules and regulations for the use of any recreational and social facilities in the development and may establish fees for the use thereof. All income generated by the user fees shall be used for the maintenance and operating expenses of such facilities.

#### **40. Electronic Attendance at Meetings**

- (1) A person who is eligible to vote may attend an Annual or Special General Meeting by electronic means so long as the person and the other participants can communicate with each other.
- (2) If an Annual or Special General Meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.

#### **41. Miscellaneous**

- (1) Owners are responsible for the conduct of their visitors, including ensuring that noise is kept at a level, in the sole determination of a majority of Council, that will not disturb the rights of quiet enjoyment of others.
- (2) An Owner or visitor must not use inline skates, skateboards, bicycles and/or hockey equipment anywhere in the building, including a strata lot.
- (3) An Owner may post notices on the designated bulletin board provided such notices are dated. Such notices may be removed by the Council if deemed inappropriate or posted for in excess of one week.

- (4) An Owner must ensure that all entrance doors to strata lots are kept closed and, if applicable, kitchen extract fans are used when cooking.
- (5) Except in the case of a meeting demanded under section 43 of the *Strata Property Act*, if within ½ hour from the time appointed for an Annual or Special General Meeting a quorum is not present, the eligible voters present in person or by proxy constitute a quorum.
- (6) Despite section 48 (3) of the *Strata Property Act*, the failure to obtain a quorum for a meeting demanded under section 43 of the *Strata Property Act* terminates, and does not adjourn, that meeting.
- (7) Owners must obtain insurance to cover payment of a deductible under the Strata Corporation's property insurance policy.

#### **42. Insurance and Indemnity**

- (1) Owners shall obtain and maintain insurance for loss or damage to their strata lots against fire and other perils in excess of the insurance by the Strata Corporation, including full coverage for the Strata Deductible, and provide a copy of policies upon request of Council
- (2) Owners shall obtain and maintain insurance for damage to their strata lots in excess of insurance on the improvements of the Strata Corporation.
- (3) Owners and tenants are required to maintain homeowner/tenant insurance for their strata lot, including full coverage for the Strata Deductible, and provide a copy of policies upon request of Council.
- (4)
  - (i) If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, common facilities or common assets, the owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property, common facilities or common assets to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy or, if a claim against the strata corporation's insurance policy is not made, for all expenses incurred by the strata corporation up to the amount of the strata corporation's insurance deductible. Without limiting the meaning of the word "responsible", an owner is deemed to be responsible for loss or damage caused by the owner or by any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot, family members or invitees.
  - (ii) For the purposes of these bylaws, any insurance deductible paid or payable by the Strata Corporation will be considered an expense not covered by the strata insurance proceeds received by the strata corporation and will be charged to the responsible owner. The responsible owner is required to have deductible coverage in place at all times.
  - (iii) For the purposes of these bylaws, any uninsured repair costs incurred by the Strata Corporation to mitigate against further damage, whether within a strata lot or to common property, limited common property or to common assets, or incurred to remedy or repair damage that is not insured and that is the responsibility of the owner, will be charged to the

responsible owner and shall become due and payable on the date the next monthly assessment is due.

(iv) Where an owner or occupant has upgraded an original fixture and the upgraded fixture suffers damage, the cost to repair or replace the upgraded fixture must be paid by the owner or occupant responsible for the damage and not by the strata corporation.

(v) For the purposes of these bylaws an owner shall be deemed to be responsible for:

- (a) Legal costs incurred in relation to defending any claim against the strata corporation and/or prosecuting any claim made against the owner, including enforcement of these bylaws and pursuing legal action to collect an insurance deductible or uninsured costs for which the owner is responsible;
- (b) Administrative and investigation costs;
- (c) Professional/consulting services; and
- (d) Emergency restoration and remediation costs.

(vi) In addition to the obligations and liabilities imposed by the bylaws herein, an owner is strictly liable to the Strata Corporation and to other owners and occupants for any damage to common property, limited common property, common assets or to any strata lot and/or injury or death where the cause of such loss or damage originated within the owner's strata lot or limited common property designated for the exclusive use of such owner's strata lot, including but not limited to, anything arising from any of the following:

- (a)
  - (i) dishwasher;
  - (ii) refrigerator with or without ice/water dispensing capabilities;
  - (iii) garburator;
  - (iv) hot water tank;
  - (v) washing machine;
  - (vi) radiant heating system, including boiler;
  - (vii) toilets, sinks, bathtubs and showers;
  - (viii) plumbing pipes, fixtures and hoses that are not common property;
  - (ix) fireplaces;
  - (x) anything introduced into the strata lot by the owner.
- (b) any alterations or additions to the strata lot, the limited common property or the common property made by the owner, the owner's tenants, or by prior owner(s) of the strata lot;
- (c) the freezing and bursting of pipes in the owner's strata lot or located on limited common property adjacent to the strata lot that arises from a failure to adjust the heating of the strata lot appropriately for the weather;
- (d) any areas of limited common property that an owner is required to maintain and repair including but not limited to damage arising from a blocked drain on the deck, balcony or patio designated as limited common property for the owner's strata lot;

- (e) any pets residing in or visiting at the owner's strata lot; and
  - (f) any children, visitors, guests or family members residing in or visiting at the owner's strata lot.
- (vii) An owner is strictly liable to the Strata Corporation for any damage caused by the owner or the owner's tenants, occupants, visitors, agents, contractors or employees of the strata lot or of the owner, including the cost of repair or replacement if required, to fences, gates, doors, windows, carpeting, elevators, sprinkler systems, common property hallways, storage lockers, parking stalls or to any common property, limited common property, common assets not specifically referenced herein.
- (viii) An owner is strictly liable to the Strata Corporation for trade or service call outs, including return trade or service call outs, for investigations, repairs, maintenance, services or costs that are the responsibility of the owner related but not limited to:
- (a) unauthorized affixing of planters, canopies or awnings to common property;
  - (b) the cost of re-keying due to lost keys;
  - (c) the costs of emergency access/entry into the owner's strata lot, including forced entry by first responders and for common property repairs required due to such emergency access/entry or forced entry;
  - (d) the costs charged to the strata corporation for return visits charged by tradespersons for strata lot access when previous access was not granted or provided including but not limited to access for fire inspection, dryer vent cleaning and horizontal drain cleaning;
  - (e) the costs to clean up garbage or recycling not properly disposed of in the garbage/recycling room;
  - (f) damages to landscaping;
  - (g) the costs to clean up pet waste;
  - (h) damage caused to common property by vehicles, bicycles, scooters, wheel chairs, and skateboards; and
  - (i) for any other repairs or maintenance costs incurred which the strata council, in its reasonable discretion, determines were caused by an owner or the owner's tenants, occupants, visitors, agents, contractors or employees and for which an owner is responsible.

**END NOTES:**

Bylaws have been registered at Land Titles Office on an ongoing basis. These have included new bylaws and amendments to bylaws previously registered. The Bylaws listed herein are those currently in place for Strata Corporation EPS8296. Owners will be advised accordingly of any changes in the future. The following is a listing of registration numbers and dates of registration for owner's reference.

<i>Registration Number</i>	<i>Registration Date</i>	<i>Details</i>
	<i>Signed June 24, 2020</i>	<i>Fifth Amendment to Disclosure Statement</i>
<i>CB112055</i>	<i>July 27, 2022</i>	<i>Form Y – Owner Developer's Notice of Different Bylaws</i>
<i>CB1058959</i>	<i>December 4, 2023</i>	<i>Bylaw Addition [3(4), 23(1)(c), 42] Bylaw Amendment [1, 17(1)(2), 23(1)(a), 24]</i>