

STRATA PLAN EPS 2328 RESIDENCES AT WEST

BYLAWS

**STRATA PLAN EPS 2328
RESIDENCES AT WEST BYLAWS**

Amendments:

Registration: December __, 2018	CAXXXXXX (TBA)
Registration: July 27, 2018	CA6961130
Registration: June 30, 2017	CA6113046
Registration: May 24, 2016	CA5201589

Disclaimer: This document is being provided as part of the Strata Corporation records. Viewers are cautioned that official registered documents are available in the Land Title Office and shall be considered the true and official document.

TABLE OF CONTENTS

DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS	1
1. Compliance with bylaws, rules and charges.....	1
2. Payment of strata fees, fines, chargebacks and special levies	1
3. Repair and maintenance of property by owner	2
4. Use of property.....	3
5. Pets and animals.....	7
6. Inform strata corporation	8
7. Obtain approval before altering a strata lot.....	9
8. Obtain approval before altering common property	9
9. Renovations/alterations.....	9
10. Permit entry to strata lot	10
POWERS AND DUTIES OF STRATA CORPORATION	11
11. Repair and maintenance of property by strata corporation	11
COUNCIL	12
12. Council size.....	12
13. Council eligibility.....	12
14. Council members' terms.....	12
15. Removing council member.....	12
16. Replacing council member	13
17. Officers	13
18. Calling council meetings.....	13
19. REPEALED.....	14
20. Quorum of council.....	14
21. Council meetings.....	14
22. Voting at council meetings	14
23. Council to inform owners of minutes.....	15
24. Delegation of council's powers and duties	15
25. Spending restrictions.....	15
26. Limitation on liability of council member	16
NON-COMPLIANCE	16
27. Non-Compliance	16
ENFORCEMENT OF BYLAWS AND RULES	16
28. Enforcement Procedures.....	16
28. Continuing contravention.....	17
29. Quorum of meeting	17
30. Person to chair meeting	17
31. Participation by other than eligible voters	18
32. Voting.....	18
33. Electronic attendance at meetings.....	18
34. Order of business.....	18
VOLUNTARY DISPUTE RESOLUTION	19
35. Voluntary dispute resolution	19
SMALL CLAIMS COURT PROCEEDINGS	19
36. Authorization to proceed	19
MARKETING ACTIVITIES BY OWNER DEVELOPER	20
37. Display lot	20
MARKETING ACTIVITIES BY OWNERS AND OCCUPANTS	20
38. Sale of a strata lot	20

INSURANCE	20
39. Insuring against major perils	20
STORAGE	21
40. Storage lockers and bicycle storage.....	21
PARKING	21
41. Parking.....	21
MOVING	22
42. Moving in/out procedures	22
APPEARANCE OF STRATA LOTS	22
43. Cleanliness	24
RENTALS	25
44. Residential rentals.....	25
VISITORS AND CHILDREN	25
45. Children and supervision.....	25
MISCELLANEOUS	26
46. Miscellaneous	26
ANNUAL FIRE INSPECTION AND DRYER VENT CLEANING	26
47.	26
48. Video surveillance & privacy bylaw.....	27
SCHEDULE A	29
PRIVACY POLICY STRATA EPS 2328	29
STRATA’S LEGAL OBLIGATIONS UNDER PIPA	29

**RESIDENCES AT WEST
Strata Plan EPS 2328
BYLAWS**

Preamble

These bylaws bind the strata corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the strata corporation and each owner, tenant and occupant and contained covenants on the part of the strata corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the strata corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the Strata Property Act, S.B.C. 1998, c. 43 (the "Act"). For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and "a resident" means collectively, an owner, a tenant and an occupant. The Schedule of Standard Bylaws to the Act does not apply to the strata corporation.

DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

1. Compliance with bylaws, rules and charges

- 1.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.

Residents is defined as owners, tenants and occupants.

2. Payment of strata fees, fines, chargebacks and special levies

- 2.1 An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate.
- 2.2 Subject to bylaw 28.2, where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to an interest charge of 1 0% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$125.00 for each contravention of bylaw 2.1.
- 2.3 An owner must provide the strata corporation or its agent with twelve (12) consecutive, monthly post-dated cheque 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.
- 2.4 Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheque 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 a fine of \$25 for each contravention. Each dishonored cheque or dishonored automatic debit will be subject to a fine of \$25 and an administration charge of \$35.

- 2.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 2.6 Subject to bylaw 28.2, failure to pay a special levy on the due date will result in a fine of \$125.00 for each contravention of bylaw 2.5.
- 2.7 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.
- 2.8 (I) The Strata may collect from the owner or tenant strata fee(s), special levy(is), fine(s), chargeback(s) and other costs incurred in remedying breaches of the bylaws by commencing a legal action in Court, arbitration or the Civil Resolution Tribunal, the "CRT".
- (ii) Chargebacks are defined as:
- (a) the insurance deductible costs where the owner, tenant or occupant is responsible for the damages;
 - (b) reasonable legal costs to remedy a bylaw violation or to collect monies owing under a Form G-Certificate of Lien;
 - (c) reasonable costs of remedying a contravention committed by an owner, tenant or occupant against whom the strata are entitled to fine in relation to the contravention;
 - (d) costs of work done to a strata lot pursuant to a Work Order issued by a governmental authority;
 - (e) costs of calling in trades personnel or service providers at the request of the owner, tenant, or occupant
- (iii) Before a chargeback can be applied under 2.8(ii) (c), Council must first comply with the procedures for enforcing bylaws under Section 28.1;
- 2.9 The Strata must provide the owner or tenant and any mortgagee who has requested notice, at least two (2) weeks' notice demanding payment and of its intention to either sue, arbitrate, or file a claim with the CRT if payment is not received. Any decision by a court, arbitrator, or adjudicator of the CRT favorable to the Strata may be registered on the strata lot title.
- 2.10 The Strata may withhold a Form of payment Certificate, required for a sale of a strata lot, until the amount is paid or satisfactory arrangements for the payment of debt have been made.
- 2.11 Where an owner has failed to pay strata fees or a special levy for a period of three months and/or the amount of strata fees or special levy outstanding is \$2,000, the Strata Corporation will file a lien against the owner's strata lot to secure recovery of a debt for unpaid strata fees, special levies, interest authorized in bylaws or resolutions for special levies, and the cost of work orders issued by a local authority.

3. Repair and maintenance of property by owner

- 3.1 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.

- 3.2 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.
- 3.3 Pest control for an individual strata lot is the responsibility of the strata lot owner and not the strata corporation.

4. Use of property

- 4.1 An owner, tenant or occupant of a residential strata lot will not:
- (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 likely to cause injury to persons or damage to property; or
 - (f) 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.
 - (g) 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;
 - (h) use any part of the common property (other than established storage lockers) for storage, without the prior written consent of the strata council;
 - (i) use, or permit any tenant or occupant of his or her strata lot to use, his or her strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
 - (j) make, cause or produce or permit any tenant or occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to make, cause or produce, undue noise, smell, vibration or glare in or about any strata lot or common property or to do anything which will interfere unreasonably with any other owner, tenant or occupant;
 - (k) use, or permit any tenant or occupant of his or her strata lot or a tenant, employee, agent, invitee, guest or visitor of the owner, tenant or occupant to use, any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot or, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner, tenant or occupant;
 - (l) obstruct or use, or permit any tenant or occupant of his or her strata lot or a tenant, employee, agent, invitee, guest or visitor of the owner, tenant or occupant to obstruct or

use, the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;

- (m) leave, or permit any tenant or occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner, tenant or occupant to leave, on the common property or any limited common property, any shopping cart or any other item designated from time to time by the council;
- (n) use, or permit any tenant or occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner, tenant or occupant to use, a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane or electricity and such propane or electricity powered barbecues, hibachis and other light cooking devices will not be used except in accordance with rules and regulations made by the strata corporation from time to time;
- (o) shake, or permit any tenant or occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner, tenant or occupant to shake, any mops or dusters of any kind, nor throw, or permit any tenant or occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner, tenant or occupant to throw, any refuse, out of the windows or doors or from the balcony of a strata lot;
- (p) do, or permit any tenant or occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner, tenant or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (q) allow his or her strata lot to become unsanitary or a source of odor;
- (r) feed, or permit any tenant or occupant of his or her strata lot or a guest, employee, agent or invitee of the owner, tenant or occupant to feed, pigeons, gulls or other birds, squirrels, rodents or other animals from the strata lot or anywhere on or in close proximity to the common property or any limited common property, but this will not apply to a pet permitted to be kept in his or her strata lot pursuant to these bylaws and the rules and regulations made hereunder, which pet will be fed only in his or her strata lot;
- (s) install, or permit any tenant or occupant of his or her strata lot or any guest, employee, agent or invitee of the owner, tenant or occupant to install, any window coverings, visible from the exterior of his or her strata lot which are different in size or color from those of the original building specifications;
- (t) hang or display, or permit any tenant or occupant of his or her strata lot or any guest, employee, agent or invitee of the owner, tenant or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (u) use or install, or permit any tenant or occupant of his or her strata lot or any guest, employee, agent or invitee of the owner, tenant or occupant use or install, in or about the strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating

or air conditioning devices, or hard surface flooring, except those installations approved in writing by the council;

- (v) erect on or fasten to, or permit any tenant or occupant of his or her strata lot or any guest, employee, agent or invitee of the owner, tenant or occupant to erect on or fasten to, the strata lot, the common property or any limited common property any television or radio antenna, dish or similar structure or appurtenance thereto;
- (w) place, or permit any tenant or occupant of his or her strata lot or any guest, employee, agent or invitee of the owner, tenant or occupant to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (x) place, or permit any tenant or occupant of his or her strata lot or a guest, employee, agent or invitee of the owner, tenant or occupant to place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, summer furniture and accessories (subject to bylaw 7.2) nor install, or permit any tenant or occupant of his or her strata lot or a guest, employee, agent or invitee of the owner, tenant or occupant to install, any hanging plants or baskets or other hanging items within three feet of a balcony railing line;
- (y) give, or permit any tenant or occupant of his or her strata lot to give, any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws;
- (z) have, install or use a hot tub, Jacuzzi, spa, whirlpool or swirl pool on the balcony, deck or patio of the strata lot or any area in the limited common property or the common property;
 - (z1) alter or renovate his or her strata lot or install any device or material within or about his or her strata lot or the common property, including limited common property, such that such alteration, renovation or installation or use thereof causes or has the potential to cause unreasonable disturbance or unreasonably interferes with the comfort of any other owner, tenant or occupant; or
 - (z2) alter or remove any carpeting or other floor covering from the floors of his or her strata lot without first obtaining the prior written approval of the council.
 - (z3) An owner, tenant or occupant must not (without the written permission of the strata corporation):
 - (a) use or permit any part of a strata lot, limited common property, common property, or land that is a common asset to be used as a site for growing, manufacturing, packaging, processing, storing, supplying, dispensing, placing, displaying, selling or distributing marijuana or cannabis, marijuana/cannabis derived products, related products, accessories, or literature and/or any controlled substances as defined under criminal code (whether licensed or otherwise).
 - (b) *An owner, tenant, occupant or visitor must not smoke or vape anywhere on or within Strata Plan EPS 2328, including in a strata lot.*
 - (c) *“smoke” or “smoking” includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns, tobacco or other weed substances (including, for clarity, marijuana);*
 - (d) *“vape” or “vaping” includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.*

- 4.2 Outdoor holiday lights are permitted only from November 15th to January 15th inclusive.
- 4.3 All freshly cut and "live" Christmas trees are prohibited in the building.
- 4.4 No person may rent out, lease, sub-lease, license for use or occupancy or sub-license for use and/or occupancy otherwise grant occupancy rights to any residential strata lot in exchange for consideration of any kind for a period of less than 3 months.
- 4.5 A resident must not use, or permit to be used, the strata lot except as a private dwelling home. Unless granted prior written approval by the council, which shall not be unreasonably denied, a resident must not allow more than three (3) persons to occupy a strata lot designed as a one-bedroom unit and not allow more than five (5) persons to occupy a strata lot designed as a two-bedroom unit.
- 4.6 (i) The strata lots should not be used for commercial or professional purposes, which may be illegal or contrary to any federal, provincial or municipal laws.
- (ii) A stratum may contain a "home office" provided that there are no non-Resident employees working in the home office. In addition, the home office must be completely enclosed within the strata lot and must not discharge or emit any odors, vapors, heat, glare, vibrations or unreasonable noise.
- 4.7 (i) An owner, tenant or occupant must not use or permit the use of all or part of a residential strata lot as short-term accommodation for a period of less than 3 months, by anyone who, directly or indirectly, pays or gives the owner, tenant or occupant any fee, compensation or other remuneration. Without restricting the generality of the foregoing, an owner, tenant or occupant must not:
- (a) enter into a license for the use of all or part of a strata lot;
 - (b) permit any strata lot or part thereof to be used or occupied as vacation, travel or temporary accommodation (such as Airbnb, Vacation Rental By Owner or similar platforms) for any period of time; or
 - (c) directly or indirectly advertise, market, or promote for use any strata lot or part thereof as vacation, travel or temporary accommodation (such as AirBnB, Vacation Rental By Owner, or similar platforms) for any period of time.
- (ii) An owner, tenant or occupant who uses a strata lot in contravention of subsection (i) of this bylaw may be subject to a fine of \$200 per contravention, at the discretion of the strata council. Effective November 30, 2018, fines will be increased to a maximum of \$1,000 for each day that the strata lot is used in contravention of subsections (i) of this bylaw.
- 4.8 (i) The maximum number of allowable fobs shall be equal to that allowable for the unit type.
- A one-bedroom or a studio unit is entitled to a maximum of 3 fobs.
 - A two-bedroom unit is entitled to a maximum of 5 fobs.
- (ii) Notwithstanding Bylaw 4.8 (I), in case of a leased unit, the owner may have a total of one extra fob their own use, or the use of their agent, or their appointed emergency contact person.
- (iii) Owners are required to order all fobs in advance, available through the concierge by completing the appropriate form, or online through the property management company's website, where available. Though fobs must only be ordered directly by one or more

registered owners, a tenant, if requested in writing by an owner, and upon the tenant producing an acceptable id may pick up the fobs. Fees for Fobs shall be charged to the owners account, and the fee shall be established by the strata council as deemed reasonable and may be adjusted from time to time without prior notice. Replacement fobs are available, and any fobs they are replacing will be de-activated. New owners will be responsible for the cost to replace originals not surrendered to them from a previous owner.

- (iv) Council may conduct an annual fob audit to ensure proper control of fobs and adherence meets the fob requirements.
- (v) No owner or resident is permitted to copy a fob. All fobs must be purchased through the concierge with the form completed as per bylaw 4.8 (iii). Any fobs in use that have been copied or in which no form is completed shall be immediately deactivated. Council may also levy fines in accordance with the bylaws.

5. Pets and animals

- 5.1 A resident or visitor must not keep any pets on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.
- 5.2 A resident 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.
- 5.3 A resident must not keep a pet 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;
 - (d) up to two dogs weighing up to 40 lbs. each or two cats.
- 5.4 A resident must not harbor exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- 5.5 A resident or visitor must not permit a loose or unleashed pet (leashes cannot exceed six feet in length) at any time on the common property or on land that is a common asset. A 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 strata lot owner.
- 5.6 A resident must not keep a 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 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 pet to be removed permanently from the strata lot, the common property or common asset or all of them.
 - (a) No vicious dogs are permitted in any strata lot or any portion of the common property. For the purposes of this bylaw, a vicious dog means the following:
 - (i) any dog that has killed or injured any person; or
 - (ii) another animal while running at large;
 - (iii) any dog that aggressively harasses or pursues another person or animal while running at large;

- (iv) any dog primarily owned or in part for the purpose of dog fighting or is a dog trained for dog fighting; or

- 5.7 In addition to any fines payable in accordance with these bylaws, a resident whose pet contravenes bylaw 5.6 will be subject to an immediate injunction application and the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the injunction, including legal costs.
- 5.8 No owner or resident of a strata lot will permit his or her pet to urinate or defecate on the common property or on any limited common property, and if any pet does urinate or defecate on the common property or on any limited common property (including all the planter boxes on the second floor and surrounding the property boundary), the owner or resident will immediately and completely remove all of his or pet's waste from the common property or limited common property, as the case may be, and dispose of it in a waste container or by some sanitary means and if, in the reasonable opinion of the strata corporation. If in the reasonable opinion of the strata corporation any special cleaning is required as a result of the pet urinating or defecating, the owner or resident will pay all costs of such special cleaning.
- 5.9 An owner or resident of a strata lot whose guest or invitee brings an animal or pet onto the common property or any limited common property will be responsible to ensure that the guest or invitee complies with all requirements of these bylaws as they relate to pets and will perform all of the duties and obligations with respect to that animal as set out in these bylaws as if the animal were kept by the owner or resident in his or her strata lot.
- 5.10 A pet owner must keep a pet only in a strata lot, except for ingress and egress.
- 5.11 A strata lot owner must assume all liability for all actions by a pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- 5.12 A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird feeders of any kind are permitted to be kept on balconies, strata lots, common property or land that is a common asset.
- 5.13 An owner or resident of a strata lot must register their pet(s) with the strata council, or the appointed property manager, in advance, by completing and submitting the appropriate form, through the dayshift Concierge, or online through the property management company's website, where available, and uploading and/or providing a picture of the Pet, as applicable. Any new or replaced pets will require a new registration.

6. Inform strata corporation

- 6.1 Within two weeks of becoming an owner, an owner must notify the strata corporation of the owner's name and any occupants' names, strata lot number, phone number, email address, facsimile number and mailing address outside the strata plan, if any.
- 6.2 On request by the strata corporation, a tenant must inform the strata corporation of the tenant's name and the strata lot which the tenant occupies.

7. Obtain approval before altering a strata lot

- 7.1 An owner must obtain the written approval of the strata corporation before making or authorizing 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) flooring;
 - (d) patios, stairs, balconies or other things attached to the exterior of a building;
 - (e) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (f) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (g) common property located within the boundaries of a strata lot;
 - (h) those parts of the strata lot which the strata corporation must insure under section 149 of the Act; and
 - (i) wiring, plumbing, piping, heating, air conditioning and other services that limit the effectiveness and operation of the fire suppression system.
- 7.2 The strata corporation must not unreasonably withhold its approval under bylaw 7.1, 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.
- 7.3 An owner intending to apply to the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and written description of the intended alteration and provide sufficient evidence satisfactory to the strata council that the alterations fully comply with all provincial and municipal building codes and that all necessary permits have been issued and obtained.

8. Obtain approval before altering common property

- 8.1 An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets, unless the alteration is to limited common property that is a responsibility of a separate section to repair and maintain under these bylaws and in such event, the owner, tenant or occupant must obtain the written approval of the separate section before making an alteration to the limited common property.
- 8.2 The strata corporation or the separate section (as the case may be) may require as a condition of its approval that the owner agree, in writing:
- (a) to take responsibility for any current and future expenses relating to the alteration;
 - (b) to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration; and
 - (c) to remove the alteration and restore the common property if required by the strata corporation, prior to any sale being completed.

9. Renovations/alterations

- 9.1 An owner must give the council two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials and evidence of any building permit, if applicable.

Tradespersons must be licensed. Inadequate notice or work by unlicensed tradespersons will result in the levy of fines.

- 9.2 A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
- 9.3 A resident of a strata lot must ensure that the delivery of any construction materials is through the surface parking loading bays and, if the elevator is used for delivery of such materials, the resident must ensure the elevator is protected with proper wall pads and floor coverings. An owner of a strata lot must not permit any renovations/alterations materials to be delivered through the main lobby.
- 9.4 A resident conducting renovations or alterations must be responsible to ensure:
- (a) drop cloths are installed and removed daily between the elevators and the strata lot, if applicable, 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 corridor thoroughly vacuumed daily if used.
- 9.5 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.
- 9.6 An owner must be in attendance for all significant renovations/alterations, the determination of significant shall be in the discretion of the council.
- 9.7 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.
- 9.8 A resident in contravention of bylaws 9.1 to 9.7 (inclusive) shall be subject to a fine in accordance with bylaw 27, as well as be responsible for any clean up or repair costs.
- 9.9 An owner of a strata lot who has or installs hard surface flooring such as tile, laminate or hardwood in a strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of walking areas of such hard floor surface, except only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoid walking on such flooring with hard shoes.

10. Permit entry to strata lot

- 10.1 A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; or
 - (b) at a reasonable time, on 48 hours' written notice,
 - (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to

repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or

(ii) to ensure a resident's compliance with the Act, bylaws and rules.

10.2 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.

10.3 The notice referred to in bylaw 10.1(b) must include the date and approximate time of entry, and the reason for entry.

POWERS AND DUTIES OF STRATA CORPORATION

11. Repair and maintenance of property by strata corporation

11.1 The strata corporation must repair and maintain all of the following:

(a) common assets of the strata corporation;

(b) common property that has not been designated as limited common property;

(c) limited common property, but the duty to repair and maintain it is restricted to

(i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and

(ii) the following, no matter how often the repair or maintenance ordinarily occurs:

A. the structure of a building;

B. the exterior of a building;

C. patios, 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 common property;

E. fences, railings and similar structures that enclose patios, balconies and yards;

(d) a strata lot, but the duty to repair and maintain it is restricted to

(i) the structure of a building,

(ii) the exterior of a building,

(iii) patios, 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 common property, and

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

11.2 Notwithstanding anything to the contrary in bylaw 11.1, the underground parking facility, including the Shared Vehicle Spaces, as more particularly described in the Shared Vehicle Agreement between the City of Vancouver and the owner developer registered in the Land Title Office May 8, 2012 and having registration numbers BB4045835 through BB4045842, will be controlled, managed, administered and maintained by the strata corporation.

COUNCIL

12. Council size

12.1 The strata council must have at least 3 and not more than 7 members.

13. Council eligibility

13.1 The spouse of an owner may stand for council.

13.2 No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act.

14. Council members' terms

14.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

14.2 A person whose term as council member is ending is eligible for re-election.

15. Removing council member

15.1 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. The strata corporation must pass a separate resolution for each council member to be removed.

15.2 After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term.

15.3 If the strata corporation removes all of the council members, the strata corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the strata corporation for the remainder of the term.

(a) Council may remove a Council member by a majority vote if a Council member has materially contravened the bylaws or is responsible for a continuing contravention.

15.4 The council may appoint the remaining council members necessary to achieve a quorum for the strata corporation, even if the absence of the members being replaced leaves the council without a quorum.

(a) Council may determine by a majority vote if a council member is unwilling or unable to act after the council member misses two or more meetings without notice, or fails to vote in two or more electronic votes without reason.

15.5 A replacement council member appointed pursuant to bylaws 15.2 and 15.4 may be appointed from any person eligible to sit on the council.

16. Replacing council member

- 16.1 If a council member resigns or is unwilling or unable to act, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 16.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 16.3 The council may appoint a council member under bylaw 16.2 even if the absence of the member being replaced leaves the council without a quorum.
- 16.4 If all the members of the council resign or are unwilling or unable to act, persons holding at least 20% of the strata corporation 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.

17. Officers

- 17.1 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.
- 17.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 17.3 The vice president has the powers and duties of the president:
 - (a) while the president is absent or is unwilling or unable to act,
 - (b) if the president is removed, or
 - (c) for the remainder of the president's term if the president ceases to hold office.
- 17.4 The strata council may vote to remove an officer.
- 17.5 If an officer other than the president is removed, resigns, is unwilling or unable to act, the council members may elect a replacement officer from among themselves for the remainder of the term.

18. Calling council meetings

- 18.1 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.
- 18.2 The notice in bylaw 18.1 does not have to be in writing.
- 18.3 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.

19. REPEALED.

20. Quorum of council

20.1 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.

20.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

21. Council meetings

21.1 The council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

21.2 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.

21.3 If a council meeting is held by electronic means, council members are deemed to be present in person.

21.4 Owners and spouses of owners may attend council meetings as observers.

21.5 Despite bylaw 21.4, 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) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

22. Voting at council meetings

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

22.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

22.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

23. Council to inform owners of minutes

23.1 The council must circulate to or post for owners the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

24. Delegation of council's powers and duties

24.1 Subject to bylaws 24.2, 24.3 and 24.4, 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.

24.2 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 bylaw 24.3.

24.3 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.

24.4 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,
- (c) whether a person should be denied access to a recreational facility, or
- (d) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

25. Spending restrictions

25.1 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.

26. Limitation on liability of council member

- 26.1 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.
- 26.2 Bylaw 26.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- 26.3 All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

NON-COMPLIANCE

27. Non-Compliance

All Residents, as defined in the preamble, and visitors who do not comply with the Strata's bylaws and rules may receive a:

- (a) warning;
- (b) direction to remedy the breach and recover all reasonable costs;
- (c) time to comply with the bylaw or rule;
- (d) denial of access to recreational facility; or
- (e) fine.

ENFORCEMENT OF BYLAWS AND RULES

28. Enforcement Procedures

Prior to enforcing a Bylaw or Rule, the Strata Council must comply with section 135 of the *BC Strata Property Act* by ensuring that:

1. A complaint has been received about a contravention;
2. The resident has been provided with written particulars of the complaint, and a reasonable opportunity to respond to the complaint, including a hearing if requested by the owner or tenant. A hearing is defined as an opportunity to be heard in person at a Strata Council meeting;
3. Where a tenant is the subject of the complaint, the landlord and the owner has been notified of the complaint; and

4. The Strata Council has determined that a Bylaw or Rule has been breached and it has notified the resident, and the landlord and the owner, if a tenant has committed the breach, of its decision as soon as feasible.

28.2 Fines

Except where specifically stated to be otherwise in these bylaws, the strata corporation may impose a fine up to a maximum amount of:

- (a) \$200.00 for each contravention of a bylaw, and
- (b) \$50.00 for each contravention of a rule.

The Strata Council must apply the procedures set out in bylaw 28.1 prior to imposing a fine for a repeated contravention of any bylaws or rules. Such procedures apply for each non-payment of strata fees.

Any fines imposed by the Strata Council shall be recorded in the minutes of the Strata Council meeting. Following notification to the resident of the imposition of a fine, the fine shall be added to the owner's strata fee account for the strata lot and shall be due and Council's decision due and payable on the 1st of following month.

The owner is responsible for their tenant's unpaid fines and reasonable costs incurred in relation to the tenant's violation of the bylaws and/rules.

28. Continuing contravention

- 28.1 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 7 days, a fine may be imposed every 7 days. The strata council is not required to apply the procedures in bylaw 27 (prior to imposing a fine for a continued contravention of a bylaw or rule).

29. Quorum of meeting

- 29.1 If within 15 minutes 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.
This bylaw 29.1 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. (2018-07-05 AGM – CA6961130)

30. Person to chair meeting

- 30.1 Annual and special general meetings must be chaired by the president of the council.
- 30.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

30.3 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, eligible to vote, who are present at the meeting.

31. Participation by other than eligible voters

31.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

31.2 Persons who are not eligible to vote may not participate in the discussion at a meeting.

31.3 Tenants who are not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

32. Voting

32.1 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.

32.2 At an annual or special general meeting, voting cards must be issued to eligible voters.

32.3 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.

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

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

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

32.7 Despite anything in bylaws 32.1 to 32.6 (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.

33. Electronic attendance at meetings

33.1 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.

33.2 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.

34. Order of business

34.1 The order of business at annual and special general meetings is as follows:
(a) certify proxies and corporate representatives and issue voting cards;

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

VOLUNTARY DISPUTE RESOLUTION

35. Voluntary dispute resolution

35.1 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.

35.2 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.

35.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

SMALL CLAIMS COURT PROCEEDINGS

36. Authorization to proceed

36.1 The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines,

penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

MARKETING ACTIVITIES BY OWNER DEVELOPER

37. Display lot

- 37.1 Notwithstanding bylaw 38.1, the owner developer who has any unsold strata lots may carry on sales functions that relate to its sale, including:
- (a) the posting of signs in any location that the owner developer sees fit, including common property; and
 - (b) marketing, promotional and sales activities in any location that the owner developer sees fit, including common property and amenity areas.
- 37.2 An owner developer may use one or more strata lots, that the owner developer owns or rents, as display lots or sales and administrative offices relating to the sale of other strata lots in the strata plan.

MARKETING ACTIVITIES BY OWNERS AND OCCUPANTS

38. Sale of a strata lot

- 38.1 Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the strata corporation for real estate signs.

INSURANCE

39. Insuring against major perils

- 39.1 The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.
- 39.2 An owner is responsible for any loss of damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner's strata lot and the loss or damage is not covered and paid by any insurance policy.
- 39.3 An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement of any loss or damage to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, caused by the owner, and/or owner's tenants, co-occupants, family members, employees, agents, contractors, guests or invitees but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy.

- 39.4 For the purposes of this bylaw, any insurance deductibles paid or payable by the application of the Strata Corporation's policy or damage done and requiring repair that is under the appropriate deductible of the Strata Corporation's policy shall be considered as an expense chargeable to the owner and shall be added to and become part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.
- 39.5 For the purposes of bylaw 39.3 an owner shall also fully indemnify and save harmless the strata corporation for any legal costs incurred in relation to defending any claim against the strata corporation, and/ or prosecuting any claim made against the owner, such indemnity to be on a solicitor and client basis, including disbursements, expenses, taxes, filing and/ or Court fees, all of a full indemnity basis.

STORAGE

40. Storage lockers and bicycle storage

- 40.1 A resident may store bicycles and tricycles in the bicycle rack and storage lockers, as and where applicable, and within the strata lot in which the resident resides except no bicycles and tricycles are to be kept on the balconies or patios.
- 40.2 A resident must not store any hazardous or flammable substances in storage lockers.
- 40.3 The strata council will administer the use of storage facilities and lockers, which may include the allocation of storage lockers for the long-term use of individual strata lot owners.
- 40.4 All bicycles must enter and exit the building through Parade Level 1 – P1. Bicycles are under no circumstances permitted to enter or exit through the front lobby. Residents must be respectful of others, by carefully entering and exiting elevators, and waiting for ample room in the elevators before proceeding. Any violation of this bylaw will be subject up to a fine of \$200.

PARKING

41. Parking

- 41.1 A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.
- 41.2 A resident storing a vehicle must provide proof of insurance to the strata corporation on the commencement date of the storage.
- 41.3 An owner must not sell, lease or license parking stalls to any person other than an owner or occupant.
- 41.4 A resident must not park in a parking stall assigned to another resident.
- 41.5 A resident must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.

- 41.6 Any resident's vehicle parked in violation of bylaw 41.5 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.
- 41.7 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hour.
- 41.8 A resident or visitor must not smoke while in the parking area including inside a vehicle.
- 41.9 A resident must not park or store any vehicle that drips oil or gasoline. A resident must remove any dripped oil, gasoline or other automotive residue.
- 41.10 The strata council will administer the use of parking facilities.
- 41.11 No motorcycle may be parked on the common property except in the designated parking stall that is assigned to the owner's strata lot.

A motorcycle must fit entirely within the assigned parking stall and in no way cause a vehicle also parked in the parking stall to extend out into the driving lane.

MOVING

42. Moving in/out procedures *(2018-07-05 AGM – CA6961130)*

MOVE IN/OUT

Days:	Tuesday to Saturday
Times:	9:00 a.m. to 3:00 p.m.

It is the responsibility of the owner to ensure that all move-ins and move-outs by the owner or resident are completed between the hours of 9:00 a.m. and 3:00 p.m. and conform to the rules as established by council from time to time.

1. All moves in or out must be scheduled at least 72 hours in advance.
2. A minimum of forty-eight (48) hours' notice is required to cancel any move in or out that has already been scheduled. If less than forty-eight (48) hours' notice of cancellation is provided, any costs incurred, including but not limited to, the cost charged by the management company will be charge back to the owner of the strata lot.
3. The owner, or licensed rental agent or realtor representing the moving unit must be present to guard the entrance door/overhead gate when open for moving. No doors, gates, or other means of access to the building shall be left open unattended at any time during the move. If the owner is not available, then they must employ Vancouver Security to monitor the move and pay all associated costs directly to Vancouver Security and provide proof of payment to the strata council.
4. Move In/Out request form (attached) must be completed and submitted to the concierge for scheduling. The move booking time will not be reserved until the move form along with the move fee and damage deposit are received.

5. No unannounced/unscheduled moves will be permitted.
6. Moves on a Sunday or Monday when the Concierge is not on duty require council approval one week in advance and will be subject to the owner paying Vancouver Security directly to monitor the move. Proof of payment to Vancouver Security must also be forwarded to council. If council does approve a move Sunday or Monday, the owner is still responsible to complete all forms with Concierge and pay all applicable move fees 72 hours in advance.
7. No moves in or out are permitted through the front doors of the building. This includes delivery of large items such as furniture and appliances.
 - (a) The alley is located on the North side of the building. The East entrance beside the underground parking access has been assigned for moving trucks. The East entrance hallway has direct access to the elevator.
 - (b) The Strata Lot Owner will be responsible for any amounts charged by the City of Vancouver for City bylaw contraventions incurred during moves.
 - (c) No parking on the ramp or any non-designated parking spaces during moves.
8. All moves in and out of the building are done so at the sole discretion of the owner/tenant of the strata lot. The Strata Corporation and/or the Strata Management Company cannot be held accountable for the costs of any lost, stolen or damaged items, nor any items left unattended during the move.
9. Elevator wall protection pads must be installed and used always during any move in which use of the elevator is required, including but not limited to move ins, move outs and or delivery of large items.
 - (a) A pre- and post inspection of inside the building will be conducted by the Concierge representative to inspect if damages occurred during the move.
 - (b) The cost of repair for damages resulting from the move will be charge back to the owner.
10. All cardboard boxes must be broken down and disposed of in the recycling container or taken directly to a depot at the sole responsibility of the owner. Household garbage must be disposed in the appropriate waste containers. Any large items for disposal must be removed from the building premises by the owner/tenant to whom they belong.
11. No storage is permitted on decks/balconies, or on limited common and/ or common property, including but not limited to parking stalls. Owners/residents must not store any items in any area other than those contained within the strata lot and or any storage locker assigned for the use to the strata lot owner/resident.
12. An entry phone programming request form (attached) must be completed to have the front door intercom setup. Please ensure you complete this form with your unit number, phone number and name as you wish it to appear on the entry phone system. The entry phone will not be updated until a Form K is received.

13. If a tenant is moving in, a Form K must be submitted to the Strata Corporation within 15 days of your move in date by the owner of the unit or the owner's licensed rental agent.
14. Fees.
 - (a) An Owner shall pay \$250 non-refundable fee for each move in and/or move out if the move occurs during regular concierge hours.
 - (b) As per Strata Bylaws, an Owner must pay a refundable \$500 whether moving in or out, 72 hours prior to any move.
15. Unless otherwise agreed to by the strata council, all move in/move out must be completed with a 3-hour time slot. Each additional hour or portion thereof will result in a \$100 cost per portion. Returning the elevator key and having the elevator unlocked will signify the end of the move.
16. Vehicles in excess of eleven (11) feet in height are prohibited in the Loading Bay as they will not fit.

APPEARANCE OF STRATA LOTS

43. Cleanliness

- 43.1 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.
- 43.2 A resident must ensure that no air conditioning units, laundry, flags, bicycles, 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 a building.
- 43.3 A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on limited common property, common property or land that is a common asset. Notwithstanding anything to the contrary contained herein:
 - (a) the placing of items on the limited common property balconies or patio areas shall be limited to free standing, self-contained planter boxes or containers, summer furniture and accessories; and
 - (b) a resident may erect racks or other organizational storage devices within the resident's storage locker, if applicable.
- 43.4 Garbage Disposal
 - (a) A resident of a strata lot will remove ordinary household refuse and garbage from his or her strata lot and deposit it in the containers provided by the Strata Corporation for that purpose; all garbage will be bagged and tied before so depositing and the owner will remove any materials other than ordinary household refuse and garbage from the strata plan property at his or her expense.

- (b) Garbage receptacles are for regular household garbage only. No large items, such as carpeting, mattresses, furniture etc. are to be deposited in the garbage and recycling receptacles.
- (c) A resident must not cause the garbage and recycling receptacles to overflow, and must not leave refuse, garbage or recycling items outside the receptacles.
- (d) A resident must remove discarded material or property, other than ordinary household refuse and garbage, from the strata lot at his or her expense. A resident who do not clean up any refuse left behind or abandoned discarded material or property on limited common property or common property, is liable for junk removal and cleaning costs, in addition to a fine.
- (e) A resident must securely fasten their garbage and double bag garbage should there be any possibility of tearing or leakage and must clean up in the event of a spill or be subject to a fine plus any additional charges for cleaning.
- (f) A resident abandoning discarded material or property, dumping, and/or not properly depositing garbage and recycling will be subject to a fine.
- (g) Cardboard boxes must be flattened prior to disposal in appropriate bin.
- (h) Compost and organic waste is to be disposed of as required by the City.

RENTALS

44. Residential rentals

- 44.1 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.
- 44.2 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.

VISITORS AND CHILDREN

45. Children and supervision

- 45.1 Residents are responsible for the conduct of 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.
- 45.2 Residents are responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a level, in the sole determination of a majority of the council, that will not disturb the quiet enjoyment of others.
- 45.3 Residents are responsible to assume liability for and properly supervise activities of children including, but not exhaustively, bicycling, skateboarding and hockey.

MISCELLANEOUS

46. Miscellaneous

- 46.1 A resident or visitor must not smoke on common property or limited common property.
- 46.2 A resident or visitor must not use or store barbecues on common property, including limited common property, other than barbecues fueled by propane or natural gas.
- 46.3 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.
- 46.4 A resident must not permit any person to play or loiter in the garden areas, on common property or on land that is a common asset.
- 46.5 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle or charging an electric vehicle.
- 46.6 Subject to bylaw 37, a resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the common property or in a strata lot, unless authorized by the council This shall include exterior painting and the addition of wood, ironwork, concrete or other materials.
- 46.7 A resident may post notices on the designated bulletin board, subject to being removed by the council if deemed inappropriate or posted for in excess of one week.
- 46.8 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.
- 46.9 A resident must ensure that drapes or blinds visible from the outside of the building are neutral (including natural wood color), cream or white in color.
- 46.10 A resident who installs Christmas lights must not install them before November 15 and must remove them not later than January 15th. Annual Fire Inspection and Dryer Vent Cleaning.

ANNUAL FIRE INSPECTION AND DRYER VENT CLEANING

- 47. An owner, tenant, or occupant of a strata lot must grant access to their strata lot for the purpose of performing regularly scheduled maintenance to the in-suite fire safety systems dryer vent cleaning. The strata corporation will give a minimum of two weeks written notice of the date for in-suite fire safety systems servicing and dryer vent cleaning. If an owner, tenant or occupant fails to grant access to their strata lot on the date of the service(s), the strata lot owner must make their own arrangements, at their cost, within seven (7) days to have the necessary works completed using the strata corporation's approved service provider. Failure to comply within seven (7) days may result in

the strata lot owner being fined \$200.00 with this fine recurring every seven (7) days until such time that the works are completed.

48. Video surveillance & privacy bylaw

48.1 The strata corporation may collect and use personal information from video surveillance only for the following purposes to protect the:

- (a) personal property of owners, tenants, occupants, visitors and invitees;
- (b) common property and common assets of the strata corporation;
- (c) security and physical safety of owners, tenants, occupants, visitors and invitees to the building; and
- (d) for the purpose of conducting an investigation in response to a specific complaint or evidence of unauthorized entry, theft or threat to personal safety or damage to property.

The Strata shall not collect and use personal obtained from video surveillance and access control systems to:

- (e) enforce minor bylaws unless a tenant or owner has received a written warning after contravening the bylaw on three consecutive occasions; or
- (f) conduct a routine review of video surveillance footage

48.2 Personal information collected from the use and operation of video surveillance system and access control system will be retained in electronic data storage for up to 3 days unless the Strata utilizes an individual's personal information to make a decision that directly affects the individual in which case the Strata must maintain the personal information for at least one year after the Strata has made that decision.

Subject to the one-year retention requirement, the Strata will only retain personal information for as long as necessary to fulfill a legal or business purpose.

48.3 Personal information recorded and collected using video surveillance and access control systems will, provided that the personal information has not previously been recorded over, be made available for inspection within 24 hours from the date of the request of the individual and a reasonable fee will be charged for the inspection of that personal information.

48.4 The only persons authorized to view video surveillance footage solely for the purposes specified in this bylaw are the Concierge, Strata Property Manager, and Council member responsible for ensuring compliance with the Strata's Privacy Policy which is appended as Schedule A to the Strata's Bylaws.

48.5 Signage shall be posted in those areas under surveillance to inform owners, tenants, occupants, visitors, and invitees that the premises are being monitored by video surveillance.

48.6 Video surveillance cameras shall be located in the following areas:

- (a) at the entrance to the building;

- (b) within the lobby;
- (c) loading deck;
- (d) entry into the parkade;
- (e) gate within the parkade; and
- (f) elevator

Additional cameras may be installed in other locations provided that there is objective, verifiable evidence of specific concerns about personal safety, or in order to protect personal and common property that other measures have not been able to effectively address.

Video cameras shall not be located in areas where owners, tenants, occupants, visitors, and invitees have a reasonable expectation of privacy such as the washroom.

48.7 Video surveillance shall be in operation for 24 hours of every day.

48.8 The Strata may install and use an access control system for the security of the owners and tenants. Key fobs may monitor access by owners and tenants to the common areas throughout the building.

SCHEDULE A

PRIVACY POLICY STRATA EPS 2328

Preamble:

The Strata Corporation EPS 2328, the “Strata” adheres to the ***BC Personal Information Protection Act***. “**PIPA**” which sets out how organizations such as strata corporation, may collect, use and disclose personal information about individuals. The Strata respects the privacy rights of owners, tenants, occupants and their visitors by complying with its legal obligations under PIPA and the privacy policy set out below.

STRATA’S LEGAL OBLIGATIONS UNDER PIPA:

A. Collection of Personal Information

1. Under **PIPA** the Strata is required to obtain the consent of owners and tenants before it is permitted to collect, use or disclose personal information unless consent is not required or is implied.
2. The Strata is not required to obtain consent under Section 35 of Strata Property Act, the “**SPA**” in order that it may create required records such as list of owners with their strata lot addresses, mailing addresses if different, strata lot numbers as shown on the strata plan, parking stall numbers, if any, and unit entitlements; a list of council members, a list of names of tenants and other required records under section 35.
3. The Strata is required to obtain the consent of owners or tenants to collect additional personal information not specified under SPA . This consent may occur at the Strata’s Annual General Meeting with the approval of a specific bylaw detailing the purpose of the collection and use of personal information in order that the Strata Council can properly manage the Strata. This would include:
 - Banking or credit card information to allow pre-authorized payments to pay strata fees;
 - Information regarding pets in a suite;
 - Personal information collected through the use of video surveillance equipment;
 - Names of all persons living in a suite; and
 - Personal Information created by a computerized access key fob system, if the activity of the fob is being collected and/or recorded by the Strata.
4. A Strata should only collect the minimum amount of personal information necessary for it to fulfill its obligations under the Strata Property Act, the “Act” and other legislation.

B. Use of Personal Information

1. In certain situations the **PIPA** permits the Strata to use personal information without the consent of the individual where the collection is clearly in the interests of the individual and consent cannot be obtained in a timely way.

Example 1, is an owner is on vacation and has authorized a relative to check the unit and pick up the mail. In the event of an emergency, the Strata may have to collect some of the owner's personal information from the person checking the unit so that contact may be made quickly.

Example 2, where consent for the collection of personal information would reasonably compromise the availability or accuracy of the personal information and the collection is reasonable for an investigation or a proceeding.

Example 3, The personal information is necessary for the collection of a debt or payment of a debt owed to the Strata.

Example 4, the personal information is available from a public source.

2. PIPA requires that the Strata may only use personal information for the purposes for which it was collected. The primary purpose for which personal information is collected must be identical to the purposes stated in the Strata's privacy policy and procedures. Any other use will be unauthorized secondary use of personal information unless the individual has consented to its use or PIPA authorizes that other use without the individual's consent. The Strata is required to ensure that it uses only the minimum amount and type of personal information necessary to carry out those primary purposes.

C. Disclosure of Personal Information

1. Personal information recorded and collected will not be disclosed to any person, other than: the strata property manager; the concierge; elected members of the strata council during the course of exercising the powers and performing the duties of the strata corporation, and the strata corporation's legal counsel except:
 - (i) when required or authorized by law to do so,
 - (ii) when disclosure is consented to in writing by an owner, tenant, or occupant,
 - (iii) to up-date banking or financial records,
 - (iv) when required to collect outstanding strata fees,
 - (v) during the course of a criminal investigation involving vandalism to or theft of common property or common assets of the strata corporation, vandalism to or theft
 - (vi) of personal belongings of owners, tenants, occupants, visitors and invitees, or the

- (vii) physical assault of an owner, tenant, occupant, visitor, or invitee,
- (viii) when the police or federal, provincial, or municipal agencies provide a warrant, subpoena or court order or written request stating its an internal file number, statutory authority, the offence under Canadian laws and that information would assist the investigation to determine whether an offence occurred or charges should be laid or the offence be prosecuted.

D. Security of Personal Information

The Strata will take all reasonable precautions to ensure that personal information is kept safe from loss, unauthorized access, modification or inappropriate disclosure. to prevent against risks such as unauthorized access, collection, use and, disclosure, copying modification or disposal of personal information. Personal information is mainly kept secure by:

- (a) locking file cabinets and offices;
- (b) leaving a clean desk;
- (c) allowing only authorized persons to access files;
- (d) taking steps to ensure that portable storage devices, such as laptops, cannot be easily stolen;
- (e) ensuring that email addresses used for business purposes are only accessible by the appropriate individuals;
- (f) ensuring that confidential information is not left in a vehicle or gym locker where it can be easily stolen;
- (g) ensuring that only the minimum number of people have access to certain documentation and only for a proper purpose (such as);
- (h) physically destroying memory storage devices or properly erasing them when destroying computers or other electronic devices;
- (i) destroying information after it is no longer required;
- (j) shredding papers;
- (k) ensuring that all third parties hired to collect, use or disclose Personal Information are aware of and bound by the Strata's Privacy Policy and
- (l) keeping personal information secure when it is being destroyed by hiring a third party to remove and destroy confidential materials.

E. Accuracy of Personal Information

1. The Strata shall take reasonable steps to ensure that the personal information collected, used and disclosed is accurate. At times, the Manager may write to individuals to ask them to correct an errors or omissions in their personal

2. Pursuant to section 24 of PIPA, an individual has the right to request that the Strata correct an error or omission in his or her personal information if that personal information is about the same individual and in the control of the Strata. If the Strata is satisfied that an individual's request for correction is reasonable, it will correct the personal information and send the individual's corrected personal information to each organization it was disclosed to as soon as reasonably possible during the year before it was corrected.

F. Access to Personal Information

1. Individuals have the right to access their personal information under the Strata's custody or control. A request for access must be made in writing to the Manager who may require individuals to prove their identity before giving them access to their personal information.
2. The request must contain sufficient detail to identify the personal information which is sought. A response may be expected within 30 days or, in certain circumstances, such longer period of time as may be authorized under PIPA. In some circumstances requests for information may be refused by law. In such cases the reasons for refusal and further steps that are available to the applicant for a review of the decision will be provided in writing.
3. PIPA allows a minimal fee to be charged for the disclosure of information. Our fee for disclosure of information is \$25.00 per hour of access, or .25 cents per page. These fees will not be charged for disclosure of personal information that the Manager retains, as the agent for the Strata. The Strata may require a deposit or payment in full of the minimal fee prior to providing access to the personal information.
4. An individual who is not satisfied with the response from the Manager, has the right to ask the Office of the Information and Privacy Commissioner of British Columbia to review the decision. There are time limits to request a review under PIPA and individuals wanting a review should seek legal advice.

G. Withdrawal Of Consent

Individuals may withdraw their consent at any time by giving the strata corporation reasonable notice, but this does not apply to information which by law or pursuant to a contract with the individual the strata corporation is permitted or required to disclose.

When individuals tell the Strata that they are withdrawing consent, the Strata is required to tell them of the likely consequences of withdrawing consent (such as the strata corporation being unable to provide them with services or goods that require their personal information). Banking information stored only by the Strata property management company is subject to their privacy policy. Information concerning the names, addresses and contact information for owners and tenants is stored at our Manager's office (and subject to their privacy policy) and at the Strata Council office.

