



STRATA PLAN EPS 1755 THE ROLSTON

BYLAWS

**STRATA PLAN EPS 1755
THE ROLSTON BYLAWS**

Amendments:

Registration:	March 31, 2015	CA4313313
Registration:	April 9, 2015	CA4327590
Registration:	April 19, 2016	CA5119236
Registration:	April 13, 2017	CA5933428
Registration:	April 26, 2018	CA6738371
Registration:	April 11, 2019	CA7442804
Registration:	July 24, 2020	CA8321809

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

PART 1 - SEPARATE SECTIONS.....	1
Commercial Section	1
Residential Section.....	1
Administration of sections.....	1
Payment and collection of section fees.....	1
Expenses of a separate section.....	1
PART 2 - DUTIES OF OWNERS OF ALL STRATA LOTS, TENANTS, OCCUPANTS AND VISITORS.....	5
Payment of strata fees.....	5
Repair and maintenance of property by owner	5
Use of property.....	6
Inform strata corporation.....	7
Obtain approval before altering a strata lot	7
Obtain approval before altering common property	8
Permit entry to strata lot.....	8
Claims on insurance policies	9
Pets 10	
Compliance with bylaws	12
PART 3 - POWERS AND DUTIES OF STRATA CORPORATION AND COUNCIL	12
Repair and maintenance of property by strata corporation.....	12
Council size.....	13
Council members' terms.....	13
Removing council member	13
Replacing council member	13
Officers.....	14
Calling council meetings.....	14
Quorum of council	14
Council meetings.....	15
Voting at council meetings.....	15
Council to inform owners of minutes	15
Delegation of council's powers and duties	15
Spending restrictions	16
Limitation on liability of council member.....	16
PART 4 - ENFORCEMENT OF BYLAWS AND RULES AND MAXIMUM FINE	16
Continuing contravention	17
Small claims court	17

PART 5 - ANNUAL AND SPECIAL GENERAL MEETINGS 17

Person to chair meeting..... 17
Participation by other than eligible voters 18
Quorum and Voting 18
Order of business 19

PART 6 - BYLAWS APPLICABLE TO THE RESIDENTIAL STRATA LOTS USE OF PROPERTY..... 19

Garbage disposal 22
Bicycles, storage and parking..... 22
Move in / move out 24
Residential Rentals..... 25
Selling of strata lots 25
Residential executive size 26
Executive members' terms 26
Removing executive members..... 26
Replacing executive members..... 26
Executive officers 27
Calling executive meetings 27
Quorum of executive 27
Executive meetings 28
Voting at executive meetings..... 28
Executive to inform owners of minutes 28
Delegation of executive's powers and duties 28
Spending restrictions 29
Limitation on liability of executive member..... 29
Small claims court 29

PART 7 - BYLAWS APPLICABLE TO COMMERCIAL STRATA LOTS 30

Garbage disposal 30
Signs and displays..... 30
Awnings..... 30
Vents and exhaust..... 31
Commercial Section executive size 31
Executive members' terms 31
Removing executive members..... 31
Replacing executive members..... 31
Executive officers 32
Calling Commercial Section executive meetings 32
Quorum of Commercial Section executive 32
Executive meetings 33
Voting at executive meetings..... 33
Executive to inform owners of minutes 33
Delegation of executive's powers and duties 33
Spending restrictions 34
Limitation on liability of Commercial Section executive member 34
Small claims court 34

PART 8 - VOLUNTARY DISPUTE RESOLUTION.....	35
PART 9 - MARKETING ACTIVITIES BY OWNER DEVELOPER DISPLAY LOT MARKETING ACTIVITIES	35
PART 10 -.....	35
PART 11 -.....	37

**THE ROLSTON
Strata Plan EPS 1755**

SCHEDULE OF STANDARD BYLAWS

Part 1 - Separate Sections

Commercial Section

- 1.1 The owners of all non-residential strata lots (being Strata Lots 188 to 193 and sometimes referred to herein as commercial strata lots) form a separate section within the strata corporation consisting of all the non-residential strata lots in the strata plan and bearing the name "Section 1 of The Owners, Strata Plan EPS 1755" (the "**Commercial Section**").

Residential Section

- 1.2 The owners of all residential strata lots (being Strata Lots 1 to 187) form a separate section within the strata corporation consisting of all the residential strata lots in the strata plan and bearing the name "Section 2 of The Owners, Strata Plan EPS 1755" (the "**Residential Section**").

Administration of sections

- 1.3 (1) The Residential Section must elect an executive in the manner described in part 6 of these Bylaws.
- (2) The Commercial Section must elect an executive in the manner described in Part 7 of these Bylaws.

Payment and collection of section fees

- 1.4 (1) Upon receipt each month of strata fees from the owners, the strata corporation will deposit into separate accounts that portion of such fees which is applicable to the strata corporation operating fund, the strata corporation contingency reserve fund, the operating fund of the applicable separate section and the contingency reserve fund of the applicable separate section. In the event of a shortfall, the strata corporation shall deposit to each of the operating fund and the contingency reserve fund of the applicable separate section in priority to the funds to be deposited into the operating fund and the contingency reserve fund of the strata corporation.
- (2) At the request of a separate section, the strata corporation will register a lien against an owner's strata lot if section fees have not been paid to the strata corporation as part of such owner's strata fees or if a special levy approved by a separate section has not been paid by such owner.

Expenses of a separate section

- 1.5 (1) Subject to section 100 of the Act and the Regulation, operating expenses that are payable by the Residential Section, including but not limited to the following:

- (a) the electrical consumption charges associated with meter #4828421 or its replacement;
- (b) the natural gas consumption charges associated with meter #PSM620023 or its replacement;
- (b) garbage removal for the benefit of the residential strata lots;
- (c) the cost of any necessary maintenance, repair and replacements of the areas that form part of the Residential Section's duty to repair and maintain under bylaw 1.5(3),

will be paid from the operating budget for the Residential Section and must borne by the owners of the strata lots comprising the Residential Section in accordance with the following formula established by section 195 of the Act:

$$\frac{\text{unit entitlement of residential strata lot}}{\text{total unit entitlement of all residential strata lots}} \times \text{contribution to operating fund of the Residential Section}$$

- (2) Subject to section 100 of the Act and the Regulation, operating expenses that are payable by the Commercial Section, including but not limited to the following:

- (c) the electrical consumption charges associated with meter #5998386 or its replacement;
- (d) the natural gas consumption charges associated with meter #OCM998484 or its replacement;
- (c) garbage removal for the benefit of the commercial strata lots;
- (d) the cost of any necessary maintenance, repair and replacements of the areas that form part of the Commercial Section's duty to repair and maintain under bylaw 1.5(4),

will be paid from the operating budget for the Commercial Section and must borne by the owners of the strata lots comprising the Commercial Section in accordance with the following formula established by section 195 of the Act:

$$\frac{\text{unit entitlement of residential strata lot}}{\text{total unit entitlement of all non-residential strata lots}} \times \text{contribution to operating fund of the Commercial Section}$$

- (3) The Residential Section must repair and maintain all of the following:

- (a) common assets of the Residential Section;
- (b) the following areas of common property:
 - (i) the enterphone system servicing the Residential Strata Lots only;

- (c) the following areas of limited common property:
 - (i) limited common property that has been designated for the exclusive use of all of the strata lots within the Residential Section, which for clarity consists of the following:
 - A. parking on levels P1 - P5;
 - B. lobbies on floors 1 to 27, ground level and levels P1 - P5;
 - C. residential elevators and elevator machine room;
 - D. storage on level P3;
 - E. bike storage on ground level and level P1;
 - F. garbage/ recycling on level P1;
 - G. stairs on floors 1 to 28 and ground level;
 - H. vestibule on ground level;
 - I. amenity room;
 - J. boiler room on level 27;
 - K. roof terraces, planters and children's play area on levels 16 and 27; and
 - L. washroom on level 27.

- (4) The Commercial Section must repair and maintain all of the following:
 - (a) common assets of the Commercial Section;
 - (b) the following areas of common property:
 - (i) enterphone system serving the Commercial Strata Lots only; █
 - (c) the following areas of limited common property:
 - (i) limited common property that has been designated for the exclusive use of all of the strata lots within the Commercial Section, which for clarity consists of the following:
 - A. commercial elevators;
 - B. parking on level P1;
 - C. service, storage and garbage room on ground level;
 - D. bike storage on ground level;

- E. boiler room on the ground level;
- F. electrical emergency room on level 1;
- G. stairs on level 1 and 2;
- H. vestibule on level 1;
- I. storage on level 1; and
- J. corridor on level 1.

By-Law restrictions

1.6 Notwithstanding anything contained in these bylaws to the contrary, no bylaw or rule of the strata corporation shall prohibit, prevent or impair the owner of a non-residential strata lot from:

- (a) fully utilizing a non-residential strata lot for commercial purposes in accordance with the applicable governmental zoning or other applicable bylaws and rules and regulations in effect from time to time, and without limiting the generality of the foregoing:
 - (1) the strata corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the owner of a non-residential strata lot from fully utilizing a non-residential strata lot for commercial purposes as may be permitted pursuant to the applicable governmental zoning or other applicable bylaws and rules and regulations in effect from time to time, provided that the activity carried on in a commercial strata lot is not a breach of any bylaws expressly applicable to the Commercial Section or a non-residential strata lot.
 - (2) The strata corporation will not pass any bylaws or rules which restrict the hours of operation of any business carried on within a non-residential strata lot; and
 - (3) The strata corporation will not pass any bylaws or rules which prohibit, prevent or impair the ability of an owner or occupant of a non-residential strata lot from leasing, subleasing, granting a licence, entering into any lease, sublease, or license arrangement with respect to the use of a non-residential strata lot; and
- (b) affixing, installing, repairing, maintaining or replacing signage on the exterior walls or surfaces or other common property around the outside perimeter of such owner's non-residential strata provided that such signage has
 - (1) been approved by the owner-developer until the Commercial Section has been formed and thereafter has been approved by the Commercial Section acting reasonably;

- (2) has received approval as required under all applicable governmental laws, bylaws, permits or orders and is in compliance therewith; and
- (3) is in keeping with the balance of the development of which the strata lot forms a part in terms of quality, design, proportion and colour;

and without limiting the generality of the foregoing, the strata corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the owner of a non-residential strata lot from installing, affixing, replacing, repairing or maintaining any such signage.

Approvals by a separate section

- 1.7 Any consent, approval or permission given under these bylaws by the executive of a separate section will be revocable at any time upon reasonable notice.

Part 2 - Duties of Owners of all Strata Lots, Tenants, Occupants and Visitors

Payment of strata fees

- 2.1 (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. The strata fees will be made up of the fees owing to the strata corporation and the fees owing to the owner's separate section.
- (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum compounded annually, and allocated on a monthly basis commencing the date the payment was due and continuing until the last day of the month in which it is paid.

Repair and maintenance of property by owner

- 2.2 (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 or a separate section under these bylaws.
- (3) Despite bylaws 1.5(3), 1.5(4) and 3.1 and without limiting bylaw 2.2(2), an owner who has the use of a balcony or roof deck that is designated as limited common property for the exclusive use of only their strata lot is responsible for cleaning of such balcony or roof deck and removing any debris that prevents drainage from that balcony or roof deck.
- (4) A resident or visitor must not wash a patio or balcony in a manner that permits or results in water to overflow or sweep on to another strata lot or limited common property.

Use of property

- 2.3 (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;

provided always that the use of any commercial strata lot in compliance with the laws of the Province of British Columbia and Canada applicable therein and the applicable by-laws, rules, resolutions and orders of the City of Vancouver shall not be a use in breach of this bylaw 2.3.

- (2) An owner, tenant, occupant, or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under the Act.
- (3) (a) For the purposes of this bylaw 2.3(3), the following definitions apply:
- (i) “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;
 - (ii) “vape” or “vaping” includes inhaling, exhaling, vapourizing or carrying or using an activated e cigarette.
- (b) A resident or visitor must not smoke or vape anywhere on or within Strata Plan EPS 1755, including in a strata lot.
- (c) A strata lot and the common property (including limited common property) must not be used, occupied or modified for the purpose of the growing, producing, harvesting, marketing, selling or distribution of cannabis or marijuana. Storage within a strata lot or transport through common property of cannabis or marijuana is also prohibited, except for quantities less than or equal to limits specified (if any) for legal personal possession of cannabis or marijuana under relevant Canadian or BC legislation.

Inform strata corporation

- 2.4 (1) Within two 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.

Obtain approval before altering a strata lot

- 2.5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to, as applicable, a strata lot or common property 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 (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (i.e. including, for example, adding security devices to the entrance door to a strata lot);
 - (e) fences, railings or similar structures to enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) parts of the strata lot which the strata corporation must insure under the *Strata Property Act* including, without limitation, fixtures installed by the owner developer as part of the original construction of a strata lot;

provided always that bylaw 2.5(1)(d) and (e) will not apply to a non-residential strata lot owner who shall have the right to make alterations to those elements set out in bylaw 2.5(1)(d) and (e) associated with the owner's strata lot without the written consent of the strata corporation but subject to the owner's obligation to repair and maintain any such alterations.

- (2) The strata corporation must not unreasonably withhold its approval under bylaw 2.5(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) An owner must not do, or permit any tenant, occupant or visitor of or to his or her strata lot to do, any act, nor alter, or permit any tenant, occupant or visitor of or to his or her strata lot to alter, his or her strata lot, in any manner, which in the opinion of the strata council will alter the exterior appearance of the building.

- (4) A resident must not permit any construction debris, materials or packaging to be deposited in the Strata Corporation's disposal containers.
- (5) An owner must ensure that the delivery of any construction materials is through the parking lot and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings. An owner must not permit any renovations/alterations materials to be delivered through the main lobby.
- (6) An owner must be responsible to ensure:
Drop clothes are installed and removed daily between the elevators and the Strata lot as well as between other doors to protect common areas from any spillage or dripping; and Stairs, lobbies and paths through the parking areas are immediately cleaned in the event of spillage or dripping.;
- (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 licences are obtained

Obtain approval before altering common property

- 2.6
- (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, to indemnify the strata corporation and a separate section for any loss, damage or expense arising from the installation, presence or removal of the alteration, and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

Permit entry to strata lot

- 2.7
- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation or, where applicable a separate section, to enter the strata lot or limited common property designated for the exclusive use of the strata lot:
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time on 48 hours' written notice,
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under the *Strata Property Act*,
 - (ii) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under the *Strata Property Act*; and

- (iii) to ensure compliance with the *Strata Property Act* and these bylaws.

Without limiting the generality of the foregoing, the rights granted to the strata corporation or a separate section under this bylaw shall include the right to use any balconies or decks that have been designated as limited common property as a staging area for window washers and window washing equipment or for landscapers or greenery maintenance staff or to otherwise use such limited common property as may be necessary to properly operate all window washing equipment or landscaping equipment as the case may be.

- (2) The notice referred to in bylaw 2.7(1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) In exercising its rights under this bylaw, the strata corporation or a separate section will not unreasonably interfere with the operation of any owner, tenant or occupant of a non-residential strata lot.
- (4) Without limiting the generality of the foregoing, an owner, tenant, or occupant of a strata lot must grant access to their strata lot for the purpose of performing regularly scheduled maintenance and inspections, including but not limited to maintenance and inspection of the in-suite fire safety systems. Owners, tenants and/or occupants will receive a notice for a scheduled maintenance and inspection from the strata corporation and, despite bylaw 2.7(2) the notice period will be at least three weeks.
- (5) If an owner, tenant or occupant fails to:
 - (i) grant access to their strata lot in accordance with bylaw 2.7(1);
 - (ii) grant access to their strata lot in accordance with bylaw 2.7(4) after the strata corporation or a separate section gives notice of the scheduled maintenance and inspection; or
 - (iii) make alternative arrangements for access required under bylaw 2.7(4) that the strata corporation or a separate section agrees to in writing;

all costs incurred by the strata corporation and/or a separate section as a result of the failure, including the cost to re-schedule and complete the repair, inspection or maintenance will be charged against the owner of the strata lot and will thereupon become due and payable immediately.

Claims on insurance policies

- 2.8 (1) An owner, tenant or occupant must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on the insurance policy of either the strata corporation or a separate section.

- (2) A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance and any applicable section insurance. Without limiting the foregoing, a resident is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance and/or any applicable section insurance for which the owner is responsible.
- (3) If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation and/or a separate section from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any policy of strata insurance or section insurance. Without limiting the generality of the word “responsible”, an owner is responsible for the owner’s own acts or omissions, as well as those of any of the tenants, occupants, visitors (including but not limited to agents, contractors and employees) and pets of the strata lot or the owner.
- (4) For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation or a separate section will be considered an expense not covered by the proceeds of strata insurance or any applicable section insurance received by the strata corporation or the separate section and will be charged to the owner.
- (5) An owner, tenant or occupant must contact the property manager for the strata corporation to report damage to a strata lot, common property, including limited common property, or the common assets (the “damage”).
- (6) If the damage is above the value of the strata insurance deductible and covered by the strata insurance policy, the strata corporation may arrange and co-ordinate any repair and maintenance covered by strata insurance policy including the value of the deductible in conjunction with the strata insurer even if those areas of repair and maintenance relate to areas that a separate section is responsible for repairing and maintaining under these bylaws. This bylaw does not affect the strata corporation’s power to charge back an insurance deductible in accordance with bylaw 2.8(3).
- (7) If the damage is below the value of the strata insurance deductible, the responsibility for repairing the damage falls to the party responsible for repairing and maintaining the areas that suffered the damage under bylaws 2.2, 2.5, 2.6, 3.1 and 7.1.

Pets

[NOTE TO READER: The pet restrictions set out in bylaws 2.9(1) and (2) were filed by the owner developer as part of the Form Y bylaws, filed in the Land Title Office on November 16, 2013 under registration no. CA3459753. The pet restrictions have not been repealed or replaced since that and are restated here as bylaws 2.9(1) and (2) for convenience only.]

- 2.9 (1) A resident or visitor must not keep any pets or other animals (collectively “**pets**”) on a strata lot or common property (including limited common property) or on land that is a common asset except in accordance with these bylaws.

- (2) The keeping of pets in or about the strata lot or the limited common property relating to such a strata lot is restricted to the following:
 - (a) A reasonable number (as determined by the strata council from time to time) of fish or other small aquarium animals;
 - (b) A reasonable number (as determined by the strata council from time to time) of small caged animals;
 - (c) up to 2 caged birds; or
 - (d) two dogs or two cats or one dog and one cat;
- (3) An owner, tenant, occupant, or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An owner, tenant or occupant must not 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, the pet owner will immediately and completely remove all of his or her 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 other sanitary means and if, in the reasonable opinion of the strata corporation or a separate section, as applicable, any special cleaning is required as a result of the pet urinating or defecating, the pet owner will pay all costs of such special cleaning.
- (5) Where a visitor brings an animal or pet onto the common property or any limited common property, the owner of the applicable strata lot will be responsible to ensure that the visitor complies with all requirements of these bylaws as they relate to pets and that owner will 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 in his or her strata lot.
- (6) No vicious dogs are permitted in any strata lot or any portion of the common property limited property or any land which is a common asset. For the purposes of this bylaw a vicious dog means the following:
 - (a) any dog that has killed or injured
 - (i) any person; or
 - (ii) another animal;
 - (b) any dog that aggressively harasses or pursues another person or animal;
 - (c) any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting; or

- (d) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier or any dog of mixed breeding which includes any of these breeds or any dog which has the appearance and physical characteristics predominately conforming to the standards of any of the above breeds, as established by the Canadian Kennel Club, the American Kennel Club or the United Kennel Club, as determined by a veterinarian licensed to practice in the Province of British Columbia.

Compliance with bylaws

- 2.10 An owner, tenant, occupant, or visitor must comply strictly with these bylaws and with any rules adopted by the strata corporation or either of the separate sections applicable to such owner, tenant, occupant, or visitor from time to time.

Part 3 - Powers and Duties of Strata Corporation and Council

Repair and maintenance of property by strata corporation

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

- (1) common assets of the strata corporation;
- (2) common property that has not been designated as limited common property or designated as the responsibility of a separate section under bylaw 1.5;
- (3) limited common property (except for repair and maintenance that is the responsibility of an owner under bylaw 2.2 or a separate section under bylaw 1.5) but the duty to repair and maintain it is restricted to:
 - (a) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (b) as provided in bylaws the following, no matter how often the repair or maintenance ordinarily occurs:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, decks, balconies and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property (including, without limitation, the entrance doors to strata lots);
 - (v) fences, railings and similar structures that enclose patios, balconies and yards;
- (4) a strata lot, but the duty to repair and maintain it is restricted to:

- (a) the structure of a building,
- (b) the exterior of a building, and
- (c) doors, windows and skylights (including the casings, the frames and the sills of such doors, windows and skylights) on the exterior of a building or that front on the common property.

Council size

3.2 The council must have at least 3 and not more than 7 members, and at least one of its members will be a commercial strata lot owner and at least one of its members will be a representative of a residential strata lot owner; provided, however, that if no commercial strata lot owner agrees to be a member of the council, the council may consist of only residential strata lot owners.

Council members' terms

- 3.3 (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 re-election.

Removing council member

- 3.4 (1) The strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term; provided, however, that, if the council member removed was the sole commercial strata lot owner on the council, subject to bylaw 3.4(3), the replacement council member must be a commercial strata lot owner, unless no commercial strata lot owner agrees to become a council member, in which case the replacement council member will be a residential strata lot owner.
- (3) 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.

Replacing council member

- 3.5 (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) Subject to bylaw 3.2, 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 20% 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.

Officers

- 3.6
- (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 and a vice president, and may elect 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 remaining council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 3.7
- (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 referred to in bylaw 3.7(1) 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.

Quorum of council

- 3.8
- (1) A quorum of the council is
 - (a) 2, if the council consists of 3 or 4 members,

- (b) 3, if the council consists of 5 or 6 members, and
 - (c) 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.

Council meetings

- 3.9 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may not attend strata council meetings as observers unless council, in its sole discretion, agrees to permit members to attend.
- (4) Despite bylaw 3.9(3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

Voting at council meetings

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

Council to inform owners of minutes

- 3.11 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. Minutes will be provided electronically and not mailed to owners.

Delegation of council's powers and duties

- 3.12 (1) Subject to bylaws 3.12(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 bylaw 31.2(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.

Spending restrictions

- 3.13 (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 bylaw 3.13(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.

Limitation on liability of council member

- 3.14 (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) Bylaw 3.14(1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation or a separate section.

Part 4 - Enforcement of Bylaws and Rules and Maximum Fine

- 4.1 (1) The strata corporation, and each separate section with respect to any bylaw or rule that relates solely to such section, may fine an owner or tenant a maximum of:
 - (a) \$200 for each contravention of a bylaw, and
 - (b) \$50 for each contravention of a rule.

- (2) Each owner is responsible for payment, without invoice, of any money (other than strata fees, special levies and fines) owing to the strata corporation or its separate section, as the case may be, as provided for in the Act or these bylaws and if the owner fails to pay any money so owing within 15 days after the date such money becomes due, the owner will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, an additional fine of \$25.00 will be levied against and paid by the owner and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the strata corporation or a separate section, as the case may be, 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 strata council or a section executive pursuant to the Act or these bylaws, will 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 non-lienable amount owing will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

Continuing contravention

- 4.2 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.

Approvals by strata council

- 4.3 Any consent, approval or permission given under these bylaws by the strata council will be revocable at any time upon reasonable notice.

Small claims court

- 4.4(1) 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 Commercial Section, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

Part 5 - Annual and Special General Meetings

Person to chair meeting

- 5.1 (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.

Participation by other than eligible voters

- 5.2 (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.

Quorum and Voting

- 5.3 (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 5.3(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.

- (2) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (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.
- (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.
- (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.
- (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.
- (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 who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

Order of business

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

- (1) certify proxies and corporate representatives and issue voting cards;
- (2) determine that there is a quorum;
- (3) elect a person to chair the meeting, if necessary;
- (4) present to the meeting proof of notice of meeting or waiver of notice;
- (5) approve the agenda;
- (6) approve minutes from the last annual or special general meeting;
- (7) deal with unfinished business;
- (8) 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;
- (9) ratify any new rules made by the strata corporation;
- (10) report on insurance coverage, if the meeting is an annual general meeting;
- (11) approve the budget for the coming year, if the meeting is an annual general meeting;
- (12) deal with new business, including any matters about which notice has been given;
- (13) elect a council, if the meeting is an annual general meeting;
- (14) terminate the meeting

Part 6 - Bylaws Applicable to the Residential Strata Lots Use of Property

6.1 An owner, tenant or occupant of a residential strata lot must not:

- (1) use, or permit any visitor of or to his or her strata lot to use, his or her strata lot for any purpose which involves undue traffic in or about the strata lot or common property or that encourages loitering by persons in or about the strata lot or common property;
- (2) obstruct or use, or permit any visitor of or to his or her strata lot 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;
- (3) leave, or permit any visitor to leave any item on the common property or any limited common property unless such item is expressly permitted under these bylaws or any applicable rule or with the approval of the strata council;

- (4) use, or permit any visitor of or to his or her strata lot 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 and such propane or electricity powered barbecues, hibachis and other light cooking devices will not be used except in accordance with rules made by the strata corporation from time to time;
- (5) shake, or permit any visitor of or to his or her strata lot to shake, any mops or dusters of any kind, nor throw, or permit any of or to his or her strata lot to throw, any refuse, out of the windows or doors or from the balcony of a strata lot;
- (6) do, or permit any visitor of or to his or her strata lot to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (7) permit a condition to exist within his or her strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (8) allow his or her strata lot to become unsanitary or a source of odour;
- (9) feed, or permit any visitor of or to his or her strata lot 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, which pet will be fed only in his or her strata lot;
- (10) install, or permit any visitor of or to his or her strata lot to install, any window coverings, visible from the exterior of his or her strata lot which are not horizontal blinds that are white in colour, matching the original white blinds installed in the strata lot by the owner-developer;
- (11) hang or display, or permit any visitor of or to his or her strata lot 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;
- (12) use or install, or permit any visitor of or to his or her strata lot to use or install, in or about the strata lot, the common property or any limited common property, any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the strata council;
- (13) erect on or fasten to, or any visitor of or to his or her strata lot to erect on or fasten to, the strata lot, the common property or any limited common property any television or radio antenna, satellite dishes, transmitters, telecommunications equipment or similar structure or appurtenance thereto;
- (14) place, or permit any visitor of or to his or her strata lot to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;

- (15) place, or permit any visitor of or to his or her strata lot to place any indoor-outdoor carpeting on any deck or balcony, or place any other items on any deck or the balcony except;
- (a) barbeques permitted under bylaw 6.1(4),
 - (b) free-standing, self-contained planter boxes, and summer furniture,
 - (c) removable flooring on the deck or balcony that is not affixed to the building in any manner, but only so long as the flooring material permits the underlying membrane to breathe and with the council's prior written approval,

nor install, or permit any visitor of or to his or her strata lot to install, any hanging plants or baskets or other hanging items within three feet of a balcony or deck railing line;

- (16) enclose (partially or fully), modify or add to the balcony or deck of the strata lot, and without limitation, not to install an awning or place plastic, glass or other material on the balcony to block wind or sun or for any other purpose;
- (17) permit to use of the common property roof top and 16th floor patios by more than ten (10) persons (whether the persons are owners, tenants, occupants or visitors) in respect of the strata lot, without the express written consent of the executive of the Residential Section;
- (18) use, or permit to be used, the residential strata lot except as a private dwelling home;
- (19) unless granted prior written approval by the residential executive, a resident must not allow more than three persons to occupy a strata lot originally designated by the owner developer as a one bedroom unit and not allow more than five persons to reside in a strata lot originally designated by the owner developer as a two bedroom unit. Without limiting the foregoing, a "person" is defined to include children, but excludes visitors staying for less than 30 days with an owner, occupant or tenant of a strata lot;
- (20) use, occupy, license or advertise a residential strata lot, or allow a residential strata lot to be used, occupied, licensed or advertised, as a vacation accommodation, short stay accommodation, travel accommodation, hostel, hotel room, bed and breakfast, lodging house, time-share, home exchange, homestay or student housing. Without limiting the foregoing, any agreement that grants occupancy of a residential strata lot for a period of less than three (3) month is a license not permitted under this bylaw 6.1(20).
- (a) Effective November 30, 2018, any breach of bylaw 6.1(20) is subject to a fine of \$1,000 per day.

- (21) use common property electrical outlets with the exception of temporary use where it is impractical to use an outlet in their strata lot. For example use of parking area outlets for vacuuming a motor vehicle, hallway outlets for vacuuming the common area hallways. Strata can limit the use anytime if use is found to be excessive or inappropriate.
- (22) bring a freshly cut and or live Christmas trees into the building.
- (23) keep Christmas lights up other than after November 15th of the year approaching Christmas and must remove them before January 15th of the year following Christmas.
- (24) keep plants that are not reasonable size for a balcony or patio on the balcony or patio membranes.
- (25) keep perennial (crawling plants), such as ivy, morning glory or clematis that attach to any area of the building, patios, balconies, railings or fences. All crawling type plants must have a space between the building envelope and the plant of a minimum of four (4) inches.
- (26) fail to report to the Strata Corporation any mould, moss or mildew on the patio or balcony areas assigned as limited common property to their strata lot.
- (27) leave common property entrances, doors, gates or exits ajar or unlocked that are accessible to the public. The entrances, doors, gates or exits should be attended by the resident until the entrances, doors, gates or exits are closed and securely locked.
- (28) enter any part of the restricted common areas of the Strata Corporation, such as the roof, electrical rooms, mechanical rooms and locked rooms other than their own; except with express permission of the Strata Council.
- (29) bicycle, skateboard, rollerblade or inline skate anywhere in the building.
- (30) Owners, residents or occupants shall not use profane, abusive or threatening language or engage in abusive or threatening behaviour that is directed toward the building staff, the strata manager, a member of the strata council or any tradesperson working at EPS 1755.

Garbage disposal

- 6.2 An owner, tenant or occupant of a residential 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, tenant or occupant will remove any materials other than ordinary household refuse and garbage from the strata plan at his or her expense.

Bicycles, storage and parking

- 6.3 (1) Bicycles are not permitted in elevators, hallways or any other common areas.

- (2) No bicycles are to be kept on the balconies or patios; instead, they must be stored within the owner's designated bicycle storage locker or such other area as may be prescribed in writing by the strata council.
- (3) All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only.
- (4) Any owner, tenant, occupant or visitor that leaves any item anywhere on or in the common property or on any limited common property does so at his or her own risk.
- (2) An owner, tenant or occupant of a residential strata lot must use parking stalls only for the parking of licensed and insured motor vehicles, trailers, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the strata council.
- (3) An owner of a residential strata lot must not:
 - (a) use, or permit any tenant or occupant of or to his or her strata lot to use, any parking space in the building or on the common property or on any limited common property, except a parking space (if any) which has been specifically assigned to such owner's strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space that has been specifically assigned to such other owner;
 - (b) carry out, or permit any tenant, occupant or visitor of or to his or her strata lot to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
 - (c) rent, lease or license the use of a parking space specifically assigned to such owner's strata lot or otherwise permit that parking space to be regularly used by anyone that is not a resident of the building;
 - (d) park, or permit any tenant, occupant or visitor of or to his strata lot to park any vehicle, in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property;
 - (e) use, or permit any tenant, occupant or visitor of or to his strata lot to use, any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the strata council.
- (4) An owner, tenant or occupant of a residential strata lot must promptly and at his or her own expense clean up any oil or other substance which spills or leaks onto the common property as a result of any activity prohibited by bylaw 6.4(4)(b).

Move in / move out

- 6.4 (1) The strata corporation may regulate the times and manner in which any moves into or out of residential strata lots may be made and require that such moves be co-ordinated with the manager of the building at least 7 days in advance of such moves, or such lesser period as the strata council may, in its sole discretion, permit; provided that if an owner carries out, or permits any tenant, occupant or visitor of or to his strata lot, 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 manager of the building, the owner will be subject to a fine of \$100.00, 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 residential strata lot must notify the strata corporation at least seven (7) days in advance of any such move of the date and time that the owner or an occupant of his or her strata lot will be moving into or out of the strata lot.
- (3) An owner must pay to the strata corporation a non-refundable user fee as follows for any move in and or move out or delivery to the owner's residential strata lot before such move or delivery as follows:
- (a) Except as provided in bylaw 6.4 (3) (b), An owner must pay a non-refundable move in fee of \$200.00 and a non-refundable move out fee of \$200 to the strata corporation prior to any move into the owner's strata lot, both such fees for a total of \$400 must be paid no less than 48 hours prior to the applicable move in. For clarity, this fee also applies to any large furniture delivery, or large delivery of renovation materials even where an owner, tenant or occupant is not first moving into the strata lot; and
- Strata lots with multiple residents that move in and/or move out at separate and different times will pay a separate and additional non refundable move in fee of \$200 and/or a non refundable move out fee of \$200 for each individual move in and move out, such fees in the amount as applicable must be paid no less than 48 hours prior to the applicable move in; and
- (b) If the strata lot is already furnished, such that there is no moving of any furniture or other items beyond a small quantity of items into the strata lot by an owner, tenant or occupant, \$50. For clarity, deliveries that involve more than a single elevator trip or involving the booking of the elevator will be charged the fee provided in bylaw 6.4 (3) (a).
- (4) In addition to the user fees payable pursuant to bylaw 6.4(3)(b), any expenses incurred by the strata corporation for to repair or replace damage, other than reasonable wear and tear, caused as a result of a move or delivery will be charged to the applicable owner.
- (5) An owner must conform and must ensure that any tenants or occupant conform to the moving and delivery rules established by the council from time to time.

- (6) An owner, tenant or occupant using the elevator during a move or delivery must ensure that the elevator service key and security fob(s) are used to control one elevator only. The elevator doors not jammed open in any manner.
- (7) An owner, tenant or occupant must ensure that, while they are moving into or out of a residential strata lot, the lobby doors are not left open, ajar or unattended and that furniture is not left piled in the lobby area.
- (8) An owner, tenant or occupant that is moving into or out a residential strata lot must ensure that all cardboard boxes associated with the move are flattened and properly disposed of in the appropriate receptacle.
- (9) An owner, tenant or occupant who moves any items into or out of a residential strata lot must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move or delivery.
- (10) No moving through the lobby. Large items through lobby must be verified by the concierge. All moves are to take place through the Parkade level one entrance/exit and schedule with a concierge for the times between 9:00 a.m. – 4:00 p.m. weekdays and 9:00 a.m. – 6:00 p.m. on weekends.

Residential Rentals

- 6.5
- (1) Prior to possession of a residential strata lot by a tenant, the landlord must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
 - (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.
 - (3) An owner must advise the strata council in writing of the time and date that any tenant intends to move in or out of the strata lot at least seven (7) days in advance of any such move and must make arrangements with the manager of the building to co-ordinate any such move in accordance with bylaw 6.4.

Selling of strata lots

- 6.6
- (1) An owner of a residential strata lot, when selling his or her strata lot, will not permit "for sale" signs to be placed on or about the common property except:
 - (a) on the signage board located adjacent to the entrance of the building which is designated by the Residential Section executive for such purpose; and
 - (b) on the day of an open house in respect of the strata lot, temporary signage on the exterior common property in respect of the open house.

Residential executive size

- 6.7 (1) The executive of the Residential Section must have at least 3 and not more than 7 members.
- (2) A member of the Residential Section executive is eligible for election to the strata corporation's council.

Executive members' terms

- 6.8 (1) The term of office of a member of the Residential Section ends at the end of the annual general meeting at which the new executive is elected.
- (2) A person whose term as member of the Residential Section executive is ending is eligible for re-election.

Removing executive members

- 6.9 (1) The Residential Section may, by a resolution passed by a majority vote at a meeting of the Residential Section, remove one or more members from the executive.
- (2) After removing a member from the executive, the Residential Section must hold an election at the same meeting to replace the member for the remainder of the term.
- (3) No person may stand for the Residential Section executive or continue to be on the executive with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot in respect of lienable amounts owing to the Residential Section.

Replacing executive members

- 6.10 (1) If a member of the Residential Section executive resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term.
- (2) A replacement member may be appointed from any person eligible to sit on the Residential Section executive.
- (3) The Residential Section executive may appoint a member under this bylaw 6.10 even if the absence of the member being replaced leaves the executive without a quorum.
- (4) If all members of the Residential Section executive resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20% of the votes in the Residential Section may hold a meeting to elect a new executive by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Executive officers

- 6.11 (1) At the first meeting of the Residential Section executive held after each annual general meeting of the Residential Section, the Residential Section executive 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 on the Residential Section executive at a time, other than the offices of president and vice president.
- (3) The vice president of the Residential Section executive has the powers and duties of the president of the Residential Section executive:
- (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 on the Residential Section executive other than the president is unwilling or unable to act for a period of 2 or more months, the remaining members of the Residential Section executive may appoint a replacement officer from among themselves for the remainder of the term.

Calling executive meetings

- 6.12 (1) Any member of the Residential Section executive may call an executive meeting by giving the other executive members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- (2) The notice referred in bylaw 6.12(1) does not have to be in writing.
- (3) A Residential Section executive meeting may be held on less than one week's notice if:
- (a) all executive members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all executive members either:
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

Quorum of executive

- 6.13 (1) A quorum of the Residential Section executive is:
- (a) 2, if the executive consists of 3 or 4 members,
 - (b) 3, if the executive consists of 5 or 6 members, and

- (c) 4, if the executive consists of 7 members.
- (2) Residential Section executive members must be present in person at the executive meeting to be counted in establishing quorum.

Executive meetings

- 6.14 (1) At the option of the Residential Section executive, executive meetings may be held by electronic means, so long as all executive members and other participants can communicate with each other.
- (2) If a Residential Section executive meeting is held by electronic means, executive members are deemed to be present in person.
- (3) Owners of residential strata lots may attend Residential Section executive meetings as observers.
- (4) Despite bylaw 6.14(3), no observers may attend those portions of executive meetings that deal with any of the following:
 - (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings;
 - (c) any other matters if the presence of observers would, in the executive's opinion, unreasonably interfere with an individual's privacy.

Voting at executive meetings

- 6.15 (1) At Residential Section executive meetings, decisions must be made by a majority of executive members present in person at the meeting.
- (2) If there is a tie vote at a Residential Section executive meeting, the president of the Residential Section executive may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a Residential Section executive meeting must be recorded in the Residential Section executive meeting minutes.

Executive to inform owners of minutes

- 6.16 The Residential Section executive must inform residential strata lot owners of the minutes of all Residential Section executive meetings within 2 weeks of the meeting, whether or not the minutes have been approved. Minutes will be provided electronically and not mailed to owners.

Delegation of executive's powers and duties

- 6.17 (1) Subject to bylaws 6.17(2) to (4), the Residential Section executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive, and may revoke the delegation.

- (2) The Residential Section executive 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 6.17(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 Residential Section executive 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.

Spending restrictions

- 6.18 (1) A person may not spend the Residential Section's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite bylaw 6.18(1), a Residential Section executive member may spend the Residential Section's money to repair or replace limited common property which has been designated for the use of the residential section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of executive member

- 6.19 (1) A Residential Section executive 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 Residential Section executive.
- (2) Bylaw 6.19(1) does not affect an executive member's liability, as an owner, for a judgment against the strata corporation or a separate section.

Small claims court

- 6.20 Notwithstanding any provision of the Act, the Residential Section may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the residential section, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

Security

- 6.21 An owner is responsible for any loss, damage, injury or breach of security arising from the loss of any keys, combinations, security cards or other means of access to the building, the parking garage or common areas or misuse of same provided to the owner or any tenant, occupant or visitor to the strata lot.

Part 7 - Bylaws Applicable to Commercial Strata Lots

Garbage disposal

- 7.1 The owner of a non-residential strata lot will remove or cause to be removed all refuse and garbage from their strata lots and deposit it or cause it to be deposited in the containers provided by the Commercial Section for that purpose.

Signs and displays

- 7.2 The owner of a non-residential strata lot will be permitted to install signs or notices within a non-residential strata lot so as to be visible from the exterior of such strata lot and on the exterior of such strata lot, on the condition that the size and design of such signs or notices:
- (a) have received any approvals required from all applicable governmental authorities, and
 - (b) are in keeping with the overall presentation of the development in terms of quality, design and colour.

All such signs and notices will be installed and maintained in good condition on an ongoing basis by and at the sole cost and risk of the owner of the applicable non-residential strata lot and such owner will take out and maintain at such owner's sole cost insurance for such signage as a reasonable owner displaying similar signage would obtain.

Awnings

- 7.3 The owner of a non-residential strata lot will be permitted to install awnings within and attach the same to the common property around the outside perimeter of a non-residential strata lot which face the city street, on the condition that the plans for such awnings
- (i) have received the written approval of the strata corporation, acting reasonably;
 - (ii) have received any approvals required from applicable governmental authorities, and
 - (iii) depict awnings which are in keeping with the balance of the development in terms of design, quality, proportion and colour.

Any awning installed as aforesaid will be maintained in good condition on an ongoing basis by and at the sole cost and risk of the owner of the non-residential strata lot and such owner will take out and maintain at such owner's sole cost insurance of such awnings as a reasonable owner installs similar awnings will obtain.

Vents and exhaust

- 7.4 No owner, tenant or other occupant of a non-residential strata lot shall cook or permit any cooking of any nature within the non-residential strata lot unless prior kitchen venting and exhaust equipment has been installed and is functioning in its intended manner to eliminate cooking odor.

Commercial Section executive size

- 7.5 (1) The executive of the Commercial Section must consist of the owners or a representative of an owner of each of the non-residential strata lots.
- (2) A member of the Commercial Section executive is eligible for election to the strata corporation's council.

Executive members' terms

- 7.6 (1) The term of office of a member of the Commercial Section executive ends at the end of the annual general meeting at which the new executive is elected.
- (2) A person whose term as member of the Commercial Section executive is ending is eligible for re-election.

Removing executive members

- 7.7 (1) The Commercial Section may, by a resolution passed by a majority vote at a meeting of the Commercial Section, remove one or more members from the executive.
- (2) After removing a member from the Commercial Section executive, the Commercial Section must hold an election at the same meeting to replace the member for the remainder of the term.
- (3) No person may stand for the Commercial Section executive or continue to be on the executive with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot with respect to lienable amounts owing to the Commercial Section.

Replacing executive members

- 7.8 (1) If a member of the Commercial Section executive resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the executive may appoint a replacement member for the remainder of the term.
- (2) A replacement member may be appointed from any person eligible to sit on the Commercial Section executive.
- (3) The Commercial Section executive may appoint a member under this bylaw 7.8 even if the absence of the member being replaced leaves the executive without a quorum.

- (4) if all the members of the Commercial Section executive resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20% of the votes in the Commercial Section may hold a meeting to elect a new executive by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Executive officers

- 7.9
- (1) At the first meeting of the Commercial Section executive held after each annual general meeting of the Commercial Section, the Commercial Section executive must elect, from among its members, a president and a vice president.
 - (2) A person may hold more than one office on the Commercial Section executive at a time, other than the offices of president and vice president.
 - (3) The vice president of the Commercial Section executive has the powers and duties of the president of the Commercial Section executive:
 - (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 of the Commercial Section executive other than the president is unwilling or unable to act for a period of 2 or more months, the remaining members of the Commercial Section executive may appoint a replacement officer from among themselves for the remainder of the term.

Calling Commercial Section executive meetings

- 7.10
- (1) Any member of the Commercial Section executive may call an executive meeting by giving the other of the Commercial Section executive members at least one week's notice of the meeting, specifying the reason for calling the meeting.
 - (2) The notice referred to in bylaw 7.10(1) does not have to be in writing.
 - (3) A Commercial Section executive meeting may be held on less than one week's notice if:
 - (a) all executive members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all executive members either:
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

Quorum of Commercial Section executive

- 7.11
- (1) A quorum of the commercial section executive is:

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

Executive meetings

- 7.12 (1) At the option of the Commercial Section executive, executive meetings may be held by electronic means, so long as all Commercial Section executive members and other participants can communicate with each other.
- (2) If an executive meeting is held by electronic means, executive members are deemed to be present in person.
- (3) Owners of non-residential strata lots may attend executive meetings as observers.
- (4) Despite bylaw 7.12(3), no observers may attend those portions of Commercial Section executive meetings that deal with any of the following:
- (a) bylaw contravention hearings;
 - (b) any other matters if the presence of observers would, in the executive's opinion, unreasonably interfere with an individual's privacy.

Voting at executive meetings

- 7.13 (1) At Commercial Section executive meetings, decisions must be made by a majority of Commercial Section executive members present in person at the meeting.
- (2) If there is a tie vote at a Commercial Section executive meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a Commercial Section executive meeting must be recorded in the executive meeting minutes.

Executive to inform owners of minutes

- 7.14 The commercial section executive must inform owners of the minutes of all executive meetings within 2 weeks of the meeting, whether or not the minutes have been approved. Minutes will be provided electronically and not mailed to owners.

Delegation of executive's powers and duties

- 7.15 (1) Subject to bylaw 7.15(2) to (4), the Commercial Section executive may delegate some or all of its powers and duties to one or more executive members or persons who are not members of the executive, and may revoke the delegation.

- (2) The Commercial Section executive 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 7.15(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 Commercial Section executive 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, or
 - (b) whether a person should be fined, and the amount of the fine.

Spending restrictions

- 7.16 (1) A person may not spend the Commercial Section's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite bylaw 7.16(1), a member of the Commercial Section executive may spend the Commercial Section's money to repair or replace limited common property, which has been designated for the use of the Commercial Section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of Commercial Section executive member

- 7.17 (1) A commercial Section executive 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 executive.
- (2) Bylaw 7.17(1) does not affect a Commercial Section executive member's liability, as an owner, for a judgment against the strata corporation or a separate section.

Small claims court

- 7.18 (1) Notwithstanding any provision of the Act, the Commercial Section may proceed under the Small Claims Act (British Columbia) against an owner or other person to collect money owing to the Commercial Section, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

Part 8 - Voluntary Dispute Resolution

- 8.1 (1) A dispute among owners, tenants, the strata corporation, separate sections 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 strata property act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of:
- (a) one owner or tenant of the strata corporation or a separate section 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.

Part 9 - Marketing Activities by Owner Developer Display Lot Marketing Activities

- 9.1 (1) During the time that the owner developer of the strata corporation is a first owner of any units, it will have the right to maintain any unit or units, whether owned or leased by it, as a display unit or units, and to carry on sales functions, including, without limitation, placing and displaying of signs, the advertising and holding of special promotions and open houses and other marketing events, it considers necessary in order to enable it to sell the units.
- (2) An owner developer may use any strata lots that the owner developer owns or rents as display lots for the sale of other strata lots in the strata plan.

Part 10 -

- 10.1 (1) Closed circuit television and video surveillance are installed in the following common areas of the building:
- L1 main lobby
 - Elevator Cab 1
 - Elevator Cab 2
 - LG CRU Elevator lobby
 - LG CRU Granville Entrance

- P1 CRU Elevator lobby
- P1 Garbage Room
- L 16 West Patio
- L16 East Patio
- L1 Main Lobby
- P1 Elevator Lobby
- P1 Outside Garbage
- P2 Elevator lobby
- P3 Lobby
- P4 Lobby
- P5 Lobby
- RG Rooftop East
- RG Rooftop South
- CRU Granville St. Intercom
- Handicap Intercom
- Main Entry Intercom
- P1 Ramp
- P1 Intercom
- P1 Ramp
- RG Rooftop Corner
- Bike Hallway Entrance
- Loading Bay
- CRU South Exit.

The system operates 24 hours a day and the strata corporation collects data from the closed circuit television and video surveillance.

- (2) The strata corporation collects data with respect to the usage of each security fob programmed for use at Strata Plan EPS 1755.

- (3) The video files and/or security fob usage records will be used by the strata corporation for surveillance and monitoring purposes only, including the following purposes:
 - (a) being alerted to the presence of trespassers on the strata plan;
 - (b) preventing, recording, investigating and obtaining evidence of any theft, vandalism, nuisance, damage or injury caused by or to any person on the strata plan; and
 - (c) enforcing those strata corporation bylaws and rules which relate to the safety and security of the strata plan and its owners, tenants, occupants and visitors.
- (4) The video files are stored for a period of up to two months from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw or rule enforcement purposes.
- (5) The security fob usage records are stored for a period of up to two months from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw or rule enforcement purposes.
- (6) The personal information of residents and visitors will only be reviewed or disclosed as follows:
 - (a) law enforcement in accordance with Bylaw 10.1(3);
 - (b) the caretakers of the strata corporation, the property manager and council members in accordance with Bylaw 10.1(3); or
 - (c) in the event that the surveillance camera footage or fob records include the personal information of a resident or visitor, such personal information of the requesting resident or visitor.
- (7) A resident or visitor must not do anything to damage or interfere with any closed circuit television, video surveillance or security fob equipment.
- (8) In installing and/or maintaining the systems described herein, the strata corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The strata corporation is not responsible or liable to resident or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.

Part 11 -

- 11.1 The strata council may grant an exemption from the operation of a bylaw or rule in order to accommodate a disability in accordance with the BC Human Rights Code.