

1. Contact

Document Fees: \$32.51

**BAYSIDE PROPERTY SERVICES LTD.**  
**6400 Roberts Street - Suite 100**  
**Burnaby BC V5G 4C9**  
**604-432-7774**

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

**Form-I Amendment to Bylaws**

3. Description of Land

PID/Plan Number

Legal Description

**NWS1885**

**THE OWNERS, STRATA PLAN NWS1885**

**Electronic Signature**

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

**Alan Ives Chim**  
**X41LC2**

Digitally signed by  
Alan Ives Chim X41LC2  
Date: 2025-03-04  
15:33:00 -08:00

*Strata Property Act*  
FORM I  
AMENDMENT TO BYLAWS  
(Section 128)

**The Owners, Strata Plan NW 1885** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on February 18<sup>th</sup>, 2025.

**BE IT RESOLVED THAT** The Owners, Strata Plan NW 1885 wish to amend the bylaw 40.8 as follows:

From:

*40.8 A resident must not park at the parking stalls designated as "Visitor Parking" stalls. A visitor may park in "Visitor Parking" stalls for a maximum of seven (7) consecutive days.*

To:

*40.8 A resident must not park at the parking stalls designated as "Visitor Parking" stalls without the written consent of the strata Council. A resident is defined as a person that lives on the property. The strata have designated 3 visitor stalls as available for residents who have oversized vehicles that will not fit into the parkades. The strata Council will set the price per month and may change that price from time to time. The resident must provide the Council with the make, model and license plate of the vehicle they are requesting be allowed to park in one of the designated stalls. If approved, no other vehicle except the approved vehicle may park in the designated space. If another vehicle is found parked in that space, it may be towed without notice at the vehicle Owner's expense. A visitor may park in "Visitor Parking" stalls for a maximum of seven (7) consecutive days.*

*X. O'Neill (President)*

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

*Ryan Willis (Vice president)*

\_\_\_\_\_  
Signature of Second Council Member (not required if council consists of one member)



1. Contact

Document Fees: \$30.53

**BAYSIDE PROPERTY SERVICES LTD.**  
6400 Roberts Street - Suite 100  
Burnaby BC V5G 4C9  
604-432-7774

2. Identification of Attached Strata Property Act Form or Other Supporting Document

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**Form-I Amendment to Bylaws**

3. Description of Land

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**NWS1885**

**THE OWNERS, STRATA PLAN NWS1885**

**Electronic Signature**

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**Alan Ives Chim**  
**GBW49K**

Digitally signed by  
Alan Ives Chim GBW49K  
Date: 2022-06-10  
16:53:47 -07:00

*Strata Property Act*  
FORM I  
AMENDMENT TO BYLAWS  
(Section 128)

The Owners, **Strata Plan NW 1885** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on March 10<sup>th</sup>, 2022.

Bylaw change – Rescind and Replace Bylaw 50 with the following.

**50. Smoking**

In this Bylaw 50, the following terms shall have the following meanings:


- **“Act”** means the *Strata Property Act* [S.B.C.] c.43 as amended or replaced from time to time;
- **“City of Surrey Smoking Bylaw”** means City of Surrey Bylaw No. 16694 Surrey Public Health Smoking Protection Bylaw as amended or replaced from time to time;
- **“Common Asset”** has the meaning ascribed to it in the Act;
- **“Common Property”** has the meaning ascribed to it in the Act;
- **“Limited Common Property”** means Common Property designated for the exclusive use of an Owner;
- **“Occupant”** means a Person, other than an Owner or Tenant, who occupies a Strata Lot;
- **“Owner”** means the person shown in the register of a land title office as the Owner of a freehold estate in a Strata Lot in the Strata Plan, whether entitled to it in the person's own right or in a representative capacity;
- **“Person”** is to be broadly interpreted and includes without limiting the generality of the foregoing, males, females, adults, children, individuals, corporations, partnerships, and unincorporated organizations;
- **“Premises”** means inclusively any and all Strata Lots, Common Property, Limited Common Property, and land that is a Common Asset;
- **“Regulations”** means the *Strata Property Regulation*, B.C. Reg. 43/2000 as amended or replaced from time to time;
- **“Strata Corporation”** means the strata corporation formed by deposit of the Strata Plan;
- **“Strata Council”** means the duly elected Strata Council of the Strata Corporation;
- **“Strata Lot”** means a lot shown on the Strata Plan;
- **“Strata Plan”** means Strata Plan NW 1885;
- **“Tenant”** has the meaning ascribed to it in the Act;
- **“Tobacco Control Act”** means the *Tobacco Control Act* [RSBC 1996] c. 451;
- **“Tobacco Control Regulation”** means the *Tobacco Control Regulation* B.C. Reg. 232/2007;
- **“Visitor”** means a Person who enters the Premises at the invitation of an Owner, Tenant, or Occupant;

50(1) No Owner, Tenant, Occupant, or Invitee shall inhale, exhale, burn or carry a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed or substances:

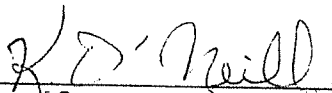
(a) in any manner which contravenes the Tobacco Control Act, the Tobacco Control Regulation or the City of Surrey Smoking Bylaw;

(b) notwithstanding the generality and application of Bylaw 50, on any part of the Common Property, or land that is a Common Asset, including without limiting the generality of the foregoing, hallways, corridors, walkways, stairways, elevators, lobbies, the recreation rooms, locker rooms, or the parking garage;  
on Limited Common Property, including without limiting the generality of the foregoing, patios, balconies, decks and parking stalls;  
on any part of the Premises, including but not limited to a Strata Lot, within seven and one-half metres of any window, doorway, ventilation system, or air intake;  
in any manner whatsoever that may:

- a. unreasonably interfere with the ability of any Person to use and enjoy the Premises;
- b. cause a nuisance to any Person, including but not limited to nuisance from smoke or odours;
- c. constitute a fire hazard; or
- d. constitute a health risk to any Person, including but not limited to an Owner, Occupant, Tenant, or Visitor.



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



\_\_\_\_\_  
Signature of Second Council Member (not required if council consists of one member)

Mar-09-2020 15:18:59.001

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STRATA PROPERTY ACT FILING  
PROVINCE OF BRITISH COLUMBIA

PAGE 1 OF 36 PAGES

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

Marnie Gunther IWXEF7	c=CA, cn=Marnie Gunther IWXEF7, o=Notary, ou=Verify ID at www.juricert.com/ LKUP.cfm?id=IWXEF7

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

**BAYSIDE PROPERTY SERVICES LTD.**

100 - 6400 Roberts Street

Burnaby

BC V5G 4C9

Telephone: 604-432-7774

mr

Document Fees: \$29.66

Deduct LTSA Fees? Yes

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

Form-I Amendment to Bylaws

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**NO PID NMBR THE OWNERS, STRATA PLAN NW1885**

Related Plan Number: **NWS1885**

*Strata Property Act*  
FORM I  
AMENDMENT TO BYLAWS  
(Section 128)

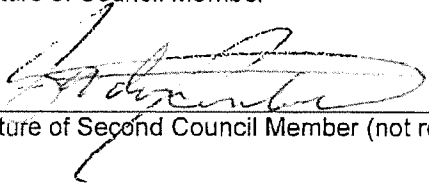
**The Owners, Strata Plan NW 1885** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the *Strata Property Act* at an annual or special general meeting held on February 25<sup>th</sup>, 2020.

**RESOLUTION #1 BY ¾ VOTE:**

**BE IT RESOLVED THAT** the Owners, Strata Plan NW 1885, hereby approve to repeal all NW1885 Bylaws and replace them with the proposed new bylaws attached.



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



\_\_\_\_\_  
Signature of Second Council Member (not required if council consists of one member)

# THE OWNERS, STRATA PLAN NW 1885

## Definitions

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:

- (a) "**residents**" means collectively, owners, tenants and occupants and "**a resident**" means collectively, an owner, a tenant and an occupant;
- (b) "**strata insurance**" means the insurance coverage obtained and maintained by the strata corporation pursuant to the Act and these bylaws;
- (c) "**alteration**" includes, but is not limited to, the replacement of an existing item, whether or not the replacement is identical to the item being replaced.

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 and rules

- 1.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporation.
- 1.2 An owner is responsible for ensuring that tenants, occupants and visitors comply with the bylaws and rules of the strata corporation.

### 2. Payment of strata fees and special levies

- 2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees will be subject to:
  - (a) an interest charge of 10% per annum, compounded annually; and
  - (b) a fine of \$200.00 if the strata fees are overdue for more than 2 months.
- 2.3 An owner must provide the strata corporation or its agent with:
  - (a) a cheque for strata fees on or before the first day of the month to which the strata fees relate;
  - (b) twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month; or
  - (c) if applicable, written authorization for monthly automatic debit from the owner's bank account.

- 2.4 Failure by an owner to submit a strata fee cheque, twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with bylaw 2.3 is a contravention of bylaw 2.3 and the strata corporation will levy a fine of \$200.00 for each contravention if the contravention was not remedied within 2 months. Each dishonoured cheque or dishonoured automatic debit will be subject to an administration charge of \$50.00.
- 2.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 2.6 Where an owner fails to pay a special levy in accordance with bylaw 2.5, the outstanding special levy contributions will be subject to:
- (a) an interest charge of 10% per annum, compounded annually; and
  - (b) a fine of \$200.00.

### **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 Despite bylaw 11.1(c) and without limiting bylaw 3.2, an owner who has the use of a balcony or patio that is designated as limited common property for the exclusive use of their strata lot is responsible for all regular maintenance of such balcony or patio (including the cleaning of the surface of the balcony or patio and associated railings, as well as the removal of debris from any associated drains).
- 3.4 With strata council's prior written approval, an owner may maintain home owner's gardens on common property with the condition that an owner must enter into an alteration and indemnity agreement to be fully responsible for the care and maintenance of the home owner garden and indemnify the strata corporation from any damage caused by the home owner garden. Unless the subsequent owner on title signs such an alteration and indemnity agreement, the original owner who places the home owner garden must remove the garden at the owner's sole costs and return the common property to its original condition.

### **4. Use of property**

- 4.1 A resident 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.

4.2 A resident must not use, or permit to be used, a strata lot for commercial purposes.

4.3 A resident or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

4.4 A resident or visitor must not use or occupy, or permit to be used or occupied, a strata lot, the common property, limited common property or common assets for the purpose of growing, producing, harvesting, marketing, selling or distribution of marijuana.

4.5 Unless granted prior written approval by the strata council, 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 occupy a strata lot originally designated by the owner developer as a two bedroom unit. For the purposes of this bylaw 4.5, a "**person**" is defined to include children, but exclude visitors staying for less than 30 days with an owner, occupant or tenant of a strata lot. A resident who alleges hardship as a result of the operation of this bylaw 4.5 may appeal to the strata council for permission to be exempt from this bylaw 4.5 on the basis of hardship and the strata council must not unreasonably refuse the appeal.

## **5. Pets and animals**

5.1 A resident or visitor must not keep any pets or other animals 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 dogs are leashed or otherwise secured when on the common property or on land that is a common asset.

5.3 The keeping of pets in a strata lot is restricted to the following:

- (a) a reasonable number of fish or other small aquarium animals in an aquarium not to exceed 5 gallons;
- (b) up to 2 small caged mammals;
- (c) up to 2 caged birds;
- (d) two cats or two dogs or one of each. The height of the dog(s) at the shoulder must not exceed fourteen (14) inches (36cm) once fully grown.

5.4 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.

- 5.5 A resident must notify the council of a pet (a "**Permitted Pet**") by registering the pet with the council within 30 days of the pet residing on a strata lot (or the passage of this bylaw 5) and by providing, in writing, the name of the Permitted Pet, breed, colour and markings, together with the name, strata lot number and telephone number of the pet owner.
- 5.6 A resident or visitor must not permit a loose or unleashed dog (leashes cannot exceed six feet in length) at any time on the common property or on land that is a common asset. A dog found loose on common property or land that is a common asset will be delivered to the municipal pound at the cost of the strata lot owner.
- 5.7 A resident must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.
- 5.8 If a resident contravenes bylaw 5.7, the owner of the strata lot will be subject to a fine of up to \$200.00.
- 5.9 Despite bylaw 5.8, a resident whose pet contravenes bylaw 5.7 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.
- 5.10 A resident must ensure that the resident's dog or cat has a collar tag identifying the owner of the pet.
- 5.11 A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.
- 5.12 A strata lot owner must assume all liability for all actions by a Permitted Pet or a pet of an owner's visitor, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- 5.13 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.
- 5.14 A resident who contravenes any of bylaws 5.1 to 5.7 (inclusive) or 5.10 to 5.13 (inclusive) will be subject to a \$200.00 fine.
- 6. Inform strata corporation**
- 6.1 An owner must notify the strata corporation of:

- (a) the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any, within two weeks of becoming an owner;
  - (b) a tenant's name and the names of the persons occupying the strata lot with the tenant within 2 weeks of the tenancy commencing; and
  - (c) any changes in the names of any persons residing in the strata lot within 2 weeks of any such changes occurring.
- 6.2 On request by the strata corporation, a tenant or an occupant must inform the strata corporation of the tenant's or occupant's name and the strata lot which the tenant or occupant occupies.

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

- 7.1 A resident or visitor must allow any person(s) 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;
  - (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.
- 7.2 The notice referred to in bylaw 7.1(b) must include the date and approximate time of entry, and the reason for entry.
- 7.3 If access to a strata lot is not provided in accordance with bylaw 7.1, the owner will be responsible for:
- (a) all costs of forced entry incurred by the strata corporation if the strata corporation, having made reasonable efforts is unable to contact the owner of the strata lot, requires access to the strata lot due to an emergency;
  - (b) all costs incurred by the strata corporation in respect of contractors who must re-attend at the building to access the strata lot.

### **Alterations to a Strata Lot, Common Property or Limited Common Property**

## **8. Approval for alterations to a strata lot, limited common property or common property**

- 8.1 An owner must obtain the written approval of the strata corporation before making or authorizing:

- (a) an alteration to a strata lot that involves any of the following:
    - (i) the structure of a building;
    - (ii) the exterior of a building;
    - (iii) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
    - (iv) doors, windows or skylights on the exterior of a building, or that front on the common property;
    - (v) fences, railings or similar structures that enclose a patio, balcony or yard;
    - (vi) common property located within the boundaries of a strata lot;
    - (vii) those parts of the strata lot which the strata corporation must insure under section 149 of the Act;
    - (viii) wiring, plumbing, piping, heating, air conditioning and other services; and
    - (ix) installation or removal of a wall or walls, whether structural or not; and
  - (b) any alteration to common property, including limited common property, or to common assets.
- 8.2 The strata corporation may require as part of an application for approval of any alteration under bylaw 8.1 that an owner must:
- (a) submit, in writing, detailed plans and description of the intended alteration; and
  - (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council.
- 8.3 The strata corporation may require, as a condition of its approval under bylaw 8.1, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:
- (a) that alterations be done in accordance with the design or plans approved by the strata council or its duly authorized representatives;
  - (b) that the standard of work and materials be not less than that of the existing structures;
  - (c) that all work and materials necessary for the alteration be at the sole expense of the owner;
  - (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to a strata lot, common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as

a result, directly or indirectly, of the alterations to a strata lot, common property, limited common property or common assets;

- (e) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they are an owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation.
- 8.4 An owner who has altered a strata lot, common property, limited common property or common assets prior to the passage of these bylaws will be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
  - 8.5 If, subsequent to the passage of bylaws 8.1 to 8.4 inclusive, an owner alters a strata lot, common property, limited common property, or common assets without adhering strictly to these bylaws, the strata corporation may require the owner to restore, at the owner's sole expense, the strata lot, common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the strata lot, common property, limited common property, or common assets back to its original condition following a demand by the strata corporation pursuant to this bylaw 8.5, the strata corporation may, in its discretion, conduct all or part of the restoration, at the expense of the owner who altered the strata lot, common property, limited common property, or common assets. If the strata corporation undertakes any restoration work pursuant to this bylaw 8.5, the cost of such restoration will become due and payable on or before the first day of the month next following the date on which the cost was incurred.
  - 8.6 The strata corporation will not be responsible for repairing, restoring or replacing any alterations undertaken by an owner to a strata lot, common property, limited common property or common assets. In the event that the existence of the alteration to a strata lot, common property, limited common property, or common assets undertaken by an owner results in additional costs to the strata corporation in undertaking the repair and maintenance of common property, limited common property, common assets or a strata lot in accordance with these bylaws, the then current owner of the strata lot receiving the benefit of the alteration must indemnify the strata corporation for all such additional costs.
- 9. Hard-Surface Flooring**
- 9.1 For the purposes of these bylaws, "**hard surface flooring**" includes porcelain, ceramic, marble, slate, quarry, limestone, travertine, glass, granite, stone, bamboo, cork, hardwood, laminate, resilient flooring, linoleum, vinyl or other materials.

- 9.2 An owner must, in accordance with bylaw 8, apply in writing to the strata council for written approval to install hard surface flooring in a strata lot, prior to the commencement of the installation.
- 9.3 The strata council may, in its discretion as a condition of its approval of the installation of any hard surface flooring, require the owner to use the highest rated sound dampening materials suited to the type of hard surface flooring to be installed. Despite the foregoing, the strata council will not grant permission to install hard surface flooring in a strata lot unless a minimum value of 72 for each of the Sound Transmission Class (STC) and the Impact Insulation Class (IIC) can be achieved with respect to the installation of the hard-surface flooring. As a condition of its approval and in addition to any requirements imposed by the council pursuant to bylaw 8, the council, may require that the owner, at the owner's sole cost and expense, obtain a written report prepared by a professional engineer or other professional, satisfactory to council, confirming that the minimum value of 72 for the STC and IIC ratings will be achieved by the owner's proposed hard surface flooring installation.
- 9.4 An owner must install the hard surface flooring in accordance with the specifications mandated by the strata council from time to time, copies of which will be provided to the owner, at the time of an owner's written request under bylaw 9.2.
- 9.5 An owner who installed hard surface flooring in accordance with these bylaws must ensure that no less than 60% of such hard surface flooring, except kitchens and bathrooms, is covered with area rugs or carpet.

#### **10. Conduct of Alterations**

- 10.1 An owner must give the council two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed, bonded and in good standing with WorkSafe BC.
- 10.2 A resident must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers.
- 10.3 A resident must be responsible to ensure that common areas are protected from any spillage or dripping and the common areas are regularly cleaned.
- 10.4 An owner must ensure that the hours of work are restricted to 8:00 a.m. to 6:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays.
- 10.5 An owner performing or contracting with others to perform alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.
- 10.6 A resident in contravention of bylaws 10.1 to 10.5 (inclusive) will be subject to a fine of up to \$200.00 for each contravention, as well as be responsible for any clean up or repair costs.

## **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 and windows 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 and windows 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.

## **Council**

### **12. Council size**

12.1 The 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 section 116(1) of 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, if the strata corporation does not hold such an election to replace the council member, 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.
- 15.4 A replacement council member appointed pursuant to bylaw 15.2 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 council member is deemed to have resigned after missing three (3) consecutive council meetings.
- 16.3 A replacement council member may be appointed from any person eligible to sit on the council.
- 16.4 The council may appoint a council member under bylaw 16.3 even if the absence of the member being replaced leaves the council without a quorum.
- 16.5 If all the members of the council resign or are unwilling or unable to act, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect

a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

**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, a treasurer and a privacy officer.
- 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 for a period of two or more months, 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. Quorum of council**

- 19.1 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.

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

## **20. Council meetings**

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

20.2 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.

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

20.4 Owners and spouses of owners may attend council meetings as observers. In the course of a council meeting, any observer or observers may be excluded from such meeting by a majority resolution of the council.

20.5 Despite bylaw 20.4, 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) rental restriction bylaw exemption hearings under section 144 of the Act;
- (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

## **21. Voting at council meetings**

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

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

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

## **22. Council to inform owners of minutes**

22.1 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.

## **23. Delegation of council's powers and duties**

23.1 Subject to bylaws 23.2, 23.3 and 23.4, 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.

- 23.2 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 23.3.
- 23.3 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.
- 23.4 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.

#### **24. Spending restrictions**

- 24.1 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.
- 24.2 Despite section 98(2) of the Act, the strata corporation may make expenditures out of the operating fund that were not put forward for approval in the operating budget or an annual general meeting, if the expenditure, together with all other unapproved expenditures, whether of the same type or not, is less than \$5,000.00.
- 24.3 Despite bylaw 24.2, 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.

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

- 25.1 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.
- 25.2 Bylaw 25.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- 25.3 All acts done in good faith by council members 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.

### **Enforcement of Bylaws and Rules**

#### **26. Fines**

26.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant up to:

(a) \$200.00 for each contravention of a bylaw, and

(b) \$50.00 for each contravention of a rule.

26.2 The council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation, levy fines and the fines so levied will be due and payable on or before the first day of the month next following such contravention.

#### **27. Continuing contravention**

27.1 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.

### **Annual and Special General Meetings**

#### **28. Quorum of meeting**

28.1 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 28.1 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.

#### **29. Person to chair meeting**

29.1 Annual and special general meetings must be chaired by the president of the council.

29.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

29.3 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.

**30. Participation by other than eligible voters**

- 30.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 30.2 Persons who are not eligible to vote, may participate in the discussion at a meeting, but only if permitted to do so by the chair of the meeting.
- 30.3 Tenants and occupants 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.

**31. Voting**

- 31.1 Except on matters requiring a unanimous vote or an 80% 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.
- 31.2 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 31.3 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.
- 31.4 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.
- 31.5 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.
- 31.6 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.
- 31.7 Despite anything in this bylaw 31, 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 and approved by a majority vote resolution.

**32. Electronic attendance at meetings**

- 32.1 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.
- 32.2 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.

**33. Order of business**

- 33.1 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;
  - (n) terminate the meeting.
- 33.2 Despite bylaw 33.1, the order of business at an annual or special general meeting may be amended by a majority vote resolution passed at the same meeting.

### **Small Claims Court Proceedings**

#### **34. Authorization to proceed**

- 34.1 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, pets or a member of the owner's family or for which the owner is otherwise responsible pursuant to section 158(2) of the Act or these bylaws.

### Marketing Activities by Owners

#### 35. Sale or rental of a strata lot

- 35.1 Realtor "For Sale" signs must not be displayed in a strata lot or on the common property except in the area designated by the strata council for real estate sign purposes.
- 35.2 An owner who wishes to sell his/her strata lot without the assistance of a realtor may put his/her unit number and telephone number on the "For Sale by Owner" sign at the front entrance to the complex.
- 35.3 The owner or the owner's real estate agent must ensure that any person viewing a strata lot for sale or rent is accompanied by the owner or the owner's real estate agent at all times.
- 35.4 Lock boxes, with the exception of those belonging to the municipal or city fire department, are not permitted.

### Insurance and Responsibility

#### 36. Insuring against major perils

- 36.1 The strata corporation must insure against major perils, as set out in regulation 9.1(2), including, without limitation, earthquakes.

#### 37. Resident insurance

- 37.1 A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance for which the owner is responsible.

#### 38. Responsibility of Owners

- 38.1 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 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 strata insurance policy.
- 38.2 For clarity and without limiting the meaning of the word "**responsible**", an owner is deemed to be responsible, under bylaw 38.1, for any of the following:
  - (a) the owner is responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, as the word "**responsible**" has been interpreted in the courts or a tribunal in connection with section 158(2) of the Act;
  - (b) any loss or damage 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 is the result of an act, omission, negligence or carelessness of the owner, and/or owner's tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees);

- (c) any loss or 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 or limited common property designated for the exclusive use of such owner's strata lot, including, but not limited to, anything arising from any of the following:
  - (i) dishwasher;
  - (ii) refrigerator with ice/water dispensing capabilities;
  - (iii) garburator;
  - (iv) washing machine;
  - (v) toilets, sinks, bathtubs;
  - (vi) dedicated plumbing related pipes and fixtures, that solely service a strata lot;
  - (vii) fireplaces;
  - (viii) exhaust fans and humidifiers/dehumidifiers;
  - (ix) anything introduced into the strata lot by a resident or visitor;
  - (x) any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
  - (xi) any pets residing in or visiting at the owner's strata lot;
  - (xii) any person residing in or visiting at the owner's strata lot; and
  - (xiii) barbecues or smokers; and
- (d) 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 on a full indemnity basis.

38.3 For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the strata insurance proceeds received by the strata corporation and will be charged to the owner.

**39. Resident Responsibility for Children and Visitors**

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

**Parking and Storage**

**40. Parking**

- 40.1 A resident must use parking garage only for the parking of licensed and insured motor vehicles up to 5000 pounds in GVW or motorcycles.
- 40.2 A resident must not use the parking garage for the parking of any other type of vehicle or the storage of any items except bicycles and tricycles unless otherwise approved in writing by strata council.
- 40.3 A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.
- 40.4 A resident storing a vehicle must provide proof of insurance to the strata corporation on the commencement date of the storage.
- 40.5 An owner must not sell, rent, or licence the use of parking stall to any person other than a resident.
- 40.6 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that reduces the width of the garage roadway or ramp or any roadway on the common property or on any limited common property.
- 40.7 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with access lanes, fire zone or no parking zones.
- 40.8 A resident must not park at the parking stalls designated as "Visitor Parking" stalls. A visitor may park in "Visitor Parking" stalls for a maximum of seven (7) consecutive days.
- 40.9 Any vehicle parked in violation of bylaws 40.6 to 40.8 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the vehicle owner.
- 40.10 A resident or visitor must not use any parking area as a work area for carpentry, alterations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids

or paints, motor tune ups or mechanical repairs, except in the case of emergency or if the work involves only checking oil/tire pressure.

- 40.11 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.
- 40.12 A resident or visitor operating a vehicle in the complex must not exceed 10 km/hour.
- 40.13 A resident must wash a vehicle in the location designated for vehicle washing only. Once washing is completed, the resident must hose down and remove all dirt, refuse and excess water from the washing area. While washing, a resident must keep audio volume low.
- 40.14 A resident must wait for the gate to the underground parking to close prior to continuing when leaving or entering the underground parking area.
- 40.15 A resident must not leave fobs in a vehicle. If a fob key is lost or stolen from the vehicle, the person must immediately inform the property manager on duty and instruct them to have the fob unit expired.

#### **41. Storage**

- 41.1 A resident must not use any part of the common property or common assets for storage.
- 41.2 A resident must not store or keep any hazardous materials in or about the strata lot, storage locker, underground parking area or common property.
- 41.3 Without limiting the generality of bylaw 42.1, a resident must not store propane tanks that exceed 20 lbs in lockers, underground parking, or within a strata lot.

### **Moving**

#### **42. Moving in/out procedures**

- 42.1 An owner must conform and ensure that any tenants conform to the Move In and Move Out rules established by council from time to time.
- 42.2 A resident must provide notice to the strata corporation of all moving arrangements at least 48 hours before the moving date. All moves must take place between 9:00 a.m. and 6:00 p.m., Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays, Sundays and statutory holidays.
- 42.3 A resident must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left piled in the lobby area.
- 42.4 A resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas vacuumed immediately upon completion of the move.
- 42.5 An owner must pay a non-refundable fee of \$100.00 on each move in of the owner's strata lot 48 hours prior to any move.

- 42.6 A resident contravening bylaws 42.1 to 42.3 (inclusive) will be subject to a fine of up to \$200.00.

### **Appearance of strata lots and common property**

#### **43. Cleanliness**

- 43.1 A resident must not allow a strata lot to become unsanitary, untidy or a source of odour.
- 43.2 A resident must not throw, pile or store rubbish, dust, garbage, boxes, packing cases and other similar refuse in a 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.
- 43.3 A resident must ensure that:
- (a) ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose;
  - (b) recyclable material is kept in designated areas; and
  - (c) material other than recyclable or ordinary household refuse and garbage is removed appropriately.

### **Rentals and Short Term Accommodation**

#### **44. Residential rentals**

- 44.1 A strata lot must not be rented for a term that is less than one (1) year.
- 44.2 *(bylaws amended to remove this bylaw at the February 25, 2020 AGM)*
- 44.3 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.
- 44.4 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.

#### **45. Other Accommodation**

- 45.1 A strata lot must not be used for short-term accommodation purposes, including, but not limited to, a bed-and-breakfast, lodging house, hotel, motel, home exchange, time share, temporary housing, corporate housing, vacation rental or extended vacation rental, whether arranged through websites such as Air BnB, VRBO, Premiere Executive Suites or through companies that advertise this type of accommodation. Without limiting the generality of the foregoing, a resident must not enter into a license for the use of all or part of a strata lot for accommodation purposes. Effective November 30, 2018, any breach of this bylaw 45.1 is subject to a fine of up to \$1,000 per day.

## Miscellaneous

- 46. Miscellaneous**
- 46.1 A resident or visitor must not do anything that may increase the risk of fire or the rate of insurance on the building or any part thereof.
- 46.2 A resident must not operate vacuum cleaners between the hours of 10:00 p.m. and 7:30 a.m.
- 46.3 A resident or visitor must not hinder or restrict sidewalks, walkways, passages and driveways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.
- 46.4 All bicycles, roller skates, and skateboards must enter or exit the complex by way of the vehicle entry only, and may be only ridden on the common roadway and may not be ridden on any landscaped portion of the common property or common assets. Bicycles must be carried in elevators, lobbies and hallways.
- 46.5 A resident must not ride any mechanical devices, except for mechanic devices used by disabled persons, on common property, including hallways, sidewalks, pathways, underground parking area, etc.
- 46.6 A resident must not erect on or fasten to the strata lot, common property, including limited common property, or common assets any television antenna, satellite dish, air conditioning units or similar structure or appurtenance thereto except those approved in writing by council. Notwithstanding this bylaw, portable air conditioning units are permitted.
- 46.7 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.
- 46.8 A resident must not throw any refuse, out of the windows, doors or from the balcony or patio of a strata lot;
- 46.9 Except as permitted in bylaws 35.2, 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 that can be seen outside of the strata lot, unless authorized by the strata council. This will include exterior painting and the addition of wood, ironwork, concrete or other materials.
- 46.10 A resident must ensure that drapes or blinds visible from the outside of the building are white or neutral in colour.
- 46.11 A resident must ensure that no laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- 46.12 A resident must not use balcony or patio for storage or for hanging any items not specifically permitted in these bylaws.

- 46.13 A resident of a strata lot which does not have enclosed balconies shall not place planters or other such items or equipment within any part of the deck, balcony or patio designated for the strata lot's exclusive use unless, in the opinion of the strata council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour.
- 46.14 A resident of a strata lot may place the following items on a balcony or a patio that has been designated for the exclusive use of a strata lot:
- (a) free-standing, self-contained planter boxes or containers;
  - (b) barbecues;
  - (c) outdoor patio furniture and accessories; and
  - (d) balcony shade of beige/brown colour from April 1 to September 30 of each year, provided that it is kept in good condition by the resident.
- 46.15 Any such planters, items or equipment placed in accordance to bylaws 46.13 and 46.14 must be maintained in good and tidy condition by the resident on an ongoing basis and the responsibilities for such maintenance will be solely for the account of the resident entitled to the use of the limited common property on which they are placed.
- 46.16 A resident must not place any indoor-outdoor carpeting on any deck, patio or balcony. A resident must not install any hanging plants or baskets or other hanging items within three feet of a balcony railing line.
- 46.17 A resident who installs holiday lights must install them after November 15<sup>th</sup> of the year approaching the holidays and must remove them before January 31 of the year following the holidays and shall not be attached to the siding or in a manner so as to damage the building's structure.
- 46.18 A resident must not use any electrical outlet located in the parkades or other common property, including limited common property, for the purpose of charging his/her electric vehicle without the written permission of strata council.
- 46.19 A resident must not give fobs or provide other means of access to common areas to any person other than an employee, contractor, occupant or guest of the resident of the strata lot.
- 46.20 A resident must not solicit or permit anyone to solicit anywhere in or about the strata building for any cause, except as required by the Election Act (Canada) and similar provincial legislation.
- 46.21 A resident is not permitted to enter any part of the restricted common areas of the strata corporation, which include but are not limited to: roof, electrical rooms, mechanical rooms and locked rooms except with express permission from the strata council.
- 46.22 A resident must not let any other person, including tradesmen or deliverymen, into the building when entering or leaving, unless the person is known to him/her.

- 46.23 Garage/lawn sales are not permitted without prior written approval from strata council.
- 46.24 Live Christmas trees are not permitted anywhere in the strata building, including within a strata lot.

### **Security Measures**

#### **47. Security Measures**

- 47.1 For the protection and security of the residents', their assets and the common property, the strata corporation has installed both of the following systems:
  - (a) Video camera surveillance system, which monitors and records the areas where the cameras are located. The video camera system records exterior access points to the building as well as several common areas inside the building as set out in the strata corporation's privacy policy (the "Privacy Policy"). For more information on video camera surveillance system, please refer to the Privacy Policy.
  - (b) Key FOB access system, which gives secure access to the building. As a function of this system, the system monitors and records where the key FOBS are used and the date and time of such use. Reports can be printed of the activity of any particular FOB, if this information is required. For more detailed information on the capture and recording of the key FOB access system, please refer to the Privacy Policy.
- 47.2 The strata corporation is authorized to use both the key FOB access system and the video camera surveillance system to record and monitor the movement of the key FOBS and the movement of all individuals entering the premises for surveillance and monitoring purposes, 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.
- 47.3 For purposes pursuant to bylaw 47.2, the information collected may be shared with appropriate law enforcement agencies and emergency workers upon their written request.
- 47.4 Where video information reveals evidence of illegal activity, employee misconducts or accidents, or serious bylaw or rule contraventions, the recordings may be disclosed to the strata corporation, enforcement or investigative bodies for further investigations, charges or disciplinary actions.

- 47.5 The information captured on both the key FOB access system and the video camera system may also be used and disclosed in accordance with the *Personal Information Protection Act* (PIPA). For further detailed information, please refer to the Privacy Policy.
- 47.6 In installing and/or maintaining the key FOB access system or the video camera surveillance system, 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 any owner, tenant, occupant 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.

### **Privacy Policy**

#### **48. Privacy Policy**

- 48.1 The strata corporation will inform owners, occupants, and tenants of why and how the strata corporation collects, uses and discloses their personal information, obtain their consent where required, and only handle their personal information in accordance with the PIPA.
- 48.2 This Privacy Policy outlines the principles and practices the strata corporation will follow in protecting the personal information of owners, occupants and tenants.
- 48.3 The strata corporation will ensure the accuracy, confidentiality, and security of the personal information of our owners, occupants and tenants and allow our owners, occupants and tenants to request access to, and correction of their personal information.
- 48.4 This Privacy Policy applies to the strata corporation and its property manager in their capacity as agent for the strata corporation.
- 48.5 Definitions:
  - (a) Personal Information means information about an identifiable individual, but does not include contact information.

#### Examples of personal information:

- (i) the name, home address, home phone number and/or cell phone number of owners, occupants and tenants;
- (ii) email addresses;
- (iii) owners' banking information for payment of strata fees;
- (iv) video images and recordings obtained during the use and operation of the video camera surveillance system installed in the building by the strata corporation in the following locations with signage noting the operation and monitoring and recording operational 24 hours a day, 7 days a week
  - A. 30 building enterphone;

- B. 30 building lobby entrance;
- C. 30 building mailboxes;
- D. 30 building back entrance;
- E. 30 building P1 lobby entrance;
- F. 30 building parkade gate;
- G. 60 building north back entrance;
- H. 60 building enterphone;
- I. 60 building lobby entrance;
- J. 60 building mailboxes;
- K. 60 building south back entrance;
- L. P2 30 building lobby entrance;
- M. P2 parking midpoint;
- N. P2 60 building lobby entrance;
- O. 60 building parkade gate;
- P. Visitor parking.

(v) Information and data recorded and collected during the use and operation of the key FOB access system installed in the building that monitors access to and from the common areas of the building 24 hours a day 7 days a week.

(b) Contact Information means information that would enable an individual to be contacted at a place of business and includes name, position name or title, business telephone number, business address, business email or business fax number. Contact information is not covered by this policy or PIPA.

(c) Privacy Officer means the person or persons (may be more than one) designated, who are responsible for ensuring that strata corporation complies with this Privacy Policy and PIPA.

#### 48.6 Collecting Personal Information

(a) Unless the purposes for collecting personal information are obvious and the owner, occupant and/or tenant voluntarily provides his or her personal information for those purposes, subject to the exceptions set out in subsection 48.6(b) of this bylaw, the strata corporation will communicate the purposes for which personal information is being collected, either orally or in writing, before or at the time of collection.

- (b) The strata corporation will only collect the information of owners, occupants and tenants that is necessary to fulfill the following purposes:
- (i) To verify identity;
  - (ii) To verify creditworthiness;
  - (iii) Emergency contact information;
  - (iv) Owner's/tenant's insurance particulars;
  - (v) Names of family members or other occupants living with an owner or otherwise occupying the strata lot;
  - (vi) Vehicle license numbers;
  - (vii) To register owner's/occupant's/tenant's pets;
  - (viii) To understand the financial, banking, insurance needs of the owners, occupants, and tenants;
  - (ix) To open and manage an account;
  - (x) To deliver requested products and services;
  - (xi) To enrol the client in a program;
  - (xii) To send out strata corporation information;
  - (xiii) To meet regulatory requirements;
  - (xiv) To assess suitability for tenancy;
  - (xv) To collect and process rent payments;
  - (xvi) To protect the security of the facility, including the security of individuals and assets in the facility; or
  - (xvii) To investigate bylaw and rule infractions upon receiving a complaint of such.

#### 48.7 Consent

- (a) The strata corporation will obtain the consent of owners, occupants and tenants to collect, use or disclose personal information (except where, as noted below, the strata corporation is authorized to do so without consent).
- (b) Consent can be provided either orally, in writing, electronically or through an authorized representative or it can be implied where the purpose for collecting, using or disclosing the personal information would be considered obvious and the owners, occupants and tenants voluntarily provide personal information for that purpose.

- (c) Consent may also be implied where an owner, occupant and/or tenant is given notice and a reasonable opportunity to opt-out of consenting to the collection, use or disclosure his/her personal information and the owner, occupant and/or tenant does not opt-out.
- (d) Subject to certain exceptions (e.g., the personal information is necessary to provide the service or product, or the withdrawal of consent would frustrate the performance of a legal obligation), owners, occupants and tenants can withhold or withdraw their consent for the strata corporation to use their personal information in certain ways. A decision of an owner, occupant, or tenant to withhold or withdraw their consent to certain uses of personal information may restrict the strata corporation's ability to provide a particular service or product. If so, the strata corporation will explain the situation to assist the owner, occupant and tenant in making the decision.
- (e) The strata corporation may collect, use or disclose personal information without the knowledge or consent of the owner, occupant and/or tenant in the following limited circumstances:
  - (i) With respect to a strata lot owner, the owner's name, the strata lot address, the mailing address if different from the strata lot address, the strata lot number, any parking stall number, and the unit entitlement of the owner's strata lot;
  - (ii) Information authorized by a bylaw;
  - (iii) The names and addresses of individual mortgagees who have filed a Mortgage Request for Notification;
  - (iv) The names of tenants of a strata lot, if any;
  - (v) With respect to a council member, the telephone number or some other method by which the council member can be contacted at short notice;
  - (vi) Information necessary for emergency medical treatment if it cannot otherwise be obtained in a timely manner;
  - (vii) Information for an investigation or a legal proceeding if collection with consent would compromise its availability or accuracy;
  - (viii) Information already available to the public from any of the following: a telephone directory, a professional or business directory, a registry, or a printed or electronic publication;
  - (ix) If the Strata Corporation is collecting money owed by an owner, tenant or occupant;
  - (x) If the information is required for the Strata Corporation to seek legal advice from a lawyer;
  - (xi) To update banking or financial records;

- (xii) To protect the Strata Corporation from fraud;
- (xiii) To investigate an anticipated breach of an agreement or a contravention of law;
- (xiv) To substantiate a complaint of a bylaw or rule infraction; or
- (xv) If the personal information is required to be collected, used or disclosed by law.

#### 48.8 Using and Disclosing Personal Information

- (a) Personal information recorded and collected will not be disclosed to any person, other than:
  - (i) The strata corporation's Property Manager;
  - (ii) The strata council while exercising their powers and performing the duties of the strata corporation,
  - (iii) The strata corporation's Privacy Officer,
  - (iv) The strata corporation's legal counsel,
  - (v) Law enforcement personnel and emergency workers.
- (b) The strata corporation will only use or disclose the personal information of owners, occupants and tenants where necessary to fulfill the purposes identified at the time of collection or for a purpose reasonably related to those purposes such as:
  - (i) To conduct surveys in order to enhance the provision of services;
  - (ii) To contact owners, occupants and tenants directly about products and services that may be of interest;
  - (iii) When required or authorized by law to do so;
  - (iv) When disclosure is consented to in writing by an owner, occupant or tenant;
  - (v) To update banking or financial records;
  - (vi) To assist in conducting a criminal investigation involving vandalism to or theft of common property or common assets of the strata corporation, vandalism to or theft of personal belongings of owners, occupants, tenants, and visitors, or the physical assault of an owner, occupant, tenant, or visitor;
  - (vii) To investigate security breaches of the strata corporation;
  - (viii) To investigate possible employee misconduct;

- (ix) To investigate possible illegal activity;
  - (x) To investigate accidents at the strata corporation;
  - (xi) To verify or substantiate complaints of bylaw and rule infractions;
  - (xii) To respond during an emergency situation to a request in writing by the appropriate authority;
- (c) The strata corporation will not use or disclose the personal information of owners, occupants and tenants for any additional purpose unless the strata corporation obtains consent to do so.
- (d) The strata corporation will not sell lists or personal information of owners, occupants and tenants to other parties

#### 48.9 Retaining Personal Information

- (a) If the strata corporation uses the personal information of owners, occupants and tenants to make a decision that directly affects them, the strata corporation will retain that personal information for at least one year.
- (b) Subject to subsection 48.9(a), the strata corporation will retain the personal information only as long as necessary to fulfill the identified purposes or a legal or business purpose.
- (c) Personal information collected from the use and operation of the video surveillance camera system is recorded for a period of approximately 2 weeks, depending on the hard-drive capacity of the system, at which time the system records over previous video and the previous video is lost. Copies of recordings can be captured by DVD or CD and used according to this privacy policy.
- (d) Personal information collected from the use and operation of the key FOB access control system will be retained by way of electronic data storage for approximately 12 months on the strata corporation's computer data storage system at which time the personal information recorded and collected will be recorded over. Reports can be printed of the activity of any particular key FOB and used according to this privacy policy.
- (e) The strata corporation's Property Manager, the strata council while exercising their powers and performing the duties of the strata corporation, the strata corporation's Privacy Officer, the strata corporation's legal counsel and law enforcement personnel upon a written request are authorized to view the personal information recorded and collected in this manner.

#### 48.10 Ensuring Accuracy of Personal Information

- (a) The strata corporation will make reasonable efforts to ensure that the personal information of owners, occupants and tenants is accurate and complete where it may be used to make a decision about the owner, resident and tenant or disclosed to another organization.

- (b) Owners, occupants and tenants may request correction to their personal information in order to ensure its accuracy and completeness. A request to correct personal information must be made in writing and provide sufficient detail to identify the personal information and the correction being sought.
- (c) A request to correct personal information should be forwarded to the Privacy Officer or to the Property Manager.
- (d) If the personal information is shown to be inaccurate or incomplete, the strata corporation will correct the information as required and send the corrected information to any organization to which the strata corporation disclosed the personal information in the previous year. If the correction is not made, the strata corporation will note the correction request in the file.

#### 48.11 Securing Personal Information

- (a) The strata corporation is committed to ensuring the security of the personal information of owners, occupants and tenants in order to protect it from unauthorized access, collection, use, disclosure, copying, modification or disposal or similar risks.
- (b) The following security measures will be followed to ensure that the personal information of owners, occupants and tenants is appropriately protected:
  - (i) The use of locked filing cabinets where deemed appropriate by the Privacy Officer;
  - (ii) Restricting access to places where personal information of owners, occupants and tenants is kept;
  - (iii) Using password protection to computers where personal information of owners, occupants and tenants is kept;
  - (iv) Using sign-in measures and password protection where the Privacy Officer may sign in remotely to view the images on the video camera surveillance system;
  - (v) Using encryption and firewalls on the computers owned by the strata corporation and the Property Manager;
  - (vi) Using encryption and firewalls on the website operated by the strata corporation;
  - (vii) Restricting access to keys to the locked rooms, filing cabinets and safes where the personal information of owners, occupants and tenants may be kept as deemed necessary by the Privacy Officer;
  - (viii) Requiring any service providers to provide comparable security measures and to provide evidence of such if requested by the strata corporation or its agent; and

- (ix) Changing keys, access codes, sign-in measures and other security measures when there is a change of the strata corporation's property management company.
- (c) The strata corporation will use appropriate security measures when destroying the personal information of owners, occupants and tenants such as:
  - (i) Using a Document Shredder;
  - (ii) Deleting electronically stored information; or
  - (iii) Destroying or deleting information captured on a CD or DVD recording made of the video camera system
- (d) The strata corporation will continually review and update its security policies and controls as technology changes to ensure ongoing personal information security.

#### 48.12 Providing Owners, Occupants and Tenants Access to Personal Information

- (a) Owners, occupants and tenants have a right to access their personal information, subject to the following limited exceptions:
  - (i) Solicitor-client privilege;
  - (ii) Health and safety concerns;
  - (iii) Where disclosure would reveal personal information about another individual;
  - (iv) Where the disclosure would reveal the identity of an individual who has provided personal information about another individual and the individual providing the personal information does not consent to disclosure of his or her identity;
  - (v) the disclosure of the information would reveal confidential commercial information that if disclosed, could, in the opinion of a reasonable person, harm the competitive position of the organization;
  - (vi) the information was collected or created by a mediator or arbitrator in the conduct of a mediation or arbitration for which he or she was appointed to act (i) under an enactment, or (ii) by a court; or
  - (vii) the information is in a document that is subject to a solicitor's lien.
- (b) A request to access personal information must be made in writing and the strata corporation will require verification of the applicant's identity. The applicant must provide sufficient detail to identify the personal information being sought. Requests for access to view a specific individual's personal information, including access to view those portions of the video camera surveillance system or key FOB access control system that contain personal information for the individual

requesting access, must be made in writing and delivered to the Strata Corporation's property manager and the Privacy Officer.

- (c) Upon request, the strata corporation will also tell owners, occupants and tenants how the strata corporation uses their personal information and to whom it has been disclosed if applicable.
- (d) The strata corporation will make the requested information available within 30 business days, or provide written notice of an extension where additional time is required to fulfill the request. Information requested under section 35 of the Strata Property Act will be made available within two weeks with the exception of bylaws and rules, which will be made available within one week.
- (e) A reasonable fee may be charged for providing access to personal information. Where a fee may apply, the strata corporation will inform the owner, occupant or tenant of the cost and request further direction from the owner, occupant or tenant on whether or not the strata corporation should proceed with the request.
- (f) If a request is refused in full or in part, the strata corporation will notify the owner, occupant or tenant in writing, providing the reasons for refusal and the recourse available to the owner, occupant or tenant.

#### 48.13 Questions and Complaints: The Role of the Privacy Officer

- (a) The Privacy Officer and the strata corporation's Property Manager are responsible for ensuring the strata corporation's compliance with this Privacy Policy and PIPA.
- (b) Owners, occupants and tenants should direct any complaints, concerns or questions regarding the Strata Corporation's compliance in writing to the Privacy Officer and to the Property Manager. If the Privacy Officer is unable to resolve the concern, the owner, occupant or tenant may also write to the Information and Privacy Commissioner of British Columbia.
- (c) Contact information for the strata corporation's Privacy Officer and the strata corporation's Property Manager is set out in the Minutes of the first Council Meeting following the Annual General Meeting.

#### 49. Exemption from Bylaws and Rules

49.1 The strata council may grant an exemption from the operation of a bylaw or rule in order to provide an accommodation in accordance with the BC ***Human Rights Code***.

#### 50. No Smoking

50.1 For the purposes of this bylaw 50, the following definitions apply:

- (a) "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 any other substance;
- (b) "vape" or "vaping" includes inhaling, exhaling, vaporizing or carrying or using an activated e cigarette.

- 50.2 A resident or visitor must not smoke or vape in or on the following areas:
- (a) any common property that is located within a building (including hallways, elevators, parking garages, service rooms, storage lockers, stairs and amenity rooms) or on a balcony, patio or deck that is designated as limited common property;
  - (b) a balcony, patio or deck;
  - (c) anywhere on the exterior common property that is within 25 feet of a door, window or air intake.

**END OF BYLAWS**