

BYLAWS
STRATA PLAN EPS3127
“EMPIRE”

508 West 29th Avenue
Vancouver, BC V5Z 0G5
511 West 30th Avenue, 512 West 29th Avenue, 4525-4559 Cambie
Street, Vancouver, BC

505 West 30th Avenue
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NOTICE

The attached bylaws for Strata Plan EPS3127 are in replacement to those bylaws contained in the Strata Property Act of B.C. In addition to bylaws, there could also be “Rules” which are not registered at the Land Title Office, but are attached herein. **For legal purposes, you should obtain a true copy of the bylaws from the Land Title Office.**

This disclaimer is valid anytime it is attached to documents with respect to Strata Plan EPS3127.

Furthermore, all references made in this document pertain to the Strata Property Act, hereinafter referred to as “the Act.”

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Division 1 – Duties of Owners, Tenants, Occupants and Visitors

1. Payment of Strata fees

- (1) An Owner must pay Strata fees on or before the first day of the month to which the Strata fees relate.
- (2) Where an Owner fails to pay Strata fees in accordance with subsection (1) outstanding Strata fees will be subject to an interest charge of 10% per annum, compounded annually.
- (3) Any Owner owing monies for Strata fees not received by the first (1st) of the month in question will be deemed to be in arrears. A \$50.00 penalty will be imposed for each month that an Owner's Strata fees are in arrears.
- (4) An Owner must provide the Strata Corporation or its agent with monthly Strata fees for the fiscal year with written authorization for monthly automatic debit from the Owner's bank account, or by providing 12 postdated cheques each calendar year. There will also be a \$50 non-sufficient funds fee assessed for any dishonored cheques or rejected pre-authorized debits.
- (5) Any fines assessed pursuant to these Bylaws will be added to the Strata fees of the Owner following the date of the notice of infraction.
- (6) Penalty fines referred to in (2) and (3) above will apply to outstanding and overdue special levies and assessments.
- (7) When arrears exceed 30 days, a lien may be registered in accordance with Section 112 of the Act on the Strata Lot involved at the Owner's sole expense, for the total monies due including all Strata fees outstanding, penalties assessed, all legal and other expenses.
- (8) The Strata Corporation may proceed under the Small Claims Act, without further authorization by the Owners, to recover from an Owner, by an action in debt in Small Claims Court, money owing to the Strata Corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of Bylaws and to recover money which the Strata Corporation is required to expend as a result of the Owner's act, omission, negligence or carelessness or by that of an Owner's visitors, Occupants, Guests, Employees, Agents, Tenants or a member of the Owner's family.
- (9) Owners who are in arrears are not eligible to vote at the Annual General Meeting/Special General Meeting, unless approved by a unanimous resolution.

- (10) Owners in arrears for three months or more, or where the amount outstanding is greater than or equal to three months maintenance fees, will have their access to the common area amenities, and the services provided by the Building Manager and visitor parking privileges suspended until such time as all outstanding amounts are paid in full.

2. Repair and maintenance of property by Owner

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

3. Use of property

- (1) An Owner, Tenant, Occupant or visitor must not use a Strata Lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another Strata Lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the Strata Lot or common property is intended as shown expressly or by necessary implication on or by the Strata plan.
 - (f) violates any applicable civic bylaw.
- (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 section 149 of the *Act*.
- (3) Unless prior written consent of Council has been given, an Owner, Tenant or Occupant must not keep any pets on a Strata Lot other than one or more of the following:
 - (a) a reasonable number of fish or other small aquatic animals;
 - (b) up to one caged birds;
 - (c) one dog or one cat.
- (4) A Resident that keeps a pet in a strata lot, either permanently or temporarily, must register that pet with the Strata Corporation within 30 days of the pet residing in the strata lot by providing to the Strata Council a written notice setting out the name, breed, colour and sex of the pet, the strata lot number of the strata lot in

which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet (when the pet is required to be licensed).

- (5) An Owner, Tenant, Occupant or Visitor are prohibited from having a 'vicious dog.' A 'vicious dog' is defined as:
 - (a) any dog with a known propensity, tendency, or disposition to attack without provocation other domestic animals or humans, or
 - (b) any dog which has bitten another domestic animal or human without provocation, or
 - (c) a Pit Bull Terrier, American Pit Bull Terrier, Pit bull, Staffordshire Bull Terrier, American Staffordshire Terrier, Rottweiler.
 - (d) Any Owner or Tenant having a pet residing in their strata lot as of March 28, 2017 is considered to be grandfathered. Grandfathered pets belonging to a breed listed under section 3(5)(c) must wear a muzzle while traveling in the common areas of the building. Once the grandfathered pet stops residing in the strata lot, all pet bylaws will apply.
- (6) An Owner, Tenant, Occupant or visitor must ensure that all pets are leashed or otherwise secured when on the common property or on land that is a common asset. The Owner is responsible for the immediate clean-up of any pet excrement or other mess created by the pet.
- (7) A pet shall not cause a nuisance to any resident.
- (8) If the council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the *Strata Property Act*. At the end of the hearing, the council may take no action, fine the Owner, require the person to pay the costs of remedying the contravention, or order the immediate removal of the pet from the Strata Lot in which case the pet will be immediately removed. The Owner of the pet will be advised about the outcome of the hearing in writing.
- (9) An Owner, Tenant or Occupant shall not use or permit the use of his Strata Lot for a professional, commercial or business purpose that:
 - (a) increases the amount of foot traffic or motor vehicle traffic in the common property or the Strata Lot;
 - (b) in any way increases or may increase the liability risk of the Strata Corporation;
 - (c) involves regular attendance of customers, clients, employees, contractors, other workers or any individuals attending the Strata Lot other than those individuals ordinarily resident in the Strata Lot; or
 - (d) involves individuals using a Strata Lot as a place of temporary lodging;
 - (e) contravenes the zoning Bylaw of the City of Vancouver.
- (10) Owners, Tenants, and Occupants shall use their respective Strata Lot, the common property, the common facilities or other assets of the Strata Corporation in a manner which will not unreasonably directly or indirectly interfere with the use or

enjoyment by any other resident of his Strata Lot, the common property or common facilities.

- (11) An Owner, Tenant or Occupant may keep plants on his Strata Lot and in areas of limited common property designated for his exclusive use provided that such plants will have no adverse effect on other Occupants of the Strata Plan or on the common property or the common facilities and council may from time to time regulate the type of gardening permitted in the areas of limited common property.
- (12) All Owners, Tenants and Occupants have a right to quiet and peace in their residence at all times. Undue and excessive noise by any Owner, Tenant, Occupant, visitor, employee, pet or other invitee of a Strata Lot including but not limited to that from appliances, machinery, sound/music systems, televisions, instruments, wind chimes, computer, games and voices, is not permitted.
- (13) The Owner of a Strata Lot shall be specifically responsible for the activities of co-Owners, Tenants, Occupants, visitors, employees, pets or other invitees of his Strata Lot. A quiet period shall be in force in the entire complex from 11:00 p.m. until 8:00 a.m. every day, at which time Owners and everyone else on the premises are expected to take special care and attention to not make noise.
- (14) No signs, billboards, notices, placards or other advertising matter shall be placed on any part of the Strata Lot or on the common property. Signs allowable under federal, provincial, or municipal election regulations shall be permitted.
- (15) No laundry, washing, clothing, bedding, or other articles shall be hung or displayed from windows, balconies, or other parts of the Strata Lot or the common property so that they are visible from outside of the building.
- (16) No Owner, Tenant or Occupant shall install window coverings, which are visible from the exterior of the Strata Lot, which will detract from the conformity of the building. Window coverings must be the same color, and same size. Any drapes visible from the exterior of the building must be lined with the color of the original blinds.
- (17) Bird feeders are not allowed on the common property, including balconies and patios.
- (18) Outdoor holiday lights are permitted only from December 1st to January 15th inclusive or other festive occasions with prior notice to Strata council.
- (19) Owners, Tenants and Occupants must maintain a consistent high standard of cleanliness, appearance and repair in and surrounding his Strata Lot.
- (20) No personal items such as doormats, toys, bicycles, walkers, shoes, etc. shall be left or stored on the common property.

- (21) Owners, Tenants and Occupants shall not allow their Strata Lots to become a health/safety hazard. If the council deems a Strata Lot to be a health/safety hazard, the council will, at its discretion, have the Strata Lot brought up to standard, at the Owner's sole expense.
 - (22) No Owner, Tenant, Occupant or visitor shall do anything or cause anything to be done on the common property likely to damage plants, bushes, flowers, lights and/or fountains. No chairs, tables or other objects shall be placed on the landscaping that is likely to damage the landscaping or prevent their reasonable growth.
 - (23) Owners, Tenants, or their Occupants are responsible for any damage to the common property that they or their pets do and the Owner of the applicable Strata Lot will be liable for all costs connected with cleaning and repairs.
 - (24) No children or pets are allowed to play in the hallways, elevators, lobby or any other common area of the Strata plan except in designated recreation areas.
 - (25) All notices must be posted on the bulletin boards with the consent from the Strata council or our agents.
 - (26) BBQs, patio furniture and plants are allowed on balconies and patios. Balconies and patios shall not be used to store items, including but not limited to bicycles and/or appliances.
 - (27) Balcony cleaning must be done with a damp mop. Excessive use of water to clean balconies will result in fines being assessed against the Strata Lot.
 - (28) Neither children nor pets may be left unattended on a balcony.
 - (29) The maximum number of Occupants permitted to reside in a Strata Lot is limited as follows:
 - (a) in a one-bedroom Strata Lot - two (2) adults + one young child.
 - (b) in a one-bedroom plus den Strata Lot – maximum three (3) Occupants.
 - (c) in a two-bedroom Strata Lot – maximum four (4) Occupants.
 - (d) in a two-bedroom plus den Strata Lot – maximum five (5) Occupants.
- Maximum numbers of fobs are as follows:
One Bedroom – 3 fobs
Two Bedroom – 4 fobs
Three Bedroom or more – 6 fobs
- (30) Littering is punishable by a fine of \$200.

- (31) Smoking or extinguishing of flammable materials in common areas is punishable by a fine of \$200 for any offence.
- (32) Notice for Owners/Residents from Strata Council or Management Company should only be posted in plastic holders, provided by the Strata Council, mounted throughout common areas. Owners/Residents may only post notices in the notice boards provided by the Strata Council near the mail boxes and the timeline is thirty (30) days and must be dated and signed by the person posting. All notices must first be approved by the Building Manager.
- (33) Walking in common areas barefoot or in towels (e.g. to/from a pool, hot tub or sauna) is strictly prohibited.

4. Inform Strata Corporation

- (1) Within 2 weeks of becoming an Owner, an Owner must inform the Strata Corporation of the Owner's name, Strata Lot number and mailing address outside the Strata plan, if any.
- (2) On request by the Strata Corporation, a Tenant must inform the Strata Corporation of his or her name.
- (3) An Owner must provide a Form "K" to the Strata Corporation prior to a Tenant's occupancy. Failure to do so will result in an Owner being fined \$200.00 per month until the Form "K" is submitted.

5. Obtain approval before altering a strata lot

- (1) An Owner must obtain the written approval of the council before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the Strata Corporation must insure under section 149 of the *Act*;
 - (h) antenna, satellite dishes or similar structures or appurtenances hung from, placed on, erected or attached to the exterior of a strata lot;
 - (i) shades, awnings, window or balcony guards, screens or enclosures, ventilators, air conditioning devices, or supplementary heating devices attached on or placed on the outside of the building.

- (2) The council must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expenses relating to the alteration.
- (3) Metallized or reflective coating or tinting is not permitted on glass windows. All other requests must be brought to Strata Council for approval, prior to installation.
- (4) Hardwood floors, ceramic tiles and all approved renovations must be installed using the following specifications:
 - (a) Hours of work: Mondays to Saturdays from 9:00 a.m. to 5:00pm.
No work on Sundays or Holidays.
 - (b) Floating hardwood floor only.
 - (c) Contractor is responsible for removing all debris, old carpet, boards, drywall, etc. from Empire building. No debris of any kind is to be placed in the dumpster or the recycling bins.
 - (d) Contractor is responsible for cleaning the hallways, stairwells and elevator of any dust, dirt, debris, etc. at the end of each working day.
 - (e) Security: owner and contractor are responsible for the security of the building at all times.
 - (f) Elevator must be booked to transport any material to and from the suite.
 - (g) Underlay (sound deadening material must be 6 mm) under the hardwood floor if cork is chosen must possess a STC (sound transmission class) rating of 71db and an IIC (impact insulation class) of 71db. Townhouses are exempt from this requirement.

Underlay: if foam underlay (SilentStep) is used, the STC must be equal to or greater than 71 db, and the IIC must be equal to or greater than 71 db. The closed cell foam must a minimum of 1/8 inch thick. Townhouses are exempt from this requirement.
 - (h) Council requires proof of purchase and the STC and IIC ratings for the above underlay materials.
 - (i) Ceramic tiles on the kitchen and bathroom floors must be also be installed with sound deadening underlay material, and the details of this material must be submitted to council for approval.
 - (j) Any work involving jack hammering, chipping or grinding is limited to the hours of 11:00 a.m. to 3:00 p.m. (maximum 4 hours per day), Monday to Fridays only. There is to be no jack hammering, chipping or grinding on weekends or on statutory holidays. Removal of tile floors also requires special council approval.

- (k) Owners are to ensure to hire a reputable contractor who is registered with WCB and carries a public liability insurance of a minimum of 2 million dollars.

6. Obtain approval before altering common property

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

The failure of an Owner to comply with this section will result in a fine of \$200.00 for each contravention. A fine may be imposed every seven (7) days.

7. Alterations to a Strata Lot or limited common property

- (1) Any alteration to a Strata Lot or to limited common property that has not received the prior written approval of council must be removed at the Owner's expense if the council orders that the alteration be removed. An Owner who receives approval will be liable for all costs connected to the alteration, including the cost of repairing and maintaining the alteration and the cost of repairing and maintaining the common property or a Strata Lot if such repair is required as a result of the alteration. An Owner who receives approval may be required by the council to sign an Assumption of Liability Agreement.
- (2) The Owner will be responsible to obtain the applicable building permits prior to commencing the work, and obtaining such permits is a condition of the council's approval.
- (3) Owners who undertake alterations in accordance with these Bylaws, and subsequent Owners, are responsible for all costs relating to:
 - (a) the maintenance and repair of the alterations, and
 - (b) the effects on all adjacent Strata Lots or common property, and
 - (c) the effects of rain and weathering, staining, discoloration.
- (4) The council may maintain, repair, or remove alterations to common property if in the opinion of the council:
 - (a) the alterations are not maintained or repaired, or
 - (b) the alterations are damaged.

All costs incurred in the maintenance, repair, and/or removal will be charged to the Owner of the Strata Lot and are his responsibility.

- (5) On the sale of a Strata Lot, Owners must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent Owner refuses to sign an Assumption of Liability Agreement with the Strata

Corporation the alteration may be removed by council and the cost of the removal will be charged to the new Owner.

- (6) To remove a previously approved alteration or attachment, an Owner must negotiate the terms of removal with the council.
- (7) The council reserves the right to require, or have an Owner provide, specified professional supervision or inspection, or both, of approved alterations. The council may include specified supervision or inspection as a requirement of approval.
- (8) When approval is granted by the council to any Owner for modifications to the interior of the Strata Lot, work must commence within sixty (60) days of approval and be completed within sixty (60) days from the date the work starts.
- (9) An approved alteration shall be done between the hours of 9:00 a.m. and 5:00 p.m. or at such other times as prescribed by council. No construction work to be done on Sundays or statutory holidays.
- (10) An Owner who is permitted to make an alteration shall be responsible for the removal of any construction debris and the common property shall be completely cleaned up prior to the site being left each day.

The failure of an Owner to comply with this section will result in a fine of \$200.00 for each contravention. A fine may be imposed every seven (7) days.

8. Permit entry to Strata Lot

- (1) An Owner, Tenant, Occupant or visitor must allow a person authorized by the Strata Corporation to enter the Strata Lot
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair and maintain under these Bylaws or insure under section 149 of the *Act*.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) Owners are encouraged to provide a key to their Strata Lot to the Strata Corporation to facilitate entry in an emergency. If no key is provided, cost of entry by locksmith or damage due to forced entry will be the sole responsibility of the Strata Lot Owner.

Division 2 – Powers and Duties of Strata Corporation

9. Repair and maintenance of property by Strata Corporation

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

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

Division 3 – Council

10. Council size and membership

- (1) Subject to subsection (2), the council must have a minimum of 3 members and a maximum of 7 members elected at an Annual General Meeting.
- (2) No person shall be elected to council and remain on council if the Strata Corporation is entitled to register a lien on their Strata Lot under Section 116(1) of the Act.
- (3) No person shall be elected to council and remain on council if their Strata Lot is in arrears of any monies owed to the Strata Corporation.
- (4) A person whose term as a council member is ending is eligible for reelection.

11. Removing council member

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

12. Replacing council member

- (1) If a council member resigns or is unwilling or unable to act for a period of 3 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 3 or more months, persons holding at least 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.

13. Officers

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

14. Calling council meetings

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

15. Requisition of council hearing

- (1) By application in writing, stating the reason for the request, an Owner or Tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

16. Quorum of council

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

17. Council meetings

- (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.

- (3) 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 confidentiality.

18. Voting at council meetings

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

19. Council to inform Owners of minutes

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

- (1) From the Strata Agent's website;

20. Delegation of council's powers and duties

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

21. Spending restrictions

- (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these Bylaws.
- (2) Despite subsection (1), a council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

22. Limitation on liability of council member

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

Division 4 – Enforcement of Bylaws and Rules

23. Maximum fine

- (1) The Strata Corporation may fine an Owner or Tenant a maximum of:
 - (a) \$200.00 for each contravention of a bylaw and;
 - (b) \$ 50.00 for each contravention of a Rule.
- (2) All fines are due and payable within seven (7) days of the written issuance of the fine.

24. Continuing contravention

If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 – Annual and Special General Meetings

25. Quorum

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 is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

26. Person to chair meeting

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

27. Participation by other than eligible voters

- (1) Any person may attend annual and special general meetings if they have either a valid proxy or have been assigned the landlord's rights.
- (2) Only Owners, individuals asked by Owners to speak on their behalf, and spouses of Owners may attend annual and special general meetings. Section 26 of the Standard Schedule of Bylaws of the *Strata Property Act* is not included as part of these Rules and Regulations.

28. Voting

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) 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.
- (7) An Owner will not be entitled to vote at a general meeting except on matters requiring a unanimous vote if there are any unpaid Strata fees.

29. Order of business

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

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

Division 6 – Moving In/Out

30.

- (1) An Owner or a Resident intends to move in or move out shall make an appointment with the Building Manager having regard for the convenience of all concerned and noise abatement.
- (2) A minimum of 72 hours advance notice shall be given to the Building Manager about any move in or move out, and full instructions for the operation of a move shall be obtained from the Building Manager.
- (3) Moves are restricted to the hours between 9:00 a.m. to 5:00 p.m. on Mondays to Fridays and between 10:00 a.m. to 3:00 p.m. on Saturdays, except by special arrangement with the Building Manager.
- (4) An elevator without floor mats and wall pads installed to protect the elevator floor and walls shall not be allowed to be used for moving.
- (5) A moving party shall allocate one person attending at the lobby door (or back lobby door) at all time, or the moving party shall keep all lobby doors closed and locked when unattended.
- (6) An Owner is responsible for all moves in or out of their Strata Lot and the cost to repair any damage to Common Property resulting from a move. Any damage

occurring because of a move, will be assessed by the Property Manager along with the moving party and will be charged to the Owner. The Building Manager will conduct an inspection before and after the move, and will report to the Property Manager for further assessment if damages occur.

- (7) A refundable fee of \$300.00 in cash shall be deposited to the Building Manager before a move in or move out can proceed. The deposit will be returned after the move is complete and no damage is found during the inspection.
- (8) A move-in fee of \$150.00 must be paid by the Owner (except the first owner moving into the unit) to the Strata Corporation before a move in can proceed.
- (9) All moves in or out shall be through the nearest entrance door.

Division 7 – Motor Vehicles and Parking

31.

- (1) An Owner, tenant or occupant shall park in parking stalls which have been assigned to his/ her strata lot. One motor vehicle and one motorcycle may be parked in one parking stall.
- (2) The parking stalls assigned to a strata lot are not permitted to be rented or leased to non-Residents.
- (3) Motor vehicles are not permitted to be parked in a manner that will reduce the width of the garage, roadway, neighbour's parking stalls, stairwells and/or walkways.
- (4) Parking stalls are not permitted to be used for storage of any other items, unless otherwise approved in writing by the Strata Agent.
- (5) Repairs or adjustments to motor vehicles are not permitted to be carried out in the parking area or on common property due to the potential spillage of fluid or contaminants which could cause inconvenience to others and/or damage to property.
- (6) Oil stains and exhaust pollution stains are the responsibility of the Owner and must be cleaned up by the Owner. Upon notification by the Strata Agent, Owners shall clean up all stains within seven (7) days. Should such clean up not occur, the Strata Agent will have the stain cleaned up and a minimum clean up charge of \$50.00 will be assessed to the Strata Lot.
- (7) All motor vehicles and motorcycles in the parking area must display valid license plates or provide a copy to the Building Manager. Vehicles not displaying valid license plates must clearly display in the vehicle a copy of valid storage insurance (for a minimum of \$1,000,000.00 liability).

- (8) An Owner, tenant or occupant who finds an unauthorized vehicle parked in his/her assigned parking stall must contact the Strata Agent.
- (9) The speed limit within the common property is 10 kilometers per hour.
- (10) For security protection of property, Residents entering or leaving the parking garage must wait until the security gate has fully closed before proceeding. If more than one vehicle is entering or leaving the parking area, it is the responsibility of the driver of the trailing vehicle to wait until the security gate has fully closed before proceeding.
- (11) Any parking spot marked as a loading bay is for a maximum use of thirty (30) minutes.
- (12) Only operable street legal vehicles can be stored or parked in parking stalls (i.e. no boats, trailer, etc.).

Please report any vehicle that is in violation of the above rules to the Property Manager; please include a description of the vehicle, license plate number, date and time of violation. Vehicles in violation could be towed.

Division 8 – Building Security

32.

- (1) No one shall leave open or unlock any outside entrance or exterior and interior fire exit door.
- (2) For security protection of property, Residents entering or leaving the parking garage must wait until the security gate has fully closed before proceeding. If more than one (1) vehicle is entering or leaving the parking area, it is the responsibility of the driver of the trailing vehicle to wait until the security gate has fully closed before proceeding.
- (3) Do not allow strangers to enter the building anytime. Do not allow unidentified persons to follow you through the door when you enter. If a person will not identify themselves or show their key fob, notify the Building Manager immediately.
- (4) Residents should report to the Building Manager, management company or the police any suspicious person(s) in or around the building.
- (5) All keys to locks on the common property will be made and issued only with the authority of the Strata Council.

- (6) Additional key fobs may be obtained by an Owner or Tenant. The fobs will be issued by the Building Manager at a cost of \$100.00 each. The maximum numbers of fobs allowed are as listed under Division 19(8). Any owner that would like more fobs than allowed under Division 19(8) may apply to the Strata Council (in writing) for permission to obtain additional fobs.
- (7) All fobs lost or stolen shall be reported to the Building Manager immediately.
- (8) No soliciting will be permitted within the Strata plan under any circumstances.
- (9) Security of the building cannot be maintained without the full cooperation and observance of these Bylaws by all residents.
- (10) Following a fob audit conducted by the Strata Corporation, any unreported fobs that need to be reactivated after the deadline date set by the Strata Corporation will be subject to a \$25.00 reactivation administration fee for each fob.

Division 9 – Hazards and Insurance

33.

- (1) (a) For the purposes of this bylaw, “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.

(b) An owner, tenant, occupant or visitor must not smoke anywhere on or within Strata Plan EPS3127 including in a strata lot and all of the Common Properties.

(c) An owner, tenant, occupant or visitor must not smoke in or on any interior or exterior common property or limited common property, including a balcony, patio or deck; or anywhere that is within six (6) meters of a door, window or air intake located on the Strata property. Empire is a smoke free building.
- (2) Alcohol is not permitted in any common areas, except those as permitted under the Bylaws and Rules.
- (3) Owners, Tenants and Occupants are responsible for any damage caused by an appliance or other fixtures within their Strata Lot.
- (4) All freshly cut and “live” Christmas trees are prohibited in the building.
- (5) Any holiday decorations shall be removed from all publicly visible areas (including balconies) within two weeks of the holiday in question.
- (6) Owners, Tenants and Occupants shall not do anything that will cause a safety hazard to the building and/or other residents including interfering with proper closure of fire doors by adjusting the door closer by blocking the doors open,

and/or by encumbering the hallways, landings or stairways with boxes, rubbish and/or bicycles.

- (7) No one shall be allowed to play, skateboard, or rollerblade in the underground parking areas, or any other common areas at any time.
- (8) Owners, Tenants and Occupants must not permit explosive, combustible, flammable or offensive materials to be stored within their Strata Lot or on common property. A small supply of fuel normally used for gas barbecues and outdoor heaters may be stored on the balcony.
- (9) All Owners of Strata Plan EPS3127 must have at least \$1,000,000 liability insurance prior to completion of purchase, or occupancy. Certificate of insurance must be provided at time of “move-in” booking.
- (10) An Owner must pay up to the insurance deductible portion of any insurance claim filed by the Strata Corporation within sixty (60) days of the written issuance of the charge if such claim results from damages caused to the common property, including limited common property or common assets and all items that the Strata Corporation is responsible for insuring as defined under Section 149 of the Strata Property Act by the negligence or accident of the Owner or Owner’s tenant, resident, or guest or from a fixture that the Owner is responsible for repairing and maintaining.
- (11) An Owner must purchase individual contents insurance for their Strata lot. The contents insurance must also have coverage to protect the Owner against a Strata insurance deductible chargeback, as well as any cost to repair common property charge by the Strata Corporation. The Strata lot Owner must show proof of insurance to the Strata Corporation by September 1st of each year.
- (12) Nothing shall be allowed to fall from a window or balcony of a Strata Lot. Cigarettes, matches, bottles, cans or any other item dropped or thrown from a Strata Lot will result in an immediate \$200 fine.
- (13) If access is required to your suite due to an emergency of any kind and a key to your suite has not been provided to building management, the Owner will be responsible for all costs associated with the emergency entry.
- (14) Owners, Tenants and Occupants are responsible for any damage caused by a waterbed, appliance or other fixtures within their Strata Lot.

Division 10 – Resale of Strata Lot

34.

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

Division 11 – Bicycles, Rollerblades, Roller-skating, and Skateboards

35.

- (1) Bicycles shall be kept in designated bicycle storage areas only. No bicycles are permitted in the elevators, stairways, Strata Lots, or on balconies or patios.
- (2) Bicycles are not permitted at anytime inside the common areas, except the bicycle storage area and the P1 level of the parking garage.
- (3) Bicycles found on common area property outside of the designated bicycle storage rooms will be removed and impounded. Bicycles not claimed after 30 days may be sold at the Strata Corporation's discretion. A fine of \$50.00 will be paid to the Strata Corporation for the return of an impounded bicycle.
- (4) Skateboarding, rollerblading or roller skating is not permitted on any common areas of the Strata Plan.
- (5) The Strata Corporation assumes no responsibility for bicycles stored in any of the designated bicycle storage rooms.
- (6) Only one bike is permitted per slot.

Division 12 – Storage/Storage Lockers

36.

- (1) No part of the common property except areas designated by the Strata Corporation will be used for storage without the prior written consent of the council.
- (2) All Owners/Residents are responsible for the cleaning and good appearance of their storage lockers.
- (3) A Resident shall not leave or store personal items, including without limitation, toys, bicycles, door mats or walkers, etc. in any hallway, walkway, lobby or

landing at any time because such items detract from the overall appearance of the Common Property and Building and pose a safety hazard and breach the fire code. No part of the common property except areas designated by the Strata Corporation will be used for storage without the prior written consent of the council.

37. Bicycle Storage

- (1) Bicycles shall be kept in designated bicycle storage lockers and bicycle racks only. No bicycles are permitted in the elevators, stairways, strata lots, or on balconies or patios.
- (2) Only bicycles and bicycle related equipment will be permitted to be stored in the bicycle storage lockers.
- (3) Anyone using the bicycle storage lockers must confirm with Strata Corporation via the Strata Agent the bicycle storage locker number that they are using. The bicycle storage lockers and bicycle racks are on a first come first serve basis.
- (4) The Strata Corporation assumes no responsibility for anything stored in any of the designated bicycle storage locker and racks.

Division 13 – Barbecues

38.

- (1) Only natural gas, small propane or electric barbecues are permitted.
- (2) All propane tank valves are to be in the “off” position when not in use, or when being carried through the common property.
- (3) Barbecuing is permitted on the balconies and patios of each Strata Lot, provided it is conducted in safe manner and does not create a nuisance to other residents.
- (4) Barbecuing equipment must be maintained in an orderly appearance and can only be stored on your balcony.
- (5) Barbecues must be kept clean to reduce smoke and odors disturbing other residents.
- (6) Non-compliance with 38(5) will result in a fine being levied against the Strata Lot.

Division 14 – Severability

39.

- (1) Should any portion of these Bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the Bylaws and Rules, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.
- (2) For the purposes of all Bylaws and Rules, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires.

Division 15 – Open Houses

40.

- (1) **“Open House”** for the purposes of this Bylaw means any event planned by any Owner, Owner’s Agent or Realtor, or any event planned with the knowledge and consent of any Owner, Owner’s Agent or Realtor in which:
 - (a) The public at large, or any portion thereof, is invited onto common property of the Strata Corporation or to use the common assets of the Strata Corporation for the purposes of viewing a strata lot in the Strata Corporation that is for sale or is intended for sale or is anticipated to be for sale within the reasonable future, and
 - (b) The public at large, or any portion thereof, crosses common property of the Strata Corporation or uses common assets of the Strata Corporation for the purposes of viewing a strata lot in the Strata Corporation that is for sale or is intended for sale or is anticipated to be for sale within the reasonable future,

but it does not apply to individual appointments made with prospective purchasers of strata lots to view a strata lot and common property within the Strata Corporation that is for sale, if such individual appointments are not scheduled or conducted in a fashion similar to an Open House.

- (2) Open Houses may be conducted for a maximum period of two hours between 10:00 a.m. and 4:00 p.m. on Friday, Saturday and/or Sunday and are subject to this Bylaw.
- (3) An Owner, Owner’s Agent or Realtor shall not advertise or conduct an Open House unless:
 - (a) The Owner or Owner’s Agent has applied, in writing, to the Strata Council through the management company, for permission to advertise and to conduct an Open House and that permission has been granted; and

- (b) The Owner or Owner's Agent advises the Property Manager, in writing, at least 72 hours prior to the date of the Open House,
- (4) Upon receiving the permission of the Strata Council to advertise or hold an Open House, the Owner, Owner's Agent or Realtor is entitled to place one sign ("Sign") advertising the Open House. The Owner, Owner's Agent or Realtor shall ensure that the Sign:
 - (a) is of a temporary nature;
 - (b) is no larger than 30cm by 60cm;
 - (c) is displayed at most during the period when the Open House is being conducted;
 - (d) is of a professional and tasteful nature; and
 - (e) is placed outside the building within 15 feet of the front door so that the Sign does not, in any manner, impede or endanger any person or any vehicular traffic;
- (5) The Owner, Owner's Agent or Realtor shall ensure that any and all persons on the common property as a result of the Open House ("Attendees") are, at all times, accompanied by the Owner, Owner's Agent or Realtor. If the Open House is not for a townhouse, then a Realtor must be stationed in the building's lobby for the entire open house.
- (6) The Owner is responsible for any and all costs to repair damages incurred by the Strata Corporation which are caused either directly or indirectly by an action or negligence of any person attending or otherwise participating in any way in the Open House.
- (7) No Owner, Owner's Agent or Realtor shall conduct an Open House on a time overlapping a day when another resident of the Strata Corporation is moving in or moving out of the building. With reference to Clause 3(1) of this Bylaw, no permission shall be granted by the Strata Council for an Open House to be advertised or conducted when a "move in" or a "move out" is planned. This excludes townhouses.
- (8) In the event that this Bylaw is breached by the Owner, the Owner's Agent, the Realtor or any person attending or otherwise participating in any way in the Open House, the Owner of the strata lot in respect of which an Open House is advertised or conducted shall be fined \$50.00 by the Strata Corporation.
- (9) No permission shall be granted by the Strata Council for an Open House to be advertised or conducted in respect of a strata lot whose Owner has not paid in full any and all fines levied by the Strata Corporation.

Division 16 – Renting/Leasing

41.

- (1) After an owner leases his Strata Lot, he will give the Corporation the undertaking and Form K signed by the tenant, that the Tenant and the other Occupants of the Strata Lot will comply with the Act, the Bylaws and the rules and regulations prescribed by the Corporation.
- (2) The Strata Corporation may collect fines or costs levied on a tenant from the owner, but the owner is not jointly and severally liable for the actions of the tenant.
- (3) All owners are responsible for any fines levied due to the tenant's non-compliance of the Strata Corporation's Bylaws and will be charged to the owner's strata account.
- (4) An owner must cause the tenant to execute a Form K- Notice of Tenant's Responsibilities as provided in the Strata Property Act (British Columbia), as amended or replaced, prior to his or her occupation of the strata lot and provide the strata corporation with a copy thereof.

Division 17 – Privacy

42.

- (1) The strata corporation may collect, from time to time, certain personal information of owners, tenants, and occupants including but not limited to:
 - (a) the name, home address, and home telephone and/or cell phone numbers of owners, tenants and occupants;
 - (b) e-mail addresses;
 - (c) banking information, in the case of owners, for payment of strata fees;
 - (d) video images and voice recordings obtained during the use and operation of the video surveillance system installed or to be installed in the building by the strata corporation in the following locations, with signage noting the operation and monitoring and operational 24 hours a day, 7 days a week:
 - (i) Exterior entrance/exit locations for pedestrian and vehicle traffic and common property parking facilities;
 - (ii) Interior entrance/exist locations in common areas;
 - (iii) Common activity areas such as gym, spa, and games room;

- (iv) As needed in other interior/ exterior common property or limited common property areas to address security, physical safety illegal actions, or bylaw infractions.
 - (e) information and data recorded and collected during the use and operation of EPS3127's access control system (e.g., key fobs) installed in the building that monitors access to and from the common areas of the building 24 hours a day, 7 days a week;
- (2) Personal information recorded and collected will not be disclosed to any person, other than: the building manager, the strata corporation's strata agent, elected members of the strata council during the course of exercising the powers and performing the duties of the strata corporation, the strata corporation's legal counsel or law enforcement personnel except:
 - (a) when required or authorized by law to do so;
 - (b) when disclosure is consented to in writing by an owner, tenant, or occupant;
 - (c) to up-date banking or financial records;
 - (d) when required to collect outstanding strata fees;
 - (e) during the course of a criminal investigation involving vandalism to or theft of common property or common assets of the strata corporation, vandalism to or theft of personal belongings of owners, tenants, occupants, visitors and invitees, or the physical assault of an owner, tenant, occupant, visitor, or invitee; or
 - (f) when deemed necessary by the Strata Council.
- (3) The strata corporation will take all reasonable precautions to ensure that personal information is kept safe from loss, unauthorized access, modification or disclosure.
- (4) This bylaw authorizes the collection of personal information using the video surveillance system and access control system for the following purposes only:
 - (a) to monitor access to and from the common property areas of the building;
 - (b) to protect personal property of owners, tenants, occupants, visitors and invitees;
 - (c) to protect common property and common assets of the strata corporation;
 - (d) to protect the security and physical safety of owners, tenants, occupants, visitors and invitees to the building
- (5) Personal information collected from the use and operation of the video surveillance system and access control system will be retained by way of electronic data storage for up to 30 **days on** the strata corporation's computer data

storage system at which time the personal information recorded and collected will be recorded over. The strata corporation's strata agent, elected members of the strata council during the course of exercising the powers and performing the duties of the strata corporation, the strata corporation's legal counsel and law enforcement personnel are authorized to view the personal information recorded and collected in this manner and only under the following circumstances:

- (a) when required or authorized by law to do so
 - (b) when disclosure is consented to in writing by an owner, tenant, or occupant
 - (c) during the course of a criminal investigation involving vandalism to or theft of common property or common assets of the strata corporation, vandalism to or theft of personal belongings of owners, tenants, occupants, visitors and invitees, or the physical assault of an owner, tenant, occupant, visitor, or invitee; or
 - (d) when written complaints are received by the strata council regarding the alleged breach of the following bylaws and personal information recorded and collected is available to be viewed to enable the strata council to verify the existence of the bylaw breach.
- (6) Requests for access to view a specific individual's personal information, including access to view those portions of the video surveillance or access control system that contain personal information for the individual requesting access, must be made in writing and delivered to the strata corporation's strata agent. Access to the specific individual's personal information, other than personal information recorded and collected using the video surveillance system and the access control system, will be made available in the presence of an elected member of the strata council or the strata corporation's strata agent, within 14 days from the date of the request and copies of personal information will be provided and a reasonable fee will be charged for the copies of the personal information. Personal information recorded and collected using the video surveillance system and the access control system will, provided that the personal information has not previously been recorded over, be made available for inspection within 24 hours from the date of the request and a reasonable fee will be charged for the inspection of that personal information.
- (7) Lockboxes are not permitted. Owners are responsible for ensuring lockboxes are not permitted. Owners are ultimately responsible for their realtor's actions.

Division 18 – Lobbies, Hallways, Parkade & All Other Common Areas

43.

- (1) Commercial activity is not permitted in any of the common areas.

Division 19 – Balconies, Patios and Roof Top Decks

44.

- (1) Hot tubs, freezers or sheds are not permitted on patios, balconies or roof top decks with the exception of those originally installed by the Developer.

Division 20 – Garbage Room

45.

- (1) Garbage and recycling should be disposed of properly, and in the garbage room.
- (2) Ordinary household refuse and garbage will be removed from each Strata Lot by the Owner/Resident and deposited in the garbage receptacles provided for that purpose. Any materials other than ordinary household refuse and garbage such as discarded furniture, etc. is the sole responsibility of the Owner/ Resident and will be removed from the Strata Plan at the expense of or by the Owner/Resident.
- (3) All garbage shall be properly bagged and securely tied in plastic bags before being taken to be placed in the garbage compactor. Empty cardboard boxes will be collapsed before they are placed into the recycling container specifically for cardboard.
- (4) All recycling must be disposed into the correct recycling bins.
- (5) Litter and garbage which is spilled or dropped from a Strata Lot will be the responsibility of the Owner/Resident and must be tidied up by the Owner/Resident as soon as possible.
- (6) At no time will rubbish, garbage, boxes, packing cases, batteries, fenders or the like be left in the parkade, doorways or any other part of the Common Property.
- (7) No garbage is to be thrown, left and/or deposited in the stairwells or fire exits.
- (8) No garbage is to be left outside strata lots or in the hallways on any floor of the building.
- (9) Littering is punishable by a fine of \$200. Any unwanted junk or garbage left in the garbage room or any common area is subject to a disposal fee of up to \$150, as well as an applicable bylaw fine.

Division 21 – Short-Term Accommodations

46.

- (1) In addition to the restrictions set out in Bylaw 3(9), a strata lot must not be used for short-term accommodation purposes, such as a bed-and-breakfast, lodging house, hotel, motel, home exchange, time share, corporate housing or vacation rental. Without limiting the generality of the foregoing, an owner, tenant, or occupant must not enter into a license for the use of all or part of a strata lot.

<i>Reg. Date</i>	<i>Reg. #</i>	<i>Meeting</i>	<i>Bylaws</i>
April 28, 2017	CA5961207	As passed at the AGM held on March 28 th , 2017	Repealed and replaced all bylaws