

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
 - Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.
- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.
-

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

Deduct LTSA Fees? Yes

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

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

Strata Property Act
FORM I
AMENDMENT TO BY-LAWS
(Section 128)

The Owners, Strata Plan EPS 3645 certify that the following or attached amendments to the by-laws 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 on March 6, 2019 .

Repeal and Replace



Signature of Council Member



Name



Signature of Council Member



Name

Bylaws

Kingsley Estates

Strata Plan EPS 3645

Approved March 28, 2018:

Amended bylaw 23 & 44, Adopted bylaw 50, 51, 52, 53, 54

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

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.

Repair and maintenance of property by owner

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

Use of property

- 3 (1) An Owner, tenant, occupant or visitor must not use a Strata Lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another Strata Lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the Strata Lot or common property is intended as shown expressly or by necessary implication on or by the Strata Plan.
 - (f) is in contravention of any rule, order or bylaw applicable to the strata lot or that will result in any unusual or objectionable odour to emanate from the strata lot, or that is inconsistent with the intent of these bylaws.
- (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) An owner, tenant or occupant must not:
 - (a) use a strata lot for any purpose which may be injurious to the reputation of the development;
 - (b) make or cause to be made any structural alteration to his strata lot, or paint, decorate , or add to or remove any structure from the exterior of the building or the exterior of the strata lot or add to or alter the wiring, plumbing, piping, or other services on his strata lot, or within any bearing or party wall or the common property without first obtaining the written consent of the council; and
 - (c) install any lock on any door leading to or in the strata lot without prior written consent of the council.

Inform Strata Corporation

- 4 (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) Any owner of a strata lot who leases his lot without submitting a Form K in accordance with the Strata Property Act be liable to a fine of \$50.00 for every month or part thereof that a tenant is in occupancy of the strata lot and the Form K is not submitted.

Obtain approval before altering a Strata Lot

- 5 (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to a Strata Lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building.
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;

- (f) common property located within the boundaries of a Strata Lot;
 - (g) those parts of the Strata Lot which the Strata Corporation must insure under section 149 of the Act.
 - (h) the painting of the exterior, or the attachment of sunscreens or greenhouses, or a satellite dish.
- (2) The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration.
 - (3) This section does not apply to a Strata Lot in a bare land Strata Plan.

Obtain approval before altering common property

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

Permit entry to Strata Lot

- 7 (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) Where the strata corporation is required to enter a strata lot for the purpose of maintaining, repairing, or renewing pipes, wires, cables and ducts for the time being existing in the strata lo, which are capable of being used in connection with the enjoyment of any other strata lot or the common property, the strata corporation and its agents must, in carrying out any work or repairs do so in a proper and workmanlike manner. The strata corporation must make good any damage to the strata lot occasioned by such works and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.

Division 2 – Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

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

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

Division 3 – Council

Council size

- 9
- (1) Subject to subsection (2), the Council must have at least 3 and not more than 7 members.
 - (2) If the Strata Plan has fewer than 4 Strata Lots or the Strata Corporation has fewer than 4 Owners, all the Owners are on the Council.

Council members' terms

- 10
- (1) The term of office of a Council member ends at the end of the Annual General meeting at which the new Council is elected.
 - (2) A person whose term as Council member is ending is eligible for re-election.

Removing Council member

- 11
- (1) Unless all the Owners are on the Council, the Strata corporation may, by a resolution passed by a majority vote at an Annual or Special General meeting, remove one or more Council members.
 - (2) After removing a Council member, the Strata Corporation must hold an election at the same Annual or Special General meeting to replace the Council member for the remainder of the term.

Replacing Council member

- 12
- (1) If a Council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Council may appoint a replacement Council member for the remainder of the term.
 - (2) A replacement Council member may be appointed from any person eligible to sit on the council.
 - (3) The Council may appoint a Council member under this section even if the absence of the member being replaced leaves the Council without a quorum.
 - (4) If all the members of the Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new Council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 13
- (1) At the first meeting of the Council held after each annual General meeting of the Strata Corporation, the Council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
 - (2) A person may hold more than one office at a time, other than the offices of president and vice president.
 - (3) The vice president has the powers and duties of the president
 - (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
 - (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling Council meetings

- 14
- (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.

Requisition of Council hearing

- 15**
- (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.

Quorum of Council

- 16**
- (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.

Council meetings

- 17**
- (1) At the option of the Council, Council meetings may be held by electronic means, so long as all Council members and other participants can communicate with each other.
 - (2) If a Council meeting is held by electronic means, Council members are deemed to be present in person.
 - (3) Owners may attend council meetings as observers.
 - (4) Despite subsection (3), no observers may attend those portions of Council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

Voting at Council meetings

- 18**
- (1) At Council meetings, decisions must be made by a majority of council members present in person at the meeting.
 - (2) Unless there are only 2 Strata Lots in the Strata Plan, if there is a tie vote at a Council meeting, the president may break the tie by casting a second, deciding vote.
 - (3) The results of all votes at a Council meeting must be recorded in the Council meeting minutes.

Council to inform Owners of minutes

- 19**
- 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.

Delegation of Council's powers and duties

- 20**
- (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 indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
 - (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

- 21**
- (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.

Limitation on liability of council member

- 22**
- (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

Maximum fine

- 23** The Strata Corporation may fine an Owner or tenant a maximum of
- (a) \$200 for each contravention of a bylaw, and
 - (b) \$50 for each contravention of a rule.

Continuing contravention

- 24** 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

Person to chair meeting

- 25**
- (1) Annual and Special General meetings must be chaired by the president of the Council.
 - (2) If the president of the Council is unwilling or unable to act, the meeting must be chaired by the vice president of the Council.
 - (3) If neither the president nor the vice president of the Council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

- 26**
- (1) Tenants and occupants may attend Annual and Special General meetings, whether or not they are eligible to vote.
 - (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 27**
- (1) At an annual or Special General meeting, voting cards must be issued to eligible voters.
 - (2) At an Annual or Special General meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
 - (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
 - (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
 - (5) If there is a tie vote at an Annual or Special General meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
 - (6) If there are only 2 Strata Lots in the Strata Plan, subsection (5) does not apply.
 - (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of business

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

Division 6 – Voluntary Dispute Resolution

Voluntary dispute resolution

- 29**
- (1) A dispute among Owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
 - (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
 - (2) A dispute resolution committee consists of
 - (a) one Owner or tenant of the Strata Corporation nominated by each of the disputing parties and one Owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Marketing Activities by Owner Developer

Display lot

- 30**
- (1) During the time that the owner developer of the strata corporation is a first owner of any strata lots, it has the right to maintain any strata lot or strata lots, whether owned or leased by it, as a display unit, and to carry on sales functions it considers necessary in order to enable it to sell the strata lots or strata lots in a development developed by an affiliated company.
 - (2) At the reasonable discretion of the owner developer, it may use the common property to conduct the sale or lease of strata lots in the Strata Plan or of strata lots in a development developed by an affiliated company up to 24 months after the date of first occupancy in the final phase of the Development.
 - (3) Signs advertising the sale, lease or open house of a strata lot must be displayed on the common post supplied by the strata corporation and may not be displayed in the windows or on the balcony of a strata lot. Notwithstanding the foregoing, marketing signs may be displayed on the common property and/or the limited common property or window of any strata lot owner or leased by the owner developer at the reasonable discretion of the owner developer.

Division 8 – Miscellaneous

Strata Fees

- 31**
- (1) Strata fees are due and payable on or before the first day of each month. Strata fees not received by the 10th day of the month in which they are due are subject to a 10% per annum interest penalty compounded annually unit paid.
 - (2) When arrears of strata fees exceed two monthly payments a lien will be placed by the strata corporation on the strata lot involved at the owners expense for the total monies due, including all legal and other expenses.

Disturbance of Others

- 32**
- (1) Mops or dusters of any kind must not be shaken and any debris must not be thrown out of any window, door, passage, or other parts of the strata lot or the common property.
 - (2) An owner, tenant or occupant must not dispose of any item through any window, door, or passage and onto the common property or the strata lo.
 - (3) Barbecues other than those fueled by propane or natural gas or electricity must not be used. An owner, tenant or occupant must not operate his barbecue in a manner which, in the opinion of the council, interferes with another owner's enjoyment of his strata lot. An owner, tenant or occupant must ensure that a barbeque does not cause heat damage to the exterior of the building. An owner, tenant or occupant will be held solely responsible for heat damage to the building envelope.
 - (4) Carpentry or similar alterations are limited to the hours as allotted by the municipal authority or local government.

Hazards

- 33**
- (1) Fire hazards must be minimized. Items which increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the strata corporation, or which will invalidate any insurance policy, must not be brought onto or stored in a strata lot or the common property.
 - (2) Material substances such as cigarettes, matches, or other burning material must not be discharged through any window, door, patio or other part of a strata lot or passage and onto the common property.

Cleanliness

- 34** (1) All household refuse and recycling material must be secured in suitable plastic bags or recycling containers. Owners, tenants and occupants will comply with the municipal authority or local government's recycling program as it is implemented.
- (2) Any waste material other than ordinary household refuse and normally collected recycling materials must be removed by the individual owner, tenant or occupant of the strata lot.

Exterior Appearance

- 35** (1) Signs, fences, gates, billboards, placards, advertising or notices of any kind must not be erected or displayed on the common property or the strata lot without prior written approval by the council.
- (2) Awnings, shade screens, smoke stacks, satellite dishes, radio or television antenna must not be hung from or attached to the exterior of the strata lot, without prior written consent of the council.
- (3) Laundry, clothing, bedding, or other articles must not be hung or displayed from windows, patios, or other parts of the strata lot so that they are visible from the outside.
- (4) Draperies or window coverings that are visible from the exterior of any strata lot must be cream or white in colour.
- (5) Balcony, patio and roof deck furnishings are restricted to patio furniture, barbeques and plants. For example, laundry or other like articles must not be hung or displayed so that they are visible from the outside of the building. Balconies, patios or roof decks must not be used for the storage of bicycles, refrigerators, freezers, storage boxes or cleaning materials.

Common Areas

- 36** (1) The council must administer all common areas, any rules or regulations formulated by the council from time to time will be binding upon all owners, tenants, occupants and visitors.
- (2) The common facilities are for the use of owners, tenants, occupants and their invited guests only. An owner, tenant or occupant must accompany guest when using these facilities.

Parking

- 37** (1) An owner, tenant or occupant must only park in the garage space(s) that is/are included as part of their strata lot or on the driveway apron designated as limited common property for the use of their strata lot, save and except for private arrangements with other owners, tenants or occupants for the use of their garage. Garages and driveway aprons designated as limited common property must not be leased or rented to a person who is not an owner, tenant or occupant within the strata corporation.
- (2) Major repairs or adjustments must not be made to motor vehicles on the common property.
- (3) Guest parking is only permitted in the spaces provided.
- (4) A maximum speed of 15km/h will apply within the common property.
- (5) Owners, tenants and occupants will be responsible for the clean up of oil spills on common property.
- (6) Parking is only permitted in a designated parking space, however a vehicle must not be parked in a manner which will reduce the width of an access roadway.
- (7) Vehicles exceeding 4,000 kg G.V.W. must not be parked or brought onto the common property without consent of the council, except when used in delivery to or removal from the premises. RVs, boats, and trailers must not be permitted on the surface parking stalls at any time.
- (8) Any vehicle, which does not comply with this bylaw, may be removed at the owner's expense.
- (9) All vehicles not parked in a garage must be licensed, insured and operable.

Damage to Property

- 38** (1) An owner, tenant or occupant must not cause damage to trees, plants, bushes, flowers or lawns, and must not place chairs, tables or other objects on lawns or grounds as so to damage them or prevent growth.

Security

- 39** (1) Owners, tenants or occupants will be responsible for anyone they admit onto or about the common property, inclusive of agents, servants, licensees, or invitees.
- (2) The council will form a Security Committee to provide guidelines for the security of individual strata lots, and to establish resident-based voluntary crime prevention programs such as Block Watch.

Moving and Resale

- 40** (1) It will be the express responsibility of the owner to ensure that all moves in or out by the owner, tenant or occupant conforms to the rules and regulations as established by the council from time to time.
- (2) Advertising for the resale or rental of a strata lot may only be permitted within the boundaries of the strata corporation on directory Trees which may be located, supplied and maintained by the council.

Changes to Flooring Finishing

- 41** Intentionally deleted.

Leasing Requirements

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

Pets and Animals

- 43** (1) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
- (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) two dogs or two cats; or one dog and one cat.
- (2) No vicious dogs are permitted in any strata lot or on any portion of the common property. For the purposes of this bylaw a vicious dog means the following:
- (a) any dog that has killed or injured
 - i. any person; or
 - ii. another animal while running at large;
 - (b) any dog that aggressively harasses or pursues another person or animal while running at large;
 - (c) any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting; or
 - (d) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, or any dog of mixed breeding which includes any of these breeds; or any dog which has the appearance and physical characteristics predominately conforming to these standards for any of the above breeds, as established by the Canadian Kennel Club of the American Kennel Club or the United Kennel Club, as determined by a veterinarian licensed to practice in the province of British Columbia
- (3) The owner of pets will be fully responsible for:
- (a) the behaviour of their pets,
 - (b) cleaning-up after their pets, and
 - (c) removing pet waste from the common property immediately and disposing of it in designated containers that may be specified for this purpose from time to time.
- (4) 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, except where council has designated an off-

leash dog area, in which case, the dog must be under the supervision and control of a responsible individual.

- (5) Without limiting the generality of this bylaw, if a pet is causing a nuisance or unreasonable noise, the council may, among other things, require that the pet be removed from the strata lot permanently.
- (6) An owner, tenant or occupant must not feed nuisance birds such as pigeons, seagulls, crows, starlings and other birds from any strata lot or the common property.
- (7) Owners, tenants or occupants will be responsible for informing their guests or visitors about the rules concerning pets and will be responsible for cleaning-up and/or repairing damage caused by pets brought onto the common property by their guests or visitors.
- (8) The strata corporation may fine an owner of a pet \$50.00 for each contravention of this bylaw.

Quorum

- 44 (1) Notwithstanding section 48(3) of the Act, if within fifteen (15) minutes from the time appointed for an annual general meeting or special general meeting a quorum is not present, the eligible voters present in person or by proxy constitute a quorum.

Adherence to Bylaws

- 45 (1) Owners must ensure that their tenants, occupants, guests and visitors do not contravene any bylaws applicable to the owner.

Change in Civic Addresses

- 46 (1) Owners may not change their civic addresses / unit numbers of their strata lots.

Production of Marijuana

- 47 (1) An owner, tenant or occupant must not permit a marijuana grow operation or production facility or allow such activities to operate or function within or outside of a strata lot, regardless of whether such operation is licensed or otherwise permitted by any government authority.
- (2) Should any owner, tenant or occupant violate this bylaw, any resultant increase in the insurance premium of the strata corporation must be borne solely by the owner of the strata lot regardless of whether the owner had any knowledge or involvement in such violation. These costs will be payable within fourteen (14) days of written notification from the strata corporation. Nothing in this bylaw will be construed as a restriction on the rights of the strata corporation to pursue all remedies against the offending owner, tenant or occupant at law, including injunctive relief.

Production of Illegal Substances

- 48 (1) An owner, tenant or occupant must not produce illegal substances or allow such activities to operate or function within or outside of a strata lot.
- (2) Should any owner, tenant or occupant violate this bylaw, any resultant increase in the insurance premium of the strata corporation must be borne solely by the owner of the strata lot regardless of whether the owner had any knowledge or involvement in such violation. These costs will be payable within fourteen (14) days of written notification from the strata corporation. Nothing in this bylaw will be construed as a restriction on the rights of the strata corporation to pursue all remedies against the offending owner, tenant or occupant at law, including injunctive relief.

Convertible Strata Lots

- 49 (1) Some of the strata lots are convertible housing strata lots ("Convertible Strata Lots") which contain certain features that facilitate occupancy by persons with physical disabilities, but may require additional conversions in and/or around the Convertible Strata Lot, including, to areas of the common property adjacent to the Convertible Strata Lot. Notwithstanding any other provisions in these bylaws, the council will not unreasonable withhold consent with respect to any alterations that may facilitate or assist the occupation of a Convertible Strata Lots by persons with physical disabilities, which may include the

removal from or addition to the exterior of the building or of the Convertible Strata Lot, such as ramp, or additions and/or alterations to the interior of the Convertible Strata Lot.

Surveillance and Privacy

- 50** (1) The Strata Corporation may collect, from time to time, certain personal information of owners, tenants occupants and visitors, including:
- a. The name, address, and home telephone and/or cell phone numbers of owners, tenants occupants and visitors;
 - b. Video images obtained during the use and operation of the security 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 vehicular traffic;
 - ii. Interior entrance/exit locations in common areas;
 - iii. Common activity areas;
 - iv. Elevators; and,
 - v. As needed in other interior/exterior common property areas to address security, physical safety, illegal actions or bylaw infractions.
 - c. Information and data recorded and collected during the use and operation of the access control system (eg. 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 Caretaker, 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, authorized representatives of the security system repair and maintenance contractor only as required to repair and/or maintain the security system, 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. 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, employees and invitees, or the physical assault of an owner, tenant, occupant, visitor, employee or invitee; and,
- (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, employees and invitees;
 - c. To protect common property and common assets of the strata corporation; and
 - d. To protect the security and physical safety of owners, tenants, occupants, visitors, employees 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 three (3) months on the strata corporation's computer data storage system at which time the personal information recorded and collected will be recorded over.
- (6) Requests for access to view a specific individual's personal information, including access to view those portions of a video surveillance or access control system that contains personal information for the individual requesting access, must be made in writing and delivered to the Strata Corporation's agent. Access to the specific individual's personal information will be made available in the presence of the Strata Council's elected Privacy Officer, another Strata Council representative and/or the Strata Corporation's agent, within fourteen (14) days of the request. 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 fourteen (14) days of the request. A reasonable fee and/or any costs associated with retrieval of the information requested will be charged for the copies of personal information requested.

Small Claims Legal Authorization

- 51** (1) The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the strata corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

Insurance Deductible Chargeback

- 52** (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 policy of strata insurance. Without limiting the generality of the word "responsible", an owner is responsible for the owner's own acts or omissions, as well as those of any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot or the owner.
- (2) 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 proceeds of strata insurance or any applicable section insurance received by the strata corporation or the separate section and will be charged to the owner.

Illegal Activity

- 53** (1) In addition to the application of other enforcement that may be levied, an owner, tenant, resident or visitor who has engaged in illegal activity will be subject to an immediate injunction. If the injunction is successful, then the owner of the strata lot will be responsible for all expenses incurred by the strata corporation to obtain the successful injunction, including legal costs.

Short-term Accommodation

- 54** (1) A Residential Strata Lot must not be used for short-term accommodation purposes, such as a bed-and-breakfast, lodging house, hotel, time share, or vacation rental. Without limiting the generality of the foregoing, a resident must not enter into a license for the use of all or part of a Residential Strata Lot.
- (2) For the purpose of Bylaw 54, "short-term" is defined as a period of less than 30 days.
- (3) The Strata Corporation is authorized to utilize the security cameras and access control systems for the purpose of gathering information related to potential contravention of Bylaw 54 (all inclusive).
- (4) No access control devices (fobs, remotes) or common area keys may be given to non-residents. Residents are defined as Owner occupiers and Tenants with a Form K registered to the Strata Corporation. Owner-Landlords may retain access devices.
- (5) The Strata Corporation may fine an owner up to \$1,000 for the contravention of Bylaw 54 (inclusive). The strata corporation may fine an Owner on a daily basis for breach of Bylaw 54 (inclusive), if an activity or lack of activity that constitutes a contravention the bylaw continues.