

- 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

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

LTO Document Reference:

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

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


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The Owners, Strata Plan EPS 1238 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 January 13, 2016.

Repeal and Replace

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

  
\_\_\_\_\_  
Name

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

  
\_\_\_\_\_  
Name

**SCHEDULE OF BYLAWS  
FOR  
OPSAL – EPS 1238**

*Amalgamated January 13, 2016 AGM*

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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**

Subject to Sections 8A, 8B and 8C

- 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.
  
- (2) (i) 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.  
  
(ii) An Owner shall not:
  - (a) use his strata lot for any purpose which may be injurious to the reputation of the building;
  - (b) make or cause to be made any structural alteration to a strata lot nor paint, decorate, add to or remove any structure from the exterior of the building or the strata lot or add to or alter the wiring, plumbing, piping or other services to a strata lot or within any party or bearing wall or the common property without first obtaining the written consent of the strata council; and
  - (c) install or change any lock on any door leading to or within any strata lot without the prior written consent of the strata council.
  
- (3) An Owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

- (4) An Owner, tenant or occupant must not 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) one dog and/or one domestic cat or two dogs or two domestic cat.
- (5) The owners of pets and the owners, occupants and tenants of any strata lot in which a pet is being kept shall be fully responsible for the behavior of said pets. Conduct of any pet which, in the opinion of the Strata Council, constitutes a nuisance, shall result in a fine of \$50.00 for a first offence and increased fines for repeat offences and/or an order by the strata council for removal of the pet(s) within thirty (30) days. It is the responsibility of the owner of a strata lot to inform any visitor to said strata lot of the rules concerning pets and to clean up after and repair any damage caused by the pet of a guest.
- (6) No vicious dogs are permitted in any strata lot or on any common property. For the purposes of this by law a "vicious dog" shall mean:
- (a) any dog that has injured or killed any person or other animal while running at large;
  - (b) any dog that aggressively harasses or pursues a person or other animal while running at large;
  - (c) any dog that has been trained or used for dog fighting; and
  - (d) any Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, Rottweiler or
  - (e) any dog of mixed breeding which includes any of these Breeds as determined by a veterinarian licensed to practice in the Province of British Columbia.
- (7) An Owner, tenant, occupant or visitor shall not:
- (a) make undue noise in or about the Strata Lot, common property or limited common property which would create a nuisance or disrupt the occupants of Strata Lots, their families or guests;
  - (b) hang or place any window drapes, blinds, signs or other objects which will adversely affect the consistency of the exterior appearance of the building;
  - (c) deposit household refuse and garbage on or about the common property or limited common property except in places designated by the strata council from time to time. Any materials other than ordinary household refuse and garbage shall be disposed of either by or at the expense of the owner;
  - (d) move or permit to be moved furniture or furnishings in or out of the building except in accordance with the rules and regulations passed by the strata council from time to time;
  - (e) park any recreational vehicle, boat, trailer or other property, except passenger vehicles, on the common property or limited common property without approval of the strata council. An owner, tenant, occupant or visitor of or to a strata lot shall not feed nuisance birds such as pigeons, seagulls, crows or starlings from any strata lot or common property.

- (8) An owner, tenant, occupant or visitor of or to a strata lot must not place any stereo or other speakers against, on or in any ceiling, floor or wall separating one strata lot from another.
- (9) An owner, tenant, occupant or visitor must not install, maintain or permit any television dish or antenna of any sort or kind to be located on or about any strata lot, common property or limited common property.
- (10) An owner, tenant, occupant or visitor of or to a strata lot must not park or permit any vehicle to be kept or parked on any common- property or limited common property if such vehicle leaks any oil, fuel or other substance and must not perform or permit to be performed, other than in an emergency, any motor vehicle repairs on common property and must promptly clean up any oil, fuel or other substance which leaks on to common property or limited common property.
- (11) An owner, tenant occupant or visitor of or to a strata must not carry on any business or activity which causes, tends to cause or can reasonably be expected to cause any nuisance to the other owners, tenants and occupants of the building and, without limiting the foregoing, will not:
  - (a) cause or permit any noise, vibration or odour to emanate from any strata lot to any other strata lot or the common property;
  - (b) bring any toxic or hazardous products in or on to any strata lot or common property;
  - (c) play any music audible beyond the boundaries of the strata lot, it being the stated intent of the strata corporation that the quiet enjoyment of all residents of the building be of paramount concern and importance.

(12) FLOORING CHANGES:

Strata Lot owners are permitted to install new flooring in their strata lots subject to:

Approval from Council being obtained before commencement of the work.

- 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 as a requirement of approval.
- Council required proof of purchase of the correct underlay specified below.

i) Installation of Carpet

An underlayment must be installed under the carpet and must retain the same sound absorption properties as the existing carpet and underlay with a (Sound Transfer Classification (STC) of 72 or better, as well as an Impact Insulation Classification (IIC) rating of 73 or better.

ii) Installation of Hard Floor (Including Laminate, Hardwood or Cork Floor)

An underlayment must be installed under the laminate, hardwood or cork floors and must retain the same sound absorption properties as the existing carpet and underlay with a (Sound Transfer Classification (STC) of 72 or better, as well as an Impact Insulation Classification (IIC) rating of 73 or better.



iii) Installation of Tile

An underlayment must be installed under the tile. The underlayment must be an anti fracture membrane.

**General**

The existing flooring is to be removed in a fashion which does not soil the common areas and is not to be dumped in the Strata Corporation's refuse containers. It must be removed from the site by the owner and/or contractor.

1. The work must be done in such a way as to not affect the quiet enjoyment of adjacent residents.
2. All work is done at the strata lot owner's risk and expense.
3. Any damage to the strata unit as a result of such installation, and the costs of any resulting repairs to the unit, remain the responsibility of the strata lot owner.
4. If an owner has installed hard floor surfaces they must take reasonable steps to satisfy noise complaints from neighbours including without limitation ensuring no less than 60% of such hard floor surface, excepting only kitchens, bathrooms and entry areas, are covered with area rugs.

**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.

**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.
- (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.

## **Division 2 – Powers and Duties of Strata Corporation**

### **Repair and maintenance of property by Strata Corporation**

- 8 Except to the extent such matters are the responsibility of a separate section pursuant to Bylaw 8A. 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.

#### **Separate Sections**

- 8A (a) The residential strata lots being Strata Lots 1 to 175 inclusive (the "Residential Strata Lots"), will form a separate section (the "Residential Section") within the Strata Corporation
- (b) The commercial strata lots, being Strata Lots 176 to 182 inclusive (the "Commercial Strata Lots"), will form a separate section (the "Commercial Section") within the Strata Corporation.
- (c) Commercial strata lots 176, 177, 178, 179 and 182 (together the "Heritage Building Strata Lots") are substantially different in structure and character from all other strata lots in either the Residential Section or the Commercial Section and, accordingly, shall be deemed for all purposes to constitute strata lots of a **type** different from all other strata lots in either the Residential Section or the Commercial Section.

#### **Expenses of Section**

- 8B (a) The strata lot owners' contribution to the common expenses of the Strata Corporation will be levied in accordance with this Bylaw;
- (b) Except as otherwise provided herein and except as set out in any resolution passed pursuant to Section 100 of the *Strata Property Act* S.B.C. -1998, c. 43, expenses that are not attributable exclusively to the Commercial Strata Lots or exclusively to the Residential Strata Lots will be borne by the owners of all strata lots in the proportion that the unit entitlement of each such strata lot bears to the aggregate of the unit entitlement of all strata lots;
- (c) Except as otherwise provided herein, expenses attributable exclusively to or reasonably allocable to the Commercial Strata Lots including, but not so as to restrict the generality of the foregoing, the cost of utilities such as hot water, electricity, heating and the cost of insurance, and the cost of any necessary maintenance, repair and replacements to common areas used primarily by the occupiers of the Commercial Strata Lots, areas designated as limited common property for the Commercial Strata Lots (but excluding pipes, wires, cables, chutes and ducts within such limited common property areas which are used by or for the benefit of all strata lots), will be borne by the owners of the Commercial Strata Lots and will be allocated amongst them in accordance with their respective consumption or use of the utilities or services to which the costs or expenses relate and without limiting the foregoing, within the Commercial Section expenses reasonably allocable to the Heritage Building Strata Lots alone will be borne by the Heritage Building Strata Lots, to the exclusion of Strata Lots 180 and 181 and expenses reasonably allocable to Strata Lots 180 and 181 will be borne by those Strata Lots to the exclusion of the Heritage Building Strata Lots;
- (d) Except as otherwise provided herein, expenses attributable exclusively to or reasonably allocable to the Residential Strata Lots including, but not limited to, the costs of utilities such as hot water, electricity, heating and the cost of insurance and the cost of any necessary

maintenance, repair and replacements to the common areas used primarily by the occupiers of the residential strata lots including the main building elevator, areas designated as limited common property for the Residential Strata Lots (but excluding pipes, wires, cables, chutes and ducts within such limited common property areas which are used by or for the benefit of all strata lots), all costs of operation, repair, maintenance and replacement of the elevators, including, without limitation, electrical consumption, maintenance, repair and supervision of these areas and of repair, maintenance, purchase or replacement of equipment and furnishings in these areas will be borne by the owners of the Residential Strata Lots in the proportion that the unit entitlement of each such strata lot bears to the aggregate of the unit entitlement of all Residential Strata Lots;

- (e) If the cost of insurance for the Strata Corporation is increased by reason of the business or activities of the owner or occupier of any particular strata lot, the amount of the increase in cost so attributable to such strata lot will be borne solely by the owners of that strata lot and will be excluded from the amount chargeable to all other owners;
- (f) To the greatest extent permissible by law all expenses and levies will be allocated according to the type of strata lots to which the expenses or levies relate, it being the intention of these bylaws to recognize the substantial differences between the two types of strata lots comprising the Strata Corporation and to make those strata lots of one type as fiscally and practically autonomous as possible from those strata lots of the other type.

#### **Powers and Duties of Sections**

- 8C
- (a) The Strata Corporation retains its powers and duties in matters of common interest to all the owners and the provisions of Sections 31 and 32 herein shall apply to all strata lots.
  - (b) Each separate section of the Strata Corporation will:
    - (i) control, manage and administer the strata lots within the separate section, the limited common property appurtenant to the separate section or to strata lots within the separate section and other assets of the separate section of the Strata Corporation for the benefit of all members of the separate section;
    - (ii) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators, and other apparatus and equipment used in connection with the limited common property appurtenant to the separate section and other assets of the separate section;
    - (iii) maintain all areas of limited common property appurtenant to the separate section or to strata lots within the separate section, both internal and external, including lawns, common gardens, common parking and storage areas, public halls and lobbies;
    - (iv) maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, chutes and ducts for the time being existing in the strata lots within the separate section or the common property appurtenant to the separate section or to strata lots within the

- separate section and used exclusively for that section;
        - (v) collect and receive all contributions towards the expenses common to the separate section paid by the owner and deposit the same with a savings institution; and
        - (vi) pay all sums of money properly required to be paid on account of all services, or supplies and assessments pertaining to, or for the benefit of, the separate section.
- (c) A separate section of the Strata Corporation may:
  - (i) purchase, hire or otherwise acquire personal property for use by the owners in the separate section in connection with their enjoyment of the limited common property appurtenant to the separate section or to strata lots within the separate section or other assets of the separate section;
  - (ii) make such rules and regulations as it may consider necessary or desirable from time to time in relation to the use, enjoyment safety and cleanliness of the limited common property appurtenant to the separate section or to strata lots within the separate section, or other assets of the separate section provided however that no such rule or regulation may be made which is inconsistent with or seeks to reduce or negate any right afforded any tenant of premises contained in any bona fide arms length commercial lease existing prior to the introduction of any such rule or regulation but provided further that the Commercial Section shall have sole control of all matters relating to any security gates affecting access to strata lots within the Commercial Section and limited common property appurtenant to the Commercial Section or to the strata lots within the Commercial Section including, but not limited to determining, in the sole and unfettered discretion of the Commercial Section, the hours of operation, opening and closing of said security gates;
  - (iii) do all things necessary for the enforcement of the rules and regulations of the separate section, and for the control, management and administration of the limited common property appurtenant to the separate section or to strata lots within the separate section, or other assets of the separate section, generally, including removing privileges in use of certain facilities or fixing and collecting fines for contravention of the rules or regulations;
  - (iv) make an agreement with any occupier or tenant of a portion of the strata lot within the separate section for the provision of amenities or services by it to that portion of the strata lot; and
  - (v) grant to an occupier or tenant of all or a portion of a strata lot within the separate section the right to exclusive use and enjoyment of limited common property appurtenant to the separate section or special privileges in respect thereof including the right to grant sub rights of exclusive use and enjoyment, such a grant to be determinable on reasonable notice, unless the separate section by unanimous resolution otherwise resolves.
- (d) Any resolutions passed by the Strata Corporation or the executive of a separate section will clearly state the particular strata lot or common property or limited common property to which such resolution applies and resolutions made by the executive of a separate section will apply only to the strata lots within, and limited common property appurtenant to, that

separate section or to strata lots within that separate section.

### **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.
  - (3) At least one member of the council will be elected from and among the owners of strata lots in each separate section and of each separate type.
  - (4) The powers and duties of a separate section will, subject to any restriction imposed or any direction given:11 at a general meeting of the separate section, be exercised and performed by the executive of the separate section and the members of the separate section may pursuant to these Bylaws elect an executive, call and hold meetings and pass resolutions in the same manner as the Strata Corporation.
  - (5) Each section must elect an executive for that section and the section executive has the same powers and duties with respect to the section as the Strata Corporation's council has with respect to the Strata Corporation.
  - (6) The executive of the Commercial Section will be elected by and from and amongst the owners within that separate section, will include at least one (1) owner of each of the two types of strata lots and will consist of not less than two (2) or more than seven (7) members, will have a chair and a vice-chair and will conduct the affairs in the same manner as the strata Council is required to conduct its affairs pursuant to these Bylaws. The executive of the Residential Section will be elected by and from and amongst the owners within that separate section, will consist of not more than seven (7) or less than three (3) members, will have a chair and a vice-chair and will conduct the affairs in the same manner as the strata council is required to conduct its affairs pursuant to these Bylaws.

#### **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.
- 19A The executive of each separate section will keep, in one location, or in the possession of one person and will make available on request to an owner within the separate section or a person authorized by him:
  - (a) a copy of any special or unanimous resolutions passed by the separate section;
  - (b) copies of all the legal agreements to which the separate section is a party, including management contracts, deeds, agreements for sale, leases, licenses, easements or rights-of-way;
  - (c) minutes of all general meetings of the separate section; and
  - (d) minutes of all meetings of the executive of the separate section.

#### **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 (1) The strata corporation may fine an owner or tenant for each contravention of a bylaw to a maximum of \$200 per occurrence.
- (2) The strata corporation may fine an owner or tenant for each contravention of a rule to a maximum of \$50 per occurrence.

##### **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.

24A Any infraction or violation of any rules and regulations established by a separate section pursuant to these Bylaws on the part of an owner, his/her/its employees, agents, invitees or tenants may be corrected, remedied or cured by the separate section, and any costs or expenses expended or incurred by the separate section in correcting, remedying or curing such infraction or violation, will be charged to that owner or the occupier or tenant of a portion of that owner's strata lot by the separate section and will become due and payable forthwith on demand for payment being made by the separate section

#### **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** During the time that the Owner Developer of the Strata Corporation is the first owner of any units, it shall have the right to maintain any unit or units whether owned or leased by it as a display unit and carry on all sales functions it considers necessary in order to enable it to sell the units or to sell other strata units developed by the Developer or a company or companies affiliated with the Developer.

### **Exterior Appearance**

- 31** (1) No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or limited common property or a Strata Lot without prior written approval by the executive of the section charged with administering the particular common property, limited common property or strata lot save and except for advertising for the resale or rental of a Strata Lot permitted pursuant to Section 32(13).
- (2) No awning, shade screen, smoke stack, satellite dish, radio or television antenna shall be hung from or attached to the exterior of a Strata Lot without prior written consent of the executive of the section charged with administering the particular Strata Lot.
- (3) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, decks, patios, or other parts of a Strata Lot so that they are visible from the outside of the buildings. Visible deck or patio storage is prohibited.
- (4) Drapes or blinds visible from the outside of the building shall be a neutral

white or light almond in colour unless otherwise approved by the executive of the section charged with administering the particular strata lot.

- (5) In order to ensure the ongoing quality appearance of the development and the strata building for the benefit of all Owners, furniture used or displayed on a terrace, patio, deck or roof deck of a strata lot or on areas designated as limited common property for a strata lot shall compliment the exterior colour of the strata building. Plant pots and planters displayed in these areas are also to be complimentary to the exterior colour of the strata building. Plant pots are to be of an appropriate size and number and weight for the size of the terrace, patio, deck or roof deck. These areas are to be maintained by the owner and kept in a clean and tidy condition at all times. Acceptance of quality and appearance of outdoor furniture, plants, plants and pots is to be determined by the executive of the section charged with administering the particular terrace, patio, deck or roof deck.

#### **Additional Provisions**

- 32
- (1) Any maintenance or alteration to a Strata Lot :fire sprinkler or fire alarm system shall be carried out by the company retained by the strata corporation to maintain the building fire sprinkler and fire alarm system.
  - (2) The owners of pets shall be fully responsible for their behavior within the common property. If a pet is deemed to be a nuisance by the strata council, it shall be removed from the strata corporation within thirty (30) days. Strata Lot owners are responsible for advising their visitors of the rules concerning pets and will be responsible for any clean-up or damage repair caused by their guests' pets. No owner or resident shall feed pigeons, seagulls, crows, starlings and other large birds from any Strata Lot or the common property.
  - (3) No item shall be- brought onto or stored in a Strata Lot or the common property which will in any way 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.
  - (4) Mops or dusters of any kind shall not be shaken, and nothing shall be thrown out of any window, door, passage or other parts of the Strata Lot or the common property. No material substances, especially burning material such as cigarettes or matches shall be permitted to be dropped from any window, balcony, door, patio or other part of a Strata Lot or the common property.
  - (5) No enclosures of limited common property or other structural alterations either to the interior of any Residential Strata Lot or common property appurtenant thereto or changes in flooring materials shall be made, nor any other services altered or supplemented within any walls of any Residential Strata Lot or common property appurtenant thereto without previous written approval by the strata corporation.

- (6) All grass, trees, paving and landscaping situate on common property will be maintained by the Strata Corporation but grass, trees, paving and landscaping situate on limited common property appurtenant to a separate section or to the strata lots within a separate section will be maintained by that separate section. Owners shall not impede access by maintenance personnel to their limited common property.
- (7) Owners are responsible for watering the landscaping within their limited common property and/or adjacent common areas (other than those areas covered by a common landscape irrigation system) in accordance with a schedule issued by the strata council. The costs for rectifying any damage to landscaping caused by a failure to water will be charged to the owner. Owners should make arrangements for watering during any prolonged absence.
- (8) Parking stalls shall only be used for vehicles less than 4,000 kg G.V.W. owned or leased by persons who are residents of the building or visitors of such residents. A resident shall use only the parking space(s) assigned to his Strata Lot, save and except for private arrangements with other owners for the use of parking spaces assigned to such other owners.
- (9) The user of each parking space will be responsible for the cleaning of any excessive oil spills in the parking space. Continuous oil spills will result in prohibition from parking on common property until the vehicle is repaired.
- (10) Parking is only permitted in a designated parking space. Any vehicle which does not comply with this paragraph may be removed at the owner's expense.
- (11) Incoming vehicles have the right-of-way at the garage doors. Use of car horns upon entering, leaving or within the parking garage is prohibited. Vehicle lights must be used at all times in the parking garage when the vehicle is in motion.
- (12) An owner or resident shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on lawns or grounds so as to damage them or prevent growth.
- (13) No advertising for the resale or rental of a Residential Strata Lot shall be permitted within the boundaries of the Strata Corporation other than specified herein without the prior consent of the strata council. The strata council shall provide for a central resale directory board adjacent to the entry where Strata Lot owners may advertise their Strata Lot for sale and the strata council shall ensure that individual resale signage is restricted to notification in such directory.
- (14) Owners shall refrain from causing unnecessary noise offensive to other Strata Lots from any source including without limitation hard heeled

footsteps, noise from kitchen sources, washing and drying machines, stereos and parties. Owners with hardwood floors shall substantially cover the traveled areas of their hardwood floor surfaces with area rugs in order to reduce noise to adjacent Strata Lots.

- (15) 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 Lot and capable of being used in connection with the enjoyment of any other Strata Lot or the common property, the strata corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall 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.
- (16) Any owner of a Strata Lot who leases his lot without submitting a Form K in accordance with the *Strata Property Act* shall be liable to a fine of \$200.00 for every month or part thereof that a tenant is in occupancy of the lot and the Form K is not submitted.
- (17) A fine of \$50.00 may be levied against any owner whose payments for maintenance charges, fines, special assessments or any other charges levied against the owner for a particular month have not been received by the strata corporation by the 5th day of that month. A fine of \$50.00 may be levied against an owner for each infraction or violation of any other by-law or rule and regulation of the strata corporation pursuant to section 23 and reassessed each month for as long as the infraction or violation may continue; however, fines may be increased by ordinary resolution of the strata corporation.

#### **Small Claims**

- 33 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.

#### **Charge of Insurance Costs**

- 34 An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement necessary to the common property or to any strata lot, including fire sprinkler heads, by the owner's act, omission, negligence or carelessness or by that of any member of the owner's family, guest, relation, agent or tenant, but only to the extent that such expense is not met by the strata corporation's insurance coverage. The deductible paid or payable by the strata corporation shall be considered an expense not covered by the strata corporation's insurance coverage. Such amount as is due and owing to the strata corporation from an owner pursuant to this bylaw will be charged to the owner as soon as



possible and, in particular, where appropriate, in the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the owner's assessment for that month.

### **Security Cameras and Video Surveillance**

- 35
- (1) The strata corporation shall install or maintain and operate a video surveillance system on the Common areas of the strata corporation, such system including but not limited to video cameras in common areas of Opsal which transmit and record images of activities on the Opsal property.
  - (2) The strata corporation shall collect information through the use of the strata corporation's video surveillance system, including but not limited to personal information of persons who pass over the Common property. Such personal information may include but is not limited to video and still photographic images.
  - (3) The strata corporation shall collect information through the use of the Opsal computerized access fob system, including but not limited to personal information of owners and occupants. Such personal information included but is not limited to the name of the individual to whom the fob is issued and dates and times of access by the associated fob to those parts of the building accessed via fob.
  - (4) The strata corporation shall use the personal information collected by the video surveillance system and access fob system for the purposes set out in the strata corporation's Privacy Policy, as may be amended or replaced, from time to time.

### **Privacy Policy**

#### **1. Introduction**

The management and operation of the Strata Corporation requires the collection of certain personal information. The Strata Corporation recognizes that the right to privacy is an important issue and is committed to protecting the personal information of its owners, tenants, occupants and guests. British Columbia's *Personal Information Protection Act* ("PIPA") sets out ground rules for how British Columbia organizations, including strata corporations, may collect, use disclose personal information. The Privacy Policy, in compliance with PIPA, outlines the principles and practices we will follow in using and protecting the personal information of owners, tenants, occupants and guests. "Personal Information" means information about an identifiable individual.

#### **2. Scope**

The Strata Corporation's policy applies to the Strata Corporation and its strata manager when acting on the Strata Corporation's behalf.

#### **3. Purposes of Collection, Use and Disclosure of Personal Information**

The Strata Corporation collects, uses or discloses personal information for the following purposes:

- (a) to ensure the orderly management of the Strata Corporation;
- (b) to identify and communicate with owners, tenants and occupants;
- (c) to process payments;
- (d) to respond to emergencies;
- (e) to comply with legal and regulatory requirements;
- (f) to prevent unauthorized access to the common property of Strata Corporation and

- strata lots;
- (g) to protect the personal safety of residents and the security of property ((f) and (g) collectedly, the "Security Purposes"); and
- (h) the enforcement of Strata Corporation bylaws that are directly related to the Security Purposes.

#### **4. Personal Information Collected**

Typical personal information that the Strata Corporation collects or may collect include:

- (a) Names, address, telephone numbers and e-mail addresses of owners, occupants and tenants of strata lots;
- (b) Banking/payment information;
- (c) Emergency contact names, addresses and telephone numbers;
- (d) Vehicle descriptions and license plate numbers;
- (e) Pet information;
- (f) Owner/tenant insurance particulars;
- (g) Debts owed to the Strata Corporation by an owner/tenant/occupant;
- (h) Information regarding mortgagees who have requested notifications;
- (i) Data collected from access fob usage; and
- (j) Information collected by 24 hour video surveillance at building entrances, in elevators, in the parkade, and in other common areas including amenity areas, garbage areas and loading docks.

Notices will be posted on the common property of the Strata Corporation advising occupants and visitors that the premises are monitored by video surveillance. This Privacy Policy, which is available to owners, occupants and tenants, provides notice that movements may be monitored by the key fob system.

#### **5. Collection, Use and Disclosure of Personal Information**

The Strata Corporation will only collect and use personal information that is necessary to fulfill the purposes set out in this Policy, its obligations under the *Strata Property Act*, and in accordance with PIPA. The Strata Corporation will not collect, use or disclose personal information for other purposes other than those set out in this Policy except with the consent of the individual, or as required or allowed by law.

Without limiting the generality of the previous sentence, and in keeping with the Security Purposes, footage from the video surveillance cameras in areas prone to frequent problems related to the Security Purposes will be reviewed on a regular basis by concierge, the strata management company's staff and/or the strata council in respect of enforcement of bylaws as set out in section 3(h).

If the Strata Corporation retains another organization, such as a strata management company, to do work for it that involves personal information, the Strata Corporation will ensure that there is an agreement in place that commits the organization providing services to adhere to this Policy.

#### **6. Consent**

The Strata Corporation will obtain individuals' consent to collect, use or disclose their personal information, except where the Strata Corporation is legally authorized or required by law to do so without consent. Most of the personal information that the Strata Corporation collects will be pursuant to exemptions in PIPA, and therefore without the express consent of owners, tenants and occupants.

As permitted under PIPA, the Strata Corporation will collect, use and disclose of personal information without consent where the collection, use or disclosure is required by law, including the bylaws of the Strata Corporation, and, without limitation, section 35 and 36 of the *Strata Property Act*. The Strata Corporation may also disclose information without consent where necessary to collect a debt or payment owed, or for an investigation or legal proceeding where obtaining consent might reasonably interfere with the investigation or proceeding.

In instances where express consent is required, individuals may withdraw that express consent to the collection, use or disclosure of their personal information by giving the Strata Corporation reasonable notice, but not where doing so would frustrate performance of a legal obligation of the Strata Corporation. I.E, consent cannot be withdrawn with respect to information which by law or contract the Strata Corporation is permitted or required to disclose. When individuals advise the Strata Corporation that they are withdrawing consent, PIPA required the Strata Corporation to tell them of the likely consequences of such withdrawal.

#### **7. Security of Personal Information**

The Strata Corporation has implemented measures to protect against risks such as unauthorized access, collection, use, disclosure, copying, modification or disposal of the personal information of owners, tenants and occupants, including:

- (a) banking information is stored only by the Strata Corporation's management company and accessible only by authorized management company employees;
- (b) contact and emergency information regarding owners, tenants and occupants, video surveillance and fob data is stored in computer with password protected, in locked cabinet and accessible only by the concierge, strata council members and authorized management company employees. The information on the concierge computer/office is locked and password protected and not visible to or accessible by personas attending at the concierge desk. The camera feeds can be seen by individuals coming from the mail room.
- (c) except in the case of surveillance video recordings or access control records that relate to an incident, such recordings and records are retained for a period of six (6) weeks.
- (d) use of reasonably secure methods, such as shredding and deleting electronically stored information whenever documents or storage devices containing personal information are destroyed.

#### **9. Accuracy of Personal Information**

The Strata Corporation endeavors to keep personal information as accurate, complete and up-to-date as is necessary for the purposes for which it is to be used.

Individuals may request correction to their personal information that is under the control of the Strata Corporation in order to ensure its accuracy and completeness. A request to correct personal information must be made in writing. If the Strata Corporation is satisfied that the individual's request for correction is reasonable, the personal information will be corrected as soon as possible. If personal information is corrected following a request under this section, the Strata Corporation will send the corrected information to any organization to which the personal information was disclosed in the previous year. If the correction is not made, the Strata Corporation will note the individual's correction request on copies of the personal information in its possession.

#### **10. Access to Personal Information**

Subject to limited exceptions, individuals have the right to access their personal information that is under the Strata Corporation's custody or control and are also entitled to know the ways in which, and to whom, that information is or has been used or disclosed.

Requests for access must be in writing to the Strata Corporation's strata property manager, and provide sufficient detail to identify the personal information being sought. Individuals may be required to prove their identity to the satisfaction of the strata property manager before they are able to access their personal information.

Where permitted by PIPA, and not prevented by the Strata Property Act, the Strata Corporation and/or the strata property manager is entitled to charge a minimal fee for the provision of access to the personal information.

#### **Damage to Common Property**

**36** An owner, tenant or occupant shall not affix any decoration or similar style object to any portion of the strata lot in a manner so as to damage the building's envelope or invalidate any portion of the insurance of the common and limited common property.

#### **Resident Parking**

- 37**
- (1) An Owner, Tenant or Occupant must only use the parking space(s), which is/are specifically assigned to the strata in which he/she resides and no other person shall use such parking space without the Owner's permission.
  - (2) Owners may make private arrangements with another owner of a strata lot within the Strata Corporation for use of a parking stall(s). Arrangements may not be made with non-residents of Opsal.
  - (3) A Resident must not park a vehicle in any manner which obstructs the passageway or another parking stall.
  - (4) No repairs to motor vehicles may be made in the parking garage except in an emergency.
  - (5) Items other than licensed and operable motor vehicles must not be stored in a parking stall with the exception of bicycles.
  - (6) The allotted parking stall must be kept clean and tidy by the Owner(s), Tenant(s) or Occupant(s) to whom it is assigned.
  - (7) Motor vehicles dripping oil, gasoline or any other fluid may, at the discretion of the Strata Council be prohibited from entering upon common property including the parking garage until repaired. Owners of motor vehicles causing floor stains or leaving fluids shall, upon notice of the Strata Corporation, clean up all dripping including stains or, failing to do so within seven (7) days, the Strata Corporation may do so and the costs of such cleaning shall be assessed as a charge against the strata lot to whom the parking space is assigned. Only an authentic oil absorbing mat is to absorb the occasional oil

seepage. Cardboard or paper products are not permitted beneath a vehicle as these are deemed fire and safety hazards.

- (8) Unlicensed vehicles must be covered by storage insurance for third party liability, and a copy of the said insurance must be displayed on the dash of the vehicle.
- (9) Recreational vehicles, propane powered vehicles, trailers and boats shall not be parked on common or limited common property.
- (10) Speed in excess of 10 km/h in the parking areas is prohibited.
- (11) Vehicles entering or leaving the garage must operate headlights while in the underground parking area.
- (12) Any vehicle found to be in violation of any provision of this rule may, at the discretion of the Strata Council, be towed at the expense of the Owner of the vehicle.
- (13) Individual homeowners', granted the exclusive use of one or more parking stalls, may at their discretion remove unauthorized vehicles from the stalls assigned to their strata lot at the expense of the Owner of the vehicle.

#### **Visitor Parking**

- 38**
- (1) Visitors parking stalls are available for the exclusive use of guests of Opsal Residents. Residents are not to use visitors parking at any time.
  - (2) Guests using visitors parking for a period exceeding seventy-two (72) consecutive hours and/or seven (7) days in any calendar month must apply to the Strata Council for an extended parking permit. Requests may be made through the "Extended Visitor Parking Request" found on the Opsal Community webpage under the "Management Office" tab.
  - (3) Vehicles must not be parked in any manner which obstructs the passageway or another parking stall.
  - (4) Any vehicle found to be in violation of any of the provision of this rule may, at the discretion of the Strata Council, be towed at the expense of the Owner of the vehicle.

#### **Moves**

- 39**
- (1) A Resident must provide notice to the Strata Council/Manager in writing of moving arrangements at least five (5) calendar days before the moving date. Moving reservations may be booked in the method provided by the Council in the Rules & Regulations, which may change from time to time.
  - (2) All moves must take place between the hours of 9:00 a.m. and 9:00 p.m. Monday – Friday. Moves booked for Saturday and Sunday must be approved by the caretaker.
  - (3) A Resident using the elevator during a move must ensure that the Elevator Service Key is used to control the elevator; the doors must not be jammed open in any manner.

- (4) A Resident must ensure that the lobby doors are not left open, ajar, or unattended and that furniture is not left piled in any lobby area.
- (5) A Resident must ensure that all common areas are left clean and damage free after a move. Any damage to corridors, elevators and other common property will be assessed to the strata lot responsible.
- (6) A damage deposit of \$300.00 is required. The deposit is refundable if there are no damages to the property during the move.
- (7) A non-refundable change of occupancy fee of \$150.00 is due. This fee is due and payable the earlier of the date of the move-in or the first of the month after the reservation is confirmed.

#### **Holiday Decorations**

- 40**
- (1) Live Christmas Trees are not permitted.
  - (2) Holiday décor including but not limited to Christmas lights is permitted from November 15<sup>th</sup> to January 15<sup>th</sup> annually.
  - (3) Authorization by Strata Council shall be granted for other holidays at their discretion.

#### **Storage Lockers**

- 41**
- (1) An Owner, Tenant or Occupant must only use the storage locker(s), which is/are specifically assigned to the strata in which he/she resides and no other person shall use such storage locker without the Owner's permission.
  - (2) Owners may make private arrangements with another owner of a strata lot within the Strata Corporation for use of a storage locker. Arrangements may not be made with non-residents of Opsal.
  - (3) Residents are reminded that storage lockers may not be used to store items which may be deemed a fire hazard. Common examples are propane tanks, gasoline, jerry cans or other flammable/combustible substances.
  - (4) Residents are reminded that as per the Fire Code, items may not be stored above storage lockers or in the aisles. Any items stored in these areas will be removed and disposed of without notice. The costs associated with removal will be assessed against the strata lot assigned the exclusive use of the storage locker.
  - (5) Any Owner, Tenant occupant who stores any item on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the Strata Corporation by anyone that is an insured under that policy.

### **Patio Storage/BBQ Use**

- 42
- (1) Owners, tenants and/or occupants shall not place any indoor-outdoor carpeting on any deck, patio or balcony.
  - (2) Owners, tenants and/or occupants shall not place or store any item on the deck, patio or balcony except free-standing, self-contained small planter boxes, barbecues (propane, electric or natural gas only) and summer patio furniture.
  - (3) Storage of propane tanks is limited to one (1) 20-lb. or smaller tank for personal use.
  - (4) Residents are not to install any hanging plants, baskets or other hanging items without the written permission of Council.
  - (5) All waste shall be sorted in accordance with the posted signage in the garbage room.

### **Waste Disposal**

- 43
- (1) All Residents will share the responsibility of keeping the complex clean and tidy at all times. All rubbish is to be disposed of in a hygienic manner, tied or bagged and placed directly into the garbage bins on P1. Trash is not to be left in hallways, corridors, stairways, elevators, lobbies, parkades and other common property.
  - (2) Residents must dispose of any used furniture, appliances and other oversized and/or non-household waste items off the Opsal property at their own expense. The costs associated with disposal of any oversized items left on the common property will be assessed to the strata lot responsible.
  - (3) Cardboard is to be flattened and placed in the appropriate green bin.

### **Smoking**

- 44
- (1) Smoking is prohibited:
    - a) in a strata lot;
    - b) on the interior common property, including but not limited to in hallways, elevators, parking garages, electrical and mechanical rooms, stairs, storage locker areas;
    - c) on patios and balconies;
    - d) within 6 Meters near any door, window or air intake per the City of Vancouver bylaw; and
    - e) any land that is a common asset.
  - (2) All persons, including but not limited to owners, tenants, occupants and visitors must comply with this bylaw.
  - (3) Council must make reasonable accommodation, pursuant to section 8 of the Human Rights Code and the whole of the Code for a resident who has proven by medical evidence that he or she is physically and/or mentally disabled and is unable to control his or her addiction. Whether the resident has proven the disability will be determined in the sole reasonable discretion of the Council. What accommodation will be made will

be based on all of the circumstances and the accommodation may include but is not limited to:

- a) allowing smoking in one or more designated areas of the common property; and/or
- (4) Reasonable accommodation granted pursuant to subsection 3 may be for a fixed period of time at which time the resident is free to re-apply to Council for further reasonable accommodation be made.
- (5) In addition to accommodation made under subsection 3, reasonable accommodation will be made by the Council if a resident proves that to not allow smoking would result in other discrimination prohibited by the Human Rights Code. Council, in its sole reasonable discretion, will determine whether or not the resident has proven that to not allow smoking would be discriminatory pursuant to the Human Rights Code. The Council will make reasonable accommodation in the case where a resident intends to use tobacco in relation to a traditional aboriginal cultural activity, or smoking is intended to be done by a prescribed group for a prescribed purpose. In making the accommodation the Council will only do so in writing and may prescribe in writing when the permission is granted for, the duration of the permission and where smoking will be allowed.

#### **Short-Term Accommodation or Occupancy**

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- (1) No owner, tenant, sub-tenant or occupant shall lease, offer for lease, permit, license, advertise or use a strata lot for the purposes of temporary residence or occupancy of less than thirty (30) consecutive calendar days.
  - (2) No owner, tenant, sub-tenant or occupant shall engage in the business activity of or engage in the use of a strata lot as a motel, hotel, vacation rental, bed and breakfast, home sharing or for provision of transient accommodation for any period less than thirty (30) consecutive calendar days.
  - (3) The move-in charge of \$150 shall be payable by the owner of the strata lot for every new occupancy, whether by lease, sub-lease, permit or license and regardless of the duration of the occupancy.
  - (4) Paragraphs (1), (2) and (3) shall not apply to a short term accommodation or occupancy referred to in paragraph (1) where the owner, tenant or sub-tenant continues to reside in the unit on a full-time basis for each day of the duration of the short term accommodation or occupancy.