



**STRATA PLAN EPS 800
JAMES**

BYLAWS

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Amendments:

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Strata Plan EPS 800**

SCHEDULE OF STANDARD BYLAWS

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

1. Payment of strata fees

- 1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 1.2 Where an owner fails to pay strata fees in accordance with subsection (1.1) outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually.
- 1.3 Any owner owing monies for strata fees not received by the first (1st) of the month in question will be deemed to be in arrears. A \$50.00 penalty will be imposed for each month that an owner's strata fees are in arrears.
- 1.4 An owner must provide the strata corporation or its agent with twelve (12) consecutive, monthly post-dated cheques for strata fees for the fiscal year of the strata corporation, dated as of the first day of each month, or if applicable, written authorization for monthly automatic debit from the owner's bank account.
- 1.5 Failure by an owner to submit twelve (12) monthly, post-dated strata fee cheques or written authorization for automatic debit in accordance with subsection (1.4) is in contravention of the bylaws and the strata corporation will levy an additional fine of \$50.00 for each contravention. Each dishonored cheque or dishonored automatic debit will be subject to a \$50.00 administration charge.
- 1.6 Any fines assessed pursuant to these bylaws will be added to the strata fees of the owner following the date of the notice of infraction.
- 1.7 Penalty fines referred to in (1.2) and (1.3) above will apply to outstanding and overdue special levies and assessments.
- 1.8 When arrears exceed 90 days, a lien may be registered in accordance with Section 112 of the Act on the strata lot involved at the Owner's sole expense, for the total monies due including all strata fees outstanding, penalties assessed, all legal and other expenses.
- 1.9 The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover from an owner, by an action in debt in Small Claims Court, money owing to the strata corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of 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.

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

2. 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.
- 2.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

3. Use of property

- 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. violates any applicable civic bylaw.
- 3.2 An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot that the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act. An owner is responsible for any damage caused by occupants, tenants, or visitors to the owner's strata lot.
- 3.3 An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair, or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants, or members of the owner's family, but only by the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of bylaws 3.1 and 3.2, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.

- 3.4 An owner, tenant or occupant shall not use or permit the use of his strata lot for a professional, commercial or business purpose that:
- a. may or will increase the amount of foot traffic or motor vehicle traffic in the common property or the strata lot;
 - b. in any way increases or may increase the liability risk of the strata corporation;
 - c. involves customers, clients, employees, contractors, other workers or any individuals attending the strata lot other than those individuals ordinarily resident in the strata lot; or
 - d. involves individuals using a strata lot as a place of temporary lodging; or
 - e. contravenes the zoning Bylaw of the City of Vancouver.
- 3.5 Owners, tenants, and occupants shall use their respective strata lot, the common property, the common facilities or other assets of the strata corporation in a manner which will not unreasonably directly or indirectly interfere with the use or enjoyment by any other resident of his strata lot, the common property or common facilities.
- 3.6 An owner, tenant or occupant may keep plants on his strata lot and in areas of limited common property designated for his exclusive use provided that such plants will have no adverse effect on other occupants of the strata plan or on the common property or the common facilities and council may from time to time regulate.
- 3.7 All owners, tenants and occupants have a right to quiet and peace in their residence at all times. Undue and excessive noise by any owner, tenant, occupant, visitor, employee, pet or other invitee of a strata lot including but not limited to that from appliances, machinery, sound/music systems, televisions, instruments, wind chimes, computer, games and voices, and loud chiming clocks, is not permitted.
- 3.8 The owner of a strata lot shall be specifically responsible for the activities of co-owners, tenants, occupants, visitors, employees, pets or other invitees of his strata lot. A quiet period shall be in force in the entire complex from 11:00pm until 8:00am every day, at which time owners and everyone else on the premises are expected to take special care and attention to not make noise.
- 3.9 No signs, billboards, notices, placards, flags, or other advertising matter shall be placed on any part of the strata lot or on the common property. Signs allowable under federal, provincial, or municipal election regulations shall be permitted.
- 3.10 No laundry, washing, clothing, bedding, or other articles shall be hung or displayed from windows, balconies, or other parts of the strata lot or the common property so that they are visible from outside of the building.
- 3.11 No owner, tenant or occupant shall install window coverings, which are visible from the exterior of the strata lot, which will detract from the conformity of the building. Owners may install interior window coverings that match the original window coverings specifications. Window coverings must be the same color, same size, vertical, etc. Any drapes visible from the exterior of the building must be lined with the color of the original blinds.

- 3.12 Outdoor holiday lights are permitted only from December 1st to January 15th inclusive or other festive occasions with prior notice to strata council.
- 3.13 Owners, tenants and occupants must maintain a consistent high standard of cleanliness, appearance and repair in and surrounding his strata lot.
- 3.14 No personal items such as doormats, toys, bicycles, walkers, etc. shall be left or stored on the common property.
- 3.15 Owners, tenants and occupants shall not allow their strata lots to become a health/safety hazard. If the council deems a strata lot to be a health/safety hazard, the council will, at its discretion, have the strata lot brought up to standard, at the owner's sole expense.
- 3.16 No owner, tenant, occupant or visitor shall do anything or cause anything to be done on the common property likely to damage plants, bushes, flowers, lights and/or fountains. No chairs, tables or other objects shall be placed on the lawns that are likely to damage the lawns or prevent their reasonable growth.
- 3.17 Owners, tenants and occupants are responsible for any damage to the common property that they do and the owner of the applicable strata lot will be liable for all costs connected with cleaning and repairs.
- 3.18 No children are allowed to play in the hallways, elevators, lobby or any other common area of the strata plan except in designated recreation areas.
- 3.19 All notices must be posted on the bulletin boards with the consent from the strata council or our agents.
- 3.20 BBQs and patio furniture are allowed on balconies and patios. Balconies and patios shall not be used to store items, including but not limited to bicycles and/or appliances.
- 3.21 Balcony cleaning must be done with a damp mop. Excessive use of water to clean balconies will result in fines being assessed against the strata lot.
- 3.22 Neither children nor pets may be left unattended on a balcony.
- 3.23 Except with the prior written permission of council, the use or storage of propane, natural gas or electric heaters on any balcony is not permitted with the exception of the townhouses, Garden residences and rooftop patios. This is due to the small size of the balconies. All permitted heaters must have at least a 3 feet radius away from the surrounding building walls, ceilings and balcony railings.
- 3.24 The maximum number of residents permitted to reside in a strata lot is limited as follows:
 - a. in a one-bedroom strata lot: two (2) adults + one young child;
 - b. in a one-bedroom plus den strata lot: three (3) adults or two (2) adults with (2) small children;
 - c. in a two-bedroom strata lot: four (4) adults;

- d. in a two-bedroom plus den strata lot: five (5) adults or four (4) adults and two (2) small children;
 - e. in a three-bedroom strata lot: six (6) adults.
- 3.25 A person is defined as a resident if they live in the strata lot for over thirty (30) days.
- 3.26 An owner, tenant or occupant must not use a strata lot for:
- a. commercial purposes such as a hotel, lodging house, vacation rental, time share or bed and breakfast;
 - b. short term lodging of an employee of the owner, tenant, or occupant, unless the employee is a live-in nanny, housekeeper, or caregiver. For the purposes of this bylaw (3.30)(b), "short term lodging" means a stay of 30 consecutive days or less in the strata lot.

4. Inform Strata Corporation

- 4.1 Within two (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.
- 4.2 On request by the strata corporation, a tenant must inform the strata corporation of his or her name.
- 4.3 An owner must provide a Form "K" to the strata corporation prior to a tenant's occupancy. Failure to do so will result in an owner being fined \$100.00 per month until the Form "K" is submitted.

5. Obtain approval before altering a strata lot

- 5.1 An owner must obtain the written approval of the council before making an alteration to a strata lot that involves any of the following:
- a. the structure of a building;
 - b. the exterior of a building;
 - c. chimneys, stairs, balconies or other things attached to the exterior of a building;
 - d. doors, windows or skylights on the exterior of a building, or that front on the common property;
 - e. fences, railings or similar structures that enclose a patio, balcony or yard;
 - f. common property located within the boundaries of a strata lot;
 - g. those parts of the strata lot which the strata corporation must insure under section 149 of the Act;
 - h. antenna, satellite dishes or similar structures or appurtenances hung from, placed on, erected or attached to the exterior of a strata lot;

- i. shades, awnings, window or balcony guards, screens or enclosures, ventilators, air conditioning devices, or supplementary heating devices attached on or placed on the outside of the building.
- 5.2 The council must not unreasonably withhold its approval under subsection (5.1), but may require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expenses relating to the alteration.
- 5.3 Hardwood floors and ceramic tiles must be installed in accordance with the following:
- a. Hours of work: Mondays to Saturdays from 9:00am to 5:00pm. No work permitted on Sundays or Holidays.
 - b. Floating hardwood floor only.
 - c. Owner/Contractor is responsible for removing all debris, old carpet, boards, drywall, etc. from The James Building. No debris of any kind is to be placed in the dumpster or the recycling bins.
 - d. Owner/Contractor is responsible for cleaning the hallways, stairwells and elevator of any dust, dirt, debris, etc. at the end of each working day.
 - e. Security: owner and contractor are responsible for the security of the building at all times.
 - f. Elevator must be booked to transport any material to and from the suite.
 - g. Any work involving jackhammering, chipping or grinding is limited to the hours of 11:00am to 3:00pm (maximum 4 hours per day), Monday to Fridays only. There is to be no jack hammering, chipping or grinding on weekends or on statutory holidays. Removal of tile floors also requires special council approval.
 - h. All residents/owners replacing or changing their floor surface coverings to a hard surface (wood, tile, stone, etc.) covering must apply to the Strata Corporation for the Hardwood Floor/Hard Floor Authorization Agreement form which must be signed and returned to the Strata Corporation.

6. Obtain approval before altering common property

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

7. Alterations to a strata lot or common property

- 7.1 An alteration to a strata lot or to common property that has not received the prior written approval of council must be removed at the owner's expense if the council orders that the alteration be removed. An owner who receives approval will be liable for all costs connected to the alteration, including the cost of repairing and maintaining the alteration

and the cost of repairing and maintaining the common property or a strata lot if such repair is required as a result of the alteration. An owner who receives approval may be required by the council to sign an Assumption of Liability Agreement.

- 7.2 The owner will be responsible to obtain the applicable building permits prior to commencing the work, and obtaining such permits is a condition of the council's approval.
- 7.3 Owners who undertake alterations in accordance with these bylaws, and subsequent owners, are responsible for all costs relating to:
 - a. the maintenance and repair of the alterations, and
 - b. the effects on all adjacent strata lots or common property, and
 - c. the effects of rain and weathering, staining, discoloration.
- 7.4 The council may maintain, repair, or remove alterations to common property if in the opinion of the council:
 - a. the alterations are not maintained or repaired, or
 - b. the alterations are damaged.
- 7.5 All costs incurred in the maintenance, repair, and/or removal will be charged to the owner of the strata lot and are his responsibility.
- 7.6 On the sale of a strata lot, owners must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent owner refuses to sign an Assumption of Liability Agreement with the strata corporation the alteration may be removed by council and the cost of the removal will be charged to the new owner.
- 7.7 To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the council.
- 7.8 The council reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations. The council may include specified supervision or inspection as a requirement of approval.
- 7.9 When approval is granted by the council to any owner for modifications to the interior of the strata lot, work must commence within thirty (30) days of approval and be completed within sixty (60) days from the date approval was given.
- 7.10 An approved alteration shall be done between the hours of 9:00am and 5:00pm or at such other times as prescribed by council. No construction work to be done on Sundays or statutory holidays.
- 7.11 An owner who is permitted to make an alteration shall be responsible for the removal of any construction debris and the common property shall be completely cleaned up prior to the site being left each day.

8. Permit entry to strata lot

- 8.1 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*.
- 8.2 The notice referred to in subsection (8.1)(b) must include the date and approximate time of entry, and the reason for entry.
- 8.3 Owners are encouraged to provide a key to their strata lot to the Strata Corporation to facilitate entry in an emergency. If no key is provided, cost of entry by locksmith or damage due to forced entry will be the sole responsibility of the strata lot owner.

Division 2 – Powers and Duties of Strata Corporation

9. Repair and maintenance of property by Strata Corporation

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

- a. common assets of the strata corporation;
- b. common property that has not been designated as limited common property;
- c. limited common property, but the duty to repair and maintain it is restricted to;
 - I. repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - II. the following, no matter how often the repair or maintenance ordinarily occurs:
 - a. the structure of a building;
 - b. the exterior of a building;
 - c. chimneys, stairs, balconies and other things attached to the exterior of a building;
 - d. doors, windows and skylights on the exterior of a building or that front on the common property;
 - e. fences, railings and similar structures that enclose patios, balconies and yards;
- d. a strata lot in a strata plan, but the duty to repair and maintain it is restricted to;

- I. the structure of a building,
- II. the exterior of a building,
- III. chimneys, stairs, balconies and other things attached to the exterior of a building,
- IV. doors, windows and skylights on the exterior of a building or that front on the common property, and
- V. fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 – Council

10. Council size

10.1 The council must have at least three (3) and no more than seven (7) members.

11. Council member's terms

11.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

11.2 A person whose term as a member is ending is eligible for reelection.

11.3 Members of council of the strata corporation shall be elected and shall retire in rotation. At the next Annual general meeting, four (4) council members shall be elected to hold office for a term of two (2) years from the date of their election and three (3) council members shall be elected for a term of one (1) year from the date of the election, and thereafter at each Annual General Meeting council members shall be elected to fill the positions of those council members whose term of office has expired and each council member so elected shall hold office for a term of two (2) years.

11.4 No person shall be elected to council and remain on council if the strata corporation is entitled to register a lien on their strata lot under Section 116(1) of the Act.

11.5 No person shall be elected to council and remain on council if their strata lot is in arrears of any monies owed to the strata corporation.

12. Removing council member

12.1 The strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

12.2 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.

13. Replacing council member

- 13.1 If a council member resigns, or is unwilling/unable to attend a minimum of eight (8) Council Meetings, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 13.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 13.3 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.
- 13.4 If all the members of the council resign or are unwilling or unable to act for a period of four (4) 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.

14. Officers

- 14.1 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.
- 14.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 14.3 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.
- 14.4 If an officer other than the president is unwilling or unable to act for a period of four (4) or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

15. Calling council meetings

- 15.1 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.
- 15.2 The notice does not have to be in writing.
- 15.3 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.

15.4 The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

16. Quorum of council

16.1 A quorum of the council is

- a. 2, if the council consists of 3 or 4 members,
- b. 3, if the council consists of 5 or 6 members, and
- c. 4, if the council consists of 7 members.

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

17. 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.

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

17.3 Council members, except for previously approved presentations and hearings, are the only persons permitted to attend strata council meetings.

17.4 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 council's ability to function.

18. 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.

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

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

19. Council to inform owners of minutes

19.1 Council will make copies of the minutes available within two (2) weeks by the following means:

- a. From Crosby Connect (www.crosbyconnect.ca);
- b. By mail (for non-residents only);
- c. On display on the bulletin board in the lobby.

20. 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.
- 20.2 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).
- 20.3 A delegation of a general authority to make expenditures must
- a. set a maximum amount that may be spent, and
 - b. indicate the purposes for which, or the conditions under which, the money may be spent.
- 20.4 The council may not delegate its powers to determine, based on the facts of a particular case,
- a. whether a person has contravened a bylaw or rule,
 - b. whether a person should be fined, and the amount of the fine, or
 - c. whether a person should be denied access to a recreational facility.

21. Spending restrictions

- 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.
- 21.2 Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

22. Limitation on liability of council member

- 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.
- 22.2 Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 - Enforcement of Bylaws and Rules

23. Maximum fine

- 23.1 Unless otherwise prescribed, the Strata Corporation may fine an owner or tenant up to:
- a. \$200.00 for each contravention of a bylaw and;
 - b. \$50.00 for each contravention of a Rule.
- 23.2 In addition to fines, the Strata Corporation may temporarily restrict access to the common area amenities (amenity rooms including the 17th floor, gym, etc.).
- 23.3 All fines are due and payable within seven (7) days of the written issuance of the fine.

24. Continuing contravention

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

Division 5 - Annual and Special General Meetings

25. Quorum

At the time appointed for an annual or special general meeting a quorum is not present, the eligible voters present in person or by proxy and those who remain for the balance of the meeting shall constitute a quorum.

26. Person to chair meeting

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

27. Participation by other than eligible voters

- 27.1 Any person may attend annual and special general meetings if they have either a valid proxy or have been assigned the landlord's rights.
- 27.2 Only owners, individuals asked by owners to speak on their behalf, and spouses of owners may attend annual and special general meetings. Section 26 of the Standard Schedule of bylaws of the Strata Property Act is not included as part of these bylaws.

28. Voting

- 28.1 At an annual or special general meeting, voting cards must be issued to eligible voters.

- 28.2 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.
- 28.3 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.
- 28.4 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.
- 28.5 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.
- 28.6 Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- 28.7 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the Strata Corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 28.8 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the Strata Corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the Act.

29. Order of business

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

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

Division 6 — Voluntary Dispute Resolution

30. Voluntary dispute resolution

- 30.1 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.
- 30.2 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.
- 30.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Moves In/Out

31. Moving

- 31.1 An appointment for a moving in/out time must be made with Concierge – who will arrange to lock off an elevator and hang protective mats and pads (in the elevator).
- 31.2 Residents are required to provide Concierge a minimum of one week's notice of a move.
- 31.3 It is the responsibility of the owner (and not that of the Strata Corporation to inform owner) to verify whether or not there are any damage charges which will be levied against the owner's strata lot in regards to any tenants moving in or out by contacting the Property Manager at the end of each move.
- 31.4 Residents are required to pay due care and attention to the elevator, surrounding walls, carpets and doors during moves. Concierge and the moving party will make an inspection, before and after, of the area through where the moving will take place. If damage has occurred as a result of that move, the cost of repairs related shall be assessed to the individual strata lot owner in addition to the move-in fee.
- 31.5 Residents are directly responsible for moving personnel and/or friends/relatives who are assisting with their move. All must adhere to the Bylaws of the Strata Corporation. At no time should the front entrance doors be left unattended.
- 31.6 During the move, all lobby doors must remain closed and locked when unattended. If doors are found open and unattended there will be an automatic levy of a fine to the property owner's account. Failure to properly re-clip the move in door will result in an immediate fine.

Division 8 - Motor Vehicles and Parking

32. Motor Vehicles and Parking

- 32.1 An owner, tenant or occupant shall park on limited common property in designated and assigned parking space(s) only. Parking is not permitted under any circumstances on interior roadways or in driveways. Any motor vehicle found parked in a prohibited area will be removed, without notice, at the vehicle owner's sole expense.
- 32.2 The underground parking area is for the sole use of permanent residents of the strata. Parking spaces assigned to a strata lot shall not be rented or leased to non-residents. Visitors shall adhere to the Visitor Parking bylaws.
- 32.3 No other motor vehicles, bicycles, trailers, boats, equipment, or items of any kind shall be parked on limited common property without the prior written approval of the Strata Council. Any vehicle, trailer, boat, or equipment parked in contravention of the foregoing may be removed at its owner's sole risk and expense.
- 32.4 Only one vehicle may park in a designated parking space. In addition to one vehicle, a motorcycle may also be parked in a designated parking space, so long as it does not result in the accompanying vehicle to extend beyond the parking space boundaries.
- 32.5 No motor vehicles shall be parked in a manner that will reduce the width of the garage, roadway, stairwells and/or walkways. No vehicle shall be parked in a manner that impedes upon a neighbouring parking space. Motor vehicles found parked in this manner may, without notice, be removed at the vehicle owner's sole expense.
- 32.6 Parking spaces are not to be used for storage of any kind. The strata corporation will remove any items stored in an owner's parking space and any costs incurred in doing so shall be assessed against the strata lot owner's strata account.
- 32.7 A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds), or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical parts.
- 32.8 No owner may permit a vehicle to drip excessive oil or gasoline on the common property or limited common property. An owner, whose vehicle is dripping excessive oil or fuel, must immediately remove and repair the vehicle and the owner must pay the cost of cleanup of the common property in addition to any fine. This rule also applies to visitors of residents parking in the Visitors Parking spaces.
- 32.9 No cardboard, carpet, drip pan, or kitty litter allowed to be used in parking spaces to absorb/contain oil or other fluid drips or spills.
- 32.10 Only motorized, currently licensed and/or insured and operational motor vehicles shall be parked on the strata corporation property. Motor vehicles not bearing current license plates must provide a copy of valid storage insurance (for a minimum of \$1,000,000.00 liability) or the vehicle will be towed away at the vehicle owner's sole expense, immediately without notice.

- 32.11 An owner, tenant or occupant who finds an unauthorized vehicle parked in his assigned parking space must contact the concierge, who will in turn contact the towing company to have the vehicle removed at the vehicle owner's sole expense.
- 32.12 The speed limit is 10km/hr. Excessive speed and dangerous driving is prohibited at all times.
- 32.13 No person(s) is/are permitted to camp overnight in any type of vehicle in common areas.
- 32.14 No basket carts, or shopping carts, from stores are permitted in the underground parking area, passageways, locker rooms or any other common property space. This is against the Fire Department Standards and could result in a fine levied against the Strata Corporation. Violators will be fined.

Division 9 – Visitor Parking

33. Visitor Parking

- 33.1 Visitor parking stalls are for the exclusive use of individuals who are visiting a resident of the strata or by tradespeople who are providing a service to a resident or the strata. No owners/residents may use the visitors parking area at any time. Any other use contravenes this bylaw, and violations will be subject to a fine.
- 33.2 Visitor parking in the designated visitor's parking lot shall be on a first come, first served basis.
- 33.3 Visitor parking is permitted for periods up to and including three consecutive days. For clarification purposes, the maximum time permitted does not reset if the vehicle is removed from the parkade during the two day period. For example, if a vehicle is parked on a Monday, the maximum length of time allowed in visitor parking without written approval is until Wednesday regardless if the vehicle is removed from the parkade during this period.
- 33.4 Laminated visitor parking permits may be used for visits of up to seven (7) consecutive days within a three (3) month period. Valid permits must be visibly displayed on the dash of the visitor's vehicle. The visitor's parking lot will be monitored regularly, with license plate numbers recorded. It is the responsibility of residents to supply their visitor with a parking permit. Parking permits can be obtained from the Concierge.
- 33.5 Parking in the visitor lot by the same license plate is not to exceed 5 days within a 30 day period without prior written authorization.
- 33.6 Lost or stolen tags must be reported immediately to the concierge and a charge of \$25.00 per parking permit will be levied for a replacement of the lost or stolen parking permit.
- 33.7 Motor homes, trailers, tractors, boats, or equipment of any kind is not permitted in the Visitors parking area.
- 33.8 No commercial vehicles are permitted to park in the visitors parking area overnight.

- 33.9 Vehicles not permitted in the visitor's parking, or found to be in violation of the bylaws, may be towed at the owner's sole risk and expense.
- 33.10 Visitor's pets must not be left in vehicles at any time.
- 33.11 Visitors parking in the visitor lot do so at their own risk and must abide by any and all regulations that apply to the parking stalls in general.
- 33.12 Residents are responsible for any damage caused, to the common property or other resident's property, by their visitors.

Division 10 – Amenity Rooms

34. Amenity Rooms

- 34.1 Amenity Rooms are for the exclusive use by residents of the strata and their guests only. Guests of residents using the facilities must be accompanied by the residents at all times.
- 34.2 When not booked for exclusive use the amenity rooms are available for use by all residents between the hours of 6:00am and 11:00pm. The 17th floor amenity room and outside deck must be vacated by 11:00pm.
- 34.3 A refundable deposit, payable to the strata, is required for each exclusive booking and is due and payable at the time of booking. The deposit is to be submitted to the Concierge and will be refunded when the room, equipment, and contents are left in a clean and undamaged condition.
- 34.4 In addition to the deposit, a non-refundable rental fee (payable to the strata) is required for each exclusive booking, and is to be submitted to the Concierge prior to the function.
- 34.5 Only (registered) residents are permitted to make exclusive use bookings for the Amenity Rooms.
- 34.6 Exclusive bookings made for the strata and/or the strata council does not require a deposit or rental fee.
- 34.7 No pets or animals are permitted in the Amenity Rooms, under any circumstances.
- 34.8 In accordance with the Strata Bylaws no smoking is permitted in any of the Amenity Rooms, including the 17th floor patio. Any resident found to be in breach will be subject to a fine.
- 34.9 Residents who make, or permit others to make excessive noise during the use of the amenity rooms, may be asked to leave the room and/or may have be subject to fines and have access to future exclusive use bookings restricted.
- 34.10 The amenity rooms are not to be used for commercial purposes without the written consent of the Strata Council.
- 34.11 All persons using the amenity rooms do so at their own risk.

- 34.12 Owners of strata lots are responsible for the actions, and costs to repair, as a result of the actions of their tenants and client/guests.
- 34.13 Alcohol is permitted within the confines of the 17th floor lounge and patio only. Open alcohol is not permitted in the elevators, lobby, 1st floor lounge, or meeting room.
- 34.14 Any and all Amenity Room equipment (including tables, chairs, etc.) used for private functions by individual residents are not to be removed from the Amenity Rooms, taken outdoors, nor permitted to be used for private purposes.
- 34.15 Persons either causing damage or noting damage to the Amenity Rooms facilities, furnishings and/or equipment are required to report such damage to the Concierge or directly to the Property Manager immediately.
- 34.16 Anyone found to deface, destroy or otherwise ruin any Strata property is liable for the damage(s), and may be subject to loss of access to amenity rooms and/or a fine.
- 34.17 Following all events, whether for the entire Strata Corporation or for private functions held by individual residents, the Amenity Rooms are to be cleaned and returned to the condition in which they were found and ready for use by other residents. Furniture and equipment are to be returned to their original positions and all garbage is to be removed from the Amenity Rooms.
- 34.18 Residents must clean after each exclusive use booking or pre-schedule cleaning services (at their cost) through Concierge.
- 34.19 The strata council reserves the right to restrict exclusive use bookings as required.
- 34.20 No cooking or food preparation is permitted in the 1st floor lounge or meeting room.
- 34.21 The concierge will inspect the amenity room after an exclusive use booking. If the room has not been cleaned, a cleaning fee will be assessed. Any theft or damage resulting from the use of the room will be assessed.
- 34.22 All fees or fines assessed will be the responsibility of the strata lot making the booking, chargeable to the owner of the strata lot. Owners are reminded that they are fully responsible for damage caused to common property by their tenants and guests.

35. Gym & Facilities

- 35.1 No smoking is permitted.
- 35.2 The gym and facilities are for the exclusive use of strata residents and their guests. Visitors must be accompanied by a resident at all times.
- 35.3 The privacy and enjoyment of others using these facilities must be respected at all times.
- 35.4 Use of the central music system is limited to between 8:30am and 9:30pm, and is not permitted when others are using the gym. At no time is the central music system to be played loud enough to disturb the neighbouring units.
- 35.6 No animals are permitted in these facilities.

- 35.7 No food or alcoholic beverages are permitted in the Gym.
- 35.8 No person(s) under the age of sixteen (16) may use the Gym, unless accompanied by an adult 19-years or older.
- 35.9 Any person(s) causing damage to the facilities must immediately report such damage(s) to the Concierge.
- 35.10 Any person(s) using these facilities do so at their own risk, and release and indemnify the Strata Corporation and the Managing Agent from any and all claims arising from the use of these facilities.

Division 11 - Building Security

36. Building Security

- 36.1 No one shall leave open or unlock any outside entrance or exterior fire exit door.
- 36.2 Do not allow unidentified persons to enter the building anytime. If a person will not identify him or herself or show their key fob, notify the concierge immediately.
- 36.3 Residents should report to the concierge, management company or the police any suspicious person(s) in or around the building.
- 36.4 All keys to locks on the common property will be made and issued only with the authority of the council.
- 36.5 Drivers must wait until the overhead-parking gate is closed before proceeding. Drivers in any subsequent cars must wait until the gate is starting to close before pressing the garage button on their key fob to re-open the gate.
- 36.6 No owner or visitor is permitted in any part of the restricted common areas of the building such as the roof, electrical rooms, mechanical rooms and locked rooms other than their own, except with the express permission of the Strata Council.
- 36.7 Solicitation is not permitted anywhere in or about the building or common property for any cause, except as required by the Election Act (Canada) and similar provincial registration.
- 36.8 A maximum of four key fobs are permitted per unit. Key fobs may be purchased from Concierge by registered residents or owners.
- 36.9 All fobs lost or stolen shall be reported to the concierge immediately.
- 36.10 No resident or visitor is permitted in any part of the restricted common areas of the building such as the roof, electrical rooms, mechanical rooms and locked rooms other than their own, except with the express permission of the Strata Council.

Division 12 - Hazards and Insurance

37. Hazards and Insurance

- 37.1 Smoking is not permitted in any of the indoor common areas, including the elevators, lobbies and stairwells. Alcohol is not permitted in any common areas, except those as permitted under the bylaws.
- 37.2 Owners, tenants and occupants are responsible for any damage caused by a waterbed, appliance or other fixtures within their strata lot.
- 37.3 Owners, tenants and occupants shall not do anything that will cause a safety hazard to the building and/or other residents including interfering with proper closure of fire doors by adjusting the door closer by blocking the doors open, and/or by encumbering the hallways, landings or stairways with boxes, rubbish and/or bicycles.
- 37.4 No one shall be allowed to play, skateboard, or rollerblade in the underground parking areas, or any other common areas at any time.
- 37.5 Owners, tenants and occupants must not permit explosive, combustible, flammable or offensive materials to be stored within their strata lot or on common property. A small supply of fuel normally used for gas barbecues and outdoor heaters may be stored on the balcony.
- 37.6 All residents and owners of Strata Plan EPS800 must have at least \$1,000,000 liability insurance prior to completion of purchase, or occupancy. Certificate of insurance must be provided at time of "move-in" booking.
- 37.7 Nothing shall be allowed to fall from a window or balcony of a strata lot. Cigarettes, matches, bottles, cans or any other item dropped or thrown from a strata lot will result in an immediate \$200 fine.
- 37.8 If the strata requires access to your suite due to an emergency of any kind and you have not provided a key to your suite to Property Management, you will be responsible for all costs associated with the emergency entry.
- 37.9 An Owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by 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, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. The insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner. **Owners are responsible to maintain their own private insurance to cover any restoration or damage costs arising from, or relating to their strata lots, or any other incident, which is not covered by the building's insurance policy.**
- 37.10 It is the responsibility of the owner to provide access to their strata lot (including balconies and patios) for inspection and work related purposes in order for the Strata Corporation to

perform its duties (as required by the Strata Corporation in accordance with Section 77 of the Strata Property Act) where notice has been given- including the Strata Corporation's Annual Fire Inspection. Owners not providing access to their strata lots with respect to the fore mentioned matters will be fined \$35.00 each time access is not provided.

Division 13 - Resale of Strata Lot

38. Resale of Strata Lot

- 38.1 No real estate signs or notices are permitted to be placed in a strata lot, on common area windows or on the common property.
- 38.2 An owner, tenant, occupant or agent of an owner may not hold an "open house" under any circumstances whatsoever nor leave open or unlocked any entrance door to the strata plan for the purpose of "open house" selling. Viewing is restricted to a "By Appointment Only" basis. Potential buyers must be escorted to and from the strata lot by the owner, tenant or selling agent.
- 38.3 Upon conveyance of a strata lot, the purchases must provide the strata corporation with completed lease assignments for parking stalls and lockers for the conveyed strata lot.
- 38.4 Owners who assign the lease for parking stall or storage other than at time of purchase must provide the lease assignment to the Strata Corporation.
- 38.5 **DISCLAIMER:**

The Owners, Strata Plan EPS 800 and The Strata Corporation's Property Management Company Assume no liability with respect to the information available at the EPS 800 concierge desk or the Property Management Company detailing the exclusive use of specific parking stalls or lockers located at EPS 800, also known as James. Persons requesting such information should conduct their own investigation and obtain the required information from the current leaseholder of these "amenities" independent of any information supplied by the concierge desk or the Property Management Company. The Parking Stalls and Lockers are on leased land under the control of Cressey Development and do not form part of the Strata Corporation. It is incumbent between purchasers and sellers that they complete the proper **locker/parking stall Assignment Form** a copy of which is to be returned to the Strata Corporation for record keeping purposes only.

Division 14 - Bicycles, Rollerblades, Roller-Skates, and Skateboards

39. Bicycles, rollerblades, roller-skates, and skateboards

- 39.1 Bicycles shall be kept in designated bicycle storage areas only.
- 39.2 Bicycles are not permitted at any time inside the common areas, except in the parking garage to access the bicycle storage rooms.
- 39.3 Bicycles found on common area property outside of the designated bicycle storage rooms will be removed and impounded. Bicycles not claimed after 30 days may be sold at the Strata Corporation's discretion. A fine of \$50.00 will be paid to the Strata Corporation for the return of an impounded bicycle.

- 39.4 Skateboarding, rollerblading or roller-skating is not permitted on any common areas of the Strata Plan.
- 39.5 The Strata Corporation assumes no responsibility for bicycles stored in any of the designated bicycle storage rooms.

Division 15 - Storage/Storage Lockers

40. Storage/Storage Lockers

- 40.1 No part of the common property except areas designated by the strata corporation will be used for storage without the prior written consent of the council.
- 40.2 The Strata Corporation assumes no responsibility for the contents stored in lockers assigned to a strata lot.
- 40.3 **DISCLAIMER:**

The Owners, Strata Plan EPS 800 and The Strata Corporation's Property Management Company Assume no liability with respect to the information available at the EPS 800 concierge desk or the Property Management Company detailing the exclusive use of specific parking stalls or lockers located at EPS 800, also known as James. Persons requesting such information should conduct their own investigation and obtain the required information from the current leaseholder of these "amenities" independent of any information supplied by the concierge desk or the Property Management Company. The Parking Stalls and Lockers are on leased land under the control of Cressey Development and do not form part of the Strata Corporation. It is incumbent between purchasers and sellers that they complete the proper locker/parking stall Assignment Form a copy of which is to be returned to the Strata Corporation for record keeping purposes only.

Division 16 - Barbecues

41. Barbecues

- 41.1 Only propane or electric barbecues are permitted on balconies and patios.
- 41.2 All propane tank valves are to be in the 'off' position when not in use, or when being transported through the common property.
- 41.3 Barbecuing is permitted on the balconies and patios of each strata lot, provided it is conducted in safe manner and does not create a nuisance to other residents.
- 41.4 Barbecuing equipment must be maintained in an orderly appearance and can only be stored on your balcony.
- 41.5 Barbecues must be kept clean to reduce smoke and odors disturbing other residents.
- 41.6 Noncompliance with 41.5 may result in a fine being levied against the strata lot.

Division 17 – Pets/Animals

42. Pets/Animals

- 42.1 An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
- a. reasonable number of fish, or other small aquarium animals;
 - b. a reasonable number of small caged mammals;
 - c. up to two (2) caged birds;
 - d. two dogs or two cats
- 42.2 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.
- 42.3 Pets/animals are not permitted in any of the amenity rooms – including gym and 17th floor.
- 42.4 Pet owners are responsible for the immediate clean up and disposal of any pet excrement from the common property.
- 42.5 Residents must ensure that their pet(s) are kept quiet, clean, and under reasonable control. A pet shall not cause a nuisance to any resident.
- 42.6 Residents must take responsibility for the repair of any damage caused by their pet(s) to the common property. Failing prompt action by the resident, the Strata Council will affect such repairs by contracted services and invoice the pet owner.
- 42.7 Residents must not feed nuisance birds such as pigeons, seagulls, crows and starlings, nor feed squirrels, rodents or other animals on the common property.
- 42.8 If the council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the Strata Property Act. At the end of the hearing, the council may take no action, fine the owner, require the person to pay the costs of remedying the contravention, or order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed. The owner of the pet will be advised about the outcome of the hearing in writing.

Division 18 – Electric Vehicle Charging

43. Electric Vehicle Charging

- 43.1 An owner, occupant, or tenant (the “EV User”) who proposes to use a common property parking stall with electric vehicle charging capability (the “EV Stall”) will apply to the Strata Council for written consent;
- 43.2 The Strata Council will grant consent to an EV User to use an EV Stall provided that:
- (a) The EV User signs a User Agreement on terms agreeable to the Strata Corporation;

- (b) The EV User at all times complies with the bylaws of the Strata Corporation; and
 - (c) The EV User agrees to pay fees related to electric vehicle charging as per the “EV Charging Fee Schedule” to be determined and set by Strata Council.
 - (d) The Owner agrees to reimburse the Strata for any infrastructure costs related to the provision of the EV charging to be determined and set by Strata Council.
 - (e) A copy of the applicable “EV Charging Fee Schedule” and any cost related to infrastructure will be provided to each owner when they apply to Strata Council for approval to install an electric vehicle charger.
- 43.3 No owner, occupant or tenant will use be permitted to contract for or install EV charging in their private parking space without prior approval from the Strata Council and without using the approved charging solution(s) and installers as approved on an annual basis by the Owners.

Division 19 – Severability

44. Severability

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