



BRENTWOOD TOWER THREE EPS 7041 – BYLAWS

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SCHEDULE OF STANDARD BYLAWS

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

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.
- (2) If an owner is late in paying his strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10.00% per annum, compounded monthly and calculated on a daily basis, commencing from the date the payment was due and continuing until the day that the payment is paid in full. All payments made towards late strata fees shall first be applied to the accrued interest before the principal amount of the outstanding strata fees

Repair and maintenance of property by owner

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

Use of property

- 3 (1) An Owner, tenant, occupant or visitor must not use a Strata Lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another Strata Lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the Strata Lot or common property is intended as shown expressly or by necessary implication on or by the Strata Plan.
- (2) An owner shall not:
 - (a) use his strata lot for any purpose which may be injurious to the reputation of the building;
 - (b) make undue noise in or about any strata lot or common property;
 - (c) make or cause to be made, or do or cause to be done, without first obtaining the written consent of the strata council:
 - (i) any structural alteration to his strata lot;
 - (ii) paint, decorate, add to or remove any part of the building that is visible from the exterior of the building or the strata lot or visible from the hallways of the building;

- (iii) add to or alter the wiring, plumbing, piping, or other services in his strata lot or within any bearing or party wall or the common property;
- (d) alter, supplement or remove the window coverings originally installed in the strata lot except, if necessary due to damage or wear, to replace them with substantially similar window coverings in the same colour and style; or hang or place any signs or other objects which will adversely affect the consistency of the exterior appearance of the building;
- (e) place on the balcony, terrace or patio of the strata lot bicycles, motorcycles, boxes, machinery, equipment, or in any way use such balcony, terrace or patio as a storage area;
- (f) hang or drape on or within the balcony, terrace or patio of the strata lot laundry, clothing, rugs, towels, curtains or wall hangings;
- (g) enclose (partially or fully), modify or add to the balcony, terrace or patio of the strata lot, and without limitation, not to install or place plastic, glass, wood or other material on the balcony, terrace or patio to block wind or sun or for any other purpose;
- (h) use or allow to be used any barbecues or similar cooking devices (other than natural gas, propane or electric barbecues which are permitted on balconies, terraces or patios) in or about any strata lot, any balconies, terraces or patios, any limited common property or the common property of the strata corporation, except in areas, if any, so designated by the strata council;
- (i) deposit household refuse or 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;
- (j) move or permit to be moved furniture or furnishings in or out of the building except in accordance with the rules passed by the strata council from time to time; under no circumstances will any owner, tenant or occupant of a strata lot use, or permit to be used, the lobby of the building for moving or furniture or furnishings, except during the hours, and on such conditions and subject to such fees as may be imposed by the strata council from time to time;
- (k) erect, place, keep or display signs, billboards, advertising matter or notice or display of any kind on the common property, limited common property or in a strata lot in any manner which may be visible from the outside of the strata lot (other than "for sale" signs which may be placed in that area of the common property designated for that purpose from time to time by the strata council);
- (l) erect, place, install or cause to be erected, placed or installed, whether permanently or temporarily, fixtures, satellite dishes, antennas, poles, clotheslines, racks, storage sheds or similar structures on common property or limited common property, but notwithstanding the foregoing and subject to Bylaw 32., an owner, tenant or occupant may place on the limited common property that is the owner's, tenant's or occupant's balcony, terrace or patio, as the case may be, a reasonable amount of free-standing, self-contained planter boxes or containers and summer furniture and accessories;

- (m) smoke (including by way of an electronic smoking device) anywhere on the common property or limited common property, including balconies and indoor common areas including the elevator, hallways, parkade, bike storage lockers, recreation areas, multi-purpose rooms, lobby and stairwells;
 - (n) throw out material, especially burning material such as cigarettes or like smoking devices or matches or permit material to fall out of any window, door, balcony, terrace, patio, stairwell, passage or other part of the strata lots or common property;
 - (o) store any perishable or hazardous material or items that may deteriorate or attract pests on any common property or limited common property, including without limitation the owner's, tenant's or occupant's balcony, terrace or patio, and including without limitation the bike storage locker area;
 - (p) use or ride, or permit others to use or ride, as the case may be, rollerblades, inline skates, skateboards, bicycles, scooters or similar items anywhere on common property or limited common property or in a strata lot; or
 - (q) use or allow the strata lot, the common property and the limited common property to be used in any manner which is contrary to the rules of the strata corporation from time to time.
- (3) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those party of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- (4) (a) An owner, tenant or occupant must not keep any animals or pets (collectively, a "Pet") in or about the strata lot or the limited common property relating to such a strata lot other than one or more of the following:
- (i) a reasonable number (as determined by the strata council from time to time) of fish or other small aquarium animals;
 - (ii) up to 2 caged birds; or
 - (iii) one dog or two cats or one dog and one cat;
- (b) allow or permit his Pet's waste to remain on the common property or limited common property, including balconies, and shall take all reasonable measures to control and be responsible for any approved Pet in or about the strata lot, common property and limited common property, and it will be the responsibility of the owner to pay for the cost of repair or clean-up of any common property and limited common property or common asset which is damaged, destroyed or soiled by the owner's Pet;
- (c) No vicious dogs are permitted in any strata lot or on any portion of the common property. For purposes of this bylaw, a vicious dog means the following:
- (i) any dog that has killed or injured any person or another animal while running at large;
 - (ii) any dog that aggressively harasses or pursues another person or animal while running at large; or
 - (iii) any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting.

- (5) A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance which the owner is responsible.
- (6) If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any policy of strata insurance. Without limiting the generality of the word "responsible", an owner is responsible for the owner's own acts or omissions, as well as those of any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot or the owner. For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the proceeds of strata insurance received by the strata corporation and will be charged to the owner.
- (7) The parking stalls assigned to the Strata Lots in accordance with Bylaw 32 shall only be used for parking passenger motor vehicles that are properly licensed and insured and are owned or leased by persons who are owners or tenants of the building or temporary visitors of such residents. An owner shall have the right to lease a parking stall assigned to an owner to other owners or occupants of a Strata Lot, The right to use the parking stalls shall cease upon a person ceasing to reside in the building. An owner shall not allow oil leaks and exhaust pollution stains from vehicles and shall clean up such leaks and stains from the owner's parking stall(s).

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.
 - (h) An owner wishing to install hardwood or floor tiles in a strata lot must obtain the prior consent of the strata corporation, which consent will be contingent on the proposed installation having been acoustically engineered to minimize any potential noise nuisance.
- (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. Notwithstanding the foregoing, and without limiting the strata corporation's right to withhold its approval for alterations to the strata lot or the common property, an owner wishing to conduct structural alterations or renovations to a strata lot must provide to the strata corporation, in connection with its application for approval, an engineering report which satisfies the strata corporation that any drilling into a concrete slab will not impair the structural integrity of the slab, and that no work will interfere with embedded cables, power or mechanical systems.
- (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 prevent property damage to the common property or another strata lot or those portions of a strata lot that are the responsibility of the strata corporation under these bylaws; and
 - (b) at a reasonable time, on a minimum of twenty-four (24) hours written notice:
 - (i) to inspect, maintain, or repair common property or common assets; or
 - (ii) to ensure the Strata Property Act (British Columbia), as amended or replaced, and these bylaws are being complied with.
 - (2) The notice referred to in Bylaw 7(1)(b) must include the date, the approximate time of entry and the reason for the entry.
 - (3) If access to the strata lot is not provided to the strata corporation, then the person authorized by the strata corporation to enter the strata lot under this bylaw may do so by using reasonable force on the locking devices, and the replacement of

the locking device and any resulting damage to the door and door frame will be at the expense of the strata lot owner

Division 2 – Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

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

Division 3 – Council

Council size

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

Council members' terms

- 10** (1) The term of office of a Council member ends at the end of the Annual General meeting at which the new Council is elected.
- (2) A person whose term as Council member is ending is eligible for re-election.
- (3) No person may be elected to council or continue to be on council if the strata corporation is entitled to register a lien under the Act against a strata lot in which that person has an interest.

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.
 - (5) Whether council members attend council meetings in person or by electronic means, council members cannot appoint proxies or personal representatives to act on their behalf at such council meetings.

Voting at Council meetings

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

Council to inform Owners of minutes

- 19** The Council must inform Owners of the minutes of all Council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

Delegation of Council's powers and duties

- 20**
- (1) Subject to subsections (2) to (4), the Council may delegate some or all of its powers and duties to one or more Council members or persons who are not members of the Council, and may revoke the delegation.
 - (2) The Council may delegate its spending powers or duties, but only by a resolution that
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).

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

Spending restrictions

- 21**
- (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
 - (2) Despite subsection (1), a council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
 - (3) Further to Section 98(2) of the Act, the maximum expenditure which may be made pursuant to Section 98 of the Act is \$3,000 or 5% of the total contribution to the operating fund for the current year, whichever is less.

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 a maximum of:
 - (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.
 - (2) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.
 - (3) All fines imposed shall be due and payable forthwith.

Continuing contravention

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

Division 5 – Annual and Special General Meetings

Person to chair meeting

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

Participation by other than eligible voters

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

Voting

- 27**
- (1) At an annual or Special General meeting, voting cards must be issued to eligible voters.
 - (2) At an Annual or Special General meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
 - (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
 - (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
 - (5) If there is a tie vote at an Annual or Special General meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

- (6) If there are only 2 Strata Lots in the Strata Plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) An owner may not exercise the owner's vote in respect of the owner's strata lot if the strata corporation is entitled to register a lien under the Act against the owner's strata lot, except on matters requiring a unanimous vote.
- (9) Except in the case of a meeting demanded under section 43 of the Strata Property Act, if within 1/2 hour from the time appointed for an annual or special general meeting a quorum is not present, the eligible voters present in person or by proxy constitute a quorum
- (10) Despite section 48(3) of the Strata Property Act, the failure to obtain a quorum for a meeting demanded under section 43 of the Strata Property Act terminates, and does not adjourn, that meeting.

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

Promotions

- 30** (1) During the time that the developer of the strata corporation (the "Developer") is a first owner of any strata unit, it shall have the right to maintain any unit or units, whether owned or leased by it, as a display unit, and to carry on sales or leasing functions it considers necessary in order to enable it to sell or lease any of its units.
- (2) At the reasonable discretion of the Developer, it may use the common property to conduct the sale or lease of strata lots in the strata plan up to 24 months after the date of first occupancy of any such strata lot.
- (3) Signs advertising the sale, lease or open house of a strata lot must be displayed on the common post supplied by the strata corporation (or such other area of the common property designated for that purpose from time to time by the strata council) and may not be displayed in the windows or on the balcony, terrace or patio of a strata lot. Notwithstanding the foregoing, marketing signs of the Developer may be displayed on the common property and/or the limited common property or window of any strata lot owned or leased by the Developer at the reasonable discretion of the Developer.

Parking and Storage

- 31** (1) Each owner of a strata lot may be entitled to the exclusive use of one or more parking stalls and/or bike storage lockers located in the parking facility pursuant to a partial assignment of the parking area and storage locker lease (the "Parking/Storage Lease") between Shape Brentwood Parking Corporation, as sublandlord, and the Developer, as subtenant, a copy of which is attached to the disclosure statement for the development. Pursuant to the Parking/Storage Locker Lease) upon the registration of the strata plan for the strata development, the strata corporation will automatically assume all of the obligations of the sublandlord under the Parking/Storage Locker Lease and will administer the parking stalls and bike storage lockers, subject to the Parking/Storage Lease and these bylaws.

- (2) An owner, tenant or occupant of a strata lot will not:
- (a) use any parking stall or bike storage locker for the development except the parking stall (if any) or bike storage locker (if any) assigned to the strata lot, or, when specifically agreed with another strata lot owner, the parking stall or bike storage locker assigned to the strata lot of that other owner; or
 - (b) rent or lease the parking stall (if any) or bike storage locker (if any) assigned to the strata lot or otherwise permit that parking stall or bike storage locker to be regularly used by anyone that is not an owner, tenant or occupant of a strata lot, the strata corporation or the subtenant under the Parking/Storage Lease.

Accessible Stalls

- 32** (1) The parking stalls for the development will include 24 parking stalls (collectively, the "**Accessible Stalls**" and each, an "**Accessible Stall**") which are located in the parking facility for the development and which are designated for use by disabled persons in accordance with the requirements of the City. In this Bylaw 32, each parking stall for the development which is the subject of the Parking/Storage Lease and which is not an Accessible Stall is a "**Non-Accessible Stall**."
- (2) In this Bylaw 32, (i) "**Qualified Owner**" means an owner of a strata lot within the development who resides in such strata lot and who has been issued, or in the case of an owner who is a natural person, whose spouse or dependent child resides in such strata lot and has been issued, or whose (whether or not such owner is a natural person) tenant resides in such strata lot and has been issued, a valid parking permit for people with disabilities from the Social Planning and Research Council of British Columbia (or a disabled person's parking permit otherwise issued in accordance with the Motor Vehicle Act (British Columbia)); and (ii) "**Non-Qualified Owner**" means an owner of a strata lot who is not a Qualified Owner.
- (3) Notwithstanding anything to the contrary contained in these Bylaws, if a Qualified Owner is the holder of an interest in a Non- Accessible Stall, then the Qualified Owner may make a written request that the strata corporation exchange the Qualified Owner's Non- Accessible Stall for the Accessible Stall. Upon receipt by the strata corporation of a written request for such an exchange from a Qualified Owner, the strata corporation will require that a Non-Qualified Owner who is the holder of an interest in the Accessible Stall (to the extent that any is available and to be selected by the strata corporation, at the sole discretion of the strata corporation if there is more than one such Non-Qualified Owner) exchange his or her interest in the Accessible Stall with the Qualified Owner for his or her interest in the Non-Accessible Stall for no consideration. Such an exchange will be accomplished by the Non-Qualified Owner partially assigning the Parking/Storage Lease to the Qualified Owner in respect of the Accessible Stall, and the Qualified Owner partially assigning the Parking/Storage Lease to the Non-Qualified Owner in respect of the Non- Accessible Stall. The Non-Qualified Owner and the Qualified Owner will each execute a partial assignment of the Parking/Storage Lease in favour of the other substantially in the form attached to the Parking/Storage Lease, and the strata corporation is granted a power of

attorney to execute such partial assignment on behalf of the Non-Qualified Owner to effect such transfer.

- (4) If the Qualified Owner, or the Qualified Owner's spouse, dependent child or tenant ceases to meet the requirements for use of the Accessible Stall, or if the Qualified Owner sells the strata lot and either the purchaser is not a Qualified Owner or the Qualified Owner's tenant who meets the foregoing requirements does not continue to reside in the strata lot after the sale, the Qualified Owner will, on request by the strata corporation, exchange the Accessible Stall for the stall allocated to the strata lot to which the Accessible Stall was allocated immediately before the reallocation whether or not the owner of that strata lot is a Qualified Owner.

Electric Vehicle Stalls

- 33**
- (1) The parking stalls for the development will include 53 electric vehicle charging stalls (collectively, the "**EV Stalls**" and each, an "**EV Stall**"), all of which EV Stalls are located in the parking facility for the development and are designed and constructed in accordance with the applicable bylaws of the City to accommodate the charging of electric vehicles.
 - (2) In this Bylaw 33, any parking stall within the development which is the subject of the Parking/Storage Lease and which is not an EV Stall is a "**Non-EV Stall**".
 - (3) In this Bylaw 33, (i) "**EV Owner**" means an owner or occupant of a strata lot within the development who resides in or occupies such strata lot and who owns, or in the case of an owner or occupant who is a natural person, whose spouse or dependent child resides in or occupies such strata lot and owns, or whether or not such owner or occupant is a natural person, such owner(s) tenant who resides in or occupies such strata lot and owns, an electric vehicle; and (ii) "**Non-EV Owner**" means an owner or occupant of a strata lot who is not an EV Owner.
 - (4) If an EV Owner is the holder of an interest in a Non-EV Stall, then the EV Owner may make a written request that the strata corporation exchange the EV Owner's Non-EV Stall for an EV Stall. Upon receipt by the strata corporation of a written request for such an exchange from an EV Owner, the strata corporation will require that a Non-EV Owner who is the holder of an interest in an EV Stall (to the extent that any is available and to be selected by the strata corporation, at the sole discretion of the strata corporation if there is more than one such Non-EV Owner) exchange his or her interest in the EV Stall with the EV Owner for his or her interest in the Non-EV Stall for no consideration. Such an exchange will be accomplished by the Non-EV Owner partially assigning the Parking/Storage Lease to the EV Owner in respect of the EV Stall, and the EV Owner partially assigning the Parking/Storage Lease to the Non-EV Owner in respect of the Non-EV Stall. The Non-EV Owner and the EV Owner will each execute a partial assignment of the Parking/Storage Lease in favour of the other. Under the Parking/Storage Lease, the strata corporation is granted a power of attorney to execute such partial assignment on behalf of the Non-EV Owner to effect such transfer.

- (5) If the EV Owner, or the EV Owner's spouse, dependent child or tenant ceases to meet the requirements for use of an EV Stall, or if the EV Owner sells the strata lot and either the purchaser is not an EV Owner or the EV Owner's tenant who meets the foregoing requirements does not continue to reside in or occupy the strata lot after the sale, the EV Owner will, on request by the strata corporation, exchange the EV Stall for the stall allocated to the strata lot to which the EV Stall was allocated immediately before the re-allocation whether or not the owner of that strata lot is an EV Owner.

Planters and Landscaped Areas

- 34** Owners of the strata lots which have an open balcony, terrace or patio will not place planters, landscaping or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the strata council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, landscaping items or equipment (including, without limitation, landscaped areas and/or planters designated as limited common property and installed as part of the original development) will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner of the strata lot entitled to the use of the limited common property on which they are placed. No strata lot owner shall, within a landscaped area and/or planter designated as limited common property, change, alter or amend the plantings within such landscaped areas and/or planters without the written consent of the strata council.

Storage Room

- 35** For a period of five (5) years after the registration of the strata plan for the strata development, the owner-developer will be entitled to designate for its use one (1) storage room of its choice (which may be within the common property or the parking facility) and will be entitled to free access to and from such storage room through the development and the use of such storage room for the storage of building materials and equipment at all times during the five-year period. The owner-developer will be entitled to install its own lock on the door and the strata corporation will not be entitled to a key during that five-year period provided that after the end of the five-year period, the owner-developer will, upon request by the strata corporation, deliver up vacant possession of the storage room and all keys thereto.

Authorization to Proceed

- 36** 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.

Moving

- 37** An owner, tenant or occupant will be required to pay a move in fee of \$150 prior to any move in to the strata corporation. This does not apply to the first move in by the owner, following the initial purchase from the Developer.

Form K — Notice of Tenant's Responsibilities

- 38** Prior to a tenant moving in to a strata lot; a landlord must:
- (a) give the strata corporation a copy of the Form K — Notice of Tenant's Responsibilities signed by the Tenant; and
 - (b) pay the strata corporation the move in fee established under the strata corporation's bylaws or rules as amended from time to time.

Production of Marijuana

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