

HUB TWO STRATA PLAN EPS 7632

BYLAWS

**Attached are the Bylaws for Strata Plan EPS 7632.
For legal purposes, please obtain a true copy of the
Bylaws as registered in the Land Title Office.**

***Please note: This Bylaw package may or may not
contain the basic Bylaws of the Strata Property Act.***

**STRATA PLAN EPS 7632
HUB TWO BYLAWS**

Registration Date:

May 18, 2021

Registration #:

CA9015082

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**HUB TWO
Strata Plan 7632**

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.

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. causes or could reasonably be expected to cause damage or nuisance to the surrounding public transit facilities located in the development.

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 which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

3.(3) An owner, tenant, occupant, or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

3.(4) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:

- a. a reasonable number of fish or other small aquarium animals;
- b. a reasonable number of small, caged animals;
- c. up to 2 caged birds;
- d. either:
 - (i) two dogs;
 - (ii) two cats; or

(iii) one dog and one cat.

3.(5) An owner, tenant, occupant, or visitor must not allow or permit a pet's waste to remain on any common property or limited common property and must take all reasonable measures to control and be responsible for any pets in or about the strata lot, common property or limited common property.

3.(6) An owner must not do any of the following:

- a. park any vehicle in the parking facility or permit any guest to park any vehicle on the parking facility, except in accordance with the provisions of the parking facility lease and the reciprocal access and cost sharing easement agreement.
- b. undertake repairs to any vehicle or service any vehicle on the common property or the parking facility or permit any guest to do so;
- c. store any vehicle or recreational vehicle on the common property or the parking facility, or permit any guest to do so;
- d. shake or throw anything from a strata lot window or balcony.
- e. store any personal items within the parking stall assigned to such strata lot; or
- f. display or post or permit any agent to display or post "for sale" signs or other signage for the purpose of selling or marketing a strata lot on the common property or visible from the owner's strata lot, except in a location on the common property approved by the strata council (if any).

Notwithstanding the foregoing, an owner of a strata lot may store a boat trailer or other recreational vehicle within the parking stall assigned to such strata lot provided that such boat trailer or other recreational vehicle fits within such parking stall without creating a danger or hazard to other users of the parking facility, and provided that the owner has obtained adequate insurance in respect thereof.

4. 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.

4.(2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

5. 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;

5.(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.

5.(3) This section does not apply to a strata lot in a bare land strata plan.

6. 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.

6.(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.

7. Permit Entry to a Strata Lot

7.(1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot

- a. In an emergency, without notice, to ensure safety or prevent significant loss or damage, and
- b. At a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the *Act*.

7.(2) The notice referred to in subsections 7.1(a) and 7.1(b) must include the date and approximate time of entry, and the reason for entry.

Division 2 – Powers And Duties Of Strata Corporation

Repair and Maintenance of Property by a Strata Corporation

8.(1) 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) stairs, balconies, patios, decks (including, without limitation, roof decks) 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, and yards
- d. a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to

- (i) the structure of a building;
- (ii) the exterior of a building;
- (iii) stairs, balconies, patios, decks (including, without limitation, roof decks), terraces 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;
- (v) fences, railings and similar structures that enclose patios, terraces, balconies and yards; and

Division 3 – Council

9. Council Size

- 9.(1)** Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- 9.(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.
- 9.(3)** The spouse of an owner may stand for council.
- 9.(4)** No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata under section 116 of the Act

10. 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.
- 10.(2)** A person whose term as council member is ending is eligible for re-election.

11. 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.
- 11.(2)** After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

12. Replacing a 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.
- 12.(2)** A replacement council member may be appointed from any person eligible to sit on the council.
- 12.(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.
- 12.(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.

13. 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.
- 13.(2)** A person may hold more than one office at a time, other than the offices of president and vice president.
- 13.(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.
- 13.(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.

14. 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.
- 14.(2)** The notice does not have to be in writing.
- 14.(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.
- 14.(4)** The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

15. [Repealed 2009-17-35.]

16. 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.
- 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)** Owners may attend council meetings as observers.

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 an individual's privacy.

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) 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.

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) 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.

20. Delegation of Councils 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. Limitations 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)** 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.

24. Continuing Contravention

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

DIVISION 5 — ANNUAL AND SPECIAL GENERAL MEETINGS

25. Person to Chair Meeting

- 25.(1)** Annual and special general meetings must be chaired by the president of the council.
- 25.(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.
- 25.(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.

26. 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.
- 26.(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.
- 26.(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.

27. Voting

- 27.(1)** At an annual or special general meeting, voting cards must be issued to eligible voters.
- 27.(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.
- 27.(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.
- 27.(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.

- 27.(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.
- 27.(6)** If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- 27.(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.
- 27.(8)** If within ½ 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, shall constitute a quorum. This bylaw 27(8) is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 of the Act terminates and does not adjourn that meeting.

28. Order of Business

- 28.(1)** 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

29. 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.
- 29.(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.
- 29.(3)** The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 7 – MARKETING ACTIVITIES BY OWNER DEVELOPER

30. Promotion

- 30.(1)** Notwithstanding paragraph 3(6)(f), during the time the owner-developer of the strata corporation is the owner of any strata lot, it shall have the right to:
- a. maintain any strata lot or strata lots leased by it as display suites and/or sales centres and to carry on any marketing and sales functions, in respect of the development, within such strata lots and within any area of the common property of the development;
 - b. erect and maintain signage in and around any unsold strata lots and on the common property of the development for the duration of the marketing program;
 - c. maintain display areas, landscaping and parking areas;
 - d. use any parking assigned to any unsold strata lots for marketing purposes and for any other reason related to its development; and
 - e. have access to any and all parts of the common property and common facilities for the purpose of showing strata lots, the common property and the common facilities to prospective purchasers and their representatives, in each case as may be reasonably determined by the owner-developer in order to enable or assist it in marketing or selling any strata lot within the development. The owner-developer shall act reasonably in exercising its rights under this Section 30.
- 30.(2)** An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan

DIVISION 8 – GENERAL

31. Access by Consultants

31.(1) An owner, tenant or occupant will permit the owner-developer's building/envelope consultants and the consultants or representatives of any warranty provider in connection with the construction of the development to have access to the development from time to time during construction thereof and after completion of construction for the purpose of inspecting and monitoring the building envelope and other components of the buildings comprising the development.

32. Noise Control

32.(1) An owner, tenant or occupant must not use a strata lot, limited common property or common property in a way or for any purpose that causes unreasonable or undue noise and shall take all reasonable steps to satisfy noise complaints from neighbours. Without limiting the generality of this bylaw, an owner, tenant or occupant of a strata lot shall avoid the use or operation of noisy equipment or machinery in or around the strata lot between the hours of 11:00 p.m. and 7:00 a.m.

33. Bicycle Storage

33.(1) Bicycles are not permitted in elevators, hallways or any other indoor common areas except in the corridor adjacent to the bicycle storage rooms and in the bicycle storage rooms located on the parking level of the development. No bicycles are to be kept on patios, balconies or terraces; instead they shall be stored within the bicycle storage rooms located within the development.

34. Items Left on Common Property at Own Risk

34.(1) Any owner, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.

35. Repair and Maintenance by Owner

35.(1) 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.

36. Moving

36.(4) An owner must adhere and ensure that any tenants adhere to the Move In and Move Out rules established by council from time to time.

36.(5) An owner, tenant or occupant must provide notice to the strata corporation or moving coordinator if one is appointed of all moving arrangements at least 48 hours before the scheduled moving date. All moves must take place between 9:00 a.m. and 6:00 p.m. Monday through Friday and 10:00 a.m. and 5:00 p.m. on Saturdays, Sundays and statutory holidays.

36.(6) An owner, tenant or occupant using the elevator during a move must ensure that the elevator service key is used to control the elevator and the doors are not jammed open in any manner.

36.(7) An owner, tenant or occupant must ensure that access doors to the building are not left open, jammed open, left ajar or unattended and that furniture is not left piled in the common areas.

36.(8) An owner, tenant or occupant must ensure that all common areas are left clean and damage free.

36.(9) An owner, tenant or occupant must pay a refundable damage deposit of \$200, whether in or out, prior to any move and expenses incurred by the strata

corporation attributable to the resident and all fines attributable to the move will be deducted from the deposit. Any amounts over and above this \$200 will be charged to the owner.

36.(10) An owner, tenant or occupant contravening this bylaw 36 shall be subject to a maximum fine of \$200.

37. Interest

37.(1) Where an owner fails to pay strata fees in accordance with bylaw 1, all outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually.

38. Small Claims Court Proceedings

38.(1) The strata corporation may proceed under the Small Claims Act, without 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 all legal costs, or 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, including, but not limited to the recovery of the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim.

39. Recreational Facilities

39.(1) The Strata Council shall set up booking procedures and rules for the use of the recreational and social facilities in the building and may establish fees for the use thereof. All income generated by the user fees shall be used for the maintenance and operating expenses of such facilities and shared private shuttle. If an Owner of a strata lot uses any of the social or recreational facilities, such owner will be responsible for ensuring that the facilities are left in a clean and tidy state.

40. Smoking

40.(1) Smoking and vaping are prohibited in and on all limited common property and common property, including but not limited to hallways, elevators, parking garages, electrical and mechanical rooms, stairs, storage locker areas, amenity rooms, patios and balconies; and within 6 meters of a door, window or air intake.

40.(2) For the purposes of this Bylaw 40, the following definitions apply:

- a. "smoking" includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances;
- b. "vaping" includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.

41. Cost Sharing and Integrated Development

41.(1) As the strata lots are located within a mixed use development, the Strata Corporation has entered into certain cost sharing and access agreements with the owners of the adjacent commercial and retail development, pursuant to which the Strata Corporation will be required to contribute a proportionate share of costs relating to the operations, maintenance and repair of certain facilities, such as utility and service facilities, that are shared with the adjacent commercial development, and such expenses will be common expenses of the Strata Corporation which will be shared by the owners of the strata lots in proportion to the unit entitlement of their strata lot or as otherwise set out in the budget of the strata corporation. Furthermore, all owners will comply with any rules established

from time to time by the Strata Council with respect to the use of and access to and over the adjacent commercial and retail development pursuant to any easements or rights of access that have been granted to the Strata Corporation.

42. Rentals and Other Accommodations

- 42.(1)** The period of time for which a strata lot may be rented is a minimum of 6 months.
- 42.(2)** Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the Strata Corporation and a Notice of Tenant's Responsibilities in Form K.
- 42.(3)** Within two weeks of renting a strata lot, the owner must give the Strata Corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the Tenant, in accordance with section 146 of the Act.
- 42.(4)** Any Owner who rents his/ her strata lot in violation of these bylaws must take all necessary steps, at his/ her sole cost and expenses, to terminate the agreement to rent promptly, and will be subject to the fines set out in these bylaws.
- 42.(5)** A strata lot must not be used for short-term accommodation purposes, including but not limited to a bed-and-breakfast, lodging house, hotel, home exchange, time share, airbnb rental or vacation rental. Without limiting the generality of the foregoing, an owner, tenant or occupant must not enter into a license for the use of all or part of a strata lot. For the purposes of this bylaw, short-term means less than 6 consecutive months.
- 42.(6)** An owner, tenant or occupant must not advertise the use of a strata lot for the purposes outlined in subsection (5).

43. Barbeques

- 43.(1)** An owner, tenant or occupant must not use or allow to be used any charcoal barbeques, smokers or similar cooking devices which create excess smoke in or about any strata lot, limited common property or the common property of the Strata Corporation.