

**BCS 2700-THE NEWMARK
CONSOLIDATED BYLAWS
October 2021**

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 Notwithstanding the purpose for which an Owner may indicate a payment is made, all payments received by the Strata Corporation from, or on behalf of, an Owner will be applied on account of any debts owing by the Owner to the Strata Corporation on a first in, first out, basis irrespective of the manner in which the debt arose.
- 1.3 An Owner must pay his contribution, calculated on the basis of unit entitlement, of the dues, fees and special assessments, payable by the Strata Corporation as required, and when allocated by the Strata Corporation.
- 1.4 A fine of \$50.00 may be levied against any owner whose payments for maintenance charges, fines, special assessments or any other charges levied against the owner for a particular month have not been received by the Strata Corporation by the 5th day of that month. A fine of \$50.00 may be levied against an owner for each infraction or violation of any other bylaw or rule and regulation of the strata corporation pursuant to Section 23; however, fines may be increased by ordinary resolution of the Strata Corporation. *(Added from the Developers Notice of Different Bylaws on December 28, 2007)*

2 REPAIR AND MAINTENANCE OF PROPERTY BY OWNER

- 2.1 An owner must maintain and repair 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.
- 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 shall not;
(Added from the Developers Notice of Different Bylaws on December 28, 2007)
- a) make undue noise in or about the strata lot, common property or limited common property which would create a nuisance or disrupt the occupants of strata lots, their families or guests,
 - b) hang or place any window drapes, blinds, signs or other objects which will adversely affect the consistency of the exterior appearance of the building,
 - c) deposit household refuse and garbage on or about the common property or limited common property except in places designated by the strata council from time to time. Any materials other than ordinary household refuse and garbage shall be disposed of either by or at the expense of the owner,
 - d) move or permit to be moved furniture or furnishings in or out of the building except in accordance with the rules and regulations passed by the strata council from time to time, and
 - e) park any recreational vehicle, boat, trailer or other property, except passenger vehicles (including motorbikes), on the common property or limited common property without approval of the strata council.

3.4 INSURANCE

(Added at the Annual General Meeting held on June 17, 2019)

- a) The Strata Corporation must obtain and maintain property insurance as required by Section 149 of the *Strata Property Act*.
- b) The Strata Corporation must obtain and maintain liability insurance and errors and omissions insurance as set out in Sections 150 and 151 of the *Strata Property Act*.
- c) On the written request of an Owner, the Corporation shall produce to him a copy of the insurance policy or policies and verification of the premium.
- d) In the event that loss or damage occurs to Common Property or Limited Common Property or Common Facilities and gives rise to a valid claim under the Strata Corporation's insurance policy, it is agreed and understood that, if the origination of the loss is within the interior confines of an individual Strata Lot for which the owner is responsible, the Strata Corporation may sue the strata lot owner for the deductible of the Strata Corporation's policy relative to the loss, and such deductible shall be paid by the individual Strata Lot Owner in whose lot the cause of the damage originated.

- e) The foregoing shall also apply if the careless, negligent or inattentive acts of a Strata Lot Owner or Occupant causes damage outside the Strata Lot and the origination of the loss is anywhere on the premises.
- f) In the event that an Owner or Occupant or any member of their family or their guests, servants or agents causes damage to Common Property, Limited Common Property or Common Facilities, and the damage so caused gives rise to a valid claim under the Strata Corporation's insurance policy, the deductible of the Strata Corporation's policy relative to the loss shall be paid by the individual Strata Lot Owner.
- g) In the event that an Owner or Occupant or any member of their family or their guests, servants or agents causes damage to Common Property, Limited Common Property or Common Facilities and the damage so caused is not covered under the insurance in place, the Strata Lot Owner shall be held responsible for such loss and promptly reimburse the Strata Corporation for the full costs of repair or replacement.
- h) The only exception to the foregoing is where loss originates from the rupture or malfunction of a permanent public facility; supply line or sewer system that extends from Common Property into an individual unit, in which case the deductible of the Strata Corporation's insurance policy shall be the responsibility of the Strata Corporation. It is further agreed and understood that when any loss or damage originates from "Common Property" as defined in the Act and is not the responsibility of the Strata Lot Owner as previously defined, the deductible of the Strata Corporation's insurance policy shall then be the responsibility of the Strata Corporation.
- i) Damage to personal property of a Strata Lot Owner or Occupant, or their guests, servants or agents, or damage together with any upgrading, substituting, improvements or betterment to the unit that have been made or acquired by the present Owner from those originally installed shall be the responsibility of the Strata Lot Owner.

3.5 INSURANCE CLAIMS

- a) An owner of a strata lot shall be deemed to be responsible for any loss or damage, however caused, to a strata lot, or to common property or assets, or to limited common property, which arises totally from within his/her strata lot, up to the amount of the insurance deductible on the insurance policy maintained by the strata corporation, and shall reimburse the Strata Corporation for the cost of repairing or remedying the loss or damage up to the amount of the deductible.
- b) For the purpose of this Bylaw, any costs for which a strata lot owner is responsible shall be considered as an expense chargeable to the owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.
- c) An owner who fails to pay the cost of repair or remedying the loss or damage when due shall reimburse the Strata Corporation and save it harmless against any and all costs and expenses required to collect such reimbursement, whether by court action or other means and including council member or management costs associated with lost time from employment, strata management costs and legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.

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 last 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, and
 - 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 5.1, 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 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 subsection 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

8 REPAIR AND MAINTENANCE OF PROPERTY BY 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) 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, and
 - F) maintenance and landscaping of yards. (*Amended from the Developers Notice of Different Bylaws on December 28, 2007*)
- 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

9 COUNCIL SIZE

- 9.1 Subject to subsection 9.2 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.

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 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 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.
- 15.2 If a hearing is requested under subsection 15.1, the council must hold a meeting to hear the applicant within one month of the request.
- 15.3 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.

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 17.3, 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, and
- 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 two 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 COUNCIL'S POWERS AND DUTIES

- 20.1 Subject to subsections 20.2 to 20.4, 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 20.3
- 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 21.1, 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 22.1 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

(Amended at the Special General Meeting held on March 3, 2009)

23.1 The Strata Corporation may fine an owner or tenant a maximum of;

- a) \$200.00 for each contravention of a bylaw, and
- b) \$50.00 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 27.5 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.

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, and
 - n) terminate the meeting.

29 QUORUM FOR ADJOURNED MEETING

(Added at the Annual General Meeting held on September 28, 2009)

- 29.1 Notwithstanding *Section 48(3) of the Act* if within 15 minutes from the time appointed for an Annual or Special General Meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the eligible voters present in person or by proxy shall constitute a quorum.

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 - MARKETING ACTIVITIES BY OWNER DEVELOPER

31 DISPLAY LOT

- 31.1 During the time that the Owner Developer of the Strata Corporation is the first owner of any strata lot, it shall have the right to maintain any strata lot or strata lots whether owned or leased by it as a display unit and carry on all sales functions it considers necessary in order to enable it to sell the strata lots or to sell other condominium units developed by the Developer or a company or companies affiliated with the Developer. The Owner Developer shall also have the right, upon payment to the Strata Corporation of \$50.00 per annum on July 1 of each year, to place signs on the Common Property of the Strata Corporation advertising the sale of strata lots in the Strata Corporation or advertising the sale of strata lots in other developments developed by the Owner Developer or a company or companies affiliated with the Owner Developer. *(Amended from the Developers Notice of Different Bylaws on December 28, 2007)*

DIVISION 8 – ADDITIONAL BYLAWS

32 EXTERIOR APPEARANCE

(Added from the Developers Notice of Different Bylaws on December 28, 2007)

- 32.1 No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or limited common property or a strata lot without prior written approval by the strata council save and except for the signage permitted by the Owner Developer pursuant to Section 31 and the advertising for the resale or rental of a strata lot permitted pursuant to Section 33.9.
- 32.2 No awning, shade screen, smoke stack, satellite dish, radio or television antenna shall be hung from or attached to the exterior of a strata lot without prior written consent of the strata council.
- 32.3 No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, decks, patios, or other parts of a strata lot so that they are visible from the outside of the buildings. Visible deck or patio storage is prohibited.
- 32.4 Drapes or blinds visible from the outside of the building shall be neutral in colour.

33 ADDITIONAL PROVISIONS

(Added from the Developers Notice of Different Bylaws on December 28, 2007)

- 33.1 Any maintenance or alteration to a Strata Lot fire sprinkler or fire alarm system shall be carried out by the company retained by the strata corporation to maintain the building fire sprinkler and fire alarm system.
- 33.2 No item shall be brought onto or stored in a strata lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation or which will invalidate any insurance policy.
- 33.3 Mops or dusters of any kind shall not be shaken, and nothing shall be thrown out of any window, door, passage or other parts of the strata lot or the common property. No material substances, especially burning material such as cigarettes or matches shall be permitted to be dropped from any window, balcony, door, patio or other part of a strata lot or the common property.
- 33.4 No enclosures of limited common property or other structural alterations either to the interior of the strata lot or the exterior of the common property or changes in flooring materials shall be made, nor any other services altered or supplemented within any walls or on the common property without previous written approval by the Strata Corporation.
- 33.5 All grass, trees, paving and landscaping will be maintained by the Strata Corporation. Owners shall not impede access by maintenance personnel to their limited common property.
- 33.6 Owners are responsible for watering the landscaping within their limited common property. The costs for rectifying any damage to landscaping caused by a failure to water will be charged to the owner. Owners should make arrangements for watering during any prolonged absence.

- 33.8 An owner or resident shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on lawns or grounds so as to damage them or prevent growth.
- 33.9 No advertising for the resale or rental of a strata lot shall be permitted within the boundaries of the Strata Corporation other than specified herein without the prior consent of the strata council. The strata council shall provide for a central resale directory board adjacent to the entry where strata lot owners may advertise their strata lot for sale and the strata council shall ensure that individual resale signage is restricted to notification in such directory.
- 33.10 Owners shall refrain from causing unnecessary noise to other strata lots from any source including without limitation hard heeled footsteps, noise from kitchen sources, washing and drying machines, stereos and parties. Owners with hardwood floors shall substantially cover the traveled areas of their hardwood floor surfaces with area rugs in order to reduce noise to adjacent strata lots.
- 33.11 Where the Strata Corporation is required to enter a strata lot for the purpose of maintaining, repairing or renewing pipes, wires, cables and ducts for the time being existing in the strata lot and capable of being used in connection with the enjoyment of any other strata lot or the common property, the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the strata lot occasioned by such works and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.
- 33.12 Any owner of a strata lot who leases his lot without submitting a Form K in accordance with the *Strata Property Act* shall be liable to a fine of \$250.00 for every month or part thereof that a tenant is in occupancy of the lot and the Form K is not submitted.

34 BUSINESS

(Added at the Annual General Meeting held on September 28, 2009)

- 34.1 No Owner/Tenant or Occupant may conduct or be involved in any type of business enterprise within the Newmark Properties (rental and sales officers of the Strata Council and Strata Manager excluded) without written permission from the Strata Council. This type of business being that which is deemed necessary to allow the general public into or onto the common property or any strata lot. Yard sales and/or Garage Sales must also have the written permission of the Strata Council.

35 PARKING

(Added at the Annual General Meeting held on September 28, 2009)

- 35.1 Only vehicles with a current license and /or liability insurance in force shall be allowed in the parking areas. Abandoned vehicles are subject to being towed away at the vehicle owner's expense.
- 35.2 Unlicensed vehicles in the secure parkade or parking areas shall not be permitted unless the vehicle is displaying proof of current storage insurance confirmed by way of a form letter from the Strata Council signed by a council member identifying the necessary insurance is

on file. A copy of the proof of current liability insurance is to be forwarded to the Strata Council and a copy will be kept on file

- 35.3 No one shall park, or leave unattended, or cause to be parked or left unattended, any vehicle in such a position that it interferes or infringes upon other parking spaces, roadways, driveways and ramps.
- 35.4 An owner and or tenant or resident is responsible to keep his /her assigned parking stall clean of all debris.
- 35.5 While in the common parking area or roadways of the Newmark Building(s) all vehicles are to be driven in a safe and cautious manner, vehicle speed is not to exceed 10 kms/per hour. Use of vehicle horns is only permitted in order to prevent collision. Vehicles must keep to the right at all times.
- 35.6 When entering or leaving the underground parkade area, residents must wait for the security gate to close completely to prevent access by unauthorized vehicles.
- 35.7 All Guest vehicles parking on the property must have a Strata Lot Parking Pass, noting which Strata Lot Unit Number they are visiting, and this parking notice must be clearly visible on the dashboard of the vehicle.
- 35.8 All owners and tenants must remove remote control fobs from their vehicles if/when not in use.
- 35.9 Parking stalls shall only be used for vehicles less than 4,000 kg G.V.W. owned or leased by persons who are residents of the building or visitors of such residents. A resident shall use only the parking spaces assigned to his strata lot, save and except for private arrangements with other owners for the use of parking spaces assigned to such other owners. Assigned space(s) shall not be leased or rented to a non-resident. *(Added from the Developers Notice of Different Bylaws on December 28, 2007)*
- 35.10 The user of each parking space will be responsible for the cleaning of any excessive oil spills in the parking space. Continuous oil spills will result in prohibition from parking on common property until the vehicle is repaired. *(Added from the Developers Notice of Different Bylaws on December 28, 2007)*
- 35.11 Parking is only permitted in a designated parking space, and shall not reduce the width of an access driveway. Any vehicle which does not comply with this paragraph may be removed at the owner's expense. *(Added from the Developers Notice of Different Bylaws on December 28, 2007)*
- 35.12 Incoming vehicles have the right-of-way at the garage doors. Use of car horns upon entering, leaving or within the parking garage is prohibited. Vehicle lights must be used at all times in the parking garage when the vehicle is in motion. *(Added from the Developers Notice of Different Bylaws on December 28, 2007)*

36 SMOKING AND VAPING PROHIBITION

(Added at the Annual General Meeting held on September 28, 2009) (Amended at the Annual General Meeting held on October 28, 2021)

36.1 Smoking of any kind is not permitted:

- a) Inside all condominium strata lot units
- b) On limited common property, including patios and balconies; and
- c) On any part of the property that is common property or has been granted the exclusive use of common property.

37 SEASONAL DECORATIONS

(Added at the Annual General Meeting held on September 28, 2009)

37.1 Seasonal Decorations may only be installed after November 15th and must be removed no later than the second weekend in January.

38 PATIOS AND BALCONIES

(Added at the Annual General Meeting held on September 28, 2009)

38.1 Only electric barbeques and electric patio heaters are permitted for use or can be stored Inside all condominium strata lot units; on limited common property, including patios and balconies; and on any part of the property that is common property or has been granted the exclusive use of common property. No other type of BBQ or Patio Heater is permitted. *(Amended at the Annual General Meeting held on October 28, 2021)*

38.2 All garbage cans, boxes, cleaning equipment, ladders, furniture or miscellaneous parts or items of any kind must be kept in a storage locker or dwelling of the Owner or Tenant.

39 GARBAGE

(Added at the Annual General Meeting held on September 28, 2009)

39.1 Garbage must be put into the garbage containers provided at the back of the upper parking area.

39.2 Cardboard cartons must be flattened and placed through the slot in the container provided. Cardboard is not allowed to be stored on top of the container or surrounding area.

39.3 Owners and tenants are not allowed to leave garbage or refuse unattended in common areas.

39.4 Owners/ Tenants are to maintain the grounds by ensuring that their guests, visitors or invitees do not litter anywhere on the property.

39.5 Owners/ Tenants or Guests are not to discard cigarette butts or the like onto the grounds.

- 39.6 If an owner, tenant or guest is known to have abandoned large items such as furniture, mattresses or other large items, outside the dumpster bins or anywhere on common property, a fee of \$100.00 per occurrence will be charged to the owner's unit. *(Added at the Annual General Meeting held on September 24, 2014)*

40 PETS

- 40.1 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.
- 40.2 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, or
 - c) one dog or one cat.
- 40.3 Dogs and cats are allowed to be kept as household pets. *(Added at the Annual General Meeting held on September 28, 2009)*
- 40.4 Should pets defecate anywhere on the property, the Owner/Tenant shall immediately clean up the mess and dispose of the waste in a suitable manner. *(Added at the Annual General Meeting held on September 28, 2009)*
- 40.5 Pets must always be on a leash no longer than 3 meters in length and controlled by their owners while on the property. *(Added at the Annual General Meeting held on September 28, 2009)*
- 40.6 Pets are not allowed to be chained outdoors or left unattended on patios. *(Added at the Annual General Meeting held on September 28, 2009)*
- 40.7 Dogs are not permitted to stand at full maturity at a height greater than 12" (twelve inches) from the ground to the shoulder joint. *(Added at the Annual General Meeting held on September 28, 2009)**

*It was noted that this amendment to the Bylaw would not affect dogs already living at the Newmark. However, any dogs that move in to the Newmark after Oct 1, 2010 are subject to this bylaw restriction.

- 40.8 The owners of pets shall be fully responsible for their behavior within the common property. If a pet is deemed to be a nuisance by the strata council, it shall be removed from the Strata Corporation within thirty (30) days. Strata Lot owners are responsible for advising their visitors of the rules concerning pets and will be responsible for any clean-up or damage repair caused by their guests' pets. No owner or resident shall feed pigeons, seagulls, crows, starlings and other large birds from any strata lot or the common property. *(Added from the Developers Notice of Different Bylaws on December 28, 2007)*

41 FEEDING WILD ANIMALS AND BIRDS

(Added at the Annual General Meeting held on September 28, 2009)

- 41.1 Feeding all wild animals and birds is prohibited on Newmark Property and bird feeders can not be installed on the site.

42 MOVE IN /MOVE OUT

(Added at the Annual General Meeting held on September 28, 2009)

- 42.1 Owners and Tenants must inform the Strata Corporation's Agent as to the date and time the Move In or/and Move out will take place. All furnishings, boxes and belongings must be moved in or out through the entrance of the buildings utilizing the elevators where necessary. No exceptions to this rule. No furnishings, boxes, and or belongings of the resident may be removed through /over balconies or patios.
- 42.2 A Non-refundable \$75.00 Move-in fee (cash or guaranteed funds) is required. If damage has occurred, as a result of a move, in excess of the fee, the cost of related repairs will be assessed to the individual Strata Lot owner. *(Added at the Annual General Meeting held September 24, 2014)*

43 SECURITY

(Added at the Annual General Meeting held on September 28, 2009)

- 43.1 Owners and tenants entering or leaving the underground parking areas must wait for the gate to fully close behind them before proceeding away from the gate to prevent entry by unauthorized persons. *(Amended at the Annual General Meeting held on September 29, 2016).*
- 43.2 Owners are entitled to change their locks as they deem necessary.
- 43.3 Replacement fobs must be paid for at time of purchase by cash or guaranteed funds. *(Added at the Annual General Meeting held on September 24, 2014)*

44 VIDEO SURVEILLANCE AND FOB MONITORING

(Added at the Annual General Meeting held on October 28, 2019)

- 44.1 The common property of the Strata Corporation is subject to video surveillance and an electronic access control system (hereinafter referred to as "FOB monitoring system") for recording the activities of owners, tenants, occupants, guests, and the general public
- 44.2 Notices will be posted advising the public of ongoing video recording.
- 44.3 The video surveillance and FOB monitoring system will operate 24 hours per day, seven days per week and will be used to record all activities in the specified areas of the Strata Corporation for the purpose of obtaining usable evidence of:
- a) illegal acts
 - b) serious infractions of the bylaws or rules of the Strata Corporation, including those which relate to the safety and security of the building and its occupants
 - c) the cause of any damage to property or any other loss or damages

- d) the verification of identify of persons responsible and potential witnesses
- 44.4 The information collected may be used as evidence of illegal acts, serious bylaw or rule infractions, or may be used as evidence to determine responsibility for injury, damage to property, or other facts at issue in Court, Arbitration, Civil Resolution Tribunal or any other hearing or dispute resolution proceedings.
- 44.5 The video surveillance recording system as outfitted from time to time will include a number of cameras and a central recording system which will be kept in a secure locked location and will be password protected for access only by the Strata Manager, Resident Manager, security service contractor (if any), and current members of Council.
- 44.6 The recordings will be stored by the digital recording device and may be saved indefinitely, transferred to permanent storage media, or overwritten as new data is stored on the device - all in accordance with the purposes of this bylaw.
- 44.7 Recorded data which is no longer required for any valid purpose must be securely destroyed after 7 days unless:
- a) A copy of the recording was provided to a third party, in which case it must be retained indefinitely
 - b) The Strata Council decides to preserve recordings from a specific incident or series of incidents and that decision is recorded in the minutes. Such a decision must record the period of time for which the recordings will be preserved.
- 44.8 No owners, third parties or other person will be entitled to view or receive a copy of video surveillance recordings, except as contemplated by this bylaw or by PIPA requirements.
- 44.9 The video recordings and FOB monitoring system records may be accessed or disclosed only under the following circumstances
- a) Review may be conducted at any time by the Resident Manager, any current Strata Council member, the Strata Manager, or by the security service contractor (if any) in furtherance of their legitimate duties to the Strata Corporation.
 - b) A copy may be made, retained and used internally with respect to any time period, incident or series of incidents, as directed by majority vote of the Strata Council in furtherance of their legitimate duties to the Strata Corporation as determined in the sole discretion of the Strata Council.
 - c) Disclosure of a copy must be made pursuant to a Court Order, valid Notice to Produce, Subpoena, Warrant or equivalent authorization - in accordance with the terms of the authorizing document.
 - d) By any person making a request to review or obtain a copy of that person's own personal information as recorded by the surveillance system, provided that the consent of any other individuals recorded are obtained.

- e) A copy may be made, kept, used and/or disclosed to a third party if the Strata Council determines by majority vote that disclosure is consistent with the purpose of this bylaw, and is in the best interests of the Strata Corporation or any owner or occupant.
 - f) Without limiting any of the foregoing, a recording or a copy of a recording may be made, retained, used and/or disclosed if the Strata Council determines by majority vote that the copying, retention, use or disclosure is permitted or required by law
 - g) Without limiting any of the foregoing, a recording or a copy of a recording may be made, retained, used and/or disclosed if the Strata Council determines by majority vote that the copying, retention, use or disclosure is necessary to preserve the interests of the Strata Corporation or any owner, tenant or occupant by advancing a criminal or regulatory complaint, a civil claim or an insurance claim.
 - h) Recordings or copies of recordings disclosed to a third party pursuant to this bylaw may be used, retained and disclosed by other parties in accordance with their privacy policies.
- 44.10 Any party requesting an appointment to review or copy any recording for any purpose other than a purpose of the Strata Corporation is responsible to pay in advance the fees charged by the strata management agent related to that request regardless of whether the review provides the data requested or not. The Strata Corporation is not required to review or copy the video surveillance recordings if the person making the request refuses to pay the costs as outlined above, absent a Warrant, Court Order Subpoena, valid Notice to Produce or similar requirement binding upon the Strata Corporation.
- 44.11 A log will be kept by the Strata Corporation to record any person who accesses, reviews or copies any recording, including the date and time of access, the full name of the person accessing the recording, the date and time of the recording, the purpose of access and whether or not a copy was obtained.
- 44.12 In installing and/or maintaining the system described herein, the Strata Corporation makes no representation or guarantees that the system will be fully operational at all times. The strata corporation is not responsible or liable to any owner, tenant, occupant or visitor in any capacity (including a failure to maintain, repair, replace locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by the system.

45

NO OPEN FLAMES

(Added at the Annual General Meeting held on October 28, 2021)

- 45.1 No open flame sources are permitted within a strata lot, on limited common property or common property.

ELECTRONIC GENERAL MEETINGS

(Added at the Annual General Meeting held on October 28, 2021)

- 46.1 The strata corporation may hold annual or special general meetings by electronic means, (including special general meetings demanded by 20% of the strata corporation's votes pursuant to section 43 of the Act), including by telephone conference call, video conferencing or any other electronic means, so long as all authorized participants and eligible voters may communicate with each other during the meeting either through an electronic platform or teleconference.
- 46.2 If an annual or special general meeting is held by electronic means, eligible voters are deemed to be present in person or by proxy.

END OF BYLAWS