

1. Contact

Gateway Property Management
400-11950 80th Avenue
Delta BC V4C 1Y2
(604) 635-5000

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

Form-I Amendment to Bylaws

3. Description of Land

PID/Plan Number

Legal Description

EPS522

THE OWNERS STRATA PLAN EPS522

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

**Stephen
Frederick Graf
9GUZXX**

Digitally signed by
Stephen Frederick Graf
9GUZXX
Date: 2021-05-05
11:44:21 -07:00

Strata Property Act
FORM I
AMENDMENT TO BYLAWS
(Section 128)

The Owners, **EPS 522 "The 834"** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with *Section 128* of the *Strata Property Act* at an Annual or Special General Meeting held on **March 29, 2021*** [month day, year]

3/4 Vote Resolutions

Bylaw Amendments

[See Attachment]



Signature of Council Member



Signature of Second Council Member

* Section 128 (3) of the Act provides that an Amendment to Bylaws must be filed in the land title office within 60 days of the amendment being approved.

¾ VOTE RESOLUTION 5

STRATA PLAN EPS 522

¾ VOTE RESOLUTION 5 – BYLAW AMENDMENTS

WHEREAS pursuant to s. 128 of the Act provides that in the case of a strata plan composed of both residential and nonresidential strata lots, amendments to bylaws must be approved at an annual or special general meeting, in the case of a strata plan composed of both residential and nonresidential strata lots, by both a resolution passed by a ¾ vote of the residential strata lots and a resolution passed by a ¾ vote of the nonresidential strata lots.

BE IT RESOLVED by a ¾ vote of the residential strata lots and a ¾ vote of the non-residential strata lots, that the bylaws of The Owners, EPS 522 (the “Strata Corporation”) be amended as follows:

- (1) by repealing all the registered bylaws, except the Pet Bylaw which is hereby amended, and replacing the repealed bylaws with the bylaws attached hereto as Schedule “A”;

SCHEDULE OF BYLAWS

The Owners, Strata Plan EPS 522

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SCHEDULE OF BYLAWS

The Owners, Strata Plan EPS 522

These bylaws repeal and replace all previously filed bylaws except the pet bylaw which is hereby amended. The Schedule of Standard Bylaws in the *Strata Property Act* (the “Act”) is disappplied.

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

1. **Definitions**

- (1) In these Bylaws, the following terms have the following meanings:
 - (a) **“Apartment Strata Lot”** means strata lots 4 through 115; and
 - (b) **“Live/Work Strata Lot”** means strata lots 1 through 3.

2. **Payment of strata fees**

- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate. An owner must pay a special levy on the date or dates noted in the resolution authorizing the special levy. If an owner fails to pay strata fees or a special levy at the required time the strata corporation may charge interest at the rate of 10% per annum compounded annually.
- (2) If the strata corporation incurs legal or other costs in order to collect strata fees or special levies in relation to a strata lot, the owner of the strata lot will be responsible to reimburse the strata corporation for the full amount of the costs incurred by the strata corporation.
- (3) Without limiting any other right or remedy of the strata corporation, the strata corporation may charge a fine of \$50.00 each time an owner fails to pay strata fees or a special levy.

3. **Repair and maintenance of property by owner**

- (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.
- (3) Without limiting the generality of Bylaw 3(2), an owner, occupant, or tenant will prevent the accumulation of dirt, debris or mildew on a balcony, patio, or deck.
- (4) Without limiting the generality of Bylaw 3(2), an owner, occupant, or tenant of a Live/Work Strata Lot will:

- (a) maintain all plants in the landscaping planters on the limited common property patio for the use of that Live/Work Strata Lot; and
 - (b) clean the pony wall and the limited common property patio and for the use of that Live/Work Strata Lot, including to clear any garbage or debris
- (5) An owner, occupant, or tenant who cleans a balcony, patio, or deck will do so in a manner that does not cause inconvenience to neighbouring residents. Without limiting the generality of the foregoing, no owner, occupant, or tenant will cause water to flow over a balcony, patio, or deck.
- (6) An owner will promptly do all work that is ordered by a local authority in respect of his strata lot.

4. **Use of property**

- (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, disturbance, or hazard to another person;
 - (b) causes unreasonable or repetitive 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 contrary to any statute, ordinance, bylaw, regulation or order of any government or public authority; 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, 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. An owner shall indemnify and save harmless the strata corporation from and against any and all manner of actions, causes of action, damages, costs, loss, or expenses of whatever kind (including without limitation actual reasonable legal fees) which the strata corporation may sustain, incur, or be put to by reason of or arising out of:
- (a) damage for which an owner or his, her, or its guests are responsible;
 - (b) without limiting the generality of Bylaw 4(2)(a), any act or omission of the owner or his, her or its guests; or
 - (c) the non-observance or violation by the owner or his, her or its guests, of the Act, Regulations, bylaws, or rules.

- (3) No owner, tenant, or occupant shall leave or store any items on the common property, other than in a storage locker assigned to the strata lot occupied by the owner, tenant, or occupant, if applicable.
- (4) Without limiting the generality of Bylaw 4(3), no owner, tenant, or occupant will leave or store a shopping cart on the common property.
- (5) An owner shall maintain his strata lot in a good and clean condition.
- (6) An owner, occupant, or tenant will not:
 - (a) use a strata lot for any purpose that encourages loitering by persons in or about the strata lot or common property;
 - (b) obstruct or use the sidewalks, walkways, passages, or driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
 - (c) shake any mops or dusters of any kind, or throw refuse out of the windows or doors or from the balcony, patio, or deck of a strata lot;
 - (d) do anything that will unreasonably increase the risk of fire or the rate of insurance on the building or any part thereof;
 - (e) permit a condition to exist within a strata lot that will result in the waste or excessive consumption of the building's domestic water supply or heated water;
 - (f) allow a strata lot to become unsanitary or a source of odour;
 - (g) feed, or permit any resident of or visitor to a strata lot to feed pigeons, gulls or other birds, squirrels, rodents or other animals from the strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in his strata lot pursuant to these bylaws and any rules made by the strata corporation from time to time, which pet shall be fed only in his strata lot;
 - (h) use or install, or permit any resident of or visitor to a strata lot to use or install, in or about the strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, or hard surface flooring, except those installations approved in writing by the council;
 - (i) erect on or fasten to, or permit any resident of or visitor to a strata lot to erect on or fasten to, the strata lot, the common property or any limited common property any television or radio antenna, dish or similar structure or appurtenance thereto;

- (j) give any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than another resident of or a visitor to the owner's strata lot; or
 - (k) use or install a hot tub, jacuzzi, spa, whirlpool or swirlpool on a balcony, terrace, deck, or patio of the strata lot or any area in the limited common property or the common property;
- (7) No owner, tenant, or occupant will install in a strata lot any window covering which appears from the exterior of the strata lot to be any colour other than grey, or any style other than horizontal blinds.
- (8) No owner, tenant or occupant shall place or store on his, her or its patio, deck, or balcony any indoor/outdoor carpeting, goods, chattels, laundry, clothing, bedding, or other objects, which are visible from another a strata lot or common property, provided that an owner, tenant, or occupant may place the following on his, her or its patio, deck, or balcony:
- (a) self-contained planter boxes, either free-standing or securely fastened to the inside of a balcony railing;
 - (b) outdoor patio furniture; and
 - (c) a barbecue, hibachi, or like cooking device in accordance Bylaw 4(9).
- (9) No owner, tenant, or occupant shall use a barbecue, hibachi, or like cooking device unless:
- (a) the barbecue, hibachi, or like cooking device is fueled by electricity, propane, or natural gas;
 - (b) the barbecue, hibachi, or like cooking device is used and maintained in a safe manner and in accordance with the manufacturer's recommendations; and
 - (c) the barbecue, hibachi, or like cooking device does not cause any damage, and without limiting the generality of the foregoing, the barbecue shall not be less than 2 feet from any part of any building.
- (10) Notwithstanding Bylaw 4(8)(a), no owner, tenant, or occupant will install a hanging plant or basket within one foot of a balcony railing line.
- (11) Owners, tenants, occupants, and visitors must ensure when entering and exiting the building that all locked entranceways are securely closed after use.

5. **Smoking**

- (1) Without limiting the generality of Bylaw 4(1), no owner, tenant, occupant, or visitor shall smoke or use a cigarette, cigar, pipe, e-cigarette, marijuana or other substance:

- (a) on any part of the common property, or land that is a common asset, including without limiting the generality of the foregoing, hallways, stairways, walkways, the lobby, the amenities room, storage rooms, or the parking garage;
- (b) on limited common property, including without limiting the generality of the foregoing, balconies, patios, and decks;
- (c) in a strata lot; or
- (d) in any manner whatsoever that may:
 - (i) unreasonably interfere with the ability of any person to use and enjoy the common property, limited common property, or a strata lot;
 - (ii) cause a nuisance to any person, including but not limited to nuisance from smoke or odours;
 - (iii) constitute a fire hazard; or
 - (iv) constitute a health risk to any person.

6. Marijuana

- (1) No owner, tenant, or occupant will grow or cultivate marijuana plants within a strata lot, common property, or limited common property.

7. Pets

- (1) An owner, tenant or occupant must not keep any pets on a strata lot other than the following:
 - (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds; and
 - (d) no more than:
 - (i) two dogs; or
 - (ii) two cats; or
 - (iii) one dog and one cat.
- (2) No later than 30 days after bringing a pet into a strata lot, an owner, occupant or tenant shall give written notice to the council of:
 - (a) the name, weight, breed, colour, and sex of the pet;

- (b) the strata lot number;
 - (c) the name and phone number of the person who is primarily responsible for the pet; and
 - (d) the license number of the pet, if the pet is required to be licensed.
- (3) An owner must not keep exotic pets, including but not exhaustively, snakes, reptiles, spiders or large members of the cat family.
 - (4) 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.
 - (5) All pets shall be kept under the control of the owner, tenant or occupant at all times while on common property and must not interfere with or damage the common property or interfere with the use and enjoyment of the common property by other owners, tenants and occupants.
 - (6) A strata lot owner must assume all liability for all actions by a pet kept on the owner's strata lot, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
 - (7) An owner of a pet shall not permit the pet to urinate or defecate on the common property and the owner of the pet shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means. An owner who fails to remove a pet's waste will be responsible for all costs incurred by the strata corporation to remove the waste and/or repair the common property as well as for any fines that may be levied by the council.
 - (8) An owner of a pet shall not permit the pet to cause a nuisance to any resident or permit the pet to disturb any other owner, tenant or occupant due to barking, howling or the making of other noise.
 - (9) If the council receives a complaint about a pet, a bylaw enforcement hearing will be held in accordance with the provisions of the Act. At the end of the hearing, the council may take no action, fine the owner, require the person to pay the costs of remedying the contravention or order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed. The owner of the pet will be advised about the outcome of the hearing in writing.

8. Rentals

- (1) Within two weeks after renting all or part of an Apartment Strata Lot, an owner must provide the strata corporation with a copy of the Form K – Notice of Tenant's Responsibilities signed by the tenant.
- (2) A strata lot rented in accordance with this bylaw cannot be subleased.

- (3) No owner will rent a strata lot or permit a strata lot to be rented for a period less than 30 consecutive days.

9. Restriction on use of Apartment Strata Lots

- (1) No owner, tenant or occupant will for any reason grant a license to any person to occupy an Apartment Strata Lot for the purpose of short term accommodations, temporary accommodations, or vacation rentals for a period less than 30 consecutive days. Without limiting the generality of the foregoing, no owner, tenant or occupant will license an Apartment strata lot under any of the following arrangements for a period less than 30 consecutive days:
 - (a) as a motel, hotel, inn, hostel, or bed and breakfast, or other similar accommodations;
 - (b) as a boarding house, home stay, or student housing;
 - (c) through any website designed for booking short term accommodations, temporary accommodations or vacation rentals, including but not limited to www.Airbnb.com, www.vrbo.com and other similar websites;
 - (d) through any app designed for booking short term accommodations, temporary accommodations or vacation rentals;
 - (e) through any other person, agency, or organization which makes arrangements for, or which itself reserves, short term accommodations, temporary accommodations, or vacation rentals; or
 - (f) at a nightly or weekly rate.

10. Inform strata corporation

- (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.

11. Obtain approval before altering a strata lot

- (1) An owner must obtain the written approval of the council before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;

- (d) doors, windows or skylights on the exterior of a building or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) wiring, plumbing, piping, heating, air conditioning, and other similar services; and
 - (h) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (2) The council must not unreasonably withhold its approval under subsection 11(1), but may require one or more of the following as a condition of its approval:
- (a) that the owner agree in writing to take responsibility for any expenses relating to the alteration; and
 - (b) that the owner provide to the strata corporation a written alteration and indemnity agreement on terms required by the council.

12. Obtain approval before altering common property

- (1) An owner must obtain the written approval of the council before making an alteration to common property, including limited common property, or common assets.
- (2) Without limiting the generality of Bylaw 12(1) an owner must obtain the written approval of the council before making alterations to:
- (a) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (b) landscaping or irrigation; or
 - (c) fences, railings or similar structures that enclose a patio, balcony or yard.
- (3) The council may require one or more the following as a condition of its approval:
- (a) that the owner agree in writing to take responsibility for any expenses relating to the alteration; and
 - (b) that the owner provide to the strata corporation a written alteration and indemnity agreement on terms required by the council.

13. Alterations to a strata lot or common property

- (1) Owners who undertake alterations in accordance with these bylaws will comply with the terms and conditions of the alteration and indemnity agreement, and must:

- (a) ensure all alterations are carried out in accordance with the design approved by the council or its duly authorized representative;
 - (b) ensure that the standard of quality of work and materials of the alteration shall be no less than the existing structures;
 - (c) ensure that contractors and subcontractors hired obtain and maintain coverage with Worksafe BC and comply with the provisions of the *Workers Compensation Act*; and
 - (d) indemnify and save harmless the strata corporation for any action, damages, costs, loss or expense of whatever kind which the strata corporation may sustain in connection with the alteration.
- (2) Owners who undertake alterations in accordance with these bylaws will:
- (a) give the council two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials;
 - (b) cause all tradespersons to be licensed and bonded;
 - (c) not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers;
 - (d) ensure that the delivery of any construction materials is through the parking lot and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings. An owner must not permit any renovations/alterations materials to be delivered through the main lobby;
 - (e) on each day that the alterations are taking place, install and remove drop cloths between the elevators and the strata lot as well as between other doors to protect common areas from any spillage or dripping; and
 - (f) regularly clean and vacuum any stairs, lobbies, corridors, and paths through the parking areas that are affected by the alterations.
- (3) An owner must ensure that the hours of work for alterations are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays.
- (4) Notwithstanding Bylaw 13(3), no owner will cause or permit alterations to be performed on a statutory holiday in British Columbia, except with advance written approval from the council, provided no less than five business days before the day.
- (5) The owner will be responsible to obtain the applicable building or other permits at the owner's expense prior to commencing the work, and obtaining such permits is a condition of the council's approval. The owner will provide copies of such permits to the council promptly upon receipt.

- (6) Owners who undertake alterations in accordance with these bylaws, and subsequent owners, are responsible for all costs relating to:
 - (a) the maintenance and repair of the alterations;
 - (b) the effects on all adjacent strata lots or common property; and
 - (c) the effects of rain and weathering, staining, discoloration.
- (7) The council may maintain, repair, or remove alterations to common property if in the opinion of the council:
 - (a) the alterations are not maintained or repaired; or
 - (b) the alterations are damaged.

All costs incurred in the maintenance, repair, and/or removal will be charged to the owner of the strata lot and are his responsibility.

- (8) On the sale of a strata lot, owners must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent owner refuses to sign an agreement with the strata corporation, if required by the council, the alteration may be removed by the council and the cost of the removal will be charged to the new owner.
- (9) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the council.
- (10) The council reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations. The council may include specified supervision or inspection as a requirement of approval.
- (11) Any alteration to a strata lot or to common property that has not received the prior written approval of council must be removed at the owner's expense if the council orders that the alteration be removed.

14. **Flooring**

- (1) In this bylaw, "**Hard Flooring**" means any material other than carpet and includes hardwood, laminate, tile, slate, bamboo and cork;
- (2) No owner shall install Hard Flooring in a strata lot except with written consent from the strata corporation.
- (3) An owner who proposes to install Hard Flooring in a strata lot shall make a written application to the strata corporation, and shall provide the following information to the strata corporation:
 - (a) a detailed description of:
 - (i) the proposed method of installation;

- (ii) the type of Hard Flooring to be used; and
- (iii) the type of underlay to be used;

including the Sound Transmission Class and the Impact Insulation Class ratings;
and

- (b) any other information required by the strata corporation.
- (4) The council shall not grant consent pursuant to Bylaw 14(2), unless the council is satisfied that the proposed method of installation and materials to be used are of a nature and quality that would ensure that the Hard Flooring would not create unreasonable noise or constitute a nuisance to any other owner, occupant, or tenant.
- (5) An owner who installs Hard Flooring shall:
- (a) cause the Hard Flooring to be installed in the manner set out pursuant to Bylaw 14(3)(a), and in strict accordance with the manufacturer's recommendations or specifications; and
 - (b) comply with the provisions of Bylaws 11, 12 and 13.
- (6) An owner, tenant, or occupant shall do all things as are required to limit the transmission of noise in a strata lot in which Hard Flooring has been installed, including without limiting the generality of the foregoing:
- (a) not wearing shoes in a strata lot; and
 - (b) at the request of the council, causing no less than 60% of the Hard Flooring to be covered by area rugs at all times.

15. **Permit entry to strata lot**

- (1) In this bylaw, the following terms shall have the following meanings:
- (a) **"Entry Infraction"** includes the following circumstances:
 - (i) where an owner, tenant or occupant denies, impedes, or interferes with access to a strata lot in contravention of Bylaw 15(2)(a); or
 - (ii) where an owner, tenant or occupant denies, impedes, or interferes with access to a strata lot in contravention of Bylaw 15(2)(b), and such contravention continues for 7 days following notice of such contravention by the strata corporation to the owner.
 - (b) **"Forcible Entry"** means any right or action of the strata corporation in accordance with Bylaw 15(5); and
 - (c) **"Forcible Entry Costs"** means all costs incurred by the strata corporation in exercising its rights pursuant to Bylaw 15(5), such costs to include but not be limited to:

- (i) all costs to retain trades people, including but not limited to bailiff and locksmith fees and charges;
 - (ii) all costs to restore the common property or strata lot to the condition that existed prior to the Forcible Entry; and
 - (iii) all legal fees and disbursements on a solicitor and own client basis incurred in connection with any court proceedings.
 - (2) An owner, tenant, or occupant, shall allow a person authorized by the strata corporation to enter a 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:
 - (i) 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; or
 - (ii) ensure compliance with the Act and the bylaws.
 - (3) The notice referred to in Bylaw 15(2)(b) above shall include the date, approximate time of entry, and reason for entry.
 - (4) Any notice permitted or required pursuant to this bylaw shall be given in accordance with Section 61 of the Act.
 - (5) Without limiting the rights of the strata corporation pursuant to the bylaws, the Act, the Regulations, or at law, if an owner, tenant, or occupant commits an Entry Infraction, the strata corporation may do any of the following without further notice to the owner, tenant, or occupant:
 - (a) use such reasonable force and assistance as the strata corporation may deem advisable in order to enter the strata lot, and in doing so neither the strata corporation or the council nor their agents will be liable for any costs, damages, actions, or claims whatsoever, including but not limited to:
 - (i) property damage;
 - (ii) damage sustained by any person, including without limiting the generality of the foregoing, an owner, tenant, or occupant; or
 - (iii) an action for trespass;
- with respect to the Forcible Entry, and without limiting the generality of the foregoing, the strata corporation shall have no obligation to restore the strata lot; and

- (b) apply to a court of competent jurisdiction for any relief by way of order, injunction, decree or otherwise that may be appropriate to protect the interests of the strata corporation.
- (6) An owner shall immediately upon notice from the strata corporation, deliver to the strata corporation the Forcible Entry Costs applicable to a Forcible Entry to that owner's strata lot, whether or not such Forcible Entry resulted from a breach by the owner, or the owner's occupant, or tenant.
- (7) Without limiting the generality of Bylaw 15(6) an owner shall indemnify and save harmless the strata corporation from and against any and all manner of actions or causes of action, damages, costs, loss, or expenses of whatever kind which the strata corporation may sustain, incur, or be put to by reason of or arising out of:
 - (a) Forcible Entry; or
 - (b) an Entry Infraction.

16. Indemnification and insurance deductible

- (1) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or a strata lot for which the owner, or any member of his or her family or tenant or their guests, servants, agents or invitees is responsible but only to the extent that such expense is not met by the proceeds of insurance carried by the strata corporation.
- (2) In the event that loss or damage occurs to common property, limited common property, common assets or any strata lot that gives rise to a valid claim under the strata corporation's insurance policy, the owner shall reimburse the strata corporation for the deductible portion of the insurance claim if the owner or any member of his or her family or tenant or their guests, servants, agents or invitees is responsible for the loss or damage that gave rise to the claim.
- (3) Where an owner, tenant, occupant or visitor does or permits anything to be done that is illegal or for any reason invalidates the strata corporation's insurance, the owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement of any damage to the common property, limited common property, common assets or strata lots.
- (4) 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.
- (5) 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 actual reasonable legal fees, taxes, disbursements and other related expenses.

Division 2 – Powers and Duties of Strata Corporation

17. Repair and maintenance of property by strata corporation

- (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; and
 - (E) fences, railings and similar structures that enclose patios, balconies and yards.
 - (d) a strata lot, but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) patios, 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

18. Council size and membership

- (1) The council must have at least 3 and not more than 7 members.
- (2) An owner will not be entitled to be elected to council or continue to stand on council if the strata corporation is entitled to register a lien against that strata lot under section 116 of the Act.

19. Council members' terms

- (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 reelection.

20. Removing council member

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

21. Replacing council member

- (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 20% 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.

22. Officers

- (1) At the first meeting of the council held after each annual general meeting of the strata corporation, at which the council is elected, the council must elect, from among its members, a president, a vice president, a secretary, a treasurer and a privacy officer.

- (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) The council may remove an officer by a majority vote of the council.
- (5) The privacy officer is responsible to ensure that the strata corporation complies with the *Personal Information Protection Act*.
- (6) 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.

23. Calling council meetings

- (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.

24. Quorum of council

- (1) A quorum of the council is:
 - (a) 2, if the council consists of 3 or 4 members;
 - (b) 3, if the council consists of 5 or 6 members; and
 - (c) 4, if the council consists of 7 members.

- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

25. Council meetings

- (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 25(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.

26. Voting at council meetings

- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) 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.

27. Council to inform owners of minutes

- (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.

28. Delegation of council's powers and duties

- (1) Subject to subsections 28(2) and 28(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 28(3).
- (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.
- (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;
 - (c) whether a person should be required to pay the reasonable costs of remedying a contravention of the bylaws or rules; or
 - (d) whether an owner should be exempted from a bylaw that prohibits or limits rentals.

29. Spending restrictions

- (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 29(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.

30. Limitation on liability of council member

- (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 30(1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- (3) All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

Division 4 – Enforcement of Bylaws and Rules

31. Maximum fine

- (1) The strata corporation may fine an owner or tenant a maximum of:

- (a) \$1,000 for the contravention of Bylaw 9;
- (b) \$200 for the contravention of any other bylaw; and
- (c) \$50 for the contravention of a rule.

32. Continuing contravention

- (1) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, the strata corporation may impose fines as follows:
 - (a) for the breach of Bylaw 9, on daily basis; and
 - (b) for a breach of any other bylaw, every 7 days.

33. Indemnification for legal fees

- (1) An owner shall indemnify and save harmless the strata corporation for any legal and administrative expenses including actual legal costs incurred or expended by the strata corporation as a result of the strata corporation taking steps to enforce its bylaws and rules.

Division 5 – Annual and Special General Meetings

34. Quorum

- (1) Quorum for an annual or special general meeting shall be the eligible voters holding 1/3 of the strata corporation's votes present in person or by proxy.
- (2) If at the time appointed for a general meeting, a quorum is not present:
 - (a) a meeting held pursuant to section 43 of the Act is cancelled; and
 - (b) for a meeting held other than pursuant to section 43 of the Act, the persons present in person or by proxy and entitled to vote at any time during the meeting shall constitute a quorum.

35. Electronic Attendance

- (1) Attendance by persons at an annual or special general meeting may be by telephone or other electronic means if such method permits all persons participating in the meeting to communicate with each other during the meeting.
- (2) Proxy holders who attend electronically must submit the signed proxy to the strata corporation for certification by fax or PDF, as required by the council, at least 48 hours prior to the time appointed for the general meeting.

36. Person to chair meeting

- (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.

37. Participation by other than eligible voters

- (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.

38. Voting

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters not attending electronically.
- (2) At an annual or special general meeting, a vote is decided in respect of:
 - (a) those attending in person by:
 - (i) show of voting card;
 - (ii) ballot; or
 - (iii) roll call, or some other method as directed by the chair.
 - (b) those attending electronically by:
 - (i) verbal communication; or
 - (ii) email or text if permitted by the chair.
- (3) If a precise count is requested, the chair must decide how the vote will be counted taking into account the presence, if any, of persons attending electronically.
- (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) 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, except that those attending electronically may be required to verbally communicate their vote or email or text their vote to a person identified by the chair if the chair permits a vote by email or text.
- (7) An owner will not be entitled to vote at a general meeting except on matters requiring a unanimous vote if the strata corporation is entitled to register a lien against the strata lot under section 116 of the Act.

39. Order of business

- (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.
- (2) Despite subsection (1), the order of business at an annual or special general meeting may be amended by a majority vote resolution passed at the same meeting.

Division 6 – Voluntary Dispute Resolution

40. **Voluntary dispute resolution**

- (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 – Small Claims

41. **Small claims actions**

- (1) Pursuant to section 171 of the Act, the council, on behalf of the strata corporation, may commence a proceeding under the *Small Claims Act* against an owner or other person to collect money owing to the strata corporation without further authorization from the strata corporation. The council may commence the proceedings to collect monies owing to the strata corporation for any reason, including but not limited to monies owing by an owner or tenant for a fine or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim. The council has full authority to negotiate a settlement or discontinue or dismiss the action.

Division 8 – Severability

42. **Severability**

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

context requires. The terms “resident” or “residents” refer to those individuals residing in the building, whether as owners, tenants or other occupants.

Division 9 – Live/Work Strata Lots

43. **Signage and displays for Live/Work Strata Lots**

- (1) No owner, tenant, or occupant will install or display a sign in or on a Live/Work Strata Lot, except with written approval from the council.
- (2) At the time that an owner of a Live/Work Strata Lot makes a request for approval pursuant to Bylaw 43(1), the owner will provide to the council:
 - (i) plans and drawings showing the location, size, dimensions, and design of the sign; and
 - (ii) any other documents, plans, materials, or information requested by the council.
- (3) The council will not consent to a sign request from the owner of a Live/Work Strata Lot unless:
 - (a) the council in its discretion is satisfied that the design of the sign, including but not limited to the appearance, size, design, construction, materials, colours, placement and size are of a good quality and are consistent with other signs approved by the council pursuant to this bylaw; and
 - (b) the sign:
 - (i) complies with all applicable statutes, laws and bylaws; and
 - (ii) has been approved by the City of Victoria, if required.
- (4) An owner, occupant or tenant who displays or permits a sign to be displayed in accordance with this bylaw will:
 - (a) at all times and at its cost, repair and maintain the sign in good condition; and
 - (b) obtain and maintain insurance in such form and such amount as would a reasonable owner.
- (5) The owner of a Live/Work Strata Lot may install displays in its strata lot which is visible from the exterior of the strata lot, provided such displays are of professional display quality, face the windows, are constructed from new materials and are maintained in first class condition.

44. **Awnings and exterior alterations for Live/Work Strata Lots**

- (1) The owner of a Live/Work Strata Lot will be permitted to install awnings within and attach the same to the common property around the outside perimeter of the

Live/Work Strata Lot which faces the city street, on the condition that the plans for such awnings:

- (a) have received the written approval of the council, acting reasonably;
 - (b) have received any approvals required from applicable governmental authorities; and
 - (c) are in keeping with the balance of the development in terms of design, quality, proportion and colour.
- (2) An owner who displays or permits an awning to be displayed in accordance with this bylaw will:
- (a) at all times and at its cost, repair and maintain the awning in good condition; and
 - (b) obtain and maintain insurance in such form and such amount as would a reasonable owner.

45. Use of Live/Work Strata Lot

- (1) Notwithstanding any other bylaw, an owner, occupant, or tenant may operate a quick service restaurant selling food for on or off premises consumption in a Live/Work Strata Lot, provided that the owner, occupant, or tenant installs and maintains a 99% efficiency ecologizer or electrostatic precipitator in the Live/Work Strata Lot.

46. Restriction

- (1) The strata corporation will not pass any bylaw or rule which prohibits the use of a Live/Work Strata Lot in any manner that is consistent with applicable governmental zoning bylaws and rules and regulations in effect from time to time.
- (2) The strata corporation will not pass any bylaws which restrict the hours of operation of any business carried on within a Live/Work Strata Lot.
- (3) The strata corporation will not pass any bylaws or rules which prohibit, prevent or impair the ability of an owner or occupant of a Live/Work Strata Lot from leasing, subleasing, granting a licence, entering into any lease, sublease, or license arrangement with respect to the use of a Live/Work Strata Lot.
- (4) The strata corporation will not pass any bylaws or rules, grant any rights to exclusive use or designate any areas as limited common property where such bylaw or rule, or such grant or designation will limit access to, impair the visibility of or obstruct the Live/Work Strata Lots or otherwise have a negative impact on the businesses carried on in and from the Live/Work Strata Lot, or that unreasonably discriminate against the owner or occupant of a particular strata lot.

- (5) The strata corporation will not pass any bylaws or rules which prevent the owner or occupant of a Live/Work Strata Lot from installing, operating, maintaining, repairing or replacing venting and ventilation equipment in the vent shaft area running from the Live/Work Strata Lot to the roof of the building.
- (6) Any amendments to this bylaw may only be made with the written consent of the owners of all of the Live/Work Strata Lots.

Division 10 – Miscellaneous

47. **Moving**

- (1) An owner shall notify the council in writing and make arrangements for a moving time 7 days prior to:
 - (a) moving in or out of a strata lot; or
 - (b) the time at which a tenant or occupant moves in or out of a strata lot;provided that an owner may, with written consent from the council in its sole discretion, make arrangements on a shorter period of notice.
- (2) No owner, occupant or tenant will move in or out of a strata lot at any time other than between the hours of 9:00 a.m. and 5:00 p.m.
- (3) Each time that an owner, tenant or occupant moves substantially the whole of his household furnishings and personal possessions into a strata lot, the owner of the strata lot will pay to the strata corporation a fee of \$100.
- (4) Notwithstanding Bylaw 47(3), if an owner, tenant or occupant moves personal possessions into a strata lot, but does not move any furniture, the owner of the strata lot will pay to the strata corporation a fee of \$50.

48. **Fob access devices**

- (1) Owner, occupants, and tenants are responsible for preventing a fob access device from being stolen or used unlawfully, and for any damage resulting from such loss or unlawful use. An owner, occupant or tenant acknowledges that any delay in reporting the loss of a fob access device could result in loss or damage to the strata lot occupied by the owner, occupant or tenant and that such damage is the sole responsibility of the owner, occupant or tenant.
- (2) The use of fob access devices by owners, occupants, and tenants will result in the collection of data by the strata corporation.
- (3) The data from each fob access device will be protected, held and used as follows:
 - (a) it will be stored on a computer which is password protected;
 - (b) it will be held indefinitely;

- (i) if there is no need to retain the data, the data will be overwritten or deleted; and
 - (ii) if the council resolves to retain the data for the purpose of identifying persons who may be responsible for causing damage or loss or committing bylaw breaches or criminal activities, the council will record such resolution in the minutes of the council meeting and will retain such data for as long as is reasonably necessary;
- (c) the data will be provided to law enforcement, if applicable.

49. Security cameras

- (1) The strata corporation has installed security cameras on the common property for the purpose of monitoring common property, including:
 - (a) being alerted to the presence of trespassers; and
 - (b) preventing, recording, investigating and obtaining evidence of any theft, vandalism, nuisance, damage or injury caused by any person.
- (2) The security cameras will operate 24 hours a day and 7 days a week, and will be installed in at the following locations:
 - (a) at the front entrance, above the intercom;
 - (b) in the lobby;
 - (c) in the amenity room;
 - (d) at the parkade gate; and
 - (e) at the southeast exit door.
- (3) The strata corporation will maintain a sign near the location of each camera, advising that it is being monitored by video surveillance cameras.
- (4) The data from the security cameras will be held and used as follows:
 - (a) It will be stored on a DVR hard drive located in a locked and secured room with the video monitor stored in a locked cabinet with its own key;
 - (b) It will be held until it becomes full and is automatically overwritten, and after such time:
 - (i) if there is no need to retain evidence for a purpose contemplated in Bylaw 49(1), it will be overwritten;
 - (ii) if the council resolves to retain the data for a purpose contemplated in Bylaw 49(1), the Strata Council will record such

resolution in the minutes of the Strata Council meeting and will retain such data for as long as is reasonably necessary.

- (c) It will be viewed by the caretaker and the privacy officer and it may be viewed by members of the strata council.
- (5) The strata corporation makes no representations or guarantees that any of the security cameras will be fully operational any time. The strata corporation is not responsible to an owner, tenant, occupant, or guest for any cost, loss or damage whatsoever related to a failure of the security cameras to operate for any reason, including but not limited to a failure resulting from negligence or lack of maintenance or repair.
- (6) No owner, tenant, or occupant shall do anything to damage or interfere with the security cameras.

50. Signs

- (1) No owner, occupant, or tenant will display a sign, billboard, or notice anywhere in a strata lot or on common property, except as permitted under Bylaws 50(2) or 43.
- (2) An owner or agent of the owner may with the consent and approval of the council, place one real estate sign in a location designated by the council from time to time for such purpose.

51. Sale of strata lots

- (1) An owner, when selling his strata lot, must not hold or permit to be held, any public open house except in the matter prescribed by the council. Unless the council otherwise prescribes otherwise, one open house for agents will be allowed per listing and all showings must be by appointment only.

52. Bicycles and bicycle storage

- (1) Bicycles are not permitted in elevators, corridors, hallways or any other common areas, provided that bicycles are permitted on the following common areas for purposes of obtaining access to and egress from the bicycle locker room:
 - (a) ground level parking facility entrance drive;
 - (b) corridor from loading dock to bicycle storage room; and
 - (c) corridor from bicycle storage room to grade level entry/exit door on east side of building.
- (2) No owner, occupant, or tenant will bring a bicycle through the main entry lobby of the building.
- (3) No bicycles are to be kept on the balconies, terraces, patios, or decks.
- (4) No owner, occupant, or tenant will store a bicycle anywhere other than:

- (a) in the owner's designated storage locker on the ground floor of the building; or
 - (b) in a bicycle storage locker, if allocated to the owner.
- (5) Owners will not have the right to use a bicycle storage locker in the development, unless one has been assigned or allocated to the owner (subject to availability).

53. Parking

- (1) No owner, tenant, or occupant shall park a vehicle anywhere, except in the parking stall assigned to the strata lot occupied by such owner, tenant or occupant.
- (2) No owner, tenant, or occupant shall permit any person who is not an owner, occupant, or tenant to park a vehicle in a parking stall.
- (3) No owner, tenant, or occupant shall park a vehicle in a manner which restricts or limits access to a parking stall, roadway, driveway, walkway, or exit.
- (4) The strata corporation may tow a vehicle which is parked in a prohibited area and the owner of such vehicle will be responsible for all costs to tow and impound such vehicle.
- (5) No owner, tenant, or occupant shall repair or maintain a vehicle in the parking garage.
- (6) No owner, tenant, or occupant shall use a parking stall for any purpose other than parking a vehicle, and notwithstanding the generality of the foregoing, no owner, tenant, or occupant shall use a parking stall for storage.
- (7) No owner, tenant, or occupant shall cause or permit an uninsured vehicle to be parked in the parking garage.
- (8) No owner, tenant or occupant shall at any time:
 - (a) park a vehicle in a visitor parking stall; or
 - (b) permit any person to park in a visitor parking stall unless such person displays a visitor parking pass issued by the strata corporation;
 - (c) permit any person to park in a visitor parking stall:
 - (i) for more than 4 consecutive hours; or
 - (ii) for more than 2 days in any given calendar week;except with written consent from the council.
- (9) No owner, tenant, or occupant shall cause or permit a vehicle to leak or drip oil, gasoline, or other fluids onto the common property.

- (10) If an Owner is in breach of Bylaw 53(9):
- (a) such owner shall at the owner's sole cost and expense within 7 days of receipt of notice from the strata corporation, do all such things as are required to return the common property to the condition that existed prior to the breach; and
 - (b) if an owner should fail to comply with Bylaw 53(10)(a) within the time limit specified in Bylaw 53(10)(a), the strata corporation shall be entitled to do all such things as are required to return the common property to the condition that existed prior to the breach, and the owner shall immediately provide to the strata corporation all of its costs to do so.

54. Garbage and refuse

- (1) An owner, tenant or occupant shall bag and tie ordinary household refuse and garbage, and deposit it in the strata corporation's garbage container.
- (2) An owner, tenant or occupant shall place all recyclable household materials in the bins provided by the strata corporation for such purpose.
- (3) An owner shall arrange for the disposal of all waste material other than ordinary household garbage and refuse from a strata lot at his own expense.

55. Main floor amenity area and rooftop terrace

- (1) Without limiting any other bylaw, the use of the ground floor amenities room and the rooftop terrace (collectively the "**Amenity Areas**") shall be subject to the following conditions, and such further rules as the strata corporation may establish from time to time:
 - (a) the Amenity Areas may only be used in accordance with hours of usage set out in the rules.
 - (b) no owner, occupant, tenant, or visitor will use the Amenity Areas in a manner that causes unreasonable noise;
 - (c) no owner, occupant, tenant, or visitor will permit any glass dishes, cups, glasses, bottles or other glass containers or items in the Amenity Areas;
 - (d) no owner, occupant, tenant, or visitor will bring into or consume alcoholic beverages in the Amenity Areas;
 - (e) an owner, occupant, or tenant will at all times supervise a visitor in the Amenity Areas;
 - (f) owners and tenants shall be responsible for their own conduct, respectively, and each shall be responsible for the conduct of all persons whom they permit to be on the Amenity Areas;

- (g) all users of the Amenity Areas shall ensure that they leave the Amenity Areas clean and tidy, remove all of their personal effects and remove all garbage and waste and dispose of same in the appropriate receptacles; and
- (h) the maximum number of persons permitted to be on the Amenity Areas at any time shall be the lesser of the maximum occupancy limit prescribed by:
 - (i) any applicable regulatory authority, and
 - (ii) the strata corporation.

56. Types of strata lots

- (1) The Apartment Strata Lots and the Live/Work Strata Lots are each identified as types of strata lots.
- (2) If a contribution to the operating fund relates to and benefits only one type of strata lot, the contribution is shared only by the owners of strata lots of that type, and each strata lot's share of that contribution is to be calculated in accordance with the following formula:

$$\frac{\text{Unit entitlement of strata lot}}{\text{total unit entitlement of all strata lots of the type to which the contribution relates}} \times \text{contribution to operating fund}$$