

## 1. Contact

Document Fees: \$30.53

**Proline Management Ltd.**  
**20 Burnside Road West - Suite 201**  
**Victoria BC V9A 1B3**  
**250-475-6440**

## 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

**EPS5860****THE OWNERS, STRATA PLAN EPS5860****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.

**Alan Ives Chim**  
**GBW49K**

Digitally signed by  
Alan Ives Chim GBW49K  
Date: 2023-02-22  
10:05:27 -08:00

Supplied to StrataDocs 2023/02/23  
Ordered by Troy Petersen 2023/05/27

Ordered By: Troy Petersen of Sutton Group West Coast Realty on 2025/05/27  
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***Strata Property Act***

**FORM I**

[am. B.C. Reg. 312/2009, s. 7.]

**AMENDMENT TO BYLAWS**

*(Section 128)*

The Owners, Strata Plan EPS5860 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 October 24, 2022:

**Resolution #6 – ¾ Vote – Moving Bylaw Up**

**BE IT RESOLVED BY SEPARATE ¾ VOTES OF THE RESIDENTIAL OWNERS and THE NON RESIDENTIAL OWNERS, STRATA PLAN EPS5860 THAT THE STRATA CORPORATION REPEAL THE EXISTING MOVE IN BYLAW 32 AND RULE AND ADOPT THE FOLLOWING BYLAWS:**

**Moved:** SL 182

**Seconded:** SL 218

**DEFEATED with 28.1 in favour, 49.7 opposed, and 3 abstained.**

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**Resolution #7 – ¾ Vote – Smoking Bylaw**

**BE IT RESOLVED BY SEPARATE ¾ VOTES OF THE RESIDENTIAL OWNERS and THE NON-RESIDENTIAL OWNERS, STRATA PLAN EPS5860 THAT THE STRATA CORPORATION REPEAL EXISTING BYLAW 3(5) AND ADOPT THE FOLLOWING BYLAWS:**

**Smoking Prohibition**

- (1) “Smoking” or “smoke” means releasing into the air, gases, particles, or vapors as a result of combustion, electrical ignition or vaporization of a substance including but not limited to: tobacco, cannabis, heroin, crack, narcotics, e-juice, and vape juice, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products.
- (2) For the purposes of these bylaws, “cannabis” means the cannabis sativa, cannabis indica, and cannabis ruderalis plants or any similar member of the cannabaceae family, and any products derived therefrom.
- (3) Owners, tenants, occupants, and visitors must not smoke in, or on any of the following areas:
  - (a) any part of the interior common property;
  - (b) any part of the exterior common property that is within 6 meters of a door, window or air intake;

\* Section 128(2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

- (c) on the patios and balconies of strata lots; or
- (d) inside the habitable portion of the strata lots.

**Moved:** SL 101

**Seconded:** SL 174

**CARRIED with 87.8 in favour, 1 opposed, and 1 abstained.**

#### **Resolution #8 – ¾ Vote – Window Covering Bylaw**

**BE IT RESOLVED BY SEPARATE ¾ VOTES OF THE RESIDENTIAL OWNERS and THE NON RESIDENTIAL OWNERS, THE STRATA PLAN EPS5860 THAT THE STRATA CORPORATION REPEAL EXISTING BYLAW 3(6)(d) AND ADOPT THE FOLLOWING BYLAWS:**

##### **Window Coverings**

- 3(6)(d) remove or allow the removal of the originally installed window coverings except to replace them with substantially similar window coverings in the same colour and style as the original, but may install supplemental window coverings on the inside of the originally installed window coverings or their replacement, so long as such supplemental window coverings are not visible from the exterior of the building;

**Moved:** SL 101

**Seconded:** SL 224

**CARRIED with 83.8 in favour, 2 opposed, and 3 abstained.**

#### **Resolution #9 – ¾ Vote – Outdoor Furniture**

**BE IT RESOLVED BY SEPARATE ¾ VOTES OF THE RESIDENTIAL OWNERS and THE NON RESIDENTIAL OWNERS, THE STRATA PLAN EPS5860 THAT THE STRATA CORPORATION REPEAL EXISTING BYLAW 3(6)(i) AND ADOPT THE FOLLOWING BYLAWS:**

##### **Use of patios and Balconies**

- 3(6)(i) Place any items on any deck, patio or balcony except barbeques, free standing, self-contained planter boxes, planter boxes properly and securely fastened to the inside of railings, outdoor furniture and summer furniture accessories, including free standing umbrellas, gazebos, and shades that are not affixed to the building unless approved by strata council.

**Moved:** SL 101

**Seconded:** SL 182

**CARRIED with 84.8 in favour, 1 opposed, and 3 abstained.**

\* Section 128(2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

**Resolution #10 – ¾ Vote – Restriction on Sale and Use of Drugs in Strata Lots**

**BE IT RESOLVED BY SEPARATE ¾ VOTES OF THE RESIDENTIAL OWNERS and THE NON RESIDENTIAL OWNERS, THE STRATA PLAN EPS5860 THAT THE STRATA CORPORATION REPEAL EXISTING BYLAW 3(6)(j) AND ADOPT THE FOLLOWING BYLAWS:**

**Drug Sales and Use**

- 3(6)(j) use all or any part of any strata unit or the property as a safe injection site or for such similar purpose nor for dispensing, selling or distributing in any manner whatsoever cannabis, cocaine, heroin, methadone, or any other narcotics.

**Moved:** SL 182

**Seconded:** SL 224

**CARRIED with 85.8 in favour, 2 opposed, and 1 abstained.**

**Resolution #11 – ¾ Vote – Insurance and Risk Allocation Bylaw Update**

**BE IT RESOLVED BY SEPARATE ¾ VOTES OF THE RESIDENTIAL OWNERS and THE NON RESIDENTIAL OWNERS, THE STRATA PLAN EPS5860 THAT THE STRATA CORPORATION ADOPT THE FOLLOWING BYLAWS BY SEPARATE ¾ VOTES OF THE RESIDENTIAL OWNERS and THE NON-RESIDENTIAL OWNERS, STRATA PLAN EPS5860 THAT THE STRATA CORPORATION ADOPT THE FOLLOWING BYLAWS:**

**33. Damage, Insurance, and Risk Allocation***Insurance Requirements*

- (1) The Strata Corporation shall obtain an appraisal of the property from a qualified appraiser for the purposes of determining full replacement value pursuant to section 149(4)(a) of the Strata Property Act, in each fiscal year.
- (2) The Strata Corporation must obtain and maintain insurance:
  - (a) on the items listed under section 149(1) of the Strata Property Act against all major perils listed in section 9.1(2) of the Strata Property Regulations; and
  - (b) for liability for property damage and bodily injury pursuant to section 150(1) of the Strata Property Act; and
  - (c) on the items listed under section 149(1) of the Strata Property Act against the following perils, if such coverage is commercially available and economically feasible, including:
    - (i) earthquakes;
    - (ii) sewer backups;
    - (iii) floods;
  - (d) against theft or misappropriation of funds; and,

\* Section 128(2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

- (e) for director's and officer's liability in a minimum amount of \$1,000,000.00 and to a maximum amount as advised by the Strata Corporation's insurance broker.
- (3) Owners, tenants, occupants or visitors must not:
- (a) do anything that will increase the risk of fire or the rate of insurance on the buildings or any part thereof; and
  - (b) cause damage, other than reasonable wear and tear to the common property, limited 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.

*Deductibles Are a Common Cost*

- (4) Subject to the regulations and this bylaw:
- (a) the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance, or
  - (b) damages or loss caused to building components and fixtures that the Strata Corporation must repair and maintain, that falls below the Strata Corporation's relevant insurance deductible

are common expenses to be contributed to by means of strata fees calculated in accordance with section 99(2) or 100(1) of the Act.

- (5) Despite any other section of the Act or the regulations, Strata Corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation has decided not to repair or replace under section 159.

*Strata Responsible for Emergency Response Work*

- (6) The Strata Corporation:
- (a) may cause its contractors and agents to carry out emergency response work to the common property, limited common property and / or within a strata lot, even if the loss or damage appears to be uninsured, or below the relevant insurance deductible; and
  - (b) is responsible to make good any damage caused by its investigations or repair (including but not limited to drying) of those parts of the strata lot (including but not limited to the structure and exterior of the building) that it has a duty to repair under the bylaws; and
  - (c) must, when repairing or making good damage caused by its investigations or repair work, return any flooring, walls, or ceilings damaged by such work, to a condition, where such components are ready for paint or floor covering to be applied; but
  - (d) is not required to remove, store, restore, or replace any alterations to a strata lot, that were made by the owner or previous owner of the strata lot

*Owner's / Tenant's Liability For Loss or Damage*

- (7) Owners or tenants must reimburse the Strata Corporation for any emergency response, repairs and cleanup costs incurred by the Strata Corporation, plus any losses or damages to the owner's

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or tenant's strata lot, another strata lot, the common property, the limited common property or the contents of same, if:

- (a) that owner or tenant is responsible for the loss or damage; or
- (b) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:
  - (i) that owner or tenant; or,
  - (ii) any member of the owner's or tenant's:
    - (1) family; or,
    - (2) pet(s); or,
    - (iii) the owner's or tenant's guests, employees, contractors, agents, tenants, volunteers, or their pets,

but only to the extent that such expense is not, or would not, be met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner or tenant.

*Examples of When the Owner or Tenant Is Liable For Loss or Damage*

- (8) Without restricting the generality of the foregoing, an owner or tenant is responsible for:
  - (a) any water escape damage from that owner's or tenant's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment located in or fixture which forms a part of the owner's or tenant's strata lot including but not limited to hot water tanks, washing machines, driers, dishwashers, stoves and fridges;
  - (b) any damage arising out of any alteration, improvement, or addition to the strata lot, the limited common property, or the common property, installed by that owner or tenant or a prior owner or tenant of that strata lot;
  - (c) any damage to property that an owner or tenant is required to repair or maintain;
  - (d) any damage due to an owner, tenant or occupant not ensuring that their strata lot interior is maintained at a minimum temperature of 12 degrees centigrade, year round; and,
  - (e) any damage due to a water pipe leak or any other loss or damage whatsoever that the council reasonably determines resulted from or is contributed to by an owner's, tenant's or occupant's failure to comply with these bylaws.

*Extent of Owner's / Tenant's Liability*

- (9) An owner or tenant shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to the strata lot, common property or limited common property, including legal costs as between a solicitor and his own client, that the owner or tenant is responsible for, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the owner or tenant.

\* Section 128(2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

- (10) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs, emergency response costs, and related legal costs may be charged to the owner or tenant and will become due and payable as part of that strata lot's monthly assessment on the first of the month following the date on which the expense was incurred.

*Owner / Tenant Liable Even If Claim is Not Made on Strata's Insurance Policy*

- (11) For greater certainty, an owner or tenant is responsible to pay amounts due under this bylaw even if:

- (a) that owner or tenant is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act; and
- (b) the loss or damage is covered by the Strata Corporation's insurance but the Strata Corporation does not make a claim against its insurance.

*Strata Corporation Is Not Strictly Liable For Failure of Property it Must Repair*

- (12) Owners, occupants, tenants and visitors may not claim any compensation from the Strata Corporation for any:

- (a) un-insured loss or damage, or
- (b) loss or damage where the total such loss and damage amounted to less than the relevant insurance deductible,

to the property or person of the owner, occupant, tenant or visitor arising from any failure of the common property or any part of a strata lot that the Strata Corporation must repair and maintain, unless such loss or damage resulted from the negligent act or omission on the part of the Strata Corporation, its employees, or agent.

*Owners and Tenants Insurance*

- (13) Owners acknowledge that they are solely responsible to obtain and maintain insurance for:

- (a) loss or damage to the owner's or tenant's strata lot and the fixtures referred to in section 149(1)(d) of the Act:
  - (i) against perils that are not insured by the strata corporation, and
  - (ii) for amounts that are in excess of amounts insured by the strata corporation;
- (b) for fixtures in the owner's strata lot, other than the fixtures referred to in section 149(1)(d) of the Act;
- (c) for improvements and alterations to fixtures referred to in section 149(1)(d) of the Act;
- (d) liability for property damage and bodily injury, whether occurring on the owner's strata lot or on the common property in the minimum amount of \$2,000,000; and
- (e) losses from water escape and rupture.

*Owners and tenants must be diligent*

- (14) Owners and tenants must report any water ingress, mold, accident or failure of any water pipes, toilets, drains, electric wires or apparatus, or other fittings or fixtures in any strata lot

\* Section 128(2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

or in any part of the common property immediately upon discovery to the council or the property manager.

- (15) An owner or tenant who fails to report an issue or incident contrary to subsection (14) will be responsible for any uninsured loss or damage, or additional costs arising out of the delay in reporting the issue or incident.

**Moved:** SL 182

**Seconded:** SL 218

**CARRIED with 84.8 in favour, 2 opposed, and 2 abstained.**

### **Resolution #12 – ¾ Vote – Repair and Maintenance Bylaw Update**

**BE IT RESOLVED BY SEPARATE ¾ VOTES OF THE RESIDENTIAL OWNERS and THE NON RESIDENTIAL OWNERS, THE STRATA PLAN EPS5860 THAT THE STRATA CORPORATION REPEAL EXISTING BYLAW 2 AND ADOPT THE FOLLOWING BYLAWS:**

#### **2. Repair and Maintenance of Property by Owner**

- (1) Owners must repair and maintain their 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) Owners:
  - (a) are responsible for and must repair, maintain and replace any alterations, additions, and improvements made to their strata lot, limited common property, or common property, which they have the benefit of, which were made by them or a previous owner of their strata lot;
  - (b) are responsible for any damage to a strata lot, limited common property, or common property that is caused by or arises out of alterations, additions, and improvements made to their strata lot, limited common property, or common property, which they have the benefit of, which were made
  - (c) must remove and replace, or pay for the extra cost of the removal, storage, and replacement of any alterations, additions, and improvements made to their strata lot, limited common property, or common property made by them or a previous owner of their strata lot, that they have the benefit of, to allow the Strata Corporation to gain access to repair or maintain an underlying building component, that the Strata Corporation must repair and maintain.
- (4) Owners, occupants and tenants must not allow a strata lot to become unsanitary, or a source of odors, pests, or a hazard, and must not leave, pile, or store an unreasonable amount of personal belongings, garbage, recycling, or compost within a strata lot or on a balcony or patio.

\* Section 128(2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.



- (5) If an owner, occupant or tenant is found to have breached any of subsections (1) to (4) then the Strata Corporation may, on SEVEN (7) days written notice:
- (a) enter the strata lot and carry out any work necessary to remedy the contravention;
  - (b) may charge the owner the reasonable expenses incurred by it to carry out the work necessary to remedy the contravention; but
  - (c) may not lien for the cost of the remedial work.
- (6) An owner must promptly carry out all work ordered by any public authority, which relates solely to his strata lot and is not for the general benefit of the Strata Corporation as a whole.
- (7) If an owner, after receiving the notice or order from a public authority, fails to carry out work required ordered by a public authority contrary to subsection (7) by the date specified in the order, then the Strata Corporation may, pursuant to section 85 of the Strata Property Act, enter into the strata lot and carry out the required work on SEVEN (7) days written notice to the owner, and charge the owner the cost of such work.
- (8) If the owner fails or refuses to pay for the cost of the remedial work pursuant to subsection (7), then the Strata Corporation may place a lien against the owner's title to secure their claim for such cost by them or a previous owner of their strata lot.

#### **8. Repair and Maintenance of Property By Strata Corporation**

- (2) Notwithstanding subsection (1) the strata corporation is not obligated to maintain, repair or replace any alterations, additions or improvements made by an owner, or previous owner to a strata lot, limited common property, or common property that is in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the owner for the time being of the strata lot which has the benefit of such alterations, additions or improvements.

**Moved:** SL 101

**Seconded:** SL 182

**Carried with 81.8 in favour, 5 opposed, and 2 abstained.**

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#### **Resolution #13 – ¾ Vote – Enforcement Bylaw Update**

**BE IT RESOLVED BY SEPARATE ¾ VOTES OF THE RESIDENTIAL OWNERS and THE NON RESIDENTIAL OWNERS, THE STRATA PLAN EPS5860 THAT THE STRATA CORPORATION REPEAL EXISTING BYLAWS 23 and 24, AND ADOPT THE FOLLOWING BYLAWS:**

**DEFEATED with 48.8 in favour, 38 opposed, and 2 abstained.**

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\* Section 128(2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

**Resolution #14 – ¾ Vote – Short Term Rental Condition Bylaws**

**BE IT RESOLVED BY A ¾ VOTE OF THE OWNERS STRATA PLAN EPS5860 THAT THE STRATA CORPORATION REPEAL EXISTING BYLAW 24(1) AND ADOPT THE FOLLOWING BYLAW:**

**24. Prohibition against use of strata lot as a short-term rental.**

- (1) For the purposes of this bylaw “short term rental” means:
  - (a) the use of all or a part of a residential strata lot for the accommodation of persons including but not limited to travellers and the vacationing public for periods of under 30 days, and without limitation includes vacation rentals, executive rentals, boarding, hostel use, hotel and motel use, and bed and breakfast accommodation;
  - (b) and includes situations involving any of the uses set out in subsection (1)(a) where a license is granted or a rental agreement is entered into for a period of longer than 30 days, where the occupant under the license agreement or tenant under the rental agreement occupies the strata lot for less than 30 days; but
  - (c) does not include the accommodation of visitors without receipt of remuneration, house sitting, or pet sitting where the house sitter or pet sitter is remunerated for their services.
- (2) Owners, occupants and tenants may not:
  - (a) rent, lease, or provide a license of occupancy to all or any part of their residential strata lot for use as a short-term rental; or
  - (b) market, list, offer or advertise all or any part of their residential strata lot as being available for use as a short-term rental.
- (3) Notwithstanding any other bylaw pertaining to fines, in the event of a contravention of subsection (2)(a) of this bylaw, the Strata Corporation may fine the responsible owner or tenant up to \$1,000.00 or such higher amount as then permitted under the Strata Property Regulation, for each night the residential strata lot is used as a short-term rental.
- (4) Notwithstanding any other bylaw pertaining to fines, in the event of a contravention of subsection (2)(b) of this bylaw, the Strata Corporation may fine the responsible owner or tenant up to \$200.00 or such higher amount as then permitted under the Strata Property Regulation, for each time the strata lot is advertised or marketed as being available for use as a short-term rental.
- (5) Owners, occupants, and tenants who use their strata lot as accommodation for travellers, student, business persons and the vacationing public, who reside in or occupy the strata lot for periods over 30 days:
  - (a) must provide their guests with a copy of the Strata Corporation’s bylaws and have their guests sign a copy of the same;
  - (b) must provide the Strata Corporation with written notification of the names, commencement, date and length of stay of their guests at least 12 hours in advance of the commencement of their stay, and

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(c) must not place, install, or leave lockboxes on the common property.

**Moved:** SL 174

**Seconded:** SL 190

**CARRIED with 83.8 in favour, 4 opposed, and 1 abstained.**

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**Resolution #15 – ¾ Vote – Consolidation and Clean Up**


**BE IT RESOLVED BY SEPARATE ¾ VOTES OF THE RESIDENTIAL OWNERS and THE NON RESIDENTIAL OWNERS, STRATA PLAN EPS 5860 THAT THE REGISTERED BYLAWS OF THE STRATA CORPORATION BE AMENDED BY ADOPTING ALL OF THE BYLAWS PASSED AT TODAY'S MEETING, RENUMBERING, CORRECTING SPELLING MISTAKES AND TYPOS AND MAKING NON-SUBSTANTIVE ANCILLARY CHANGES AS REQUIRED, AND BY FILING A NEW CONSOLIDATED COPY OF THE BYLAWS IN THE LAND TITLE OFFICE WHICH SHALL BE DEEMED TO BE THE BYLAWS OF THE STRATA CORPORATION.**

**Moved:** SL 101

**Seconded:** SL 218

**CARRIED with 85.8 in favour, 1 opposed, and 2 abstained.**

  
\_\_\_\_\_  
Signature of Council Member

  
\_\_\_\_\_  
Signature of Second Council Member  
(not required if council consists of only one member)

\* Section 128(2) of the Act provides that an Amendment to Bylaws must be filed in the land title office.

## EPS5860 – Jukebox

### Bylaws

#### Division 1 — Duties of Owners, Tenants, Occupants and Visitors

##### 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.

##### Repair and maintenance of property by owner

- 2
  - (1) Owners must repair and maintain their 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) Owners:
    - (a) are responsible for and must repair, maintain and replace any alterations, additions, and improvements made to their strata lot, limited common property, or common property, which they have the benefit of, which were made by them or a previous owner of their strata lot;
    - (b) are responsible for any damage to a strata lot, limited common property, or common property that is caused by or arises out of alterations, additions, and improvements made to their strata lot, limited common property, or common property, which they have the benefit of, which were made
    - (c) must remove and replace, or pay for the extra cost of the removal, storage, and replacement of any alterations, additions, and improvements made to their strata lot, limited common property, or common property made by them or a previous owner of their strata lot, that they have the benefit of, to allow the Strata Corporation to gain access to repair or maintain an underlying building component, that the Strata Corporation must repair and maintain.
  - (4) Owners, occupants and tenants must not allow a strata lot to become unsanitary, or a source of odors, pests, or a hazard, and must not leave, pile, or store an unreasonable amount of personal belongings, garbage, recycling, or compost within a strata lot or on a balcony or patio.
  - (5) If an owner, occupant or tenant is found to have breached any of subsections (1) to (4) then the Strata Corporation may, on SEVEN (7) days written notice:
    - (a) enter the strata lot and carry out any work necessary to remedy the contravention;
    - (b) may charge the owner the reasonable expenses incurred by it to carry out the work necessary to remedy the contravention; but

- (c) may not lien for the cost of the remedial work.
- (6) An owner must promptly carry out all work ordered by any public authority, which relates solely to his strata lot and is not for the general benefit of the Strata Corporation as a whole.
- (7) If an owner, after receiving the notice or order from a public authority, fails to carry out work required ordered by a public authority contrary to subsection (7) by the date specified in the order, then the Strata Corporation may, pursuant to section 85 of the Strata Property Act, enter into the strata lot and carry out the required work on SEVEN (7) days written notice to the owner, and charge the owner the cost of such work.
- (8) If the owner fails or refuses to pay for the cost of the remedial work pursuant to subsection (7), then the Strata Corporation may place a lien against the owner's title to secure their claim for such cost by them or a previous owner of their strata lot.

### Use of property

- 3**
- (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
    - (a) causes a nuisance or hazard to another person,
    - (b) causes unreasonable noise,
    - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
    - (d) is illegal, or
    - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
  - (2) An owner, 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) 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.
  - (4) An owner, tenant, occupant or visitor may keep in a strata lot only those pets described as follows:
    - (a) dogs or cats, provided that the total number of dogs and cats does not exceed two, and provided that no dog has a height of greater than 75 centimeters measured from the point of the shoulder to the floor when the dog is standing on a level surface with its front feet directly under it and its hind feet in the accepted show stack position for its breed;
    - (b) one aquarium with a maximum capacity of 20 litres of water, and containing only fish; and
    - (c) up to two caged birds.

- (5) An owner must not:
- (a) Use any part of the common property or the limited common property for storage without the written consent of the council;
  - (b) Use balconies, decks or patios for storage, including for the storage of bicycles, motorcycles, boxes, machinery equipment, without the written consent of the council;
  - (c) Use a barbeque, hibachi or other like cooking devices on a balcony, deck or patio unless such barbeque, hibachi or cooking device is powered by propane, natural gas or electricity while in operation, such cooking device shall be located at least 50 centimeters from the building exterior;
  - (d) remove or allow the removal of the originally installed window coverings except to replace them with substantially similar window coverings in the same colour and style as the original, but may install supplemental window coverings on the inside of the originally installed window coverings or their replacement, so long as such supplemental window coverings are not visible from the exterior of the building;
  - (e) Use or install in or about a strata lot or limited common property any shade, awnings, window or balcony guards or screens, ventilation, supplementary heating or air conditioning devices, except those installations approved in writing by the council;
  - (f) Paint or otherwise cover any exterior doors to a strata lot without the written approval of the council;
  - (g) Change the type of floor service within a residential strata lot from that originally installed without the written approval of the council;
  - (h) Subject to Bylaw 30, place any signs, billboards, notices, placards or advertising matter of any kind, including "For Sale" or "For Lease" signs on, or visible from, the exterior of a residential strata lot, without written approval of council;
  - (i) Place any items on any deck, patio or balcony except barbeques, free standing, self-contained planter boxes, planter boxes properly and securely fastened to the inside of railings, outdoor furniture and summer furniture accessories, including free standing umbrellas, gazebos, and shades that are not affixed to the building unless approved by strata council;
  - (j) use all or any part of any strata unit or the property as a safe injection site or for such similar purpose nor for dispensing, selling or distributing in any manner whatsoever cannabis, cocaine, heroin, methadone, or any other narcotics.
- (6) The owners of strata lots 1 to 12 inclusive, their employees and clients shall not have access to those areas of the building above the third floor unless invited or requested to do so by the owner of a strata lot located higher than the third floor.

#### **Smoking Prohibition**

- (7) "Smoking" or "smoke" means releasing into the air, gases, particles, or vapors as a result of combustion, electrical ignition or vaporization of a substance including but not limited to: tobacco, cannabis, heroin, crack, narcotics, e-juice, and vape juice, when the apparent

or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products.

- (8) For the purposes of these bylaws, "cannabis" means the cannabis sativa, cannabis indica, and cannabis ruderalis plants or any similar member of the cannabaceae family, and any products derived therefrom.
- (9) Owners, tenants, occupants, and visitors must not smoke in, or on any of the following areas:
  - (a) any part of the interior common property;
  - (b) any part of the exterior common property that is within 6 meters of a door, window or air intake;
  - (c) on the patios and balconies of strata lots; or
  - (d) inside the habitable portion of the strata lots.

#### **Inform strata corporation**

- 4
  - (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
  - (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

#### **Obtain approval before altering a strata lot**

- 5
  - (1) An owner, tenant or occupant 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, decks, patios or other things attached to the exterior of a building;
    - (d) doors, windows or skylights (including the casings, the frames and the sill of such doors, windows and skylights) on the exterior of a building, or that front on the common property or limited common property;
    - (e) fences, railings or similar structures that enclose a patio, or deck;
    - (f) any limited common property;
    - (g) parts of the strata lot which the strata corporation must insure under section 194 of the Act, including, but not limited to, original flooring whether carpeting or hard-surface, and original bathroom and kitchen fixtures;
    - (h) flooring, tiling and plumbing or electric infrastructure within the strata lot.

Notwithstanding the foregoing, the Commercial Strata lots will not be required to obtain the approval of the strata corporation to make changes to interior flooring, carpeting or tiling.

- (2) The strata corporation must not unreasonably withhold its approval under bylaw 11(1), but may impose conditions and may require as a condition of its approval that the owner enter into an alterations agreement or indemnity agreement with the strata corporation, in the form required by the strata corporation, with respect to the approved alteration, in which, among other things, the owner may be required:
  - (a) to take responsibility for any current and future expenses relating to the alteration, and
  - (b) to remove the alteration and restore any common property or limited common property affected by the alteration, if required by the strata corporation, prior to moving out of the strata lot.
- (3) In the case of any structural alterations applied for by an owner, the owner must provide to the strata corporation an engineering report that satisfies the strata corporation as to certain factors including, but not limited to, the following:
  - (e) the structural integrity of the strata lot and the building;
  - (f) the safeguarding of the utilities infrastructure.
- (4) Subject to the provisions of the Act, an owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, within the opinion of the council will alter the exterior appearance of the building.
- (5) All expenses related to an approved alteration within a strata lot, including its repair and maintenance, any insurance coverage that is not the responsibility of the strata corporation, and its removal if required by the strata corporation, are the responsibility of the owner of the strata lot regardless of whether that owner installed the alteration.
- (6) An owner must not conduct any alterations or renovations to a strata lot outside of working hours from 9am to 5pm Monday to Friday, without prior written approval of the council.

#### **Obtain approval before altering common property**

- 6 (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

#### **Permit entry to strata lot**

- 7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
  - (a) in an emergency, without notice, to 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.



- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

## **Division 2 — Powers and Duties of Strata Corporation**

### **Repair and maintenance of property by 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;
  - (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.
- (2) Notwithstanding subsection (1) the strata corporation is not obligated to maintain, repair or replace any alterations, additions or improvements made by an owner, or previous owner to a strata lot, limited common property, or common property that is in place at the time of passing of this bylaw, all of which shall be the sole responsibility of the owner for the time being of the strata lot which has the benefit of such alterations, additions or improvements.

### Division 3 — Council

#### Council size

- 9** (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- (2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

#### Council members' terms

- 10** (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.
- (3) to (5) [Repealed 1999-21-51.]

#### Removing council member

- 11** (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

#### Replacing council member

- 12** (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

#### Officers

- 13** (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president

- (a) while the president is absent or is unwilling or unable to act, or
  - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

#### **Calling council meetings**

- 14**
- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
  - (2) The notice does not have to be in writing.
  - (3) A council meeting may be held on less than one week's notice if
    - (a) all council members consent in advance of the meeting, or
    - (b) the meeting is required to deal with an emergency situation, and all council members either
      - (i) consent in advance of the meeting, or
      - (ii) are unavailable to provide consent after reasonable attempts to contact them.
  - (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

#### **Repealed**

- 15** [Repealed 2009-17-35.]

#### **Quorum of council**

- 16**
- (1) A quorum of the council is
    - (a) 1, if the council consists of one member,
    - (b) 2, if the council consists of 2, 3 or 4 members,
    - (c) 3, if the council consists of 5 or 6 members, and
    - (d) 4, if the council consists of 7 members.
  - (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

#### **Council meetings**

- 17**
- (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
  - (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
  - (3) Owners may attend council meetings as observers.

- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
  - (a) bylaw contravention hearings under section 135 of the Act;
  - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
  - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

#### **Voting at council meetings**

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

#### **Council to inform owners of minutes**

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

#### **Delegation of council's powers and duties**

- 20** (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
  - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with subsection(3).
- (3) A delegation of a general authority to make expenditures must
  - (a) set a maximum amount that may be spent, and
  - (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, or
  - (c) whether a person should be denied access to a recreational facility.

- 20.1** (1) Subject to bylaw (2), and pursuant to section 171 (4) of the Act, the authorization of a % vote at an annual or special general meeting shall not be required for proceedings to be

taken under the Small Claims Act by the strata corporation or Section against an owner or other person to collect money owing, including money owing as a fine.

- (2) Except for claims within the Small Claims Act jurisdiction that are required to be resolved under the Civil Resolution Tribunal Act of British Columbia, the determination as whether to proceed under the Small Claims Act shall be made by the council.
- (3) The decision whether to make a claim under the Civil Resolution Tribunal Act is at the discretion of the council."

#### **Spending restrictions**

- 21**
- (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
  - (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

#### **Limitation on liability of council member**

- 22**
- (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
  - (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

### **Division 4 — Enforcement of Bylaws and Rules**

#### **Maximum fine**

- 23**
- (1) The strata corporation may fine an owner or tenant a maximum of
    - (a) \$200 for each contravention of a bylaw, and
    - (b) \$50 for each contravention of a rule.
  - (2) 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.

#### **Continuing contravention**

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

#### **Prohibition against use of strata lot as a short-term rental**

- 24**
- (1) For the purposes of this bylaw "short term rental" means:
    - (a) the use of all or a part of a residential strata lot for the accommodation of persons including but not limited to travellers and the vacationing public for periods of under 30 days, and without limitation includes vacation rentals, executive rentals, boarding, hostel use, hotel and motel use, and bed and breakfast accommodation;

- (b) and includes situations involving any of the uses set out in subsection (1)(a) where a license is granted or a rental agreement is entered into for a period of longer than 30 days, where the occupant under the license agreement or tenant under the rental agreement occupies the strata lot for less than 30 days; but
  - (c) does not include the accommodation of visitors without receipt of remuneration, house sitting, or pet sitting where the house sitter or pet sitter is remunerated for their services.
- (2) Owners, occupants and tenants may not:
  - (a) rent, lease, or provide a license of occupancy to all or any part of their residential strata lot for use as a short-term rental; or
  - (b) market, list, offer or advertise all or any part of their residential strata lot as being available for use as a short-term rental.
- (3) Notwithstanding any other bylaw pertaining to fines, in the event of a contravention of subsection (2)(a) of this bylaw, the Strata Corporation may fine the responsible owner or tenant up to \$1,000.00 or such higher amount as then permitted under the Strata Property Regulation, for each night the residential strata lot is used as a short-term rental.
- (4) Notwithstanding any other bylaw pertaining to fines, in the event of a contravention of subsection (2)(b) of this bylaw, the Strata Corporation may fine the responsible owner or tenant up to \$200.00 or such higher amount as then permitted under the Strata Property Regulation, for each time the strata lot is advertised or marketed as being available for use as a short-term rental.
- (5) Owners, occupants, and tenants who use their strata lot as accommodation for travellers, student, business persons and the vacationing public, who reside in or occupy the strata lot for periods over 30 days:
  - a. must provide their guests with a copy of the Strata Corporation's bylaws and have their guests sign a copy of the same;
  - b. must provide the Strata Corporation with written notification of the names, commencement, date and length of stay of their guests at least 12 hours in advance of the commencement of their stay, and
  - c. must not place, install, or leave lockboxes on the common property.

## **Division 5 — Annual and Special General Meetings**

### **Person to chair meeting**

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

### **Participation by other than eligible voters**

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

### **Voting**

- 27**
- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
  - (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
  - (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
  - (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
  - (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
  - (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
  - (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

### **Order of business**

- 28** The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
  - (b) determine that there is a quorum;
  - (c) elect a person to chair the meeting, if necessary;
  - (d) present to the meeting proof of notice of meeting or waiver of notice;
  - (e) approve the agenda;
  - (f) approve minutes from the last annual or special general meeting;
  - (g) deal with unfinished business;
  - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
  - (i) ratify any new rules made by the strata corporation under section 125 of the Act;

- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

**28(1)** Notwithstanding section 48 (3) of the Act, if within fifteen minutes from the time appointed for an annual or special general meeting, a quorum is not present, the eligible voters, in person or by proxy, constitute a quorum and the meeting shall proceed.

### **Division 6 — Voluntary Dispute Resolution**

#### **Voluntary dispute resolution**

- 29** (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
  - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
  - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

### **Division 7 — Marketing Activities by Owner Developer**

#### **Display lot**

- 30** Notwithstanding any other provision in these bylaws, during the time the developer is the owner or lease of any strata lot, it will have the right to:
- (d) maintain any strata lot or strata lots, whether owner or leased by it, as display suites and/or presentation centers and to carry on within such strata lots and within any area of the common property or limited common property of the development any marketing and sales functions in respect of the development.
  - (e) Erect and maintain signage in and around any unsold strata lots and on the common property or limited common property of the development for the duration of the marketing and sales program;



- (f) maintain display areas, landscaping and parking areas;
- (g) use any parking intended to be assigned to any unsold strata lots for marketing and sales purposes and for any other reason related to the development; and
- (h) have access to any and all parts of the common property and limited common property for the purpose of showing strata lots, the common property and the limited common property to prospective purchasers and their representatives,

provided that in exercising its rights under this bylaw, the developer will at all times act reasonably in relation to the rights of the other owners.

### Division 8 — Severability

For the purposes of interpretation of these bylaws and any amendments, additions or alterations to them, each heading, paragraph, and subparagraph shall be deemed to be a separate section with the intent that should an Arbitrator or Court of Competent Jurisdiction find that any such heading, paragraph or subparagraph of these bylaws or any amendments is void for uncertainty or is ultra vires the strata corporation or is, for any other reason, unenforceable, then such heading, paragraph or subparagraph shall be deemed to be severable and the remaining headings, paragraphs and subparagraphs of these bylaws shall be interpreted so as to be given the broadest meaning possible and such heading, paragraphs and subparagraphs shall remain in force and effect.

### Moving and Changes of Occupancy

- 32**
- (1) When moving into or out of any strata lot, moving trucks and vans must not be parked anywhere on common property that impedes traffic into or out of the buildings or blocks fire access lanes.
  - (2) For the purposes of this bylaw:
    - (a) **“Change in Occupancy”** means a change in the person or persons residing in, or occupying the strata lot that does not involve the movement of furniture, or appliances into or out of the building; and
    - (b) **“Move”** means a change in the person or persons residing in, or occupying a strata lot under a residential tenancy agreement or lease that does involve the movement of furniture or appliances into or out of the building.
  - (3) Before a Change in Occupancy, or Move owners must:
    - (a) provide a minimum of seven (7) days written notice to the property management company, or the Council.
    - (b) in the case of a Change of Occupancy advise the property management company, or the Council, or the Council of the names of the new occupants, or tenants and pay a non-refundable fee of \$50 to the property management company, or the Council.
    - (c) in the case of a Move:
      - (i) advise the property management company, or the Council of the names of the new owners, occupants or tenants and pay a non-refundable fee

- of \$50 and a refundable \$200 damage deposit to the property management company, or the Council;
  - (ii) obtain the elevator key from the property management company, or the Council;
  - (iii) arrange with the property management company, or the Council to install the padded curtain in the elevator;
  - (iv) note any existing damage to the elevator, walls, fixtures and carpets and report these to the property management company, or the Council prior to the Move.
- (4) During a Move owners, tenants and occupants must:
  - (a) ensure that security is maintained and that the front door is not left open and unattended;
  - (b) gather belongings in the hallway outside the elevator prior to loading;
  - (c) lock off the elevator using the elevator key only during the time it takes to load from the hallway, then unload into the next hallway or lobby, (the elevator doors must not be propped open);
  - (d) use the key turn the elevator on again between loads;
  - (e) not lean items against the walls; and
  - (f) not store or leave personal property in common areas except when loading or unloading the elevator.
- (5) Following the completion of a Move, owners, and tenants must:
  - (a) remove the padded curtain from the elevator, fold it and return it to the property management company, or the Council;
  - (b) inspect the elevator, walls, fixtures, and carpets for any damage with the property management company, or the Council; and
  - (c) return elevator keys to the property management company, or the Council.
- (6) Owners, tenants, and occupants must remove moving boxes or containers and moving related garbage from the Strata Corporation and dispose of it at their own cost. The garbage bins and recycling containers are for normal household refuse only. Disposal of furniture, fixtures, equipment, clothing, etc. in the garbage area is prohibited.
- (7) Owners, occupants, and tenants may only perform Moves between 9:00 a.m. and 7:00 p.m. unless other authorized in writing by the Strata Corporation.
- (8) If the common property of the Strata Corporation is damaged, or the Strata Corporation is required to have an extra garbage or recycling pick up, as a result of a Move the Strata Corporation may repair such damage, and / or pay for the cost of the extra garbage and recycling pick up and apply the damage deposit to the cost of such repairs, and / or extra pick up, and recover the additional costs of such repairs or pickups from the responsible owner, tenant or occupant. The costs will include the payment of legal costs if any incurred by the Strata Corporation on a solicitor and own client basis.

- (9) If no damage is caused during the, or extra garbage or recycling pickups are caused by dumping from the, Move the Strata Corporation will refund the damage deposit within 5 days of the Move.
- (10) If the elevator keys are not used during a Move, then the responsible owner or tenant will be liable for a \$50 fine.

### **33. Damage, Insurance, and Risk Allocation**

#### *Insurance Requirements*

- (1) The Strata Corporation shall obtain an appraisal of the property from a qualified appraiser for the purposes of determining full replacement value pursuant to section 149(4)(a) of the Strata Property Act, in each fiscal year.
- (2) The Strata Corporation must obtain and maintain insurance:
  - (a) on the items listed under section 149(1) of the Strata Property Act against all major perils listed in section 9.1(2) of the Strata Property Regulations; and
  - (b) for liability for property damage and bodily injury pursuant to section 150(1) of the Strata Property Act; and
  - (c) on the items listed under section 149(1) of the Strata Property Act against the following perils, if such coverage is commercially available and economically feasible, including:
    - (i) earthquakes;
    - (ii) sewer backups;
    - (iii) floods;
  - (d) against theft or misappropriation of funds; and,
  - (e) for director's and officer's liability in a minimum amount of \$1,000,000.00 and to a maximum amount as advised by the Strata Corporation's insurance broker.
- (3) Owners, tenants, occupants or visitors must not:
  - (a) do anything that will increase the risk of fire or the rate of insurance on the buildings or any part thereof; and
  - (b) cause damage, other than reasonable wear and tear to the common property, limited 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.

#### *Deductibles Are a Common Cost*

- (4) Subject to the regulations and this bylaw:
  - (a) the payment of an insurance deductible in respect of a claim on the Strata Corporation's insurance, or
  - (b) damages or loss caused to building components and fixtures that the Strata Corporation must repair and maintain, that falls below the Strata Corporation's relevant insurance deductibleare common expenses to be contributed to by means of strata fees calculated in accordance with section 99(2) or 100(1) of the Act.

- (5) Despite any other section of the Act or the regulations, Strata Corporation approval is not required for a special levy or for an expenditure from the contingency reserve fund to cover an insurance deductible required to be paid by the Strata Corporation to repair or replace damaged property, unless the Strata Corporation has decided not to repair or replace under section 159.

*Strata Responsible for Emergency Response Work*

(6) The Strata Corporation:

- (a) may cause its contractors and agents to carry out emergency response work to the common property, limited common property and / or within a strata lot, even if the loss or damage appears to be uninsured, or below the relevant insurance deductible; and
- (b) is responsible to make good any damage caused by its investigations or repair (including but not limited to drying) of those parts of the strata lot (including but not limited to the structure and exterior of the building) that it has a duty to repair under the bylaws; and
- (c) must, when repairing or making good damage caused by its investigations or repair work, return any flooring, walls, or ceilings damaged by such work, to a condition, where such components are ready for paint or floor covering to be applied; but
- (d) is not required to remove, store, restore, or replace any alterations to a strata lot, that were made by the owner or previous owner of the strata lot

*Owner's / Tenant's Liability For Loss or Damage*

- (7) Owners or tenants must reimburse the Strata Corporation for any emergency response, repairs and cleanup costs incurred by the Strata Corporation, plus any losses or damages to the owner's or tenant's strata lot, another strata lot, the common property, the limited common property or the contents of same, if:

- (a) that owner or tenant is responsible for the loss or damage; or
- (b) if the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:
  - (i) that owner or tenant; or,
  - (ii) any member of the owner's or tenant's:
    - (1) family; or,
    - (2) pet(s); or,
  - (iii) the owner's or tenant's guests, employees, contractors, agents, tenants, volunteers, or their pets,

but only to the extent that such expense is not, or would not, be met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner or tenant.

*Examples of When the Owner or Tenant Is Liable For Loss or Damage*

- (8) Without restricting the generality of the foregoing, an owner or tenant is responsible for:
- (a) any water escape damage from that owner's or tenant's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment located in or

fixture which forms a part of the owner's or tenant's strata lot including but not limited to hot water tanks, washing machines, driers, dishwashers, stoves and fridges;

- (b) any damage arising out of any alteration, improvement, or addition to the strata lot, the limited common property, or the common property, installed by that owner or tenant or a prior owner or tenant of that strata lot;
- (c) any damage to property that an owner or tenant is required to repair or maintain;
- (d) any damage due to an owner, tenant or occupant not ensuring that their strata lot interior is maintained at a minimum temperature of 12 degrees centigrade, year round; and,
- (e) any damage due to a water pipe leak or any other loss or damage whatsoever that the council reasonably determines resulted from or is contributed to by an owner's, tenant's or occupant's failure to comply with these bylaws.

*Extent of Owner's / Tenant's Liability*

- (9) An owner or tenant shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to the strata lot, common property or limited common property, including legal costs as between a solicitor and his own client, that the owner or tenant is responsible for, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the owner or tenant.
- (10) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs, emergency response costs, and related legal costs may be charged to the owner or tenant and will become due and payable as part of that strata lot's monthly assessment on the first of the month following the date on which the expense was incurred.

*Owner / Tenant Liable Even If Claim is Not Made on Strata's Insurance Policy*

- (11) For greater certainty, an owner or tenant is responsible to pay amounts due under this bylaw even if:
  - (a) that owner or tenant is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act; and
  - (b) the loss or damage is covered by the Strata Corporation's insurance but the Strata Corporation does not make a claim against its insurance.

*Strata Corporation Is Not Strictly Liable For Failure of Property it Must Repair*

- (12) Owners, occupants, tenants and visitors may not claim any compensation from the Strata Corporation for any:
  - (a) un-insured loss or damage, or
  - (b) loss or damage where the total such loss and damage amounted to less than the relevant insurance deductible,to the property or person of the owner, occupant, tenant or visitor arising from any failure of the common property or any part of a strata lot that the Strata Corporation must repair and maintain,

unless such loss or damage resulted from the negligent act or omission on the part of the Strata Corporation, its employees, or agent.

*Owners and Tenants Insurance*

(13) Owners acknowledge that they are solely responsible to obtain and maintain insurance for:

- (a) loss or damage to the owner's or tenant's strata lot and the fixtures referred to in section 149(1)(d) of the Act:
  - (i) against perils that are not insured by the strata corporation, and
  - (ii) for amounts that are in excess of amounts insured by the strata corporation;
- (b) for fixtures in the owner's strata lot, other than the fixtures referred to in section 149(1)(d) of the Act;
- (c) for improvements and alterations to fixtures referred to in section 149(1)(d) of the Act;
- (d) liability for property damage and bodily injury, whether occurring on the owner's strata lot or on the common property in the minimum amount of \$2,000,000; and
- (e) losses from water escape and rupture.

*Owners and tenants must be diligent*

- (14) Owners and tenants must report any water ingress, mold, accident or failure of any water pipes, toilets, drains, electric wires or apparatus, or other fittings or fixtures in any strata lot or in any part of the common property immediately upon discovery to the council or the property manager.
- (15) An owner or tenant who fails to report an issue or incident contrary to subsection (14) will be responsible for any uninsured loss or damage, or additional costs arising out of the delay in reporting the issue or incident.

1. Contact

**Proline Management Ltd.**  
**201 – 20 Burnside Road West**  
**Victoria BC V9A 1B3**  
**250.475.6440**

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

**EPS5860**

**THE OWNERS, STRATA PLAN EPS5860**

**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.

**Marnie Gunther**  
**IWXEF7**

Digitally signed by  
Marnie Gunther IWXEF7  
Date: 2021-11-22  
13:14:56 -08:00

Supplied to StrataDocs 2021/11/23  
Ordered by Troy Petersen 2021/05/27

Ordered By: Troy Petersen of Sutton Group West Coast Realty on 2025/05/27

Uploaded: Nov 23, 2021 Verified: Nov 23, 2021

**Strata Property Act**

**FORM 1**

**AMENDMENTS TO BYLAWS**

(Section 128)

The Owners, Strata Plan EPS5860 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 General Meeting held on September 23, 2021.

**Resolution #5 – ¾ Vote – Move In Fee Bylaw**

**32. Moving and Changes of Occupancy**

- (1) When moving into or out of any strata lot, moving trucks and vans must not be parked anywhere on common property that impedes traffic into or out of the buildings or blocks fire access lanes.
- (2) For the purposes of this bylaw:
  - (a) **"Change in Occupancy"** means a change in the person or persons residing in, or occupying the strata lot that does not involve the movement of furniture, or appliances into or out of the building; and
  - (b) **"Move"** means a change in the person or persons residing in, or occupying a strata lot under a residential tenancy agreement or lease that does involve the movement of furniture or appliances into or out of the building.
- (3) Before a Change in Occupancy, or Move owners must:
  - (a) provide a minimum of seven (7) days written notice to the property management company, or the Council.
  - (b) in the case of a Change of Occupancy advise the property management company, or the Council, or the Council of the names of the new occupants, or tenants and pay a non-refundable fee of \$50 to the property management company, or the Council.
  - (c) in the case of a Move:
    - (i) advise the property management company, or the Council of the names of the new owners, occupants or tenants and pay a non-refundable fee of \$50 and a refundable \$200 damage deposit to the property management company, or the Council;
    - (ii) obtain the elevator key from the property management company, or the Council;
    - (iii) arrange with the property management company, or the Council to install the padded curtain in the elevator;
    - (iv) note any existing damage to the elevator, walls, fixtures and carpets and report these to the property management company, or the Council prior to the Move.
- (4) During a Move owners, tenants and occupants must:
  - (a) ensure that security is maintained and that the front door is not left open and unattended;
  - (b) gather belongings in the hallway outside the elevator prior to loading;
  - (c) lock off the elevator using the elevator key only during the time it takes to load from the hallway, then unload into the next hallway or lobby, (the elevator doors must not be propped open);



- (d) use the key turn the elevator on again between loads;
- (e) not lean items against the walls; and
- (f) not store or leave personal property in common areas except when loading or unloading the elevator.

(5) Following the completion of a Move, owners, and tenants must:

- (a) remove the padded curtain from the elevator, fold it and return it to the property management company, or the Council;
- (b) inspect the elevator, walls, fixtures, and carpets for any damage with the property management company, or the Council; and
- (c) return elevator keys to the property management company, or the Council.

(6) Owners, tenants, and occupants must remove moving boxes or containers and moving related garbage from the Strata Corporation and dispose of it at their own cost. The garbage bins and recycling containers are for normal household refuse only. Disposal of furniture, fixtures, equipment, clothing, etc. in the garbage area is prohibited.

(7) Owners, occupants, and tenants may only perform Moves between 9:00 a.m. and 7:00 p.m. unless other authorized in writing by the Strata Corporation.

(8) If the common property of the Strata Corporation is damaged, or the Strata Corporation is required to have an extra garbage or recycling pick up, as a result of a Move the Strata Corporation may repair such damage, and / or pay for the cost of the extra garbage and recycling pick up and apply the damage deposit to the cost of such repairs, and / or extra pick up, and recover the additional costs of such repairs or pickups from the responsible owner, tenant or occupant. The costs will include the payment of legal costs if any incurred by the Strata Corporation on a solicitor and own client basis.

(9) If no damage is caused during the, or extra garbage or recycling pickups are caused by dumping from the, Move the Strata Corporation will refund the damage deposit within 5 days of the Move.

(10) If the elevator keys are not used during a Move, then the responsible owner or tenant will be liable for a \$50 fine.

**Motion: BE IT RESOLVED BY A ¾ VOTE RESOLUTION OF THE OWNERS OF STRATA PLAN EPS5860 THAT the above bylaw be adopted.**

A revised set of bylaws, incorporating these amendments, is attached.

\_\_\_\_\_  
Signature of Council Member

\_\_\_\_\_  
Signature of Second Council Member

Date: November 15th, 2021

# EPS5860 – Jukebox

## Bylaws

### Division 1 — Duties of Owners, Tenants, Occupants and Visitors

#### 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.

#### Repair and maintenance of property by owner

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

#### Use of property

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
  - (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
  - (d) is illegal, or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, 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) 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.
- (4) An owner, tenant, occupant or visitor may keep in a strata lot only those pets described as follows:
  - (a) dogs or cats, provided that the total number of dogs and cats does not exceed two, and provided that no dog has a height of greater than 75 centimeters measured from the point of the shoulder to the floor when the dog is standing on a level surface with its front feet directly under it and its hind feet in the accepted show stack position for its breed;
  - (b) one aquarium with a maximum capacity of 20 litres of water, and containing only

- fish; and
- (c) up to two caged birds.
- (5) Smoking is not permitted anywhere within any residential unit or on any of the common property or limited common property or any area where the smoke may enter the property. For the purposes of this bylaw, smoking shall include use of electronic cigarettes and similar items.
- (6) An owner must not:
  - (a) Use any part of the common property or the limited common property for storage without the written consent of the council;
  - (b) Use balconies, decks or patios for storage, including for the storage of bicycles, motorcycles, boxes, machinery equipment, without the written consent of the council;
  - (c) Use a barbeque, hibachi or other like cooking devices on a balcony, deck or patio unless such barbeque, hibachi or cooking device is powered by propane, natural gas or electricity while in operation, such cooking device shall be located at least 50 centimeters from the building exterior;
  - (d) For window coverings visible from the exterior of the building, altered, supplementary remove the window coverings originally installed in the strata lot except to replace them with substantially similar window coverings in the same colour and style as the original; this restriction does not apply to supplementary window coverings not visible from the exterior of the building installed interior to the originally installed window coverings;
  - (e) Use or install in or about a strata lot or limited common property any shade, awnings, window or balcony guards or screens, ventilation, supplementary heating or air conditioning devices, except those installations approved in writing by the council;
  - (f) Paint or otherwise cover any exterior doors to a strata lot without the written approval of the council;
  - (g) Change the type of floor service within a residential strata lot from that originally installed without the written approval of the council;
  - (h) Subject to Bylaw 30, place any signs, billboards, notices, placards or advertising matter of any kind, including "For Sale" or "For Lease" signs on, or visible from, the exterior of a residential strata lot, without written approval of council;
  - (i) Place any items on any deck, patio or balcony except barbeques, free standing, self-contained planter boxes, planter boxes properly and securely fastened to the inside of railings, summer furniture and summer furniture accessories , unless approved by strata council.
  - (j) Remit to be used any part of any strata unit or the property as a safe injection site or for such similar purpose nor for dispensing, selling or distributing in any manner whatsoever marijuana or related products.
- (7) The owners of strata lots 1 to 12 inclusive, their employees and clients shall not have

access to those areas of the building above the third floor unless invited or requested to do so by the owner of a strata lot located higher than the third floor

#### **Inform strata corporation**

- 4
- (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
  - (2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

#### **Obtain approval before altering a strata lot**

- 5
- (1) An owner, tenant or occupant 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, decks, patios or other things attached to the exterior of a building;
    - (d) doors, windows or skylights (including the casings, the frames and the sill of such doors, windows and skylights) on the exterior of a building, or that front on the common property or limited common property;
    - (e) fences, railings or similar structures that enclose a patio, or deck;
    - (f) any limited common property;
    - (g) parts of the strata lot which the strata corporation must insure under section 194 of the Act, including, but not limited to, original flooring whether carpeting or hard-surface, and original bathroom and kitchen fixtures;
    - (h) flooring, tiling and plumbing or electric infrastructure within the strata lot.

Notwithstanding the foregoing, the Commercial Strata lots will not be required to obtain the approval of the strata corporation to make changes to interior flooring, carpeting or tiling.
  - (2) The strata corporation must not unreasonably withhold its approval under bylaw 11(1), but may impose conditions and may require as a condition of its approval that the owner enter into an alterations agreement or indemnity agreement with the strata corporation, in the form required by the strata corporation, with respect to the approved alteration, in which, among other things, the owner may be required:
    - (a) to take responsibility for any current and future expenses relating to the alteration, and
    - (b) to remove the alteration and restore any common property or limited common property affected by the alteration, if required by the strata corporation, prior to moving out of the strata lot.
  - (3) In the case of any structural alterations applied for by an owner, the owner must provide to the strata corporation an engineering report that satisfies the strata corporation as to

certain factors including, but not limited to, the following:

- (a) the structural integrity of the strata lot and the building;
  - (b) the safeguarding of the utilities infrastructure.
- (4) Subject to the provisions of the Act, an owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, within the opinion of the council will alter the exterior appearance of the building.
- (5) All expenses related to an approved alteration within a strata lot, including its repair and maintenance, any insurance coverage that is not the responsibility of the strata corporation, and its removal if required by the strata corporation, are the responsibility of the owner of the strata lot regardless of whether that owner installed the alteration.
- (6) An owner must not conduct any alterations or renovations to a strata lot outside of working hours from 9am to 5pm Monday to Friday, without prior written approval of the council.

#### **Obtain approval before altering common property**

- 6
- (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
  - (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

#### **Permit entry to strata lot**

- 7
- (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
    - (a) in an emergency, without notice, to 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.
  - (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

### **Division 2 — Powers and Duties of Strata Corporation**

#### **Repair and maintenance of property by strata corporation**

- 8 The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
  - (b) common property that has not been designated as limited common property;
  - (c) limited common property, but the duty to repair and maintain it is restricted to
    - (i) repair and maintenance that in the ordinary course of events occurs less often

- than once a year, and
- (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
  - (A) the structure of a building;
  - (B) the exterior of a building;
  - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
  - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
  - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
  - (i) the structure of a building,
  - (ii) the exterior of a building,
  - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
  - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
  - (v) fences, railings and similar structures that enclose patios, balconies and yards.

### **Division 3 — Council**

#### **Council size**

- 9** (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- (2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

#### **Council members' terms**

- 10** (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as council member is ending is eligible for reelection.
- (3) to (5) [Repealed 1999-21-51.]

#### **Removing council member**

- 11** (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

### Replacing council member

- 12**
- (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
  - (2) A replacement council member may be appointed from any person eligible to sit on the council.
  - (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
  - (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

### Officers

- 13**
- (1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
  - (2) A person may hold more than one office at a time, other than the offices of president and vice president.
  - (3) The vice president has the powers and duties of the president
    - (a) while the president is absent or is unwilling or unable to act, or
    - (b) for the remainder of the president's term if the president ceases to hold office.
  - (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

### Calling council meetings

- 14**
- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
  - (2) The notice does not have to be in writing.
  - (3) A council meeting may be held on less than one week's notice if
    - (a) all council members consent in advance of the meeting, or
    - (b) the meeting is required to deal with an emergency situation, and all council members either
      - (i) consent in advance of the meeting, or
      - (ii) are unavailable to provide consent after reasonable attempts to contact them.
  - (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

## **Repealed**

**15** [Repealed 2009-17-35.]

## **Quorum of council**

- 16** (1) A quorum of the council is
- (a) 1, if the council consists of one member,
  - (b) 2, if the council consists of 2, 3 or 4 members,
  - (c) 3, if the council consists of 5 or 6 members, and
  - (d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

## **Council meetings**

- 17** (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the Act;
  - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
  - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

## **Voting at council meetings**

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

## **Council to inform owners of minutes**

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

## **Delegation of council's powers and duties**

- 20** (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and



duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

- (2) The council may delegate its spending powers or duties, but only by a resolution that
  - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
  - (b) delegates the general authority to make expenditures in accordance with subsection(3).
- (3) A delegation of a general authority to make expenditures must
  - (a) set a maximum amount that may be spent, and
  - (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, or
  - (c) whether a person should be denied access to a recreational facility.

- 20.1**
- (1) Subject to bylaw (2), and pursuant to section 171 (4) of the Act, the authorization of a % vote at an annual or special general meeting shall not be required for proceedings to be taken under the Small Claims Act by the strata corporation or Section against an owner or other person to collect money owing, including money owing as a fine.
  - (2) Except for claims within the Small Claims Act jurisdiction that are required to be resolved under the Civil Resolution Tribunal Act of British Columbia, the determination as whether to proceed under the Small Claims Act shall be made by the council.
  - (3) The decision whether to make a claim under the Civil Resolution Tribunal Act is at the discretion of the council."

#### **Spending restrictions**

- 21**
- (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
  - (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

#### **Limitation on liability of council member**

- 22**
- (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
  - (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

## Division 4 — Enforcement of Bylaws and Rules

### Maximum fine

- 23** (1) The strata corporation may fine an owner or tenant a maximum of
- (a) \$200 for each contravention of a bylaw, and
  - (b) \$50 for each contravention of a rule.
- (2) 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.

### Continuing contravention

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

### Rental

- 24(1)** Short-term rentals shall be conducted in accordance with applicable City of Victoria bylaws.

## Division 5 — Annual and Special General Meetings

### Person to chair meeting

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

### Participation by other than eligible voters

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

### Voting

- 27** (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

### **Order of business**

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

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last annual or special general meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

**28(1)** Notwithstanding section 48 (3) of the Act, if within fifteen minutes from the time appointed for an annual or special general meeting, a quorum is not present, the eligible voters, in person or by proxy, constitute a quorum and the meeting shall proceed.

## Division 6 — Voluntary Dispute Resolution

### Voluntary dispute resolution

- 29 (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
  - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
  - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

## Division 7 — Marketing Activities by Owner Developer

### Display lot

- 30 Notwithstanding any other provision in these bylaws, during the time the developer is the owner or lease of any strata lot, it will have the right to:
- (a) maintain any strata lot or strata lots, whether owner or leased by it, as display suites and/or presentation centers and to carry on within such strata lots and within any area of the common property or limited common property of the development any marketing and sales functions in respect of the development.
  - (b) Erect and maintain signage in and around any unsold strata lots and on the common property or limited common property of the development for the duration of the marketing and sales program;
  - (c) maintain display areas, landscaping and parking areas;
  - (d) use any parking intended to be assigned to any unsold strata lots for marketing and sales purposes and for any other reason related to the development; and
  - (e) have access to any and all parts of the common property and limited common property for the purpose of showing strata lots, the common property and the limited common property to prospective purchasers and their representatives,

provided that in exercising its rights under this bylaw, the developer will at all times act reasonably in relation to the rights of the other owners.

## Division 8 — Severability

For the purposes of interpretation of these bylaws and any amendments, additions or alterations to them, each heading, paragraph, and subparagraph shall be deemed to be a separate section with the intent that

should an Arbitrator or Court of Competent Jurisdiction find that any such heading, paragraph or subparagraph of these bylaws or any amendments is void for uncertainty or is ultra vires the strata corporation or is, for any other reason, unenforceable, then such heading, paragraph or subparagraph shall be deemed to be severable and the remaining headings, paragraphs and subparagraphs of these bylaws shall be interpreted so as to be given the broadest meaning possible and such heading, paragraphs and subparagraphs shall remain in force and effect.

### **Moving and Changes of Occupancy**

- 32**
- (1) When moving into or out of any strata lot, moving trucks and vans must not be parked anywhere on common property that impedes traffic into or out of the buildings or blocks fire access lanes.
  - (2) For the purposes of this bylaw:
    - (a) **“Change in Occupancy”** means a change in the person or persons residing in, or occupying the strata lot that does not involve the movement of furniture, or appliances into or out of the building; and
    - (b) **“Move”** means a change in the person or persons residing in, or occupying a strata lot under a residential tenancy agreement or lease that does involve the movement of furniture or appliances into or out of the building.
  - (3) Before a Change in Occupancy, or Move owners must:
    - (a) provide a minimum of seven (7) days written notice to the property management company, or the Council.
    - (b) in the case of a Change of Occupancy advise the property management company, or the Council, or the Council of the names of the new occupants, or tenants and pay a non-refundable fee of \$50 to the property management company, or the Council.
    - (c) in the case of a Move:
      - (i) advise the property management company, or the Council of the names of the new owners, occupants or tenants and pay a non-refundable fee of \$50 and a refundable \$200 damage deposit to the property management company, or the Council;
      - (ii) obtain the elevator key from the property management company, or the Council;
      - (iii) arrange with the property management company, or the Council to install the padded curtain in the elevator;
      - (iv) note any existing damage to the elevator, walls, fixtures and carpets and report these to the property management company, or the Council prior to the Move.
  - (4) During a Move owners, tenants and occupants must:
    - (a) ensure that security is maintained and that the front door is not left open and unattended;
    - (b) gather belongings in the hallway outside the elevator prior to loading;

- (c) lock off the elevator using the elevator key only during the time it takes to load from the hallway, then unload into the next hallway or lobby, (the elevator doors must not be propped open);
  - (d) use the key turn the elevator on again between loads;
  - (e) not lean items against the walls; and
  - (f) not store or leave personal property in common areas except when loading or unloading the elevator.
- (5) Following the completion of a Move, owners, and tenants must:
  - (a) remove the padded curtain from the elevator, fold it and return it to the property management company, or the Council;
  - (b) inspect the elevator, walls, fixtures, and carpets for any damage with the property management company, or the Council; and
  - (c) return elevator keys to the property management company, or the Council.
- (6) Owners, tenants, and occupants must remove moving boxes or containers and moving related garbage from the Strata Corporation and dispose of it at their own cost. The garbage bins and recycling containers are for normal household refuse only. Disposal of furniture, fixtures, equipment, clothing, etc. in the garbage area is prohibited.
- (7) Owners, occupants, and tenants may only perform Moves between 9:00 a.m. and 7:00 p.m. unless other authorized in writing by the Strata Corporation.
- (8) If the common property of the Strata Corporation is damaged, or the Strata Corporation is required to have an extra garbage or recycling pick up, as a result of a Move the Strata Corporation may repair such damage, and / or pay for the cost of the extra garbage and recycling pick up and apply the damage deposit to the cost of such repairs, and / or extra pick up, and recover the additional costs of such repairs or pickups from the responsible owner, tenant or occupant. The costs will include the payment of legal costs if any incurred by the Strata Corporation on a solicitor and own client basis.
- (9) If no damage is caused during the, or extra garbage or recycling pickups are caused by dumping from the, Move the Strata Corporation will refund the damage deposit within 5 days of the Move.
- (10) If the elevator keys are not used during a Move, then the responsible owner or tenant will be liable for a \$50 fine.

- Malcolm Grant  
McMicken  
6VUCY1
- Digitally signed by Malcolm  
Grant McMicken 6VUCY1  
Date: 2019.04.18 13:04:07  
-07'00'

- Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

Deduct LTSA Fees? Yes

LTO Document Reference:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STRATA PROPERTY ACT FORM OR OTHER SUPPORTING LTO Document

DESCRIPTION OF LAND:  
LEGAL DESCRIPTION]

Ordered By: Troy Petersen of Sutton Group West Coast Realty on 2025/05/27

Uploaded: Aug 09, 2019 Verified: Aug 09, 2019

FORM Y

**Strata Property Act**

**OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS**

(Section 245 (d), Regulation section 14.6 (2))

Re: Strata Plan EPS EPS 5860, being a strata plan of

Parcel Identifier: 001-048-953

Lot 1, District Lots 1001, 1002, 1003 and 1004, Victoria City, Plan 37394

The following or attached bylaws differ from the Standard Bylaws to the *Strata Property Act*, as permitted by section 120 of the Act. These bylaws are to be read together with the Standard Bylaws which shall also apply but where the following bylaws are inconsistent or conflict with the Standard Bylaws, the following bylaws shall apply.

1. Bylaw 3 (Use of the Property) is amended by deleting Bylaw 3(4) and substituting the following:

"3(4) An owner, tenant, occupant or visitor may keep in a strata lot only those pets described as follows:

- (a) dogs or cats, provided that the total number of dogs and cats does not exceed two, and provided that no dog has a height of greater than 75 centimeters measured from the point of the shoulder to the floor when the dog is standing on a level surface with its front feet directly under it and its hind feet in the accepted show stack position for its breed;
- (b) one aquarium with a maximum capacity of 20 litres of water, and containing only fish; and
- (c) up to two caged birds."

2. Bylaw 3 (Use of the Property) is further amended by adding the following subsections:

"(5) Smoking is not permitted anywhere within any residential unit or on any of the common property or limited common property or any area where the smoke may enter the property. For the purposes of this bylaw, smoking shall include use of electronic cigarettes and similar items.

(6) An owner must not:



- (a) Use any part of the common property or the limited common property for storage without the written consent of the council;
  - (b) Use balconies, decks or patios for storage, including for the storage of bicycles, motorcycles, boxes, machinery equipment, without the written consent of the council;
  - (c) Use a barbeque, hibachi or other like cooking devices on a balcony, deck or patio unless such barbeque, hibachi or cooking device is powered by propane, natural gas or electricity while in operation, such cooking device shall be located at least 50 centimeters from the building exterior;
  - (d) For window coverings visible from the exterior of the building, altered, supplementary remove the window coverings originally installed in the strata lot except to replace them with substantially similar window coverings in the same colour and style as the original; this restriction does not apply to supplementary window coverings not visible from the exterior of the building installed interior to the originally installed window coverings;
  - (e) Use or install in or about a strata lot or limited common property any shade, awnings, window or balcony guards or screens, ventilation, supplementary heating or air conditioning devices, except those installations approved in writing by the council;
  - (f) Paint or otherwise cover any exterior doors to a strata lot without the written approval of the council;
  - (g) Change the type of floor service within a residential strata lot from that originally installed without the written approval of the council;
  - (h) Subject to Bylaw 30, place any signs, billboards, notices, placards or advertising matter of any kind, including "For Sale" or "For Lease" signs on, or visible from, the exterior of a residential strata lot, without written approval of council;
  - (i) Place any items on any deck, patio or balcony except barbeques, free standing, self-contained planter boxes, planter boxes properly and securely fastened to the inside of railings, summer furniture and summer furniture accessories, unless approved by strata council.
  - (j) Remit to be used any part of any strata unit or the property as a safe injection site or for such similar purpose nor for dispensing, selling or distributing in any manner whatsoever marijuana or related products."
- (7) The owners of strata lots 1 to 12 inclusive, their employees and clients shall not have access to those areas of the building above the third floor unless invited or requested to do so by the owner of a strata lot located higher than the third floor."

3. Bylaw 5 (Obtain Approval Before Altering a Strata Lot) is amended by deleting Bylaw 5 and substituting in the following:

"5(1) An owner, tenant or occupant 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, decks, patios or other things attached to the exterior of a building;
- (d) doors, windows or skylights (including the casings, the frames and the sill of such doors, windows and skylights) on the exterior of a building, or that front on the common property or limited common property;
- (e) fences, railings or similar structures that enclose a patio, or deck;
- (f) any limited common property;
- (g) parts of the strata lot which the strata corporation must insure under section 194 of the Act, including, but not limited to, original flooring whether carpeting or hard-surface, and original bathroom and kitchen fixtures;
- (h) flooring, tiling and plumbing or electric infrastructure within the strata lot.

Notwithstanding the foregoing, the Commercial Strata lots will not be required to obtain the approval of the strata corporation to make changes to interior flooring, carpeting or tiling.

5(2) The strata corporation must not unreasonably withhold its approval under bylaw 11(1), but may impose conditions and may require as a condition of its approval that the owner enter into an alterations agreement or indemnity agreement with the strata corporation, in the form required by the strata corporation, with respect to the approved alteration, in which, among other things, the owner may be required:

- (a) to take responsibility for any current and future expenses relating to the alteration, and
- (b) to remove the alteration and restore any common property or limited common property affected by the alteration, if required by the strata corporation, prior to moving out of the strata lot.

5(3) In the case of any structural alterations applied for by an owner, the owner must provide to the strata corporation an engineering report that satisfies the strata corporation as to certain factors including, but not limited to, the following:

- (a) the structural integrity of the strata lot and the building;

(b) the safeguarding of the utilities infrastructure.

5(4) Subject to the provisions of the Act, an owner, tenant or occupant must not do any act, nor alter a strata lot, in any manner, within in the opinion of the council will alter the exterior appearance of the building.

5(5) All expenses related to an approved alteration within a strata lot, including its repair and maintenance, any insurance coverage that is not the responsibility of the strata corporation, and its removal if required by the strata corporation, are the responsibility of the owner of the strata lot regardless of whether that owner installed the alteration.

5(6) An owner must not conduct any alterations or renovations to a strata lot outside of working hours from 9am to 5pm Monday to Friday, without prior written approval of the council."

4. The following Bylaw 20(1) is added immediately following section 20:

"20(1) Subject to bylaw (2), and pursuant to section 171 (4) of the Act, the authorization of a  $\frac{3}{4}$  vote at an annual or special general meeting shall not be required for proceedings to be taken under the Small Claims Act by the strata corporation or Section against an owner or other person to collect money owing, including money owing as a fine.

20(2) Except for claims within the Small Claims Act jurisdiction that are required to be resolved under the Civil Resolution Tribunal Act of British Columbia, the determination as whether to proceed under the Small Claims Act shall be made by the council.

20(3) The decision whether to make a claim under the Civil Resolution Tribunal Act is at the discretion of the council."

5. Bylaw 23 (Maximum Fine) is amended by deleting Bylaw 23 and substituting the following:

"23(1) The strata corporation may fine an owner or tenant a maximum of:

- (a) \$200 for each contravention of a bylaw; and
- (b) \$50 for each contravention of a rule.

23(2) 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."

6. The following Bylaw 24(1) (Rental) is added immediately following Bylaw 24:



"24(1) Short-term rentals shall be conducted in accordance with applicable City of Victoria bylaws."

7. The following Bylaw 28(1) is added immediately following Bylaw 28:

"28(1) Notwithstanding section 48 (3) of the Act, if within fifteen minutes from the time appointed for an annual or special general meeting, a quorum is not present, the eligible voters, in person or by proxy, constitute a quorum and the meeting shall proceed."

8. Bylaw 30 (Marketing Activities by Owner/Developer) is amended by deleting Bylaw 30 and substituting the following:

"30. Notwithstanding any other provision in these bylaws, during the time the developer is the owner or lease of any strata lot, it will have the right to:

- (a) maintain any strata lot or strata lots, whether owner or leased by it, as display suites and/or presentation centers and to carry on within such strata lots and within any area of the common property or limited common property of the development any marketing and sales functions in respect of the development;
- (b) erect and maintain signage in and around any unsold strata lots and on the common property or limited common property of the development for the duration of the marketing and sales program;
- (c) maintain display areas, landscaping and parking areas;
- (d) use any parking intended to be assigned to any unsold strata lots for marketing and sales purposes and for any other reason related to the development; and
- (e) have access to any and all parts of the common property and limited common property for the purpose of showing strata lots, the common property and the limited common property to prospective purchasers and their representatives,

provided that in exercising its rights under this bylaw, the developer will at all times act reasonably in relation to the rights of the other owners."

9. The following division 8 (Severability) is added immediately following Division 7:

"Division 8: Severability

For the purposes of interpretation of these bylaws and any amendments, additions or alterations to them, each heading, paragraph, and subparagraph shall be deemed to be a separate section with the intent that should an Arbitrator or Court of Competent Jurisdiction find that any such


heading, paragraph or subparagraph of these bylaws or any amendments is void for uncertainty or is ultra vires the strata corporation or is, for any other reason, unenforceable, then such heading, paragraph or subparagraph shall be deemed to be severable and the remaining headings, paragraphs and subparagraphs of these bylaws shall be interpreted so as to be given the broadest meaning possible and such heading, paragraphs and subparagraphs shall remain in force and effect."

Date:

June 22, 2017

**0915303 B.C. LTD.**

per:



Authorized Signatory

Supplied to StrataDocs 2019/08/09  
Ordered by Troy Petersen 2025/05/27

Ordered By: Troy Petersen of Sutton Group West Coast Realty on 2025/05/27

## EPS5860 – Jukebox



## RULES

January 27, 2025

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Supplied to StrataDocs 2025/02/13  
Ordered by Troy Petersen 2025/05/27



### **Christmas Tree Prohibition**

- 1 Live Christmas trees are not permitted to be stored on or transported through the common property

### **Gym & Patio Rules**

- 2
  - (1) Hours of Operation: 5:00 am – 9:00 pm.
  - (2) Quiet hours are from 5:00 am – 7:00 am.
  - (3) Use equipment at your own risk.
  - (4) No persons under 16 permitted without adult supervision.
  - (5) Use equipment properly and follow any directions carefully.
  - (6) Management and the strata corporation are not responsible for any injuries you may suffer.
  - (7) Proper gym attire must be worn, including shirts, and clean indoor gym shoes.
  - (8) Report damaged or dangerous equipment immediately to management.
  - (9) Limit cardio equipment use to 30 minutes if other waiting.
  - (10) No food, smoking, alcohol or glass containers permitted.
  - (11) Refrain from dropping or slamming weights.
  - (12) Wipe down equipment after use.
  - (13) Close windows and patio doors when leaving.
  - (14) No pets permitted.
  - (15) Non-resident guests are not allowed.
  - (16) The use of personal sound systems or other speakers in the gym are prohibited. Use of headphones or earbuds are acceptable.
  - (17) In respect of other gym users, please keep the TV volume down.

### **Patio Rules (Zen Garden)**

- 3
  - (1) Ensure you have your secondary key to re-enter the gym.
  - (2) No smoking allowed.
  - (3) Respecting neighbouring units by keeping noise down.
  - (4) Tidy up seating and remove all personal items before leaving.
  - (5) Access outside the boundary of the patio is prohibited.
  - (6) Glass containers are not permitted
  - (7) Open 5:00 am to 9:00 pm.
  - (8) Closed for cleaning 11:00 am-12:00 pm.
  - (9) Hours may be subject to change.



#### **Locker Rules – Effective November 18, 2021**

- 4
- (1) Residents are required to padlock their lockers as assigned immediately.
  - (2) When a complaint is received on incorrect usage of a locker, residents will be informed by way of general notice that will be posted on the locker and circulated to residents. Two weeks will be given to remove their lock and their stored items from the incorrect locker.
  - (3) Following that and failing compliance, the lock will be cut, and the items will be removed by the Caretaker, stored in a separate location, and discarded after two additional weeks.
  - (4) Council will attempt to retain items of value for longer but reserves the right to discard any improperly stored items.

#### **Move In/Out Rules**

- 5
- (1) Prior to a move, residents are asked to ensure that the Operations Coordinator is contacted to arrange for the resident's name to be updated on the enterphone panel.
  - (2) The Operations Coordinator and/or Property Manager must be notified in writing seven (7) days in advance of a move.
  - (3) A \$50.00 cash security deposit is required for the elevator key. This deposit will be refunded to the resident upon return of the key.
  - (4) Moves may only take place between the hours of 10:00am and 6:00pm, Monday to Friday; weekend or holiday moves are by appointment only, in four-hour periods, and must be booked through the CBM Building Management.
  - (5) Once a request is received, the Building Manager will arrange to have the elevator pads hung and for an Elevator Service Key to be picked up in advance of the move date.
  - (6) In the case of a tenant moving in, a Form K must be completed by both the landlord and tenant and submitted to Proline prior to the name being added to the enterphone panel.
  - (7) In order to protect the security of the building, exterior doors may not be blocked open during moves unless a responsible adult is in attendance for the entirety of the time. Open doors may not be left unattended.
  - (8) In order to protect the walls of the building, especially the wallpapered sections facing the elevator, please ask your mover to be careful of the walls and to not lean boxes, crates, or other items against the walls.
  - (9) The pickup and moving out of empty boxes and moving/storage crates subsequent to the main move as well as subsequent furniture deliveries or pickups require the Operations Coordinator and/or Building Manager to be advised so that the elevator protective pads can be installed.
  - (10) Disposal of unwanted furniture, equipment, clothing, etc. in the garbage area is NOT Permitted. The garbage bins are for household refuse only.
  - (11) The Strata Corporation may make, amend, rescind and enforce these rules and regulations it considers necessary or desired, as required.

#### **Pet Policy Rules [Repealed January 27, 2025]**



**Jukebox  
EPS5860**

**Christmas Tree Prohibition**

Live Christmas trees are not permitted to be stored on or transported through the common property.

Supplied to StrataDocs 2023/11/17  
Ordered by Troy Petersen 2025/05/27



**Jukebox  
EPS5860**

**Gym & Patio Rules**

**Hours of Operation: 5:00am – 9:00pm**

**GYM RULES**

- Quiet hours are from 5am to 7am
- Use equipment at your own risk
- No persons under 16 permitted without adult supervision
- Use equipment properly and follow any directions carefully
- Management and the strata corporation are not responsible for any injuries you may suffer
- Proper gym attire must be worn, including shirts, and clean indoor gym shoes
- Report damaged or dangerous equipment immediately to management
- Limit cardio equipment use to 30 minutes if others waiting
- No food, smoking, alcohol or glass containers permitted
- Refrain from dropping or slamming weights
- Wipe down equipment after use
- Close windows and patio doors when leaving
- No pets permitted
- Non-resident guests are not allowed
- The use of personal sound systems or other speakers in the gym are prohibited. Use of headphones or earbuds are acceptable
- In respect of other gym users, please keep the TV volume down

**PATIO RULES (Zen Garden)**

- Ensure you have your secondary key to re-enter the gym
- No smoking allowed
- Respect neighbouring units by keeping noise down
- Tidy up seating and remove all personal items before leaving
- Access outside the boundary of the patio is prohibited
- Glass containers are not permitted

**HOURS**

- Open 5:00am to 9:00pm

- Closed for cleaning 11:00am -12:00pm
- Hours may be subject to change

Supplied to StrataDocs 2023/11/17  
Ordered by Troy Petersen 2025/05/27

## **LOCKER RULES – effective November 18, 2021**

1. Residents are required to padlock their lockers as assigned immediately.
2. When a complaint is received on incorrect usage of a locker, residents will be informed by way of general notice that will be posted on the locker and circulated to residents. Two weeks will be given to remove their lock and their stored items from the incorrect locker.
3. Following that and failing compliance, the lock will be cut, and the items will be removed by the Caretaker, stored in a separate location, and discarded after two additional weeks.
4. Council will attempt to retain items of value for longer but reserves the right to discard any improperly stored items.

Supplied to StrataDocs 2023/11/17  
Ordered by Troy Petersen 2025/05/27



**Jukebox  
EPS5860**

**Move In/Out Rules**

- (1) Prior to a move, residents are asked to ensure that the Operations Coordinator is contacted to arrange for the resident's name to be updated on the enterphone panel.
- (2) The Operations Coordinator and/or Property Manager must be notified in writing seven (7) days in advance of a move.
- (3) A \$50.00 cash security deposit is required for the elevator key. This deposit will be refunded to the resident upon return of the key.
- (4) Moves may only take place between the hours of 10:00am and 6:00pm, Monday to Friday; weekend or holiday moves are by appointment only, in four-hour periods, and must be booked through the CBM Building Management.
- (5) Once a request is received, the Building Manager will arrange to have the elevator pads hung and for an Elevator Service Key to be picked up in advance of the move date.
- (6) In the case of a tenant moving in, a Form K must be completed by both the landlord and tenant and submitted to Proline prior to the name being added to the enterphone panel.
- (7) In order to protect the security of the building, exterior doors may not be blocked open during moves unless a responsible adult is in attendance for the entirety of the time. Open doors may not be left unattended.
- (8) In order to protect the walls of the building, especially the wallpapered sections facing the elevator, please ask your mover to be careful of the walls and to not lean boxes, crates, or other items against the walls.
- (9) The pickup and moving out of empty boxes and moving/storage crates subsequent to the main move as well as subsequent furniture deliveries or pickups require the Operations Coordinator and/or Building Manager to be advised so that the elevator protective pads can be installed.
- (10) Disposal of unwanted furniture, equipment, clothing, etc. in the garbage area is NOT Permitted. The garbage bins are for household refuse only.
- (11) The Strata Corporation may make, amend, rescind and enforce these rules and regulations it considers necessary or desired, as required.



**Jukebox  
EPS5860**

**Pet Policy Rules**

**Pets and animal restrictions**

- (1) (1) An owner, tenant or occupant that keeps an animal or pet must comply with these rules enacted by the council on behalf of the strata corporation with respect to the keeping of pets.
- (2) An owner, tenant, or occupant of a strata lot that keeps a dog, cat or other non-caged animal in his or her strata lot, either permanently or temporarily, will only keep a pet or animal in his or her strata lot in compliance with these rules.
- (3) An owner, tenant, occupant, employee or visitor must ensure that all animals and pets are leashed or otherwise secured and under the control of a responsible adult when on the common property or on land that is a common asset.
- (4) No owner or occupant of a strata lot will permit his or her pet or animal to urinate or defecate on the common property or on any limited common property, and if any pet or animal does urinate or defecate on the common property or on any limited common property, then the owner or occupant will immediately and completely remove all of his or her pet's or animal's waste from the common property or limited common property, as the case may be, and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation:
  - (a) any special cleaning is required as a result of the pet or animal urinating or defecating, then the owner or occupant will pay all costs of such special cleaning; or
  - (b) replacement of the floor covering is necessary as a result of the pet or animal urinating or defecating, then the owner or occupant will pay all costs of such replacement.
- (5) An owner of a strata lot whose guest, employee or invitee brings an animal or pet onto the common property or any limited common property will be responsible to ensure that the guest or invitee complies with all requirements of these rules as they relate to pets and will perform all of the duties and obligations with respect to that pet or animal as set out in these rules as if the pet or animal were one kept by the owner or occupant in his or her strata lot.
- (6) The strata corporation may:
  - (a) make, amend, rescind and enforce rules and regulations it considers necessary or desirable from time to time in relation to the terms and conditions under which any animal or type of animal may be permitted on the common property and the types of pet permitted to be on the common property and, for this purpose, make different rules and regulations and different terms and conditions for different types of pets or animals; and
  - (b) require removal by an owner or occupier of any strata lot of any pet or other animal kept by the owner or occupier in a strata lot if such pet or animal, in the opinion of the council,

constitutes a nuisance to any owner or occupier of a strata lot, or causes danger or damage to any owner or occupier of a strata lot or to any property of the strata corporation or an owner or occupier of a strata lot.

Supplied to StrataDocs 2023/11/17  
Ordered by Troy Petersen 2025/05/27





# Jukebox Gym & Patio Rules Strata Plan EPS5860



## Hours of Operation: 5:00am – 9:00pm

### GYM RULES

- Quiet hours are from 5am to 7am
- Use equipment at your own risk
- No persons under 16 permitted without adult supervision
- Use equipment properly and follow any directions carefully
- Management and the strata corporation are not responsible for any injuries you may suffer
- Proper gym attire must be worn, including shirts, and clean indoor gym shoes
- Report damaged or dangerous equipment immediately to management
- Limit cardio equipment use to 30 minutes if others waiting
- No food, smoking, alcohol or glass containers permitted
- Refrain from dropping or slamming weights
- Wipe down equipment after use
- Close windows and patio doors when leaving
- No pets permitted
- Non-resident guests are not allowed
- The use of personal sound systems or other speakers in the gym are prohibited. Use of headphones or earbuds are acceptable
- In respect of other gym users, please keep the TV volume down

### **PATIO RULES (Zen Garden)**

- Ensure you have your secondary key to re-enter the gym
- No smoking allowed
- Respect neighbouring units by keeping noise down
- Tidy up seating and remove all personal items before leaving
- Access outside the boundary of the patio is prohibited
- Glass containers are not permitted

### **HOURS**

- Open 5:00am to 9:00pm
- Closed for cleaning 11:00am -12:00pm
- Hours may be subject to change

Supplied to StrataDocs 2023/01/26  
Ordered by Troy Petersen 2025/05/27

## PET POLICY RULES – Ratified September 30, 2020

### Pets and animal restrictions

- (1) (1) An owner, tenant or occupant that keeps an animal or pet must comply with these rules enacted by the council on behalf of the strata corporation with respect to the keeping of pets.
- (2) An owner, tenant, or occupant of a strata lot that keeps a dog, cat or other non-caged animal in his or her strata lot, either permanently or temporarily, will only keep a pet or animal in his or her strata lot in compliance with these rules.
- (3) An owner, tenant, occupant, employee or visitor must ensure that all animals and pets are leashed or otherwise secured and under the control of a responsible adult when on the common property or on land that is a common asset.
- (4) No owner or occupant of a strata lot will permit his or her pet or animal to urinate or defecate on the common property or on any limited common property, and if any pet or animal does urinate or defecate on the common property or on any limited common property, then the owner or occupant will immediately and completely remove all of his or her pet's or animal's waste from the common property or limited common property, as the case may be, and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation:
  - (a) any special cleaning is required as a result of the pet or animal urinating or defecating, then the owner or occupant will pay all costs of such special cleaning; or
  - (b) replacement of the floor covering is necessary as a result of the pet or animal urinating or defecating, then the owner or occupant will pay all costs of such replacement.
- (5) An owner of a strata lot whose guest, employee or invitee brings an animal or pet onto the common property or any limited common property will be responsible to ensure that the guest or invitee complies with all requirements of these rules as they relate to pets and will perform all of the duties and obligations with respect to that pet or animal as set out in these rules as if the pet or animal were one kept by the owner or occupant in his or her strata lot.
- (6) The strata corporation may:
  - (a) make, amend, rescind and enforce rules and regulations it considers necessary or desirable from time to time in relation to the terms and conditions under which any animal or type of animal may be permitted on the common property and the types of pet permitted to be on the common property and, for this purpose, make different rules and regulations and different terms and conditions for different types of pets or animals; and
  - (b) require removal by an owner or occupier of any strata lot of any pet or other animal kept by the owner or occupier in a strata lot if such pet or animal, in the opinion of the council, constitutes a nuisance to any owner or occupier of a strata

lot, or causes danger or damage to any owner or occupier of a strata lot or to any property of the strata corporation or an owner or occupier of a strata lot.

Supplied to StrataDocs 2023/01/26  
Ordered by Troy Petersen 2025/05/27

## MOVE IN/OUT RULES – Ratified September 30, 2020

- (1) Prior to a move, residents are asked to ensure that the Operations Coordinator is contacted to arrange for the resident's name to be updated on the enterphone panel.
- (2) The Operations Coordinator and/or Property Manager must be notified in writing seven (7) days in advance of a move.
- (3) A \$50.00 cash security deposit is required for the elevator key. This deposit will be refunded to the resident upon return of the key.
- (4) Moves may only take place between the hours of 10:00am and 6:00pm, Monday to Friday; weekend or holiday moves are by appointment only, in four-hour periods, and must be booked through the CBM Building Management.
- (5) Once a request is received, the Building Manager will arrange to have the elevator pads hung and for an Elevator Service Key to be picked up in advance of the move date.
- (6) In the case of a tenant moving in, a Form K must be completed by both the landlord and tenant and submitted to Proline prior to the name being added to the enterphone panel.
- (7) In order to protect the security of the building, exterior doors may not be blocked open during moves unless a responsible adult is in attendance for the entirety of the time. Open doors may not be left unattended.
- (8) In order to protect the walls of the building, especially the wallpapered sections facing the elevator, please ask your mover to be careful of the walls and to not lean boxes, crates, or other items against the walls.
- (9) The pickup and moving out of empty boxes and moving/storage crates subsequent to the main move as well as subsequent furniture deliveries or pickups require the Operations Coordinator and/or Building Manager to be advised so that the elevator protective pads can be installed.
- (10) Disposal of unwanted furniture, equipment, clothing, etc. in the garbage area is NOT Permitted. The garbage bins are for household refuse only.
- (11) The Strata Corporation may make, amend, rescind and enforce these rules and regulations it considers necessary or desired, as required.

## **LOCKER RULES – effective November 18, 2021**

1. Residents are required to padlock their lockers as assigned immediately.
2. When a complaint is received on incorrect usage of a locker, residents will be informed by way of general notice that will be posted on the locker and circulated to residents. Two weeks will be given to remove their lock and their stored items from the incorrect locker.
3. Following that and failing compliance, the lock will be cut, and the items will be removed by the Caretaker, stored in a separate location, and discarded after two additional weeks.
4. Council will attempt to retain items of value for longer but reserves the right to discard any improperly stored items.

Supplied to StrataDocs 2023/01/26  
Ordered by Troy Petersen 2025/05/27

Christmas Tree Prohibition

Live Christmas trees are not permitted to be stored on or transported through the common property.

Supplied to StrataDocs 2023/01/26  
Ordered by Troy Petersen 2025/05/27