

ST. ANDREWS WALK RULES AND REGULATIONS 2017

1. PARKING STALLS

1.1 An Owner, tenant, or occupant shall not:

- (a) normally use any parking space other than the Limited Common Property Parking Stall that belongs to his or her strata lot.
- (b) carry out any oil changes, major repairs or adjustments to motor vehicles other mechanical equipment on common property or on any limited common property, except in cases of an emergency;
- (c) use the parking stalls for storage of any objects;
- (d) park or store any boat(s) or trailer(s) in the parkade.

1.2 An Owner, tenant or occupant may only:

- (a) use parking stalls or rental stalls for the parking of licensed and insured vehicles including licensed and insured Motorcycles;
- (b) park a licensed and insured Motorcycle in front or behind a vehicle in a parking stall as long as it does not protrude into the laneway or exceed the limits of the parking stall painted lines.

1.3 An Owner, tenant or occupant must promptly, and at his or her own expense, clean up any oil or other substance which spills or leaks on to the common property or limited common property.

1.4 All vehicles that use common electricity in the parkades are subject to a charge of \$10.00 a month for motorcycles and \$20.00 for cars.

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Ordered by Troy Petersen on 2021/10/12/21

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.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*.

1. CONTACT: (Name, address, phone number)

Deduct LTSA Fees? Yes

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

LTO Document Reference:

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

Supplied
Ordered

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Strata Property Act

FORM I

AMENDMENTS TO BYLAWS

(Section 128)

The Owners, Strata Plan VIS6323 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 December 18, 2017.

Resolution:

BE IT RESOLVED, BY A ¾ VOTE OF THE OWNERS STRATA PLAN VIS6323, that the Strata Corporation amends its bylaws: Use and Rental Restrictions of Strata Lots, 13 (10):

13.10. Prohibition against use of Strata Lot as transient accommodation.

- (i) **Owners, occupants and tenants may not:**
 - (a) **rent, let, lease, or provide a license of occupancy to all or any part of their strata lot for use as transient accommodation;**
 - (b) **market, list, offer or advertise all or any part of their strata lot as being available for use as transient accommodation.**
- (ii) **For the purposes of this bylaw: owners, tenants and occupants will be deemed to be using their strata lot as transient accommodation, if they rent, lease, let, or provide a license of occupancy to all or part of their strata lot, in exchange for monetary compensation, to any person or persons to reside in or occupy for less than one month.**
- (iii) **Where an owner, occupant or tenant contravenes bylaws 13.10 (ii)(a) or 13.10 (ii)(b) above the owner will subject to a fine of up to \$200.00 for:**
 - (a) **each time the strata lot is advertised or marketed contrary to bylaw 13.10 (ii)(b) above; or**
 - (b) **each night the strata lot is rented, let, leased or licensed contrary to bylaw 13.10 (ii)(a) above.**

BE IT RESOLVED, AS A ¾ VOTE RESOLUTION OF THE OWNERS OF STRATA PLAN VIS6323, THAT the Owners authorize the amendment of bylaw 16 to add:

- (7) **Owners, occupants, tenants and guests must:**
 - a. **not house, kennel, store or leave their animals or pets unattended on their patios or balconies;**
 - b. **not permit their animals or pets, to urinate or defecate on the patios or balconies; and**
 - c. **in the event an animal or pet does urinate or defecate on the patio or balcony, immediately clean up any such waste, and must not wash, throw, push or permit such waste to fall, off the balcony.**

BE IT RESOLVED, AS A ¾ VOTE RESOLUTION OF THE OWNERS OF STRATA PLAN VIS6323, THAT the Owners create a new bylaw 14(10) as follows:

14. (10) Owners, occupants, tenants and guests must not use, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner of occupant to use, a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by natural gas, propane or electricity and such natural gas, propane or electricity powered barbecues, hibachis or other like cooking devices shall not be used except in accordance with rules and regulations made by the strata corporation from time to time;

Motion: BE IT RESOLVED, AS A ¾ VOTE RESOLUTION OF THE OWNERS OF STRATA PLAN VIS6323, THAT the Owners create a new bylaw 14(11) as follows:

14. (11) Owners, occupants, tenants and guests must not use, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner of occupant to use a food smoker or other like cooking device on a balcony, deck or patio.

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


T. Engurekli
Signature of Council Member


P. NIELSEN
Signature of Second Council Member

Date: June 28, 18

Supplied to StrataDocs on 20180712
Ordered by Troy Petersen on 20211217

ST. ANDREWS WALK
BYLAWS
as Approved Dec 18, 2017

Definitions and Interpretation

1. (1) All works used in these bylaws shall have the meanings ascribed to them in the *Strata Property Act*, unless the context otherwise requires.
- (2) "Owners" means the registered Owner(s) in fee simple of the Strata Lots inclusive, and "Owner" means any one of them.
- (3) "Strata Corporation" means the strata corporation formed upon the registration of the Strata Plan.
- (4) "Strata Lots" means Strata Lots 1 through 136 inclusive, and "Strata Lot" means any one of them.
- (5) "*Strata Property Act*" means the *Strata Property Act*, Statutes of British Columbia 1998 and subsequent amendments to that act.

Duties of an Owner

2. An Owner must do all of the following:
 - (a) permit the Strata Corporation and its agents (upon production of appropriate authorization and identification), at all reasonable times on notice, except in cases of emergency, when no notice is required, to enter the Owner's Strata Lot for the purpose of inspecting the same and maintaining, repairing or renewing pipes, wires, cables and ducts existing in the Strata Lot and capable of being used in connection with the enjoyment of any other Strata Lot or common property, or for the purpose of maintaining, repairing or renewing common property, common facilities or other assets of the Strata Corporation, or if the Strata Corporation has reasonable grounds to believe an Owner is in breach of the bylaw, for the purpose of ensuring that the bylaws are being observed.
 - (b) promptly carry out all work that may be ordered by any competent public or local authority in respect of the Strata Lot other than work for the benefit of the building generally, and pay all rates, taxes, charges, outgoings and assessments that may be payable in respect of the Strata Lot;
 - (c) repair and maintain the Owner's Strata Lot and areas allocated to the Owner's exclusive use including, without limiting the generality of the foregoing, doors, balconies, window boxes, planters, deck coverings (but specifically excluding roof membranes, unless damaged by an occupant), plumbing, pipes, wires, ducts, cables, valves, controls, fixtures, machinery and equipment within the Strata Lot and capable of being used only in connection with the Strata Lot, and keep them in a state of good repair, reasonable wear and tear and damage by fire, storm, tempest or Act of God excepted;
 - (d) use and enjoy the common property, common facilities or other assets of the Strata Corporation in a manner that will not unreasonably interfere with their use and enjoyment by others lawfully entitled to their use;

- (e) not use the Owner's Strata Lot, or permit it to be used, in a manner or for a purpose that will cause a nuisance or hazard to any occupier of another Strata Lot, whether an Owner or not, or that is in contravention of any order or bylaw of the City of Langford applicable to the Owner's Strata Lot, or that will result in any unusual or objectionable noise or odour emanating from the Strata Lot;
- (f) notify the Strata Corporation promptly on any change of Ownership;
- (g) comply strictly with these bylaws, and all other bylaws of the Strata Corporation, and with rules and regulations adopted from time to time by the Strata Corporation;
- (h) receive the written permission of the strata council before undertaking alterations to the exterior or structure of the Strata Lot;
- (i) provide the strata manager upon request with a key to the Owner's Strata Lot, for use in gaining entry to the Strata Lot in the event of emergency, when the occupants of the Strata Lot cannot be contacted and access is required for the protection or safety of common property or the other occupants of the building;
- (j) ensure that guests while on common property comply with the provisions of the *Strata Property Act* and the Rules and Regulations of the Strata Corporation;
- (k) ensure that their tenants are provided with a copy of the Bylaws and Rules and Regulations and are shown the location of the garbage, recycling, storage rooms;
- (l) pay strata fees on or before the first day of each month by post dated cheques or pre-authorized bank payment as directed by the Strata Council; and
- (m) pay a \$25.00 administration fee to the Strata Corporation for each NSF cheque or automatic withdrawal rejection.

Duties of Strata Corporation

3. The Strata Corporation, subject to any Owner's responsibility for limited common property, must do all of the following:
- (a) control, manage and administer the common property, common facilities or other assets of the corporation for the benefit of all Owners;
 - (b) keep in a state of good and serviceable repair and properly maintain the fixture and fittings, included in the elevators, and other apparatus and equipment used in connection with the common property, common facilities or other assets of the Strata Corporation;
 - (c) maintain all common areas, both internal and external, including lawns, gardens, parking and storage areas, halls and lobbies;
 - (d) maintain and repair, including renewal where necessary, pipes, wires, cables, chutes, ducts, flashings and roof and deck membranes which form part of the common property;
 - (e) on the written request of an Owner or mortgagee of a Strata Lot, produce to him or her or a person authorized in writing by him or her the insurance policies effected by the Strata Corporation and the receipts for the last premiums;
 - (f) maintain and repair the exterior of the buildings, excluding doors, balconies and patios included in a Strata Lot, including the decorating of the whole of the exterior of

the buildings;

- (g) collect and receive all contributions toward the common expenses levied by the Strata Corporation and paid by the Owners and deposit the same with a savings institution;
- (h) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the Strata Corporation; and
- (i) where the Owner's interest is subject to a registered mortgage which entitles the mortgagee to receive notices of all meetings, minutes, financial statements and documents of a similar nature of the Strata Corporation, the Strata Corporation shall upon the request of the mortgagee deliver such notices to the mortgagee at such address as the mortgagee shall specify in writing.

Duties of Strata Corporation

4. The Strata Corporation must do all of the following:

- (a) control, manage and administer the limited common property, facilities common and other assets of the Strata Corporation for the benefit of all members;
- (b) keep in a state of good and serviceable repair and property maintain the fixtures and fittings, including the elevators and other apparatus and equipment used in connection with the limited common property appurtenant to the facilities common or other assets of the Strata Corporation;
- (c) maintain all areas which are common, both internal and external, including parking and storage areas, halls, the lobby and landscaping;
- (d) maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, chutes and ducts for the time being existing in the parcel and capable of being used in connection with the enjoyment of more than one Strata Lot within the Strata Corporation or the limited common property appurtenant;
- (e) collect and receive all contributions towards the expenses common paid by the Owners and deposit the same with the chartered bank or trust company or credit union or financial institution established by the government; and
- (f) pay all sums of money properly required to be paid on account of all services, supplies and assessments pertaining to, or for the benefit of, the Strata Corporation.

Powers of Strata Corporation

5. (1) The Strata Corporation may do one or more of the following:

- (a) purchase, hire or otherwise acquire personal property for use by Owners in connection with their enjoyment of common property common facilities or other assets of the Strata Corporation;
- (b) borrow money required by it in the performance of its duties or the exercise of its powers;
- (c) secure the repayment of money borrowed by it, and the payment of interest, by negotiable instrument or mortgage of unpaid contributions, whether levied or not, or mortgage of any property vested in it, or by combination of those

- means;
- (d) invest as it may determine in separate accounts money in the fund for administrative expenses, or in the contingency reserve fund;
- (e) make an agreement with an Owner or occupier of a Strata Lot for the provision of amenities or services by it to the Strata Lot or to the Owner or occupier;
- (f) grant an Owner the right to exclusive use and enjoyment of common property, or special privileges for them, the grant to be determinable on reasonable notice, unless the Strata Corporation by unanimous resolution otherwise resolves;
- (g) designate an area as limited common property and specify the Strata Lots that are to have the use of the limited common property;
- (h) make rules and regulations it considers necessary or desirable from time to time in relation to enjoyment, safety and cleanliness of the common property, common facilities or other assets of the Strata Corporation;
- (i) do all things necessary for the enforcement of the bylaws and the rules and regulations of the Strata Corporation, and for the control, management and administration of the common property, common facilities or other assets of the Strata Corporation, generally, including removing privileges in the use of certain facilities, or setting and collecting fines for contravention of the bylaws, rules or regulations;
- (j) subject to the *Strata Property Act*, determine the levy for the contingency reserve fund which must not be less than 5% of the total annual budget, until the reserve reaches an amount that the strata council considers sufficient having regard to the type of buildings in the strata plan, and after that raise further amounts of replacements of funds from time to time and over a period of time as the strata council thinks fit;
- (k) join any organization serving the interests of Strata Corporations and assess the membership fee in the organization as part of the common expenses; and
- (l) any resolution passed by the Strata Corporation or the strata council shall clearly state the particular Strata Lots or common property or limited common property to which such resolutions apply.

Powers of Strata Corporation

- 6. (1) The Strata Corporation may do one or more of the following:
 - (a) purchase, hire or otherwise acquire personal property for use by the Owners in connection with their enjoyment of the limited common property, facilities common or other assets of the Strata Corporation;
 - (b) make an agreement with any Owner or occupier of a Strata Lot for the provision of amenities or services by it to the Strata Lot or to the Owners or occupiers thereof;
 - (c) grant to an Owner the right to exclusive use and enjoyment of limited common

property or special privileges in respect thereof, a grant to be determinable on reasonable notice, unless by unanimous resolution otherwise resolves;

- (d) make such rules and regulations as it may consider necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the limited common property, facilities common, or other assets of the Strata Corporation; and
 - (e) do all things necessary for the enforcement of the rules and regulations of the Strata Corporation, and for the control, management and administration of the limited common property, facilities common, or other assets of the Strata Corporation, generally, including removing privileges in use of certain facilities or fixing and collecting fines for contravention of the rules or regulations.
- (2) Any resolutions passed by the Strata Corporation or the executive of the Strata Corporation shall clearly state the particular Strata Lots or common property or limited common property to which such resolutions apply and resolutions shall apply only to the Strata Lots within, and limited common property appurtenant to.

Strata Council

7. (1) The strata council must consist of not less than 3 members and no more than 7 members and until the completion of the sale by the last Strata Lot owned by the Owner Developer at least 1 of whom must be a representative of the Owner Developer. This Bylaw 7(1) shall not be amended or repealed except by unanimous resolution.
- (2) Members of the strata council shall serve for a term of 2 years, expiring at the second annual general meeting after their election, at which meeting their successors must be elected.
- (3) Notwithstanding Bylaw 7(2), half of the members of the strata council elected at the first annual general meeting, chosen by lot or agreement, shall serve for a term of one year only.
- (4) A retiring member of the strata council is eligible for re-election.
- (5) No persons entitled to be a member of the strata council pursuant to Section 28 of the *Strata Property Act* may stand for strata council or continue to be on the strata council as an Owner or representative of the corporate Owner of a Strata Lot if the Strata Corporation is entitled to register a lien against that Strata Lot under the *Strata Property Act* or if reimbursement required to be made pursuant to Section 85 of the *Strata Property Act* has not been made or payment of the Strata Lot's share of a judgement against the Strata Corporation has not been made.

Officers and Meetings of the Strata Council

8. (1) At the first meeting of the strata council held after each annual general meeting of the Strata Corporation, the strata council must elect from among its members a chair and vice chair, who hold office until the conclusion of the next annual general meeting of the Strata Corporation or until their successors are elected or appointed.
- (2) The retiring chair of the strata council is not eligible for re-election as chair.
- (3) The chair of the strata council does not have a casting vote in addition to his or her

original vote.

- (4) If the chair is absent from any meeting of the strata council, or vacates the chair during the course of a meeting, the vice chair must act as the chair and has all the duties and powers of the chair while so acting.
- (5) In the absence of both the chair and the vice chair, the members present must from among themselves appoint a chair for that meeting, who has all the duties and powers of the chair while so acting.
- (6) At meetings of the strata council all matters are to be determined by simple majority vote.
- (7) The strata council must meet when any member gives the other members at least 7 days' notice of a meeting proposed by the member, specifying the reason for calling the meeting, unless the other members agree to waive the notice.

Strata Council Powers

9. The strata council may do one or more of the following:
 - (a) meet together for the conduct of business, adjourn and otherwise regulate its meeting as it sees fit;
 - (b) employ for and on behalf of the Strata Corporation agents and employees as it thinks proper for the control, management and administration of the common property, common facilities or other assets of the Strata Corporation, and the exercise and performance of the powers and duties of the Strata Corporation;
 - (c) subject to any restriction imposed or direction given that a general meeting, delegate to one or more of its members, or to a member or committee of members of the Strata Corporation, or to the strata manager, those of its powers and duties it thinks proper, and at any time revoke a delegation;
 - (d) except in the case of emergency, approve single expenditures, including retaining legal counsel, not exceeding \$5,000.00, which have not been included in a budget approved by the Owners, from the general funds of the Strata Corporation; expenditures of more than \$5,000.00 must be approved by a special resolution of the Owners.

Strata Council Duties

10. (1) The strata council must keep, in one location, or in the possession of one person, and must make available on request to an Owner or a person authorized by the Owner, all of the following:
 - (a) a copy of the *Strata Property Act* and copies of changes made to the bylaws;
 - (b) a copy of all resolutions adopted by the Strata Corporation including all special or unanimous resolutions;
 - (c) a copy of all the legal agreements to which the Strata Corporation is a party, including management contracts, insurance policies, insurance trustee agreements, deeds, agreements for sale, leases, licences, easements or rights of way;
 - (d) a register of the members of the strata council;

- (e) a register of the Strata Lot Owners, setting out the Strata Lot number, the name of the Owner, the unit entitlement, the name and address of any mortgagee who has notified the Strata Corporation, the name of any tenant or lessee, and a notation of any assignment by the Owner to the lessee;
 - (f) the annual budget for each year; and
 - (g) minutes of all general meetings and of all strata council meetings.
- (2) The strata council must do all of the following:
- (a) keep minutes of its proceedings;
 - (b) cause minutes to be kept of general meetings;
 - (c) cause proper books of account to be kept in respect of all sums of money received and expended by it and the matters in respect of which receipt and expenditure take place;
 - (d) prepare proper accounts relating to all money in the Strata Corporation, and the income and expenditure of it, for each annual meeting;
 - (e) on application of an Owner or mortgagee, or a person authorized in writing by the Owner or mortgagee, make the books of account available for inspection at all reasonable times.

General Meetings

11. (1) The first annual general meeting shall be called by the Owner Developer in accordance with the provisions of the *Strata Property Act*.
- (2) Subsequent annual general meetings must be held once in each year, and not more than 13 months must elapse between one annual general meeting and the next.
- (3) Unless a poll is requested, a declaration by the chair that a resolution has, on the show of hands, been carried is conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the resolution.
- (4) The strata council may, whenever it thinks proper, and must on a requisition in writing by Owners or mortgagees of 25% of the Strata Lots forming the Strata Corporation, within two weeks after the requisition, convene an extraordinary general meeting.
- (5) The result of a poll is deemed to be the resolution of the meeting at which the poll was requested of all Owners of Strata Lots and first mortgagees of those Strata Lots who have notified their interests to the Strata Corporation.
- (6) If there is a tie vote, whether on a show of hands or on a poll, the chair of the meeting is not entitled to a casting vote in addition to his or her original vote.
- (7) The procedures for conducting the business of general meetings, voting and proxies shall be the same as meetings of the Strata Corporation.
- (8) Notwithstanding section 48(3) of the *Strata Property Act*, if within a 1/2 hour of the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further 1/2 hour and if within

one hour from the time originally appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

Notices

12. (1) Unless otherwise specifically state in these bylaws, delivery of any notice required to be given under the Strata Property Act or under these bylaws is sufficiently given if mailed to the Owner at the address of the Owner's Strata Lot and if left with some adult person at that address.
- (2) A notice given by post is deemed to have been give 48 hours after it is posted.
- (3) An Owner may at any time in writing advise the Strata Corporation of a change of address at which notice is to be given, and after that the address specified is deemed to be the address of the Owner for the giving of notices.
- (4) The word "notice" includes any request, statement or other writing required or permitted to be given by the Strata Corporation to the Owner of the Strata Lot.

Use and Rental Restrictions of Strata Lots

- 13 (1) Pursuant to section 141(2)(b)(ii) of the Strata Property Act, the minimum period of time that a strata lot may be rented, leased or let out under a license of occupancy of any sort, to a person who is not a registered owner or family member of a registered owner is one (1) month.
- 2) Prior to possession of a strata lot by a tenant, an owner shall deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
- 3) Within two weeks of renting a strata lot, the owner shall give the strata corporation a copy of the Form K—Notice of Tenant's Responsibilities signed by the tenant, in accordance with s. 146 of the Act.
- 4) Owners who rent their strata lots must provide to the strata corporation with their mailing address outside of the strata corporation, their email address and phone numbers.
- 5) An owner shall not permit their tenants to sublet their strata lot or let it out under a license of occupancy of any sort, for periods of less than one month.
- 6) Where an owner leases a strata lot in contravention of this rental bylaw, the owner is subject to a fine of up to \$500.00 for each seven (7) day period that the Strata Lot is rented in contravention of these Bylaws, and the strata corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or court injunction to enforce the bylaw. Any legal costs incurred by the strata corporation to enforce the rental bylaws shall be the responsibility of the contravening owner and recoverable from the owner on a solicitor and own client basis by the strata corporation.
- 7) No Strata Lot shall be used for the purpose of an escort service, sex shop or the sale or lease of X-rated videos.
- 8) Owners, occupants and tenants may not use their strata lots for any other purpose than as a single family residence, and may not rent, let, or provide a license of occupancy to

their strata lot for use as transient, tourist, hotel, motel accommodation, or for the accommodation or housing of the transient, travelling, or vacationing public, in exchange for monetary compensation. For the purposes of this bylaw owners, tenants and occupants will be deemed to be using their strata lot as transient, tourist, hotel, motel accommodation, or for the accommodation or housing of the transient, travelling, or vacationing public if they rent, lease, or provide a license of occupancy to their strata lot in exchange for monetary compensation for any period of under one (1) month.

- 9) Where an owner, occupant or tenant rents, lets, lease or provides a license of occupancy to their strata lot as transient, tourist, hotel, motel accommodation, or for the accommodation or housing of the transient, travelling, or vacationing public in contravention of this bylaw, the owner will subject to a fine of up to \$200.00 for each day the Strata Lot is so rented, let, leased or licensed.
- 10) Prohibition against use of Strata Lot as transient accommodation.
 - (i) Owners, occupants and tenants may not:
 - (a) rent, let, lease, or provide a license of occupancy to all or any part of their strata lot for use as transient accommodation;
 - (b) market, list, offer or advertise all or any part of their strata lot as being available for use as transient accommodation.
 - (ii) For the purposes of this bylaw: owners, tenants and occupants will be deemed to be using their strata lot as transient accommodation, if they rent, lease, let, or provide a license of occupancy to all or part of their strata lot, in exchange for monetary compensation, to any person or persons to reside in or occupy for less than one month.
 - (iii) Where an owner, occupant or tenant contravenes bylaws 13.10 (ii)(a) or 13.10 (ii)(b) above the owner will subject to a fine of up to \$200.00 for:
 - (a) each time the strata lot is advertised or marketed contrary to bylaw 13.10 (ii)(b) above; or
 - (b) each night the strata lot is rented, let, leased or licensed contrary to bylaw 13.10(ii)(a) above.

Use of Common Property and Limited Common Property

14. (1) Mops or dusters of any kind shall not be shaken from and nothing shall be thrown out of any window, door, balcony, patio, deck or any part of the common property or limited common property of the Strata Corporation.
- (2) The sidewalks, entrances, elevators, loading spaces, hallways, stairways and lobbies shall be kept clear of all obstructions and used only for ingress and/or egress.
- (3) Carpentry or construction work to be done within a Strata Lot may only be carried out between 8:30a.m. and 5:00p.m. from Monday to Friday, except statutory holidays.
- (4) Water beds are not permitted in any of the Strata Lots.
- (5) No Owner, residential or visitor shall trespass on the limited common property of another Owner's Strata Lot.

- (6) Smoking Prohibitions
- (i) Owners, tenants, occupants, and visitors must not smoke in, or on all areas of the Strata Corporation's common property. This smoking ban includes all interior and exterior common property.
 - (ii) Owners, tenants, occupants, and visitors must not smoke in, or on a strata lot or any limited common property area designated for the exclusive use of that strata lot. This prohibition shall include:
 - a. the interior of all strata lots, and
 - b. and exterior balconies and patios of all strata lots.
 - (iii) For the purpose of these bylaws "smoking" will include the inhaling, exhaling, burning, or carrying of any lighted cigarette, cigar, pipe or e-cigarettes containing any form of tobacco, nicotine, marijuana or other narcotic, or any product whose use generates smoke.
 - (iv) Any owner who sells a strata lot must specifically disclose to all potential buyers and Realtors that smoking is prohibited everywhere within the building and its grounds, including inside the strata lots and on the patios and balconies.
 - (v) Any owner who rents, leases, grants licenses of occupancy or otherwise allows someone other than the owner to reside within or occupy a strata lot, shall disclose to said persons prior to their residency or occupancy, that smoking is prohibited in the Strata Corporation, and such owner shall be responsible for any breach of these bylaws by any such person they have leased, rented or granted a license of occupancy to their strata lot.
 - (vi) Council must make reasonable accommodation, pursuant to section 8 of the Human Rights Code and the whole of the Code for a new or existing owner, occupant, or tenant who intends to use tobacco in relation to a traditional cultural activity, or smoking is intended to be done by a prescribed group for a prescribed purpose. In making this accommodation the Council will only do so in writing and may prescribe in writing for when the permission is granted, the duration of the permission and where smoking is allowed.
 - (vii) Nothing in this bylaw should be construed as authorizing the smoking of marijuana by anyone except for owners, tenants or occupants who have a valid authorization to possess marijuana issued pursuant to the Marijuana Medical Access Regulations, under the Canada Controlled Drugs and Substances Act.
 - (viii) Any Human Rights based exemption granted by the Council pursuant to sections (vi), and (vii) above shall apply only to the interior of the exempted individual's strata lot and not the balconies or patios.
 - (ix) All owners, occupants, and tenants who are granted permission to smoke in their strata lots pursuant to these bylaws must make reasonable efforts to seal their strata lots, and to prevent their smoke from infiltrating the interior common property, or other strata lots.
- (7) No bicycles are permitted to be stored or kept on any part of the common property or on the balconies or decks, at any time. Owners are permitted to move their bicycles through the common property to their Strata Lot provided that they either carry the

bicycle or wipe off its wheels to prevent soiling of the carpets and provided that the bicycles are kept in the Strata Lot so that they are not visible from the outside of the Strata Lot.

- (8) No laundry, clothing, bedding, debris, waste material or refuse shall be hung, stored, placed or displayed from windows, decks, patios, balconies or other parts of the Strata Lot if such items are visible from the outside of the Strata Lot.
- (9) Christmas Decorations
Owners, tenants, occupants and visitors:
 - (a) will not have or transport through or on the common property cut live Christmas trees;
 - (b) may utilize natural potted trees or artificial trees. All artificial trees and decorations must be made of fire retardant material which is of sufficient quality to pass Fire Department inspection.
- 10) Owners, occupants, tenants and guests must not use, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner of occupant to use, a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by natural gas, propane or electricity and such natural gas, propane or electricity powered barbecues, hibachis or other like cooking devices shall not be used except in accordance with rules and regulations made by the strata corporation from time to time;
- (11) Owners, occupants, tenants and guests must not use, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner of occupant to use a food smoker or other like cooking device on a balcony, deck or patio.

Exterior Appearances

15. (1) Except for unit numbering having dimensions prescribed by the Owner Developer which may be affixed to the front door of the Strata Lots, no signs, billboards, placards, gates, fences, notices or advertising of any nature shall be erected or displayed from the exterior of the building or from any Strata Lot or the limited common property of any Strata Lot so that they are visible from the outside of the Strata Lot. The Owner Developer, however may erect and place such signage on the common property or in any Strata Lot and the limited common property of any Strata Lot owned by the Owner Developer which may be visible from the outside of the Strata Lot without the prior written approval of the strata council for the purpose of advertising and marketing the sale of the Strata Lot.
- (2) No laundry, clothing, bedding or other articles shall be hung or displayed from windows, decks or patios of any Strata Lot so that they are visible from beyond the Strata Lot.
- (3) Patios and decks shall not be used for storage purposes.
- (4) Other than the blinds installed by the Owner Developer, drapes or blinds in Strata Lots must not be visible from outside of the Strata Lots. The original aluminum blinds installed by the Owner Developer must not be removed, however, if they

become damaged they may only be replaced with blinds which are consistent with the design and of similar material to the blinds which were originally installed by the Owner Developer.

- (5) No awning, shade, screen, air conditioning unit, antenna, satellite dish or receiver or any other appurtenance shall be hung from or attached to the exterior of the building or a Strata Lot or the limited common property appurtenant thereto including without limitation the patios and decks.
- (6) The exterior appearance of the building or of the Strata Lots shall not be altered in any way.

Animals

16. (1) No animals shall be kept in any Strata Lot or on the common property other than fish, small caged mammals, small caged reptiles, caged birds, one cat, or one dog without the prior written consent of the strata council.
- (2) Animals must be carried or on a leash within the interior or exterior common areas of the building.
- (3) In the event an animal is deemed to be a nuisance by the strata council the strata council may send a warning to the occupant of the Strata Lot in which the animal is kept, describing the nature of the nuisance and requesting steps be taken to ensure the nuisance ends. If the animal continues to be a nuisance 15 days after delivery of the warning letter, the strata council may require the animal to be removed from the Strata Lot and the common property.
- (4) An Owner must not keep an animal on the Owner's Strata Lot or on the common property after receipt of notice from the strata council, and is subject to a fine of \$10.00 per day for every day the animal remains in the Strata Lot or on the common property after 15 days have elapsed since receipt of the notice.
- (5) Birds are not to be fed from any Strata Lot or from the common property or any limited common property.
- (6) Owners are responsible to advise their visitors of these bylaws, and are responsible for cleaning up after or the repair of any damage caused by animals brought onto the common property by Owners' visitors. If pets should soil carpets in any part of the common property the Strata Corporation may have the carpet cleaned professionally at the expense of the Owner.
- (7) Owners, occupants, tenants and guests must:
 - a. not house, kennel, store or leave their animals or pets unattended on their patios or balconies;
 - b. not permit their animals or pets, to urinate or defecate on the patios or balconies; and
 - c. in the event an animal or pet does urinate or defecate on the patio or balcony, immediately clean up any such waste, and must not wash, throw, push or permit such waste to fall, off the balcony.

Moving

17. (1) It is the express responsibility of the Owner to ensure that all furniture and equipment moved into or out of a Strata Lot is done in accordance with such rules and regulations as may be established from time to time by the strata council.
- (2) Move-ins to and move-outs of the building shall be restricted to the hours from 8:00am to 8:00 pm. Owners are required to contact the Strata Corporation's management company to arrange for the installation of the elevator pad and elevator lock-off key, and to arrange for changes to the interphone directory. Owners are also responsible for making these arrangements for any tenant they may put into their Strata Lot.
- (3) The Owner of a Strata Lot must pay the Strata Corporation a fee of \$50.00 whenever the Owner or a tenant of the Owner moves into the building, to cover the general wear and tear and additional maintenance of the hallways, elevators, and foyer caused during a move. This fee shall be waived for the initial occupancy of a Strata Lot but otherwise shall be paid prior or concurrently with the time of the move.

Protection of and Damage to Property

18. (1) No Owner shall be entitled to claim any compensation from the Strata Corporation for any loss or damage to the property or person of the Owner which arises from any defect or want of repair of the common property or any part of it, unless such loss of damage resulted from the negligent act or omission of the Strata Corporation or of its employees or agents.
- (2) Where the Strata Corporation is required to enter into a Strata Lot for the purpose of installing, maintaining, repairing or renewing pipes, wires, cables and ducts in the Strata Lot and capable of being used in connection with the enjoyment of any other Strata Lot or the common property, the Strata Corporation and its agents shall carry out all work and repairs in a proper and workmanlike manner and shall make good any damage to the Strata Lot occasioned by such work and shall restore the Strata Lot to its former condition, leaving the Strata Lot clean and free of debris.
- (3) An Owner shall not cause damage to trees, bushes, plants, flowers or lawns and shall not place chairs, tables or other objects on lawns or grounds which damage them or prevent their growth.

Open Houses

19. (1) An Owner of a Strata Lot may hold an open house on any day of the week, between 12:00 noon and 4:00pm each day, when offering the Strata Lot for sale.
- (2) The security of the building must be maintained at all times - entrances to the building and locked common area doors must remain closed and locked.
- (3) Two persons must be on duty at all times during the open house, one to admit prospective purchasers to the building and accompany them to and from the Strata Lot and one to accompany the prospective purchasers during their inspection of the Strata Lot and common facilities.
- (4) Owners are responsible for the actions of their realtors or agents in the building and

for acquainting them with the provisions of this bylaw.

Marketing Activities by Owner Developer

20. (1) Without limiting the generality of the foregoing the Owner Developer shall have the right, so long as it owns any unsold Strata Lots, to maintain and use its unsold Strata Lots and the common property amenity area as display units and sales offices and to carry out such sales functions as the Owner Developer deems necessary or desirable to enable the sale and marketing of all Strata Lots in the building including:
- (i) erecting and placing directional, location and advertising signage on the Strata Lots owned by the Owner Developer and on the common property;
 - (ii) encouraging and allowing perspective purchasers to view the Strata Lots owned by the Owner Developer, the common property and all common facilities; and
 - (iii) erecting and maintaining a sales office, placards, flags and other like items for marketing, sales and advertising on the common property of the development which shall be removed at the Owner Developer's expense once all Strata Lots have been sold by the Owner Developer.
- (2) In order to allow the Owner Developer of the Strata Lots to market and sell any Strata Lots owned by the Owner Developer, the Owner Developer may, until the last Strata Lot has been sold by the Owner Developer:
- (i) allow any project or security gate to remain open during regular business hours including weekends so as to allow prospective purchasers reasonable and unimpeded access to any Strata Lot owned by the Owner Developer and access to the common property and facilities of the development, and
 - (ii) have unimpeded access for the Owner Developer, its sales staff, agents and prospective purchasers to the common property and common facilities of the building.
- (3) A Strata Lot Owner may display on the Common Property a form of signage designated to attract pedestrians and passer-by and which signage relates directly or indirectly to the sale or lease of a Strata Lot, however, until such time as the Owner Developer is no longer the first Owner of any Strata Lot, the Owner Developer shall be entitled to stipulate, within reason, the location and maximum size of any Owner's signage on the common property.
- (4) Except as provided for in these bylaws, no advertising for the re-sale of a Strata Lot shall be permitted by an Owner until the Owner Developer has completed the sale of the last of the Strata Lots owned by the Owner Developer and then only except on a directory board to be provided by the Strata Corporation for such purpose.
- (5) This bylaw 20 shall not be amended or repealed except by unanimous resolution.

Voting

21. (1) Pursuant to section 53(2) of the *Strata Property Act*, an Owner of a Strata Lot may not exercise voting rights if the Strata Corporation is entitled to register a lien against such Strata Lot under Section 116(d) of the *Strata Property Act*.

Fines

22. (1) The Strata Council may levy fines against Owners for breach of these bylaws or the rules of the Strata Corporation and the fines shall be added to or become part of the assessment of that Owner and be due and payable on the date for payment of the Owner's next monthly assessment fee.
- (2) Except in the case of an emergency, an owner shall be sent a written warning for the owner's first breach of a bylaw or rule, thereafter:
- (a) The fine for a second offence shall be \$100.00 for breach of a bylaw or \$25.00 for breach of a rule; and
- (b) The fine for a third and subsequent offences shall be \$200.00 for breach of a bylaw or \$50.00 for breach of a rule.
- (3) 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.

Strata Storage Rooms

23. (1) Strata-owned storage rooms may be rented on a month-to-month basis at a rate determined by the strata council from time-to-time. Application to use a strata-owned storage room shall be made in writing to strata council. When a storage room becomes available, strata council shall satisfy applications on first-come, first-served basis, with applications from owners being considered first.
- (2) A resident shall not be permitted to (continue to) rent more than one strata-owned storage room when there is an unfulfilled application from another resident, whether an owner or a tenant, who is not currently renting a strata-owned storage room.
- (3) Use of strata-owned storage rooms is not transferable by any owner or resident and the right of a particular strata lot to use a strata-owned storage room will terminate when the unit transfers ownership.

Visitor Parking

24. (1) Parking spaces at the front of both buildings are reserved for visitor parking.
- (2) No parking shall be permitted in these visitor parking spaces between the hours of 12:00 a.m. (midnight) to 6:00 a.m.
- (3) The Strata Corporation shall have the right to tow any vehicle parked in violation of this bylaw, and the owner who caused or permitted the infraction of this bylaw shall indemnify the Strata Corporation and save it harmless from and against all costs incurred by the Strata Corporation, including towing costs, legal costs on a full indemnity basis and any other reasonable costs.