

BELMONT RESIDENCES WEST

BYLAWS



Original Registration – CA8084471 - March 11, 2020

Bylaw Amendments Registration - CA9390669 – September 28, 2021

Bylaw Amendments Registration - CB286259 - October 17, 2022

Bylaw Amendments Registration - CB906702 - September 21, 2023

SCHEDULE A

BYLAWS

BELMONT RESIDENCES WEST

The following bylaws replace the Standard Bylaws to the *Strata Property Act* (British Columbia) (the "**Act**"), as permitted pursuant to section 120 of the Act.

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

Payment of strata fees

- 1.1 (1) An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate.
- (2) If an owner is late in paying his or her strata fees, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum compounded annually, and allocated on a monthly basis commencing the date the payment was due and continuing until the last day of the month in which it is paid. In addition to interest, failure to pay strata fees on the due date will result in a fine in accordance with subsection 4.1(1)(a). A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
(Amended September 21, 2023 CB906702)
- (3) Any payments made by an owner will first be applied to the payment of outstanding interest, fines and special levies, and secondly to the payment of outstanding strata fees.
- (4) Intentionally left blank.
- (5) **Recovery Of Legal Costs Chargebacks And Expenses** *(Adopted September 21, 2023 CB906702)*
- (1) If the Strata Corporation incurs legal fees or any expenses relating to an owner, tenant, occupant and/or strata lot in order to:
- (a) collect unpaid strata fees or special levies;
 - (b) collect fines levied against the owner;
 - (c) recover costs of repairing damage to common property or a strata lot caused by an owner, tenant, occupant or an owner's guest;
 - (d) recover costs to investigate and correct any unauthorized alterations to the strata lot and/or common property;
 - (e) recover an insurance deductible for a claim for loss or damage for which an owner is responsible;
 - (f) recover or collect any Chargebacks (as defined below) or repairs or additional service charges when access to a suite is not provided;
 - (g) defend frivolous or meritless claims; or
 - (h) enforce the Bylaws or Rules;
- then the owner, tenant, and/or occupant responsible for the above noted expenses, costs damages or arrears shall be liable for and reimburse the Strata Corporation for all costs and administrative expenses required to collect such expenses, costs damages or arrears including all legal costs, comprised of fees, taxes, disbursements, and other related expenses on a solicitor and own client/full indemnity basis.

- (2) For greater clarity, the term "Chargebacks" means any and all costs incurred by the Strata Corporation to fulfill, make whole, rectify, remedy, investigate any event giving rise to loss or damage for which an owner is responsible (the "Event"), whether or not a court or tribunal of competent jurisdiction has pronounced judgment on the Event including, but not limited to:
- (a) fines;
 - (b) interest on Chargebacks as defined herein;
 - (c) late fees;
 - (d) non-sufficient funds penalties;
 - (e) costs incurred to investigate and/or remedy any Event in relation to common property, limited common property or the strata lot including but not limited to expert reports, investigative procedure, geotechnical or auditory testing, plumber, locksmith, electrician or any other expert or contractor cost, any professional fees or other third party costs;
 - (f) legal fees on a solicitor and own client basis to enforce and/or obtain judgment for any Chargeback or cost incurred by the Strata Corporation, as defined herein or otherwise, as against the owner;
 - (g) any money expended, including for legal fees on a solicitor and own client basis, for the purpose of remedying a contravention under section 133 of the Act;
 - (h) any money expended, including for legal fees on a solicitor and own client basis, for the purpose of enforcing bylaws and rules under sections 129 and 130 of the Act;
 - (i) insurance deductibles forming the responsibility of an owner under the Act or these bylaws; or
 - (j) any other expense incurred at the request or demand of a strata lot owner, or by agreement between the owner and the Strata Corporation, that the Strata Corporation subsequently holds the owner responsible to pay under the Act, indemnity agreement, alteration agreement and/or under these Bylaws.

Repair and maintenance of property by owner

- 1.2 (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

- 1.3 (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, disturbance or hazard to another person;
 - (b) causes unreasonable or repetitive noise;
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;

- (d) is illegal; or
 - (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.

(2) HARASSMENT *(Adopted September 21, 2023 CB906702)*

- (1) A Resident must not harass or abuse any other Resident, visitor, contractors, employees or agent that resides in, visits or works for the Strata Corporation. This includes but is not limited to the following behaviour:
 - (a) any unwelcomed physical or verbal behavior of any kind that can reasonably be inferred to intend to offend, abuse, humiliate, embarrass, discriminate, intimidate and/or provoke fear in another;
 - (b) any unwelcomed physical contact or threatened physical contact of any kind including, but not limited to, touching, pinching, patting, confining or restricting the movement of another or yelling at another;
 - (c) photographing, filming or watching and besetting a person or dwelling;
 - (d) following or stalking a person;
 - (e) any abusive, humiliating, embarrassing, intimidating, threatening or derogatory e-mails, texts or correspondence;
 - (f) directly instructing the Strata Corporation's contractors, employees or agents to complete additional tasks, stop work, alter procedures or to do anything that interferes with the Council's instruction to or the Strata Corporation's contract with its contractors or agents; or
 - (g) any unwelcome remarks, comments, jokes, slurs, or taunts about a person's race, skin colour, ancestry, place of origin, religion, marital status, family status, employment, physical or mental disability, sex, sexual orientation, gender, age or any other ground of discrimination.
- (2) Council members must not be contacted directly regarding Strata Corporation business. They may only be contacted through the strata property manager. No one shall directly contact a Council member via phone, email, texts, unsolicited conversations or home visits.
- (3) Where the Council, in its sole discretion acting reasonably, determines that a Resident has consistently breached subsections (1) and (2) of this Bylaw, the Council may, after giving notice in writing to such Resident refuse to respond to any abusive communications from or on behalf of such person except for notices given pursuant to the Act or in the event an emergency for so long a period as the Council deems appropriate.

- (4) During attendance at a Council meeting, Annual or Special General Meeting, attendees will behave respectfully, follow the instructions of the chair and must not:
 - (a) repeatedly interrupt the chair or others when they are speaking;
 - (b) refuse to yield the floor or stop speaking when they have reached their allotted time to speak; or
 - (c) shout at the Council members, property manager or any others in attendance;or they will be asked to leave the meeting by the chair after one warning.
- (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. *(Amended October 17, 2022 CB286259)*
- (4) An owner, tenant or occupant must not keep any pets in a strata lot other than one or more of the following:
 - (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) dogs or cats, provided that the total number of dogs and cats does not exceed two.
- (5) Intentionally deleted.
- (6) An owner, tenant or occupant must not keep any pets that are, in the reasonable discretion of the council, of an exotic type, including, without limitation, snakes, reptiles, spiders or large members of the cat family.
- (7) No owner or occupant of a strata lot will permit his or her pet to urinate or defecate on the common property or on any limited common property, and if any pet does urinate or defecate on the common property or on any limited common property, the owner or occupant will immediately and completely remove all of his or her pet'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, any special cleaning is required as a result of the pet urinating or defecating, the owner or occupant will pay all costs of such special cleaning. An owner, tenant or occupant will be responsible for picking up after his or her pet, and for any clean- up or damage repair resulting from such person's pet, while the pet is on any neighboring property in the vicinity of the development or on any public property.
- (8) An owner of a strata lot whose tenant, visitor or other invitee brings an animal or pet onto the common property or any limited common property will be responsible to ensure that the tenant, visitor or other invitee complies with all requirements of these bylaws as they relate to pets and will perform all of the duties and obligations with respect to that animal as set out in these bylaws as if the animal were one kept by the owner or occupant in his or her strata lot.

- (9) An owner, tenant or occupant of a strata lot is fully responsible for the behaviour of his or her pet (and any pet accompanying any visitor to such person) within the common property. If the pet of an owner, tenant or occupant of a strata lot is deemed to be a nuisance by the strata council, such person will remove such pet from the strata lot within thirty (30) days after receiving written notice from the strata council. An owner, tenant or occupant will inform their visitors of the rules concerning pets and will be responsible for clean-up or damage repair resulting from visitor's pets being brought into the common property.
- (10) No vicious dogs are permitted permanently, temporarily, or otherwise in any strata lot or on any portion of the limited common property or common property. For purposes of this bylaw, a **"vicious dog"** means any of the following:
- (a) any dog that has killed or injured:
 - (i) any person; or
 - (ii) any another animal while running at large;
 - (b) any dog that aggressively harasses or pursues another person or animal while running at large;
 - (c) any dog which is owned primarily or in part for the purpose of dog fighting or is trained for dog fighting; or
 - (d) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier or any dog of mixed breeding which includes any of these breeds, or any dog which has the appearance and physical characteristics predominantly conforming to those standards for any of the above breeds, as established by the Canadian Kennel Club, the American Kennel Club or the United Kennel Club, as determined by a veterinarian licensed to practice in the Province of British Columbia.
- (11) An owner of a strata lot will not:
- (a) use, or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupant to use, a strata lot for any purposes other than: (i) residential purposes and other purposes ancillary to residential purposes; or (ii) any of the uses permitted under the zoning for the development.
 - (b) use, or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupant to use, any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot or, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner or occupant;
 - (c) obstruct or use, or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupant to obstruct or use, the sidewalks, walkways, passages and driveways of the common property for any

- purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
- (d) use, or permit any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to use, a barbecue, hibachi or other like cooking device on a patio, balcony, deck or terrace 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 and other light cooking devices will not be used except in accordance with rules and regulations made by the strata corporation from time to time;
 - (e) shake, or permit any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to shake, any mops or dusters of any kind, nor throw, or permit any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to throw, any refuse, including, without limitation, cigarettes or any like smoking devices, out of the windows or doors or from the patio, balcony, deck or terrace of a strata lot;
 - (f) do, or permit any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
 - (g) leave, or permit any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to leave, on the common property or any limited common property, any shopping cart or any other item designated from time to time by the council;
 - (h) allow his or her strata lot to become unsanitary or a source of odour;
 - (i) install, or permit any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to install, any window coverings that are visible from the exterior of his or her strata lot and which are different in size or colour from those of the original building specifications;
 - (j) hang or display, or permit any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, patios, balconies, decks, terraces or other parts of the building so that they are visible from the exterior of his or her strata lot;
 - (k) use or install, or permit any occupant of his or her strata lot or any visitor or invitee of the owner or occupant use or install, in or about the strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council or originally installed by the developer;
 - (l) erect on or fasten to, or permit any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to erect on or fasten to, the strata lot, the common property or any limited common property any

- equipment, structure, feature or decoration (including, without limitation, holiday lights or satellite dishes) which penetrates the building envelope, without the prior approval of the strata corporation;
- (m) place, or permit any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
 - (n) without the prior written approval of the council, place or install, or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupants to place or install any indoor outdoor carpeting or outdoor fireplace on any patio, balcony, deck or terrace, or place any items on any patio, balcony, deck or terrace except free standing, self-contained planter boxes, summer furniture and accessories, wood flooring (provided such flooring is installed by the developer of the development or the strata corporation has given its prior written approval in respect of the installation of such flooring) barbecues, hibachis or cooking devices (of a type permitted hereunder) and heaters, and, without limiting the generality of the foregoing, no hot tub or similar device will be installed on any patio, balcony, deck or terrace without the prior written approval of the council;
(Amended October 17, 2022 CB286259)
 - (o) install, or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupant to install, any hanging plants or baskets or other hanging items within three feet of a patio, balcony, deck or terrace railing line;
 - (p) give, or permit any occupant of his or her strata lot to give, any keys, combinations, security cards or other means of access to the building, the parking facility or common areas in the development to any person other than a contractor, strata corporation representative, property manager, occupant or guest of the strata lot permitted by these bylaws, or an emergency contact person;
 - (q) feed or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupant to feed, pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this will not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet will be fed only in a strata lot;
 - (r) cook, or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupant to cook, in the strata lot unless the entrance doors to the strata lot are closed and the kitchen extract fans are used while cooking; or
 - (s) use, or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupant to use, inline skates or skateboards anywhere on the common property.

- (12) No owner, tenant or occupant may use a strata lot for the purposes of renting, leasing, subleasing, licensing, sublicensing or otherwise granting any occupancy rights to a strata lot in exchange for consideration of any kind for any period of less than 30 consecutive days, which use restriction shall apply to all rentals including those made under websites advertising rentals such as "Airbnb", "VRBO" and similar services. No owner, tenant or occupant will be permitted to use, allow and/or advertise a strata lot to be used, occupied or licensed as vacation or travel accommodation, including but not limited to, as a hotel room, bed and breakfast, home stay, student housing, Airbnb, VRBO or similar service, or for short term rentals except any rentals for consecutive periods equal to or greater than 30 consecutive days.
- (13) An owner, tenant or occupant must not (without the written permission of the strata corporation):
 - (a) smoke, vape or permit the smoking or vaporizing of any kind within a strata lot, or within three (3) meters of a window, door or air intake vent, or on any limited common property, common property or land that is a common asset; or
 - (b) grow, cultivate or harvest any cannabis plant within a strata lot or on any limited common property, common property or land that is a common asset.
- (14) An owner, tenant or occupant of strata lots 1 and 9 to 16 (inclusive) must not do any of the following on the limited common property appurtenant to such owner, tenant or occupant's strata lot, and which is identified as "Yard" on the strata plan:
 - (a) leave any structure (including, without limitation, any shed, shade structure, gazebo, pergola or similar structure, whether attached to the ground or free-standing), equipment (including, without limitation, any children's play structure, slide, swing, sandbox, trampoline or similar equipment whether attached to the ground or free standing) or personal property thereon overnight;
 - (b) install or permit the installation of any structure, equipment or improvement thereon (including, without limitation, alter the surface thereof or install or permit the installation of any structure or equipment referred to in Bylaw 1.3(14)(a)); or
 - (c) plant any tree, shrub, flower, vegetable, fruit or any other organic material whatsoever therein with the prior written consent, and on reasonable conditions (including, without limitation, a requirement to keep trees pruned and trimmed so as to not block views), of the strata corporation.

Inform strata corporation

- 1.4 (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

- 1.5 (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, balconies, patios, decks, terraces or other things attached to the exterior of a building;
 - (d) doors or windows (including the casings, the frames and the sill of such doors and windows) on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a balcony, patio, deck, terrace or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) parts of the strata lot which the strata corporation must insure under section 149 of the Act;
 - (h) flooring, tiling and plumbing within the Strata Lot.
 - (i) No change in the floor covering materials as originally installed in the strata lot shall be permitted except with the written approval of the strata corporation. To reduce sound transmission between strata lots, a minimum sound control product of 72STC and 72 IIC will be installed under the flooring. Any change in flooring must provide sound control properties for impact sound insulation.
 - (j) No strata lot shall be altered in any manner that would increase sound transmission to any adjoining or other strata lot, including, but not limited to, the replacement or modification of any flooring or floor covering or the penetration of any wall, floor or ceiling that increases sound transmission to any other strata lot.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration, including, without limitation, the cost of insurance and/or any increases in insurance premiums as a result of the alteration.
- (3) An owner must not do, or permit any occupant of his or her strata lot or any tenant, visitor or invitee of the owner or occupant to do, any act, nor alter, or permit any occupant of his or her strata lot or any tenant, visitor or invitee of the owner or occupant to alter, his or her strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.

Obtain approval before altering common property

- 1.6 (1) An owner, tenant or occupant 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 and to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration.

Permit entry to strata lot

- 1.7 (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,
 - (i) 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, or
 - (ii) to ensure compliance with the Act and these bylaws.
- (2) The notice referred to in subsection 1.7(1)(b) must include the date and approximate time of entry, and the reason for entry.

Compliance with bylaws

- 1.8 An owner, tenant, occupant or visitor must comply strictly with these bylaws and with any rules adopted by the strata corporation applicable to such owner from time to time.

Claims on Insurance Policies

- 1.9 An owner, tenant, occupant or visitor must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on the insurance policy of the strata corporation.

Indemnity

- 1.10 An owner will indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement necessary to the common property or to any strata lot, including fire sprinkler heads, by the owner's act, omission, negligence or carelessness or by that of any member of the owner's family, guest, relation, agent or tenant, but only to the extent that such expense is not met by the strata corporation's insurance coverage. The deductible paid or payable by the strata corporation will be

considered an expense not covered by the strata corporation's insurance coverage. Such amount as is due and owing to the strata corporation from an owner pursuant to this bylaw will be charged to the owner as soon as possible after the strata corporation is able to determine the total amount of such expense, and, in particular, where appropriate, in the month next following the date on which the expense was incurred and will become due and payable on the date of payment of the owner's assessment for that month.

Liability of Owner

- 1.11 An owner will be strictly liable to the strata corporation and to other owners and occupants for any damage to common property, limited common property, common assets or to any strata lot caused by any of the following items located in the owner's strata lot: *(Amended October 17, 2022 CB286259)*
- (1) dishwasher;
 - (2) refrigerator;
 - (3) washing machine;
 - (4) toilets, sinks, bathtubs and, where located wholly within the strata lot and accessible to the owner, plumbing pipes, fixtures and hoses;
 - (5) heat pump; portable air conditioner; and portable dehumidifier; and
 - (6) Anything introduced into the strata lot by the owner
- 1.12 Condominium Insurance
- a) An owner must carry insurance coverage for their strata lot. This will include appropriate insurance coverage for deductible assessments and any approved alterations to the strata lot and/or common property, limited common property or common assets.
 - b) At the request of the strata corporation, the owner must provide evidence of appropriate insurance coverage for the strata lot.

PART 2 - Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

- 2.1 The strata corporation must repair and maintain all of the following:
- (1) common assets of the strata corporation;
 - (2) common property that has not been designated as limited common property;
 - (3) limited common property, but the duty to repair and maintain it is restricted to:
 - (a) repair and maintenance that in the ordinary course of events occurs less often than once a year; and

- (b) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies, patios, decks, terraces and other things attached to the exterior of a building;
 - (iv) doors and windows (including the casings, the frames and the sill of such doors and windows) on the exterior of a building or that front on the common property;
 - (v) fences, railings and similar structures that enclose balconies, patios, decks, terraces and yards; and
 - (vi) landscaping, including, without limitation, grassed areas, planted areas, walkways, shrubs and trees (except that an owner of a strata lot will be responsible for routine tidying and removing of any plant debris which accumulates within the limited common property appurtenant to such owner's strata lot);
- (4) a strata lot, but the duty to repair and maintain it is restricted to:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies, patios, decks, terraces and other things attached to the exterior of a building;
 - (d) doors and windows (including the casings, the frames and the sill of such doors and windows) on the exterior of a building or that front on the common property; and
 - (e) fences, railings and similar structures that enclose balconies, patios, decks, terraces and yards.

Fire System Equipment

- 2.2 An owner must provide access, pursuant to the notice requirements of bylaw 1.7, for the strata corporation and its contractors to enter the owner's strata lot for the purpose of repairing and maintaining the fire system equipment located within the owner's strata lot from time to time, as reasonably required by the strata corporation.
(Amended September 21, 2023 CB906702)

PART 3 - Council

Council size

- 3.1 The council must have at least 3 and not more than 7 members.

Council members' terms

- 3.2 (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 re-election.

Removing council member

- 3.3 (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.
- (3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under the Act and/or if their strata fees are in arrears.

Replacing council member

- 3.4 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 3.5 (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 and a vice president, and may elect 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

- 3.6 (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
 - (i) the meeting is required to deal with an emergency situation, and all council members either 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.

Requisition of council hearing

- 3.7 (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

Quorum of council

- 3.8 (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

- 3.9 (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 not attend council meetings as observers unless council, in its sole discretion, agrees to permit owners to attend.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings;
 - (b) rental restriction bylaw exemption hearings;
 - (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

- 3.10 (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

- 3.11 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

- 3.12 (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.

Spending restrictions

- 3.13 (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

- 3.14 (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.

Consents

- 3.15 (1) Any consent, approval or permission given under these bylaws by the council will be revocable at any time upon reasonable notice.
- (2) Notwithstanding any provision of the Act, the strata corporation may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

PART 4 - Enforcement of Bylaws and Rules

Maximum fine

- 4.1 (1) The strata corporation may fine an owner or tenant a maximum of:
 - (a) \$200 for each contravention of a Bylaw;

- (b) \$50 for each contravention of a Rule; and
 - (c) \$1,000 for each contravention of a Bylaw that prohibits or limits use of all or part of a residential strata lot for remuneration as vacation, travel or temporary accommodation. *(Adopted September 21, 2023 CB906702)*
- (2) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established from time to time by the council pursuant to the Act or these bylaws, will become part of the assessment of the owner responsible and will become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

Continuing contravention *(Adopted September 21, 2023 CB906702)*

- 4.2 (1) The frequency at which fines may be imposed for a continuing contravention of a Bylaw or Rule is:
- (a) every 7 days; or
 - (b) for the purposes of fines for vacation, travel or temporary accommodation a fine may be imposed daily.

Small Claims/Civil Resolution Tribunal ("CRT") Actions *(Adopted September 21, 2023 CB906702)*

- 4.3 (1) Pursuant to sections 171 and 189.4 of the Act, the Council is hereby authorized, in its sole discretion, to commence legal proceedings:
- (a) under the Small Claims Act to collect money owing; and/or
 - (b) in the CRT for any matter within the CRT's jurisdiction without the requirement of approval by way of a $\frac{3}{4}$ vote resolution of the owners at an Annual or Special General Meeting to commence the legal proceeding.
- (2) Notwithstanding this provision, the Strata Corporation will:
- (a) require approval by way of a $\frac{3}{4}$ vote resolution from the owners Annual or Special General Meeting to fund the costs of any uninsured or unbudgeted legal expenses; and
 - (b) if the action is to collect money, give 2 weeks' written notice demanding payment from an owner or tenant and indicating that action may be taken if payment is not made within that 2-week period before any action is taken, pursuant to section 112 of the Act.

PART 5 - Annual and Special General Meetings

Person to chair meeting

- 5.1 (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.

Quorum

- 5.2 Notwithstanding section 48(3) of the Act, if, within thirty (30) minutes from the time appointed for an annual general meeting or a special general meeting, a quorum is not present, the eligible voters present in person or by proxy constitute a quorum.

Participation by other than eligible voters

- 5.3 (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

- 5.4 (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.
- (8) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

Order of business

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

- (1) certify proxies and corporate representatives and issue voting cards;
- (2) determine that there is a quorum;
- (3) elect a person to chair the meeting, if necessary;
- (4) present to the meeting proof of notice of meeting or waiver of notice;
- (5) approve the agenda;
- (6) approve minutes from the last annual or special general meeting;
- (7) deal with unfinished business;
- (8) 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;
- (9) ratify any new rules made by the strata corporation;
- (10) report on insurance coverage, if the meeting is an annual general meeting;
- (11) approve the budget for the coming year, if the meeting is an annual general meeting;
- (12) deal with new business, including any matters about which notice has been given;
- (13) elect a council, if the meeting is an annual general meeting;
- (14) terminate the meeting.

Electronic General Meeting

- 5.6
- (1) The strata corporation may hold annual or special general meetings by electronic means, including special general meetings demanded by 20% of the strata corporation's votes pursuant to section 43 of the Act or by 25% of the strata corporation's votes pursuant to Consolidated Bylaw 12(4), including by telephone conference call, video conferencing or any other electronic means, so long as all authorized participants and eligible voters may communicate with each other during the meeting either through an electronic platform or teleconference.
 - (2) If an annual or special general meeting is held by electronic means, eligible voters are deemed to be present in person or by proxy

- (3) An authorized participant means an agent of the Strata Corporation including a strata manager, legal counsel, insurance agent, CHOA representative or any other person authorized by council to attend prior to the meeting. Person to chair electronic meeting.
- (4) Annual and special general meetings held by electronic means must be chaired by the president of the council.
- (5) If the president of the council is unwilling or unable to act, the electronic meeting must be chaired by the vice president of the council.
- (6) If neither the president or the vice president of the council chairs the electronic 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.
- (7) The secretary of the council shall prepare the minutes of the electronic meeting.
- (8) If the secretary of the council is unwilling or unable to act, the minutes of the electronic meeting must be prepared by an authorized person or eligible voter appointed by the chairperson.
- (9) The chairperson may appoint authorized participants or eligible voters to assist with practice and procedure during the electronic meeting.

PART 6 - Voluntary Dispute Resolution

Voluntary dispute resolution

- 6.1 (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.

PART 7- Marketing Activities by Developer

Marketing activities

- 7.1 Notwithstanding anything else contained herein, during the time the developer is the owner or lessee of any strata lot, it will have the right to:
- (a) maintain any strata lot or strata lots, whether owned or leased by it, as display suites and/or presentation centres and to carry on within such strata lots and within any area of the common property of the development any marketing and sales functions in respect of the development and/or any Future Developments (as defined below);
 - (b) make alterations or modifications to, and carry out construction work within or about, any strata lot or strata lots owned or leased by the developer or any common property or limited common property appurtenant thereto from time to time (including, without limitation, constructing and installing improvements therein) without the consent or approval of the strata corporation;
 - (c) erect and maintain signage in and around any unsold strata lots and on the common property of the development for the duration of the marketing and sales program;
 - (d) maintain display areas, landscaping and parking areas;
 - (e) use any visitor or public parking, any parking intended to be assigned to any unsold strata lots or any other available parking for marketing and sales purposes and for any other reason related to the development and/or any Future Developments
 - (f) have access to, and the exclusive use of, any and all parts of the common property and common facilities for the purpose of showing strata lots, the common property and the common facilities to prospective purchasers and their representatives; and
 - (g) hold open the lobby door and the door to any common property and/or common facilities during regular business hours,

in each case as may be reasonably determined by the developer in order to enable or assist it in marketing or selling any strata lot within the development and/or any Future Developments.

“Future Developments” means any real estate developments to be developed in the future by (i) the developer of the development, (ii) a limited partnership of which any partner is a partner of, or is affiliated with any partner of, Belmont Residences West Limited Partnership or (iii) any other entity or entities which is/are affiliated with or related to Belmont Residences West Limited Partnership or Belmont Residences West Development Inc. or any of their respective partners, shareholders or directors.

PART 8 - Parking

Parking and Storage

- 8.1 (1) An owner of a strata lot may be entitled to the exclusive use of zero, one or more than one parking stalls and zero, one or more than one storage lockers located in the underground parking facility within the development, pursuant to a partial assignment of the parking and storage lease (the "**Parking and Storage Lease**") between Belmont Residences West Limited Partnership (the "**Partnership**") and an entity related to the Partnership or affiliated with the general partner of the Partnership, as amended and assigned from time to time, a copy of which lease is attached to the disclosure statement for the development. Pursuant to the Parking and Storage Lease, upon the registration of the strata plan for the development, the strata corporation will automatically assume all of the covenants and obligations of the Partnership, as landlord, under the Parking and Storage Lease with respect to those parking stalls and storage lockers within the development which are subject to the Parking and Storage Lease. Attached as Schedule B hereto is a copy of a plan which generally shows the location of the leased premises (including, without limitation, all parking stalls, storage lockers and other storage areas) under the Parking and Storage Lease, provided that the Parking and Storage Lease may be amended from time to time by the parties thereto to include an updated plan which shows the location of the leased premises thereunder.
- (2) An owner, tenant or occupant of a strata lot will not:
- (a) use any parking stall in the underground parking facility except the parking stalls, if any, which have been specifically assigned to the strata lot or, when specifically agreed with another strata lot owner, the parking stall assigned to the strata lot of that other owner;
 - (b) use any storage locker in the underground parking facility except the storage lockers, if any, which have been specifically assigned to the strata lot or, when specifically agreed with another strata lot owner, the storage locker assigned to the strata lot of that other owner; or
 - (c) rent or lease the parking stall or storage locker, if any, assigned to the strata lot or otherwise permit that parking stall or storage locker to be regularly used by anyone that is not an owner, tenant or occupant of the development.
- (3) An owner, tenant or occupant of a strata lot will not carry out, or permit any visitor or invitee of the owner or occupant to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, including the underground parking facility, except in the case of emergency. An owner, tenant or occupant of a strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property or limited common property, howsoever and whensoever such spill or leak occurs, from his or her vehicle, whether as a result of any activity prohibited by these bylaws or otherwise.

- (4) An owner, tenant or occupant of a strata lot will not park or keep any vehicle on the common property of the development or permit any guest to park or keep any vehicle on the common property, except that an owner, tenant or occupant of a strata lot or the guest of such person may park within the parking stall(s), if any, assigned to such strata lot pursuant to a partial assignment of the Parking and Storage Lease, and provided that the owner, tenant or occupant has obtained adequate insurance in respect of such vehicle.
- (5) An owner, tenant or occupant of a strata lot will not store any recreational vehicle, trailer, boat trailer or boat anywhere on the common property or permit any guest to do so. Notwithstanding the foregoing, an owner, tenant or occupant of a strata lot may store a recreational vehicle, trailer, boat trailer or boat within the parking stall assigned to such strata lot pursuant to a partial assignment of the Parking and Storage Lease, provided that such recreational vehicle, trailer, boat trailer or boat fits within such parking stall without creating a danger or hazard to other users of the underground parking facility, and provided that the owner, tenant or occupant has obtained adequate insurance in respect thereof. The strata corporation may remove or cause to be removed from the common property any vehicle, recreational vehicle, trailer, boat trailer or boat that is deemed by the strata corporation to create a danger or a hazard to other users of the underground parking facility or is not adequately insured.
- (6) Except as otherwise permitted by these bylaws, an owner, tenant or occupant of a strata lot will not store any personal items or property anywhere on the common property of the development (including within a parking stall, if any, assigned to the strata lot). Notwithstanding the foregoing, an owner, tenant or occupant may store personal property within a storage locker, if any, which such person has the right to use pursuant to the Parking and Storage Lease.
- (7) The council shall provide written notice of any violation of this bylaw to the owner or tenant and if the infraction is not corrected within twenty-four (24) hours from the date of delivery of such notice, the council, in addition to any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw.
- (8) Written notice is not required prior to towing in emergency circumstances or for a second or subsequent infraction of this bylaw.
- (9) The owner or tenant who caused or permitted the infraction of these bylaws shall indemnify the strata corporation and save it harmless from and against all costs incurred by the strata corporation, including towing costs, legal costs as between a solicitor and their client and any other reasonable costs.
- (10) Signs will be posted notifying that the strata corporation has the right to tow on the common property. The name of the towing company and contact phone number will be posted on signage in the parkade.

Disabled Parking

- 8.2 Certain parking stalls (the “**Disabled Stalls**”) located in the underground parking facility within the development are designed and constructed to accommodate vehicles driven by disabled persons. Some or all of the Disabled Stalls will be allocated by way of partial assignment of the Parking and Storage Lease, and may be allocated to, and used by, owners who do not qualify for the use of Disabled Stalls. The strata corporation and every owner of a strata lot will be required to comply with the terms and provisions of the Parking and Storage Lease in connection with any request for an exchange of a Disabled Stall provided such request satisfies the requirements set out in section 4.07 of the Parking and Storage Lease.

Vehicle Charging Stalls

- 8.3 (1) Certain parking stalls (the “**Vehicle Charging Stalls**”) located in the underground parking facility within the development are each designed will include an operating electrical outlet (each, an “**Electric Outlet**”).
- (2) An owner, tenant or occupant of a strata lot will have the exclusive right to use a Vehicle Charging Station, if any, which is appurtenant to a Vehicle Charging Stall assigned to such owner under the Parking and Storage Lease. An owner, tenant or occupant of a strata lot will not, and will not permit any visitor or invitee of the owner, tenant or occupant to, use any electric outlet in the parking facility except for (1) a Vehicle Charging Stations, if any, which is appurtenant to a Vehicle Charging Stall, which has been assigned to such owner under the Parking and Storage Lease, or (2) a Vehicle Charging Station, if any, which is made available by the strata corporation for common use.
- (3) An owner, tenant or occupant of a strata lot who has the exclusive right to use a Vehicle Charging Stall to which an Electrical Outlet is appurtenant, shall not install a charging station or any charging equipment without the prior written consent of the strata council, and in any event, shall only be permitted to install a charging station that is a pay-per-use charging station (each, a “**Vehicle Charging Station**”) that is compatible with the electrical vehicle charging system installed in the Parking Facility by the owner developer. If the strata council permits such owner, tenant or occupant to install a Vehicle Charging Station, such owner, tenant or occupant shall be responsible for all costs associated with the installation of such Charging Station by a licensed professional, which, for greater certainty, is designed so that each Vehicle Charging Station is required to share an electrical load with at least three other Vehicle Charging Stations.
- (4) Notwithstanding the foregoing provisions of this Bylaw 8.3, the strata corporation will, upon its formation, be responsible for administering the operation, use, maintenance and repair of any Electrical Outlets and Vehicle Charging Stations within or relating to the Vehicle Charging Stalls and may adopt rules relating to same, including, without limitation, rules establishing how the costs and expenses incurred in connection with such Vehicle Charging Stations will be apportioned to the owners and occupants of strata lots who enjoy the benefit of such electric charging (which may include fees or other charges payable by such owners and occupants).

- (5) In this section 8.3(5): (i) **“Qualified Owner”** means an owner of a Strata Lot who resides in such strata lot and who has, or whose spouse, dependent child or tenant resides in such strata lot and has, an electric vehicle; and (ii) **“Non-Qualified Owner”** means an owner of Strata Lot who is not a Qualified Owner.

If a Qualified Owner is the holder of an interest in a parking stall (a **“Non-Charging Stall”**) that is not a Vehicle Charging Stall, then the Qualified Owner may make a written request that the strata corporation to exchange the Qualified Owner’s Non-Charging Stall for a Vehicle Charging Stall. Within sixty (60) days of receipt by the Strata Corporation of a written request for such an exchange from a Qualified Owner, the Strata Corporation will require that a Non-Qualified Owner who is the holder of an interest in a Vehicle Charging Stall (if any and to be selected by the Strata Corporation in its sole discretion if there is more than one such Non-Qualified Owner) exchange his or her interest in the Vehicle Charging Stall with the Qualified Owner for his or her interest in the Non-Charging Stall for no consideration.

Such an exchange will be affected by the Non-Qualified Owner partially assigning this Lease to the Qualified Owner in respect of the Vehicle Charging Stall, and the Qualified Owner partially assigning this Lease to the Non-Qualified Owner in respect of the Non-Charging Stall. The Non-Qualified Owner and the Qualified Owner will each execute a partial assignment of this Lease in favour of the other substantially in the form attached hereto as Exhibit A, and the Strata Corporation is hereby granted a power of attorney to execute such partial assignment on behalf of the Non-Qualified Owner to effect such transfer. An exchange pursuant to this Bylaw 8.3(5) will be on the terms set out in subsection.

Notwithstanding the foregoing, any Vehicle Charging Stall allocated by Developer, in its sole and absolute discretion, to the owner of a strata lot which is identified in the Parking and Storage Lease as being exempt from this Bylaw 8.3(5), is exempt from this Bylaw 8.3(5) and under no circumstances will not be required to exchange his/her/its Vehicle Charging Stall for Parking Stall that is a Non-Charging Stall. This Bylaw 8.3(5) cannot be amended without a vote of all members of the strata corporation.

PART 9- Miscellaneous

Access by Consultants

- 9.1 The owners will permit the developer’s building consultants and the consultants or representatives of any warranty provider in connection with the construction of the development, to have access to the development from time to time during construction thereof and after completion of construction, for the purpose of inspecting and monitoring the building envelope and other components of the buildings comprising the development.

Noise Control

- 9.2 An owner, tenant or occupant of a strata lot must not use, or permit any visitor or invitee of the owner, tenant or occupant, to use a strata lot, limited common property or common property in a way or for any purpose that causes unreasonable or undue noise and will take all reasonable steps to satisfy noise complaints from neighbours. Without limiting the generality of this bylaw:

- (1) an owner, tenant, or occupant of a strata lot will avoid, and will cause any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to avoid, any activity that involves undue traffic or noise and the use or operation of noisy equipment or machinery in or around the strata lot between the hours of 10:30 p.m. and 7:00 a.m. or any activity that encourages loitering by persons in or about the strata lot or the common property; and
- (2) an owner, tenant, or occupant of a strata lot will not, and will cause any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to not, wear hard-heeled shoes or other footwear within a Strata Lot which causes noise which is audible from other strata lots within the development.

Garbage and recycling disposal

- 9.3 An owner, tenant or occupant of a strata lot will remove ordinary household refuse, garbage and recycling from his or her strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage will be bagged and tied before so depositing and the owner, tenant or occupant will remove any materials other than ordinary household refuse, garbage and recycling from the strata plan property at his or her expense.

Bicycle Storage

- 9.4 An owner, tenant or occupancy of a strata lot will not keep bicycles on stoops, patios, balconies, decks or terraces or anywhere else on any common property or limited common property, other than within a storage locker, if any, located in the underground parking facility within the development that is assigned to the owner's strata lot, if any, designated bicycle storage rooms located in the underground parking facility or any bicycle racks installed by the developer or the strata corporation on the common property, if any, as may be permitted by the strata council from time to time. For greater certainty, bicycles may be kept within the strata lots.

Move in / move out

- 9.5 (1) An owner, tenant or occupant of a strata lot must provide notice to the strata corporation of any move in or out, by completing the "Move In/Out Form" and submitting the completed form to the strata corporation's property management company, at least seven (7) business days before the moving date. *(Amended October 17, 2022 CB286259)*
- (2) (a) All moves must take place between 9:00 am and 6:00 pm Monday to Friday and between 10:00 am and 5:00 pm Saturday, Sunday, and statutory holidays. In exceptional circumstances, a request for alternate time periods may be made to the Strata Council.

- (b) Major deliveries or disposal from a strata lot require no fee be paid, but prior notification of the strata corporation, through the property management company, at least 48 hours before the delivery or disposal, will ensure that the elevator protection can be put in place. Any expenses incurred by the strata corporation as a result of the deliveries or disposals will be applied to the strata lot.
- (3) An owner, tenant or occupant of a strata lot must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left in the lobby area during any move in or out of a strata lot.
- (4) An owner, tenant or occupant must ensure that no damage is caused to any common property during any move in or out of a strata lot and that all common property is left in a clean state following such move, and that all hallways and lobby areas are vacuumed immediately upon completion of such move.
- (5) At the time of all moves, in/out, any and all costs that the strata corporation incurs to repair or replace damaged items, to clean up soiled areas or to dispose of leftover materials, belongings or trash will be charged to the strata lot connected to the move.
- (6) An owner, tenant or occupant must pay a one time Move In/Out Fee of \$200, 48 hours prior to the initial move in. Any expenses incurred by the strata corporation, during a move in or a move out, attributable to the owner, tenant or occupant and all fines levied in excess of the Move In/Out Fee will be applied to the strata lot connected to the move.

Rentals

- 9.6
- (1) Before a tenant may move into any strata lot, the owner will deliver or cause to be delivered to the strata corporation a "Form K - Notice of Tenant's Responsibilities" in the form set out in the Act, signed by the tenant.
 - (2) An owner will advise the council in writing of the time and date that any tenant intends to move in or out of the strata lot, at least seven (7) days in advance and will make arrangements with the manager of the building to co-ordinate any such move in accordance with section 9.5.
 - (3) No owner, tenant or occupant may rent out, lease, sublease, license, sublicense or otherwise grant any occupancy rights to any strata lot in exchange for consideration of any kind for any period of less than 30 consecutive days, which restriction shall apply to all rentals including those made under websites advertising rentals such as "Airbnb", "VRBO" and similar services. No owner, tenant or occupant will be permitted to use, allow and/or advertise a strata lot to be used, occupied or licensed as vacation or travel accommodation, including but not limited to, as a hotel room, bed and breakfast, home stay, student housing, Airbnb, VRBO or similar service, or for short term rentals except any rentals for consecutive periods equal to or greater than 30 consecutive days.

Selling of strata lots

- 9.7 An owner of a strata lot, when selling his or her strata lot, will not display or post or permit any agent to display or post "for sale" signs or other signage for the purpose of selling or marketing a strata lot in any the following places: (i) within the owner's strata lot such that the signage is visible from the exterior of the strata lot, or (ii) anywhere on the common property (including limited common property), except for in a location on the common property approved by the strata council.

Items Left on Common Property at Own Risk

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

Supervision of Children

- 9.9 Any owner, tenant or occupant that is responsible for a child will properly supervise the child's activities on the common property.

Holiday Lights

- 9.10 An owner, tenant or occupant of a strata lot must not erect, install or display lights such as Christmas lights or lights for other holidays or any other decorative lights of a similar nature in or about a strata lot prior to December 2 of a given year and must remove such lights on or before January 15 of the following year.

Notices

- 9.11 An owner, tenant or occupant may post notices in a location designated by the strata council for the posting of notices. The strata council may remove any notice that it deems, in its sole discretion, to be inappropriate or that has been posted for a period of longer than one week.

Irrigation

- 9.12 The strata corporation will operate, maintain and repair the irrigation systems for the landscaped portions of the common property and limited common property in a good and proper state of repair.

Air Conditioning Units

- 9.13 (1) An owner, tenant or occupant (i) will not install, and neither the strata corporation nor the council will approve the installation of, a built-in air conditioning unit in a strata lot and (ii) will not, without the council's prior approval, install in a strata lot a portable air-conditioner that vents through a window or otherwise to the exterior of the building (whether onto limited common property for strata lot or otherwise). The foregoing provisions of this bylaw 9.13(1) do not apply to the interior unit of the strata lot's ductless heating/air conditioning system installed by the owner-developer.

- (2) An owner, tenant or occupant may install an air conditioning condenser unit on the limited common property appurtenant to the strata lot owned by such owner or occupied by such tenant or occupant if the owner of such strata lot has received written approval from the strata corporation, provided that this prohibition does not apply to air conditioning units which were originally installed by the developer, but it will apply to a replacement for any such air conditioning units.
- (3) The strata corporation must not unreasonably withhold its approval under subsection (2), but may require as a condition of its approval that the owner of the strata lot agree in writing to do the following:
 - (a) to install the brand and model of air conditioning unit approved by the developer in the developer's air conditioning plans (the "**Air Conditioning Plans**") provided to the strata corporation;
 - (b) the installation of the air condition unit is carried out in a good and workmanlike manner by a qualified tradesperson and/or company identified in the Air Conditioning Plans;
 - (c) the air condition unit is installed on the limited common property appurtenant to any such strata lot, and utilizes the electrical rough-in designed to accommodate an air conditioning unit; and
 - (d) the installation of the air conditioning unit is carried out in accordance with Air Conditioning Plans.

Move IN/OUT Policy Strata Plan EPS6035

A strata lot owner or tenant of EPS6035 who is planning to move in or out of a strata lot at 960 Reunion Avenue is required to abide by our bylaws. The Strata Council and every owner have a reasonable expectation that adequate security will always be maintained, and that proper care will be taken to prevent damage to any part of the property, including walls, carpet, doors, railings, windows, and elevators. Any questions about this policy, or on the completion of the attached form may be directed to Cornerstone Properties Ltd., Tel: (250) 475-2005, Email: info@cornerstoneproperties.bc.ca or via the Strata Email: belmontweststrata@gmail.com.

The following condition apply to all Moves Ins and Outs:

1. Owner, tenant, or occupant must complete the Move In/Out Form attached to this policy and email the completed form to the Strata Corporation's Property Management company at least **7 business days prior** to the planned event. Completed forms will be subject to review and signed approval by the Property Management company. There is a one time, \$200.00 move in/out fee, payable to Strata Plan EPS6035 at the time of the initial move in. *****Note: Enterphone updates will not be completed until the Moving In/Out Form has been submitted and approved, and Fee has been paid.**
2. An owner renting their unit will be required to provide a completed Form K to the Property Management company before a tenant moves into the strata lot.
3. All moves (including deliveries/disposals) shall take place between 9:00 am and 6:00 pm Monday through Friday, and between 10:00 am and 5:00 pm Saturdays, Sundays, and statutory holidays. In exceptional circumstances, a request for alternate time periods may be made to the Strata Council.
4. The Property Manager will arrange for elevator pads and a mat to be placed in the elevator, and for the elevator to be put out of service and made available to the owner, tenant or occupant moving. Notices will be posted that the elevator is out of service for a move in/out. Once the move is complete, pads and mat will be removed from the elevator, and it will be put back in service.
5. It is important for an owner, tenant, or occupant to be fully aware of the need to maintain security at all times during the move. **At no time should any door be propped open and left unattended.**
6. Boxes and large wrappings must be flattened to reduce the volume and may be discarded in the cardboard recycling bin located in the garbage room. Unwanted furniture, appliances and other bulky items must be disposed of off-site at owner, tenant, or occupant's expense. **Under no circumstances is the garbage room to be used for the disposal of unwanted furniture or appliances.**
7. At the time of all move ins/outs, any and all costs that the Strata Council incurs to repair or replace damaged items, to clean up soiled areas or to dispose of leftover materials, belongings or trash will be charged back to the account of the strata owner. It is important for tenants to be aware of this and to keep landlords informed of all incidents.
8. The Move In/Out Form is attached to this policy

Move IN/OUT Form for EPS6035 960 Reunion Avenue

Email : info@cornerstoneproperties.bc.ca

Tel: 250-475-2005

*** Enterphone updates will not be completed until the Move IN/OUT Form has been submitted and approved by Cornerstone Properties Ltd., and Fee has been paid.

Owner's Name (print): _____ Cell: _____

Owner's Email: _____ W: _____

Tenant's Name (print): _____ Cell: _____

Tenant's Email: _____ W: _____

Strata Lot #: _____ Unit #: _____

Date of move: _____

Move times requested: From _____ AM/PM To _____ AM/PM

☐ Move in

☐ Move out

Move In/Out Fee: \$ 200 Paid _____

Agreement:

I certify that I am the registered owner of the above mentioned strata lot and have read and understand the Move IN/OUT Policy and agree to assume full responsibility for a move in or out, either on my part, or on the part of my tenant(s). I understand and agree that full responsibility includes being responsible for any and all costs associated with the move, wherein the Strata Corporation may be required to repair or replace damaged areas, to clean soiled areas, or to dispose of leftover materials, belongings, or trash.

As the owner, I hereby agree to indemnify the Strata Corporation for any claims, losses, and expenses whatsoever associated with the function of moving in/out at 960 Reunion Avenue, including, but not limited to, those that may result from bodily injury, including death and/or damage to property of the owner/tenant or third parties.

Owner's Signature

Date

Property Manager's Signature

Date