

1. Contact

Document Fees: \$32.51

**Transpacific Realty Advisors
203-4300 North Fraser Way
Burnaby BC V5J 0B3
604-873-8591**

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

Application Type

LTO Document Reference

Form-I Amendment to Bylaws

3. Description of Land

PID/Plan Number

Legal Description

EPS9209

THE OWNERS, STRATA PLAN EPS9209

Electronic Signature

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

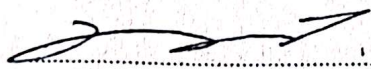
**Stephen Frederick
Graf LIZPE3**

**Digitally signed by
Stephen Frederick Graf
LIZPE3
Date: 2024-11-05
11:30:13 -08:00**

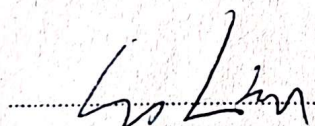
Form I
[am. B.C. Reg. 312/2009, s. 7.]
Amendment to Bylaws
(Section 128)

The Owners, **Strata Plan EPS9209** 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 a special general meeting held on November 1st, 2024:

[PLEASE SEE ATTACHED PAGE]

 (Patrick Zhou)

Signature of Council Member

 (Chao Lin)

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

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

THEREFORE, BE IT RESOLVED by a $\frac{3}{4}$ vote of a Quorum of The Owners, Strata Plan EPS9209, to hereby approve to amend the strata corporation bylaws by adding bylaw 1.3.6(i) to 1.3.6(k) to be read as follows:

- 1.3.6 (i) *On-site marketing or sale of cannabis, cannabis products or cannabis accessories;*
- (j) *Growing, producing, harvesting, storing, processing, packaging or distribution of cannabis;*
- (k) *Automobile painting or repairs or autobody shop;*

THEREFORE, BE IT RESOLVED by a $\frac{3}{4}$ vote of a Quorum of The Owners, Strata Plan EPS9209, to hereby approve to amend the strata corporation bylaws by adding bylaw 1.3.14(a) to 1.3.14(c) to be read as follows:

- 1.3.14 (a) *No strata lot located on the 3^d floor shall be used for any purpose relating to gym, exercise, any type of dance, and/or any type of physical sports that will generate excessive noise and/or vibration. For greater certainty, the strata council will provide and determine the guideline and set standards for the definition of excessive noise and/or vibration on a case by case basis.*
- (b) *Notwithstanding bylaw 1.3.14(a), any strata lot currently used by either an owner, tenant, or occupant for the uses outlined in bylaw 1.3.14 will be "grandfathered" or exempt from bylaw 1.3.14(a).*
- (c) *The strata corporation will maintain a list of "business use" or "strata lot use" for the purpose of enforcement of bylaw 1.3.14(b). Owners, tenants, and occupants must register with the Strata Corporation their strata lot use and business name that falls under bylaw 1.3.14(a) within fourteen (14) days of the AGM/SGM approving bylaws 1.3.14(a) to 1.3.14(c). Failure in submitting or registering such strata lot use and business name by the due date will result in the respective strata lot not being grandfathered or exempt from bylaw 1.3.14(a). Any owner or tenant change will result in this bylaw 1.3.14 becoming null and void. For greater certainty, the grandfather or exemption only applies to the business registered within the timeline specified in this bylaw 1.3.14(c).*



Strata Property Act Filing

NEW WESTMINSTER LAND TITLE OFFICE

NOV 03 2023 15:55:57.001

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1. Contact

Document Fees: \$31.27

**PLLR Lawyers
Suite 500 – North Tower
5811 Cooney Road
Richmond BC V6X 3M1
6042762765**

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

Application Type

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THE OWNERS, STRATA PLAN EPS9209

Electronic Signature

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**Katherine Jane
Mackay D5KN87**

Digitally signed by
**Katherine Jane Mackay
D5KN87
Date: 2023-11-03
15:55:47 -07:00**

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

WHEREAS the Owners, Strata Plan EPS9209 certify that the following amendments to the bylaws of the strata corporation were approved by a resolution or resolutions passed in July 2023. Attached hereto as Schedule "A" are the restated bylaws as amended pursuant to the resolutions passed in accordance with section 128 of the *Strata Property Act*.

1. The following is and shall be added as Division 20 of the bylaws:

"DIVISION 20

NATURAL GAS USER FEE

20.1 Natural Gas Consumption Fee

- 20.1.1 An owner of a strata lot will be charged a user fee for their strata lot's natural gas consumption calculated in accordance with the strata lot's rate of consumption multiplied by the then current rate of FortisBC and any of its successors' rates for consumption and any applicable taxes and/or fees. Hereinafter called the "Natural Gas Consumption Fee".
- 20.1.2 The Natural Gas Consumption Fee will include any and all charges, fees, and/or costs related to the calculation of the Natural Gas consumption of each strata lot.
- 20.1.3 The Strata Corporation and Strata Council may charge the owner of a strata lot a fine of \$200 and every 7 days for the Contravention of bylaws 20.1.1 and 20.1.2 until the Natural Gas Consumption Fee is paid in full."

DATED the 17th day of July, 2023.



Signature of Owner Developer

SCHEDULE "A"**THE OWNERS, STRATA PLAN EPS9209****BYLAWS**

As permitted by the *Strata Property Act*, S.B.C. 1998, Chapter 43 (the "Act")

DIVISION 1**DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS****1.1. Payment of Strata Fees**

- 1.1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 1.1.2 If an owner is late in paying strata fees or special levies, the owner must pay to the strata corporation interest on the late payment in the amount of 10% per annum, compounded monthly and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.
- 1.1.3 The strata corporation may, in its sole discretion and without a $\frac{3}{4}$ vote, in accordance with section 116 of the Act, register a certificate of lien against any strata lot whose owner is over two months in arrears of payment on its monthly strata fees or special levies, and may in accordance with section 117 of the Act, apply for judgment against any owner who is over three months in arrears of its monthly strata fees.
- 1.1.4 At the direction of the strata council the owners must participate in a pre-authorized debit plan whereby the strata council or its agents will be authorized to debit the owner's bank account each month for assessments payable on a monthly basis. The owner shall sign an authorization form within five days of presentation in order to give full force and effect to the foregoing.

1.2. Repair and Maintenance of Property by Owner

- 1.2.1 An owner must repair and maintain the owner's strata lot, including, without limitation, internal doors, internal windows, exterior door or a door that faces common property or limited common property, and parts, components, and handles that are attached to an exterior door or window, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 1.2.2 An owner must, at its expense, keep the inside of exterior windows and doors, the inside and outside of all interior doors and windows and all exterior storefront surfaces of the strata lot clean, and must maintain the strata lot in a clean, orderly and sanitary condition free of insects, rodents, vermin and other pests.
- 1.2.3 An owner who has the exclusive 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.
- 1.2.4 An owner must not permit the accumulation on any sidewalk, deck, terrace, planters, patio or balcony adjoining his or her strata lot of any ice, snow, leaves, algae or debris. An owner must not permit anything to happen which would cause drainage problems or cause damage to any other strata lot or the common property.
- 1.2.5 An owner must promptly carry out all work that may be ordered by any competent public or local authority in respect of its strata lot other than work for the benefit of the building generally, and

shall pay all rates, taxes, charges, levies and assessments that may be payable with respect to the owner's strata lot.

- 1.2.6 An owner must keep limited common property clean and free of storage items at all times. Failure to do so will result in the strata corporation arranging for the cleanup and chargeback of all related costs to the strata lot concerned.
- 1.2.7 Notwithstanding any provision of these bylaws, an owner must repair and maintain any overhead door, loading bay door, and dock levelers that is part of or attached to a strata lot.
- 1.2.8 Notwithstanding any provision of these bylaws, an owner, tenant, or occupant must properly maintain and not cause damage or deterioration of any kind to the public art vinyl within their strata lot that was installed and prepared by the developer at the time of completion. Such maintenance must follow and be in compliance with the standard as set out by the artist, installer, and/or developer.

1.3. Use of Strata Lots, Common Property and Limited Common Property

- 1.3.1 An owner, tenant, occupant or visitor must not use a strata lot, the common property, limited common property, or common assets in a way that:
 - (a) causes a nuisance or hazard to another person, including, but not limited to a nuisance or hazard by way of noise, light, vibration and/or smell;
 - (b) causes unreasonable noise or interferes with other owners or occupants;
 - (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 injurious to the reputation of the building; or
 - (e) is contrary to a purpose for which the strata lot, common property or limited common property is intended as shown expressly or by necessary implication on or by the strata plan.
- 1.3.2 An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, limited common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
- 1.3.3 An owner, tenant, occupant or visitor must ensure that all animal are leashed or otherwise secured when on the common property or on land that is a common asset. The owner of a strata lot will be responsible for clean-up, damage or repair required or caused by the presence of their pets or the pets of any tenants or other occupant of their strata lot, or their respective visitors, on the common property or on the land that is a common asset.
- 1.3.4 An owner, tenant or occupant must not keep merchandise, supplies, materials, garbage, refuse, pallets or other chattel on any strata lot loading area or on any common property areas, including limited common property areas.
- 1.3.5 A strata lot, or any portion thereof, may only be used in accordance with applicable municipal zoning bylaws and rules and regulations in effect from time to time.
- 1.3.6 No strata lot shall be used for any of the following uses:
 - (a) Seafood, fish, poultry or meat abattoir or slaughterhouse;
 - (b) Un- frozen seafood, fish, poultry or meat processing or storage;
 - (c) Any business which results in the release of noxious odors, excessive vibrations or dust or

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- the release of toxic wastes or other pollutants;
- (d) the sale of fireworks or firecrackers;
 - (e) an adult retail store or “XXX” rated bookstore or any other use involving the display, retailing or renting of any of: (i) sex objects; or (ii) adult magazines using more than 3.0 linear metres of shelving, being a maximum of 6 metres in depth; or (iii) “XXX” rated videos, DVDs or any other form of “XXX” rated media;
 - (f) a body-rub or massage parlour or any other use involving the practice of manipulating, touching or stimulating by any means on a person’s body or part thereof, but not including: (i) medical, therapeutic or cosmetic massage treatment given by a person duly licensed or registered with the applicable governmental authority; and (ii) the enhancement of health and well-being through therapeutic touch techniques such as shiatsu, reflexology, bio-kinesiology, hellework, polarity, reiki, rolfing, and trager approach;
 - (g) residential purposes, lodging or sleeping; or
 - (h) a clinic or other facility specializing in the rehabilitation or treatment of alcohol, drug or substance addicts or users.

An owner or tenant who is in breach of this bylaw must release, indemnify and hold harmless the strata corporation from all liability, claims or actions related to or resulting from the breach, including but not limited to indemnification for the strata corporation’s legal fees on an own solicitor-client basis. An owner or tenant is vicariously responsible for the actions of their occupants and visitors as if the owner or the tenant had committed the breach themselves.

- 1.3.7 An owner, tenant, occupant or visitor must not use (or allow to be used) the common property, including limited common property, for the purpose of testing, trying, sampling or using products, merchandise, supplies or materials.

An owner or tenant who is in breach of this bylaw must release, indemnify and hold harmless the strata corporation from all liability, claims or actions related to or resulting from the breach, including but not limited to indemnification for the strata corporation’s legal fees on an own solicitor-client basis. An owner or tenant is vicariously responsible for the actions of their occupants and visitors as if the owner or the tenant had committed the breach themselves.

- 1.3.8 Mops, dusters or cloths of any kind shall not be shaken from, and nothing (such as cigarette butts and liquids) shall be thrown, poured or otherwise discarded from any window or balcony, or onto or from any other part of the exterior of the strata lot, common property or limited common property.

- 1.3.9 An owner, tenant or occupant shall not:
- (a) hang or display any articles from windows or other parts of the building so that they are visible from the outside of the building;
 - (b) smoke or permit visitors, guests or tenants to smoke in any strata lot, common property or limited common property of the building;
 - (c) use toilets in the washrooms for disposing of waste materials, or use washrooms for bathing purposes (other than hand washing);
 - (d) keep any instrument or device in or about a strata lot that in the opinion of the strata corporation may interfere with other owners or tenants;
 - (e) display Christmas lights except with the consent of the strata corporation;
 - (f) place a satellite dish on any portion of any strata lot or common property, including, but not limited to any roof decks;

- (g) hang or place any window drapes, blinds, signs or other objects which will adversely affect the consistency of the exterior of the building;
 - (h) feed pigeons, seagulls, birds or any type of wild animal from any strata lot or common property;
 - (i) use any musical instrument, sound reproduction system or other device within or outside of a strata lot that in the opinion of the strata corporation causes a disturbance or interferes with the comfort of other owners;
 - (j) place signs anywhere on the common property. No signs placed within strata lots shall be visible from the exterior of the building or the common areas, except that signs that comply with the signage rules may be placed on the entrance door to each strata lot in the area provided for signage;
 - (k) solicit business and display merchandise except in its strata lot, nor do or permit anything to be done in or on the common property that hinders or interrupts the flow of traffic to, in and from the building;
 - (l) distribute handbills or other advertising matter other than within its strata lot;
 - (m) permit the parking of delivery vehicles so as to interfere with the use of any loading bay, interior and exterior driveway, walkway, parking facilities, mall, lobby or other area of the building; or
 - (n) block, obstruct or use or permit any occupant of his or her Strata Lot or any guest, employee, agent or invitee of the owner or occupant to obstruct or use, the sidewalks, elevators (including both passenger elevators and vehicle elevators), walkways, passages, stairs and drive aisles and/or driveways of the common property and/or limited common property for the exclusive use of one or more Strata Lots in the strata plan for any purpose other than ingress or egress from the Strata Lots or parking areas within the common property (including limited common property) of the strata plan.
- 1.3.10 Owners, tenants and occupants must, to the extent possible, ensure that their patients, clients and other invitees do not conduct themselves in a disruptive manner.
- 1.3.11 An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property.
- 1.3.12 An owner will indemnify and save harmless the strata corporation from any cost and expense of any maintenance, repair or replacement to the common property, limited common property, common assets or to any strata lot rendered necessary by any act, omission, negligence or carelessness of the owner of their visitors, occupants, guests, employees, agents, tenants, contractors, directors, officers, affiliate or those whom they are responsible for in law, but only to the extent that such expense is not reimbursed from the proceeds received by the strata corporation from any insurance policy. Any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the insurance proceeds received by the strata corporation as insurance coverage and will be charged to the owner.
- 1.3.13 If an owner fails to indemnify the strata corporation pursuant to bylaw 4.4, a fine of \$200.00 per week after the strata corporation has requested to be indemnified may be levied against the owner until such costs, expenses and deductibles are paid.

1.4. Obtain Approval before Altering Strata Lot

- 1.4.1 An owner must obtain the written approval of the strata corporation, and provide a damage deposit in the amount of \$1,000.00, before making any alteration to a strata lot.

1.4.2 The strata corporation must not unreasonably withhold its approval under subsection 1.4.1, but may {104643-03408628.}

require as a condition of its approval:

- (a) that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, upon request, evidence of appropriate insurance coverage relating to the alteration. The strata corporation may also require that an owner provide detailed plans and specifications relating to any proposed alteration.
 - (b) provide drawings of the proposed alteration or addition, including but not limited to architectural, mechanical, electrical, fire protection, plumbing drawings, and/or concrete scans, as are applicable, and have such drawings reviewed by the original base building consultants or such other consultants as the strata corporation may specify, at the owner's cost.
- 1.4.3 All flooring materials must be such as to minimize noise transmission to the strata lot immediately below or adjacent thereto. All flooring materials must have the equivalent or greater noise suppression qualities as those installed by the developer. Installations of hardwood, laminate, stone tile and other hard floor coverings must be approved in advance by the strata corporation, in writing.
- 1.4.4 Contractors may only operate in a strata lot after 5:00 p.m. if work will be audible outside of the strata lot on which the work will be conducted, unless the written approval of the strata corporation is obtained in advance. Notification must be provided to the strata corporation by the strata lot owner of any contractor's plans and purpose and for permission for elevator use, protection and padding. All contractors must retain a minimum liability coverage of \$2 million. All construction refuse must be removed offsite and not placed in the strata corporation garbage bins.
- 1.4.5 Notwithstanding any provision of these bylaws, an owner must not make any alteration or addition to a strata lot:
- (a) except in accordance with applicable municipal bylaws and other laws;
 - (b) except in accordance with the plans approved by the strata corporation in accordance with these bylaws; and
 - (c) without first obtaining all required permits and approvals.
- 1.4.6 An owner, tenant or occupant must obtain all necessary municipal permits and approvals, and comply with such permits and approvals, the building code and all applicable municipal bylaws, regulations, in connection with any construction relating to their strata lot including, without limitation, construction of any mezzanine space.

1.5. Obtain Approval Before Altering Common Property or Limited Common Property

- 1.5.1 An owner must obtain the prior written approval of the strata corporation, and provide a damage deposit in the amount of \$1,000.00, before making an alteration to common property, limited common property of which the owner has exclusive use, or common assets.
- 1.5.2 The strata corporation may require as a condition of its approval:
- (a) that the owner agree in writing to take responsibility for any expenses relating to the alteration and to provide, upon request, evidence of appropriate insurance coverage relating to the alteration. The strata corporation may also require that an owner provide detailed plans and specifications relating to any proposed alteration.
 - (b) provide drawings of the proposed alteration or addition, including but not limited to architectural, mechanical, electrical, fire protection, plumbing drawings, and/or concrete scans, as are applicable, and have such drawings reviewed by the original base building consultants or such other consultants as the strata corporation may specify, at the owner's cost.
- 1.5.3 The strata corporation may require as a condition of its approval that the owner from time to time of the strata lot receiving the benefit of an alteration to common property, limited common property

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or common assets must, for so long as he or she remains as owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets, and such owner will enter into all such agreements as the strata corporation may require with respect to such responsibilities.

- 1.5.4 Notwithstanding any provision of these bylaws, an owner must not make any alteration to common property, including limited common property, or common assets:
- (a) except in accordance with applicable municipal bylaws and other laws;
 - (b) except in accordance with the plans approved by the strata corporation in accordance with these bylaws; and
 - (c) without first obtaining all required permits and approvals.
- 1.5.5 The strata corporation will not be responsible for repairing, restoring or replacing any alterations undertaken by an owner to a strata lot, common property, limited common property or common assets. In the event that the existence of the alteration to a strata lot, common property, limited common property, or common assets undertaken by an owner results in additional costs to the strata corporation in undertaking the repair and maintenance of common property, limited common property, common assets or a strata lot in accordance with these bylaws, the then current owner of the strata lot receiving the benefit of the alteration must indemnify the strata corporation for all such additional costs.

1.6. Alteration of Common Property or Limited Common Property

- 1.6.1 The strata corporation confirms that:
- (a) the owners of the strata lots shall be entitled to alter the store fronts and place awnings and/or advertising signage, illuminated or not as permitted by the applicable bylaws of the City of Richmond, on any common property or limited common property designated for the purposes of signage for those strata lots, on the condition that:
 - (i) the owner has obtained the written approval of the strata corporation in compliance with subsections 1.5.1 and 1.5.2;
 - (ii) the plans for such alterations, awnings and/or signage have received any approvals required from the City of Richmond;
 - (iii) the alterations, awnings and/or signage are in keeping with the exterior design of the building; and
 - (iv) the structure of the building is not impacted.
 - (b) provided that prior written notice of any material alteration is provided to the strata corporation, the owners of the strata lots shall be entitled to carry out alterations to the interior of the strata lots, including, but not limited to, those alterations for wiring, plumbing, piping, exhaust systems and grease traps in order for the strata lot to be used for the strata lot owner's business use, provided that any alterations to the structure of the building must be approved by the strata corporation. If a strata lot owner requires access over or the use of common property for the purpose of installing utilities or other services and facilities that are required for the purpose of carrying on business from a strata lot such access and/or use shall be granted by the strata corporation provided that the strata lot owner gives prior written notice of the proposed work, all costs relating to the work are borne by the strata lot owner and the work is conducted in accordance with such reasonable rules as are imposed by the strata corporation. In carrying out such alterations the strata lot owners shall take all necessary steps to cause as little disruption as possible to the other strata lot owners;
 - (c) the owner, tenant or occupant of any of the strata lots will not erect, place or maintain any decoration, lettering or advertising matter of any kind, including any hand-written signs or

signs placed in the interior of the display window for exterior view, unless such decoration, lettering or advertising matter is in compliance with the strata signage rules; and

- (d) any awning and/or signage will be maintained in good condition and repair and the costs of such maintenance and repair, together with all utilities required to operate such signage will be borne by the owner of the strata lot displaying such awning and/or signage.

1.7. Structural Alterations

- 1.7.1 No person may drill into any walls, ceilings or floors without first obtaining the written approval of the strata corporation. The strata corporation may require, in its sole discretion, an x-ray of the area to be drilled confirming that the proposed drilling will not interfere with or damage structural elements of the building. Any such x-ray will be carried out at the expense of the owner.

1.8. Inform Strata Corporation

- 1.8.1 Within two weeks of becoming an owner, an owner must inform the strata corporation of that owner's name, strata lot number and mailing address outside the strata plan.
- 1.8.2 Within two weeks of leasing a strata lot to a tenant, an owner must inform the strata corporation of the tenant's name, phone and emergency contact numbers.
- 1.8.3 Owners must provide to the strata corporation between January 1 and January 31 of each year updated contact information for the owner and any tenant and proof of insurance required pursuant to subsection 10.1.3.

1.9. Permit Entry to Strata Lot

- 1.9.1 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.
 - (ii) to commence, fulfill, and complete any alteration work approved by the Strata Corporation. The authorized person or party must comply with and accommodate reasonable requests requested by the affected strata lot owner or tenant that relates to business disruption, cleanliness, furniture arrangements, and repair of any damages caused by the authorized person or party.
 - (iii) to conduct an annual fire safety inspection; and
 - (iv) to ensure compliance with these Bylaws.
- 1.9.2 The notice referred to in subsection 1.9.1(b) must include the date and approximate time of entry, and the reason for entry.

1.10. Comply with Laws and Bylaws

- 1.10.1 An owner must comply strictly with these bylaws, and all other bylaws of the strata corporation, and with the rules and regulations adopted from time to time.
- 1.10.2 Owners, occupants and tenants must also comply with all applicable municipal, provincial and federal laws and any bylaw, rule or regulation enacted thereunder.

DIVISION 2 POWERS AND DUTIES OF STRATA CORPORATION

2.1. Repair and Maintenance of Property by Strata Corporation

2.1.1 The strata corporation must repair and maintain all of the following:

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once per year, and
 - (ii) the following, no matter how often the repair and maintenance is required:
 - I. the structure of a building, including, but not limited to the roof;
 - II. the exterior of a building;
 - III. chimneys, stairs, vents and other things attached to the exterior of a building, excluding balconies, patios and roof decks that are for the exclusive use of a strata lot;
 - IV. skylights on the exterior of a building or that front on the common property;
 - V. windows, including the glass, casings, sills and frames;
 - VI. railings and similar structures that enclose patios and balconies;
 - VII. landscaped areas; and
 - VIII. parking areas and drive aisles excluding loading bays and parking stalls designated as common property.
- (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (iv) windows and skylights on the exterior of a building or that front on the common property; and
 - (v) fences, railings and similar structures that enclose patios and balconies.

2.2. Contributions and Payments

2.2.1 The strata corporation shall collect and receive all contributions toward the common expenses levied by the strata corporation paid by the owners and deposit the same with a chartered bank or trust company or credit union or financial institution.

2.2.2 The strata corporation shall 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.

2.3. Powers of Strata Corporation

2.3.1 The strata corporation may:

- (a) purchase, hire or otherwise acquire personal property for use by the owners in connection with their enjoyment of common property, limited common property or other common assets;
- (b) 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 common property or limited common property, or other common assets;
- (c) do all things necessary for the enforcement of the rules and regulations, and for the control, management and administration of common property, limited common property or other common assets generally, including removing privileges in use of certain facilities or fixing and collecting fines for contravention of the rules or regulations;
- (d) make an agreement with any occupant or tenant of a strata lot for the provision of amenities or services by it to that strata lot;
- (e) make an agreement with the owners in connection with the joint use of any facilities which are designated in the strata plan as being limited common property;
- (f) grant to an occupant or tenant of a strata lot the right to exclusive use and enjoyment of limited common property or special privileges in respect thereof, such a grant to be determinable on reasonable notice, unless the separate section by unanimous resolution otherwise resolves.

DIVISION 3 STRATA COUNCIL

3.1. Council Size and Eligibility

3.1.1 A council shall be elected from the persons eligible to run for council pursuant to the Act, and shall include not less than three (3) and not more than seven (7) members.

3.2. 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.

3.2.2 A person whose term as council member is ending is eligible for re-election.

3.3. Removing Council Members

3.3.1 Unless all the owners are on the council, the strata council may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.

3.3.2 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.

3.3.3 No person may run for council or continue to sit 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 or if the strata fees and special levies payable with respect to that strata lot are in arrears.

3.4. Replacing Council Member

3.4.1 If a council member resigns or is unwilling or unable to act for period of two or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

- 3.4.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 3.4.3 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.
- 3.4.4 If all the members of the council resign or are unwilling or unable to act for a period of two or more months, persons holding at least 25% of the strata corporation’s votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

3.5. 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, a vice president, a secretary, a treasurer, a privacy officer.
- 3.5.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 3.5.3 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.
- 3.5.4 If an officer other than the president is unwilling or unable to act for a period of two or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

**DIVISION 4
CALLING COUNCIL MEETINGS**

4.1. Calling Council Meetings

- 4.1.1 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.
- 4.1.2 The notice does not have to be in writing.
- 4.1.3 A council meeting may be held on less than one week’s notice if:
 - (a) all council members consent in advance of the meeting; or
 - (b) the meeting is required to deal with an emergency situation, and all council members either:
 - (i) consent in advance of the meeting; or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
- 4.1.4 The council must inform owners about a council meeting as soon as is feasible after the meeting has been called.

4.2. Requisition of Council Hearing

- 4.2.1 By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.

- 4.2.2 If a hearing is requested under subsection 4.2.1, the council must hold a meeting to hear the applicant within one month of the request.
- 4.2.3 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.

4.3. Quorum of Council

- 4.3.1 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.
- 4.3.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

4.4. Council Meetings

- 4.4.1 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.
- 4.4.2 If a council meeting is held by electronic means, council members are deemed to be present in person.
- 4.4.3 Owners may attend council meetings as observers.
- 4.4.4 Despite subsection 4.4.3, no observers may attend those portions of council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act; or
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

4.5. Voting at Council Meetings

- 4.5.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- 4.5.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- 4.5.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

4.6. Council Minutes

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

4.7. Delegation of Council's Powers and Duties

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- 4.7.1 Subject to subsections 4.7.2 to 4.7.4 (inclusive), 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.
- 4.7.2 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 4.7.3.
- 4.7.3 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.
- 4.7.4 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.

4.8. Spending Restrictions

- 4.8.1 A person must not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- 4.8.2 Despite subsection 4.8.1, a council member may spend the strata corporation's money to repair or replace common property or common assets if, in the council member's reasonable opinion, the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

4.9. Limitation on Liability of Council Member

- 4.9.1 A council member who acts honestly and in good faith is not personally liable as a result 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.
- 4.9.2 Subsection 4.9.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

DIVISION 5 ENFORCEMENT OF BYLAWS AND RULES

5.1. Maximum Fine

- 5.1.1 The strata corporation may fine an owner or tenant a maximum of:
- (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.
- 5.1.2 In the event of a continuing contravention of a bylaw or rule, the strata corporation may impose the fines set forth in subsection 5.1.1 on an owner or tenant every 7 days.
- 5.1.3 Each owner and tenant is responsible for payment, without invoice, of any money owing to the strata corporation as provided for in the Act or these bylaws. If the owner or tenant fails to pay any money

so owing within 15 days after the date such money becomes due, the owner or tenant will, after having been given written notice of the default and having been provided with a reasonable opportunity to answer the complaint (including a hearing, if requested), be assessed and pay a fine of \$10. If such default continues for a further 15 days, an additional fine of \$25 will be levied against and paid by the owner or tenant, as the case may be, and for each additional month default continues, an additional fine of \$25 will be levied against and paid by the owner or tenant.

- 5.1.4 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 which may be established from time to time by the council pursuant to the Act or these bylaws, shall become part of the assessment of the owner responsible and shall 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.

5.2. Costs of Expenses Incurred by Other

- 5.2.1 Any costs or expenses incurred by the strata corporation, including but not limited to the full cost and expense of repairing any damage to any part of a strata lot or common property, directly or indirectly caused by or arising from a breach of these bylaws or any rules established under them by an owner or his or her tenants, occupants, employees or visitors will be charged to such owner and such costs and expenses will be added to and become part of the strata fees of that owner for the month next following the date on which the costs or expenses are incurred, but not necessarily paid by the strata corporation and will become due and payable on the date of payment of the next monthly strata fees.

DIVISION 6 ANNUAL AND SPECIAL GENERAL MEETINGS

6.1. Person to Chair Meeting

- 6.1.1 Annual and general meetings must be chaired by the president of the council.
- 6.1.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- 6.1.3 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.

6.2. Participation by Other than Eligible Voters

- 6.2.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 6.2.2 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.
- 6.2.3 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.

6.3. Voting and Quorum

- 6.3.1 If within 10 minutes from the time appointed for an annual or special general meeting, a quorum is not present, the eligible voters, present in person or by proxy at any time during the duration of the meeting, constitute a quorum for the remainder of the meeting. This bylaw 26.1 is an alternative to section 48(3) of the Act and does not apply to a meeting demanded pursuant to section 43 of the Act. Failure to obtain a quorum for a meeting demanded pursuant to section 43 of the Act

terminates, and does not adjourn that meeting.

- 6.3.2 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 6.3.3 At an annual or special general meeting a vote is decided by a majority by way of a show of voting cards, unless an eligible voter requests a precise count.
- 6.3.4 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.
- 6.3.5 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.
- 6.3.6 If there is a tie vote at an annual or specific 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.
- 6.3.7 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.
- 6.3.8 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 owner's strata lot.
- 6.3.9 At the option of the council, annual or special general meetings may be held entirely by electronic means, so long as all participants can communicate with each other. If an annual or special general is held by electronic means, participants are deemed to be present in person.
- 6.3.10 A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as that person and the other participants can communicate with each other. If an annual or special general meeting is held by electronic means with a person, that person is deemed to be present in person for the purposes of the meeting.

6.4. Order of Business

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

meeting is an annual general meeting;

- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a council, if the meeting is an annual general meeting; and
- (n) terminate the meeting.

6.5. Proxies

- 6.5.1 An instrument appointing a proxy shall be in writing signed by the person so appointed, or his or her attorney, and may be either for an annual general or special general meeting.
- 6.5.2 A proxy need not be an owner.
- 6.5.3 Notwithstanding the provisions of these bylaws on appointment of a proxy, where the owner's interest is subject to a registered mortgage and where the mortgage provides that the power of a vote conferred on an owner under the Act may be exercised by the mortgagee, and where the mortgagee has given written notice of its mortgage to the strata corporation, no instrument or proxy shall be necessary to give the mortgagee the power to vote. The mortgagee shall indicate his or her presence at the calling of the roll and he or she, rather than the owner, shall be issued a voting card.

DIVISION 7 VOLUNTARY DISPUTE RESOLUTION

7.1. Voluntary Dispute Resolution

- 7.1.1 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.
- 7.1.2 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.
- 7.1.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 8 COMMON EXPENSES

8.1. Common Expenses

- 8.1.1 “**Common Expenses**” means the total of all expenses incurred or to be incurred by the strata corporation in controlling, managing and administering, operating, repairing, maintaining and replacing the common property, common facilities and other assets of the strata corporation and in discharging all obligations of the strata corporation under the Act and the bylaws of the strata corporation including, without limiting the generality of the foregoing, the costs or repair, maintenance and replacement, premiums on insurance policies, landscaping and gardening costs, snow removal, lighting costs, parking lot cleaning, wages, legal and accounting fees, management

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fees, rental costs, maintenance service and contingency reserve for unusual or extraordinary future expenses whether of a capital nature or not.

- 8.1.2 The owners' contributions to the common expenses of the strata corporation shall be levied in accordance with this bylaw.
- 8.1.3 Unless otherwise determined by the strata corporation, acting reasonably, common expenses shall be allocated as follows:
- (a) expenses attributable to the maintenance, repair or replacement of limited common property shall be borne by the owners of the strata lots entitled to use that limited common property;
 - (b) where expenses are attributable to a certain type of strata lot, such expenses shall be allocated exclusively to the strata lots of that type and shall be borne by each owner of that type of strata lot in the proportion that the relevant owner's strata lot bears to the aggregate unit entitlement of all strata lots of that type. Where expenses are attributable to more than one type of strata lot, such expenses shall be allocated among the applicable types in proportion to the degree to which such expenses are attributable to each type, and among the owners of the strata lots within each type in the proportion that the relevant owner's strata lot bears to the aggregate unit entitlement of all strata lots of that type; and
 - (c) the cost of insurance placed by the strata corporation will be shared by the owners in proportion to their respective unit entitlement.
- 8.1.4 If the cost of insurance for the strata corporation is increased by reason of the business or activities of the owner or occupant of any particular strata lot, the amount of the increase in cost so attributable to the particular strata lot shall be borne solely by the owners of that strata lot and shall be excluded from the amount chargeable to all other owners.
- 8.1.5 At the annual general meeting of the strata corporation, a budget will be prepared for a period commencing on the date of the annual general meeting and ending on the first anniversary of the last day of the month during which the annual general meeting is held. All owners shall, subject to subsection 8.1.3, pay a monthly assessment based on that budget determined in accordance with their unit entitlements.

DIVISION 9 LEGAL PROCEEDINGS

9.1. Small Claims Actions

- 9.1.1 Notwithstanding any provisions of the Act, the strata corporation may proceed under the Small Claims Act (B.C.) against an owner or other person to collect money owing to the strata corporation including, but not limited to, money owing as a fine, without requiring authorization by a resolution passed by a $\frac{3}{4}$ vote.
- 9.1.2 The strata corporation may also recover from an owner by an action for debt in a court of competent jurisdiction money which the strata corporation is required to expend as a result of an act or omission by the owner, or other person, or as a result of an infraction or violation of these bylaws or any rules or regulations established under them.

DIVISION 10 INSURANCE

10.1. Insurance Deductible

- 10.1.1 An owner and all of his or her tenants, occupants or visitors must not do, or omit to do, whether deliberately or negligently, any act which would result in costs being incurred by the strata corporation due to a claim being made on the insurance policy of the strata corporation.

- 10.1.2 In the event that loss or damage occurs that gives rise to a valid claim under the strata corporation's insurance policies, and where such loss or damage arises as a result of any act or omission of an owner, tenant, occupant or visitor, then such owner or tenant, or the owner or tenant who is responsible for the occupant or visitor, shall, as permitted under the Act, be responsible for paying to the strata corporation the reasonable costs of the strata corporation remedying the contravention of this bylaw 10.1.2, being an amount equal to the insurance deductible payable by the strata corporation.
- 10.1.3 An owner must maintain, at its sole expense:
- (a) fire insurance with extended coverage and water damage insurance; and
 - (b) liability insurance against claims for death, personal injury and property damage in or about the strata lot,
 - (c) in such amounts as would be maintained by a reasonably prudent owner of strata lot.

DIVISION 11 PARKING

11.1. Parking

- 11.1.1 Vehicles parked in violation of any bylaws or rules shall be towed at the vehicle owner's risk and expense.
- 11.1.2 All motor vehicles parked or stored in any common parking facilities must be licensed and insured.
- 11.1.3 No owner, tenant or occupant shall park on common property or limited common property, except to the extent such areas are designated as parking areas on the strata plan.

DIVISION 12 RECREATIONAL FACILITIES

12.1. Recreational Facilities

- 12.1.1 All owners, tenants and occupants must comply with the rules governing the use and enjoyment of the recreational facilities as posted or established by the strata corporation from time to time.

DIVISION 13 RENTALS

13.1. Rentals

- 13.1.1 Owners shall notify the strata corporation promptly of any new tenancy or change in tenancy. A Form K must be submitted to the strata corporation within two weeks of any tenancy commencing.
- 13.1.2 A fine of \$50 shall be levied against the strata lot every month until the Form K is received by the strata corporation.
- 13.1.3 An owner must provide a copy of these bylaws to each new tenant.
- 13.1.4 Any fines, chargebacks, user fees, and/or any other money that the strata corporation is entitled to charge to the tenant of a strata lot will be charged to the owner of the same strata lot. The owner of the strata lot will be responsible, at their own discretion, to recover any or all of the charges.

DIVISION 14 SECURITY

- 14.1. Owners, tenants and occupants of strata lots are responsible for anyone that they admit to the building, and
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must maintain the security of the building at all times.

- 14.2. Owners, tenants and occupants of strata lots must ensure that doors to their strata lots are not wedged open, and must not leave any door in the common property open while unattended.
- 14.3. Owners, tenants or occupants of strata lots shall not admit any person who seeks access to the common property, unless they are satisfied that such person wishes to enter the building for legitimate reasons.

DIVISION 15 GENERAL PROVISIONS

15.1. Defined Terms

- 15.1.1 All terms defined in the Act and used in these bylaws will have the meanings given to them in the Act unless otherwise defined in these bylaws or the context requires otherwise.

15.2. Severability

- 15.2.1 If any provision or provisions of these bylaws is found to be illegal or unenforceable, it or they will be considered separate and severable from these bylaws, and the remaining provisions will remain in full force and effect as though such illegal or unenforceable provision or provisions had never been included in these bylaws.

15.3. Overloading Floors

- 15.3.1 An owner, tenant or occupant must not overload the floors of the strata lot, including any allowable mezzanine or second floor space, and in any event, floor loading must not exceed the following loads, evenly distributed:
- (a) for all ground floor areas, 300 pounds per square foot;
 - (b) for all Level 2 areas, 150 pounds per square foot;
 - (c) for all Level 3 underneath mezzanine, 150 pounds per square foot;
 - (d) for all Level 3 lobby and corridor areas, 125 pounds per square foot;
 - (e) for all Level 3 main storage – drive aisle, 250 pounds per square foot;
 - (f) for all mezzanine, 50 pounds per square foot.

15.4. Garbage and Recycling Disposal

- 15.4.1 An owner, tenant or occupant of a strata lot may deposit any office related garbage, refuse, recycling and/or organic waste, but not any industrial and/or manufacturing waste or byproducts, in the appropriate containers, bins and receptacles provided by the strata corporation and located in the common property refuse and recycling room.
- 15.4.2 An owner, tenant or occupant must deposit any industrial and/or manufacturing waste or byproducts in the appropriate containers, bins and receptacles and keep such containers, bins and receptacles within the owner's, tenant's or occupant's strata lot.
- 15.4.3 An owner, tenant or occupant must not place within any area of the common property including limited common property, their own garbage, refuse, recycling and organic waste containers, bins or receptacle or any garbage, refuse, recycling, organic waste or byproduct materials whether office, industrial and/or manufacturing in nature.
- 15.4.4 An owner, tenant or occupant must not place any paint, solvents, cleaners, gypsum or other similar hazardous or dangerous materials in the containers or on the common property including limited common property, but must dispose of those items in accordance with applicable laws.

15.5. Smoking Prohibitions

- 15.5.1 An owner, tenant or occupant must at all times abide by the Tobacco and Vapour Products Control Act (BC) and the Cannabis Control and Licensing Act (BC) and any amendments thereto or

replacements thereof, and in particular, an owner, tenant or occupant, and its owners, officers, directors, managers, employees, agents, or invitees, must not smoke tobacco or tobacco-like products or hold lit tobacco or tobacco-like products within three (3) metres of any doorway, window or air intake of any buildings on the Lands.

15.6. Deliveries / Elevator Loading / Elevator Use

- 15.6.1 All deliveries to Strata Lots will be subject to compliance with the rules established by the strata corporation in respect thereof from time to time.
- 15.6.2 Moving, delivery, and/or receiving of items without limitation, material, furniture, merchandise, and/or goods that may result in holding open any elevator door must be scheduled with the strata corporation and its agent by providing seventy two (72) business hours' notice in advanced to schedule, pick up, and sign out elevator keys. Said keys must be promptly returned to the strata corporation and its agent by the end of the delivery date or first thing in the morning at 8:30am of the next business day.
- 15.6.3 The strata corporation and its agent may hire a third party company to hang elevator pads and inspect common property for damages on the day of the moving, delivery, and/or receiving. Any cost incurred by the strata corporation and its agent will be charged back to the owner and/or tenant relating to the move, delivery, and/or receiving.
- 15.6.4 In no event will an owner, tenant or occupant, or any guest, employee, agent or invitee of the owner or his or her tenant or an occupant of a Strata Lot, place any load within any Vehicle Elevator in excess of 13,500 lbs, inclusive of vehicles, elevator passengers and any other items.
- 15.6.5 In no event will an owner, tenant or occupant, or any guest, employee, agent or invitee of the owner or his or her tenant or an occupant of a Strata Lot, place any load within any Passenger Elevator in excess of 2,500 lbs, inclusive of elevator passengers and any other items.
- 15.6.6 The Strata Corporation may chargeback any cost for repair and maintenance of the elevator, parts and components of the elevator, hoistway of the elevator, and any other damages that is the responsibility of the Strata Corporation to repair and maintain to the owner and/or tenant due to contravention of bylaws 15.6.2 and/or 15.6.3. If bylaws 15.6.2 and/or 15.6.3 are contravened by an owner and/or tenant of two or more strata lots, the Strata Corporation may chargeback equal portion of the amount to those owners and/or tenants.

15.7. Video Surveillance and Access Control Data

- 15.7.1 Common property areas will be subject to 24 hour per day, seven (7) days per week video surveillance and access control data collected and monitored for the purpose of recording the activities of owners, tenants, occupants and guests for the purpose of obtaining evidence of criminal or otherwise illegal acts and/or infractions of these bylaws and the cause of any damage to property or injury to persons, including verification of identity of persons responsible and potential witnesses.
- 15.7.2 Video surveillance cameras and access control readers may be located, at the following positions:
 - (a) all elevator lobbies;
 - (b) within all elevator cars;
 - (c) building entrance lobbies;
 - (d) common property doors;
 - (e) various points within both buildings common property;
 - (f) common property stairways; and
 - (g) such other locations as determined by the strata corporation from time to time.
- 15.7.3 Notices will be posted in reasonably conspicuous locations within the common property advising of ongoing video surveillance and recording.

- 15.7.4 The access control usage information and video recordings collected may be viewed by strata council members and the strata manager and may be used in a court of law, an arbitration or any other hearing or dispute resolution proceeding (including under these bylaws or the Strata Property Act) without the consent of any person appearing in such recordings, and may be provided to a third party for such purpose provided reasonable precautions are taken to ensure the security thereof
- 15.7.5 The audio/video surveillance recording system and access control system may be updated and/or replaced from time to time and may include a number of cameras and a central recording system which will be kept in a secure locked location and will be password protected for access only by authorized representatives of the strata corporation.
- 15.7.6 Recorded data must be securely destroyed after 21 days unless:
- (a) a copy of the recording is properly demanded pursuant to applicable law;
 - (b) a copy of the recording was provided to a third party, in which case it must be securely retained indefinitely;
 - (c) a request is made by a council member that a specific recording be preserved for consideration by the council at the next council meeting, in which case the recording may be saved for up to 45 days; or
 - (d) the council decides to preserve recordings from a specific incident or series of incidents and that decision, and the period of time for which the recordings will be preserved, is recorded in the minutes of the applicable council meeting.
- 15.7.7 No owner, third party or other person will be entitled to view or receive a copy of any such video recording or access control log, except as contemplated by the bylaws.

DIVISION 16 NOTICES

16.1. Notices

- 16.1.1 Unless otherwise specifically stated in these bylaws, delivery of any notice required to be given under the Act or under these bylaws shall be well and sufficiently given if mailed to the owner at the address of his or her strata lot or if left with him or her or some adult person at that address or any other address provided in writing to the strata corporation.
- 16.1.2 An owner may at any time in writing advise the strata corporation of a change of address at which notice shall be given, and thereafter the address specified shall be deemed to be the address of the owner for the giving of notices.
- 16.1.3 The words “notice” shall include any request, statement or other writing required or permitted to be given by the strata corporation to the owner of the strata lot.

DIVISION 17 HAZARDS

17.1. Plumbing and Electrical Systems

- 17.1.1 Each owner shall endeavour to conserve the plumbing and electrical systems of the building and any damage to any of the systems caused by the wrongful act or the neglect of any owner, tenant, occupant or visitor shall be repaired at the expense of such owner. No owner shall permit a condition to exist within its strata lot which would result in wasting or excessive consumption of domestic water supply and/or steam heat. No owner shall use the plumbing facilities for any purpose other than that for which they were intended.

17.2. Cleanliness

- 17.2.1 Refuse and garbage shall be removed from each strata lot and deposited in the garbage compactor or other garbage disposal facility provided. All garbage bags shall be bagged and tied before being

deposited in the compactor. Any materials other than ordinary retail or office refuse and garbage or material that cannot be disposed of in the garbage compactor shall be removed from the development at the expense of the individual owner. Medical waste shall be disposed safely and in accordance with all applicable laws, regulations, bylaws and guidelines at the individual owner's expense.

- 17.2.2 All recyclable items are to be taken to the recycling bins in the area designated from time to time by the strata corporation.

DIVISION 18 MARKETING ACTIVITIES BY OWNER DEVELOPER

18.1. Display Lot

18.1.1 During the time the owner developer of the strata lots remains the registered owner of any strata lot, the owner developer (or any entity affiliated with the owner developer and/or any of the entities comprising the owner developer) and its or their marketing agents shall have the right to carry out, for such period as the owner developer deems necessary or desirable, marketing and sales activities relating to the development within the common property and any strata lot owned or leased by the owner developer, including, without limitation:

- (a) maintaining and using such strata lots as display units and sales offices, and maintaining other display areas, landscaping, parking areas and signage and permitting public access to the same;
- (b) erecting and placing directional, locational and advertising signage relating to the development on the individual strata lots owned by the owner developer, and in any location on the common property provided the same do not materially interfere with access to or the use of any strata lots owned by the owner-developer;
- (c) encouraging and allowing prospective purchasers of the development to view the strata lots owned by the owner developer, the common property and all common facilities;
- (d) erecting signage relating to the development in any yard area, and on the front of the display units and sales offices, provided that any such signage must be removed by the owner developer at the conclusion of all sales and marketing activities;
- (e) using photographs of the development, including any strata lot or common property, in marketing materials; and
- (f) conducting tours of the development with prospective purchasers in connection with such marketing and sales activities and holding sales and marketing events within the common property.

DIVISION 19 MARKETING ACTIVITIES BY OWNERS

19.1. Sale of Strata Lot

19.1.1 Signage relating to the resale or lease of strata lots by owners other than the owner developer (or any entity affiliated with the owner developer) will be limited to one sign posted on the common property of a size and design, and in a location, approved by the strata corporation.

DIVISION 20 NATURAL GAS USER FEE

20.1. Natural Gas Consumption Fee

20.1.1 An owner of a strata lot will be charged a user fee for their strata lot's natural gas consumption

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calculated in accordance with the strata lot's rate of consumption multiplied by the then current rate of FortisBC and any of its successors' rates for consumption and any applicable taxes and/or fees. Hereinafter called the "Natural Gas Consumption Fee"

- 20.1.2 The Natural Gas Consumption Fee will include any and all charges, fees, and/or costs related to the calculation of the Natural Gas consumption of each strata lot.
- 20.1.3 The Strata Corporation and Strata Council may charge the owner of a strata lot a fine of \$200 and every 7 days for the Contravention of bylaws 20.1.1 and 20.1.2 until the Natural Gas Consumption Fee is paid in full.