

Bylaws



FirstService
RESIDENTIAL

**STRATA PLAN EPS1384
WALL CENTRE FALSE CREEK
EAST TOWERS**

BYLAWS

**STRATA PLAN EPS1384
WALL CENTRE FALSE CREEK EAST TOWERS BYLAWS**

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TABLE OF CONTENTS

DEFINITIONS	1
DIVISION 1 – DUTIES OF RESIDENTS AND VISITORS	1
1. Payment of Strata Fees and Special Levies	1
2. Repair and Maintenance of Property by Owner	2
3. Use of Property	2
4. Pets and animals	6
5. Insurance and Responsibility	6
6. Inform Strata Corporation	9
7. Obtain Approval before Altering a Strata Lot	9
8. Obtain Approval before Altering Common Property	10
9. Permit Entry to Strata Lot	10
10. Restrictions on Commercial Strata Lots	11
DIVISION 2 — POWERS AND DUTIES OF STRATA CORPORATION	12
11. Repair and Maintenance of Property by Strata Corporation	12
DIVISION 3 — COUNCIL	12
12. Council Size	12
13. Council Members' Terms	13
14. Removing Council Member	13
15. Replacing Council Member	13
16. Officers	13
17. Calling Council Meetings	14
18. Quorum of Council	14
19. Council Meetings	14
20. Voting at Council Meetings	15
21. Council to Inform Owners of Minutes	16
22. Delegation of Council's Powers and Duties	16
23. Spending Restrictions	16
24. Limitation on Liability of Council Member	17
DIVISION 4 — ENFORCEMENT OF BYLAWS AND RULES	17
25. Maximum Fine	17
26. Continuing Contravention	18
27. Bylaw and rule enforcement costs	18
28. Small Claims Actions	18
DIVISION 5 — ANNUAL AND SPECIAL GENERAL MEETINGS	18
29. Quorum for general meeting	18
30. Person to Chair Meeting	18
31. Participation by Other than Eligible Voters	19

32.	Voting	19
33.	Order of Business	20
DIVISION 6 — VOLUNTARY DISPUTE RESOLUTION		20
34.	Voluntary Dispute Resolution	20
DIVISION 7 - MISCELLANEOUS		21
35.	Parking	21
36.	Bicycle Storage	21
37.	Urban Agricultural Plots	21
38.	Residential Strata Lot Rentals	22
39.	Types of Strata Lots	22
40.	No Short Term Accommodation	22
41.	Security Measures	23

WALL CENTRE FALSE CREEK EAST TOWERS
Strata Plan EPS 1384

DEFINITIONS

Unless otherwise stated, all terms have the meanings prescribed in the *Strata Property Act*, S.B.C. 1998, c. 43 (the “**Act**”). For the purposes of these bylaws:

- (a) “**ASP Agreement**” refers to the agreement entitled “Easements & Section 219 Covenants” filed in the Land Title Office under registration no. CA3135100 to CA3135113;
- (b) “**Commercial Strata Lots**” refers to Strata Lots 260 through 263 inclusive, and “**Commercial Strata Lot**” has a corresponding meaning;
- (c) “**common property**” includes, but is not limited to, limited common property, unless specifically stated to be otherwise in these bylaws;
- (d) “**SPA Regulations**” means the *Strata Property Regulation*;
- (e) “**Residential Strata Lots**” refers to Strata Lots 1 through 259 inclusive, and “**Residential Strata Lot**” has a corresponding meaning;
- (f) “**residents**” means collectively, owners, tenants and occupants and “**a resident**” means collectively, an owner, a tenant and an occupant;
- (g) “**rules**” refers to the rules of the strata corporation adopted in accordance with the Act from time to time;
- (h) “**strata insurance**” means the insurance coverage obtained and maintained by the strata corporation pursuant to the Act and these bylaws.

The Schedule of Standard Bylaws to the Act does not apply to the strata corporation.

DIVISION 1 – DUTIES OF RESIDENTS AND VISITORS

1. Payment of Strata Fees and Special Levies

- 1.(1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 1.(2) Where an owner fails to pay strata fees in accordance with bylaw 1.(1), outstanding strata fees may be subject to:
 - (a) an interest charge of 10% per annum, compounded annually, commencing on the due date; and
 - (b) a fine of \$50.00, which fine may be levied every month or part that thereof the applicable strata fees remain in arrears.

- 1.(3) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 1.(4) Where an owner fails to pay a special levy in accordance with bylaw 1.(3), the outstanding special levy contributions may be subject to:
 - (c) an interest charge of 10% per annum, compounded annually; and
 - (d) a fine of \$50.00, which fine may be levied every month or part that thereof the applicable special levy remains in arrears.

2. Repair and Maintenance of Property by Owner

- 2.(1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- 2.(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.
- 2.(3) Despite bylaw **Error! Reference source not found.** and without limiting bylaw 2.(2), an owner who has the use of a balcony, patio or terrace that is designated as limited common property for the exclusive use of their strata lot is responsible for all regular maintenance of such balcony, patio or terrace (including the cleaning of the surface of the balcony, patio or terrace and associated railings, as well as the removal of debris from any associated drains).
- 2.(4) In addition to and without limiting bylaws 2.(1), 2.(2) and 2.(3), an owner must:
 - (a) repair and maintain anything located within the owner's strata lot or limited common property designated for the exclusive use of the owner's strata lot, except for common property or anything that is otherwise the responsibility of the strata corporation to repair and maintain under these bylaws; and
 - (b) not allow a strata lot or limited common property designated for the exclusive use of the owner's strata lot to become unsanitary or untidy.

3. Use of Property

- 3.(1) A resident or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person;
 - (b) causes unreasonable noise;
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
 - (d) is illegal or otherwise contrary to any applicable laws (including the provisions, rules, regulations or ordinances of any statute, whether federal or provincial, or any municipal by-laws);

- (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;
- (f) be injurious to the reputation of the building.

3.(2) A resident or visitor must not:

- (a) 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;
- (b) alter, supplement or remove the window coverings originally installed in the strata lot except, if necessary due to damage or wear, to replace them with substantially similar window coverings in the same colour and style; or hang or place any signs or other objects which will adversely affect the consistency of the exterior appearance of the building;
- (c) move or permit to be moved furniture or furnishings in or out of the building except in accordance with the rules;
- (d) under no circumstances, use, or permit to be used, the lobby of the building for moving of furniture or furnishings, except during the hours, and on such conditions and subject to such move-in fees as set out in the rules from time to time;
- (e) use or allow to be used any barbecues or similar cooking devices (other than natural gas, propane or electric barbecues which are permitted on balconies, patios or terraces) in or about any strata lot, any limited common property (including any balconies, patios or terraces) or the common property, except in areas, if any, so designated by the council;
- (f) erect, place, keep or display signs, billboards, advertising matter or notice or display of any kind on the common property, limited common property or in a strata lot in any manner which may be visible from the outside of the strata lot (other than "for sale" signs which may be placed in that area of the common property designated for that purpose from time to time by the council) with the exception of the Commercial Strata Lots, which in respect of signage shall be restricted as follows:
 - (i) all signage must comply with any and all City of Vancouver Bylaws in respect of signage; and
 - (ii) an owner may only install permanent signage to be attached to the awning and/or canopy that was installed by the original developer at the front of Commercial Strata Lots with the size, color and with material as initially specified by the original developer and will not permit signage within or adjacent to any of the strata lots which consist of lighted signs which blink on and off or consists of lighted signs which use a strobe light effect;
- (g) throw out material, especially burning material such as cigarettes or matches or permit material to fall out of any window, door, balcony, terrace, stairwell, passage or other part of the strata lots or common property;

- (h) store any perishable or hazardous material or items that may deteriorate or attract pests in the locker area;
 - (i) use or ride, or permit others to use or ride, as the case may be, rollerblades, inline skates, skateboards, bicycles, scooters or similar items anywhere on common property, limited common property or in a strata lot;
 - (j) store a bicycle anywhere within boundaries of Strata Plan EPS1384 other than designated bicycle storage areas located within Strata Plan EPS 1197 that the strata corporation is entitled to use pursuant to the ASP Agreement. Bicycles are not permitted at any time inside the common areas, including elevators, except in the parking garage to access the bicycle storage rooms.
- 3.(3) A resident or visitor must not permanently or temporarily place, erect or install anything on limited common property, common property or land that is a common asset except as permitted by these bylaws or the rules of the strata corporation adopted from time to time. Despite the foregoing, a resident may place the following items on a balcony, patio or terrace that has been designated as limited common property for the exclusive use of the resident's strata lot:
- (a) a reasonable amount of free-standing, self-contained planter boxes or containers;
 - (b) summer furniture and accessories, including, not exhaustively, a patio table, patio chairs, patio couch, patio chaise lounge chair(s), deck box and storage bench no more than 60 cm in height. For clarity, summer furniture and accessories does not include a pergola, gazebo, hot tub (including inflatable hot tubs), arbor, shed or canopy.
- Any permitted items kept on an open balcony, patio or terrace must be in keeping with the balance of the development in terms of design, quality, proportion and colour, as determined by the council, and must be maintained in good and tidy condition on an ongoing basis.
- For certainty, a resident or visitor must not:
- (c) place on the balcony, patio or terrace of the strata lot bicycles, motorcycles, boxes, machinery, equipment, or in any way use such balcony, patio or terrace as a storage area;
 - (d) hang or drape on the balcony, patio or terrace of the strata lot laundry, clothing, rugs, towels, curtains or wall hangings; or
 - (e) enclose (partially or fully), modify or add to the balcony, patio or terrace of the strata lot, and without limitation, not to install or place plastic, glass or other material on the balcony, patio or terrace to block wind or sun or for any other purpose.
- 3.(4) A resident or visitor must not change, alter or amend the plantings a landscaped area and/or planter designated as limited common property without the prior written consent of the council.

- 3.(5) Without limiting the generality of bylaw 3(1), a resident or visitor must not engage in any activity which creates or is likely to create any obnoxious or offensive odours and excess of noise which could, in the reasonable, opinion of the council interferes with the use and enjoyment of another strata lot.
- 3.(6) A resident or visitor must not smoke, vape, or burn substances with strong odours anywhere within the boundaries of Strata Plan EPS1384t. Without limiting the generality of the foregoing, smoking, vaping and burning substances with strong odours is not permitted in any:
- (a) In any common property areas, indoor or outdoor, including but not limited to the parking garage, garbage rooms, 6th floor courtyards, elevators, lobbies, storage locker rooms, bicycle locker rooms, recreation areas, amenity rooms, gym, stairwells, all common hallways, exterior loading area, benches and landscaped areas;
 - (b) In any limited common property including but not limited to balconies, patios and terraces;
 - (c) within a strata lot.

For the purposes of this bylaw 3.(6), the following definitions apply:

- (i) **"smoke"** or **"smoking"** includes inhaling, exhaling, burning or carrying a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other plants or substances;
 - (ii) **"vape"** or **"vaping"** includes inhaling, exhaling, vaporizing or carrying or using an activated e-cigarette.
- 3.(7) A strata lot (residential and/or commercial), the common property and/or limited common property must not be used, occupied or modified for the purpose of the growing, producing, harvesting, marketing, selling or distribution of cannabis (also known as marijuana) and/or any cannabinoids. Storage within a strata lot, common property and/or limited common property or transport through common property of cannabis/marijuana or any cannabinoids is also prohibited, except for quantities less than or equal to limits specified (if any) for legal personal possession of cannabis/marijuana under relevant Canadian or BC legislation.
- 3.(8) A resident or visitor of:
- (a) a Residential Strata Lot must place any ordinary household garbage and refuse only in the residential garbage room (as identified in the ASP Agreement) or such other places as may be designated from time to time by the strata corporation. Any materials other than ordinary household refuse and garbage, must be disposed either by or at the expense of the applicable resident or visitor;
 - (b) a Commercial Strata Lot must place and, for certainty, must not temporarily place any garbage or refuse only in the ASP 2 commercial garage area (as identified in the ASP Agreement) or such other places as may be designated from time to time by the strata corporation.

4. Pets and animals

[NOTE TO READER: The pet restrictions set out in bylaw 4.(2) were first included in the Form Y bylaws filed by the owner developer under registration no. CA3192603 on June 21, 2013. These bylaws have not been repealed or replaced since then and are amended only for the purposes of these bylaws.]

- 4.(1) A resident or visitor must not keep any pets or other animals on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.
- 4.(2) The keeping of pets in a strata lot is restricted to the following:
 - (a) a reasonable number (as determined by the council from time to time) of fish or other small aquarium animals;
 - (b) up to 2 caged birds; or
 - (c) one dog OR two cats OR one dog and one cat;
- 4.(3) A pet owner must:
 - (a) not allow or permit their pet's waste to remain on the common property and limited common property; and
 - (b) take all reasonable measures to control and be responsible for any approved pets in or about the strata lot, common property and limited common property.

It will be the responsibility of the owner of the applicable strata lot to pay for the cost of repair or clean up of any common property or common asset which is damaged, destroyed or soiled by a pet that is kept in or visits the owner's strata lot.

- 4.(4) A resident or visitor must not allow pets in any common property other than the hallways, elevators and parking lot that lead to and from their strata lot to a building exit and only for the purpose of entering or exiting the building.

5. Insurance and Responsibility

- 5.(1) Insuring against major perils
 - (a) The strata corporation must insure against major perils, as set out in section 9.1(2) of the SPA Regulations, including, without limitation, earthquakes.
- 5.(2) Resident insurance
 - (a) A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance.
- 5.(3) Responsibility of Owners
 - (a) Without limiting the generality of bylaw 5.(2), an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance for which the owner is responsible.

- (b) If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy.
- (c) For clarity and without limiting the meaning of the word “responsible”, an owner is deemed to be responsible, under bylaw 5.(3)(a), where any of the following applies:
 - (i) the owner is responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, as the word “**responsible**” has been interpreted in the courts or a tribunal in connection with section 158(2) of the Act; or
 - (ii) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of anything done by the owner, and/or any tenants, occupants, and visitors of or to the owner’s strata lot (including for certainty family members, employees, agents, contractors, guests or invitees) or arises from anything brought on to or left in or on common property by owner, and/or by any tenants, occupants, and visitors of or to the owner’s strata lot (including for certainty family members, employees, agents, contractors, guests or invitees); or
 - (iii) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of any act, omission, negligence or carelessness of the owner, and/or any tenants, occupants, and visitors of or to the owner’s strata lot (including for certainty family members, employees, agents, contractors, guests or invitees); or
 - (iv) any loss or damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner’s strata lot or limited common property designated for the exclusive use of such owner’s strata lot, including, but not limited to, anything arising from any of the following:
 - (A) dishwasher;
 - (B) refrigerator with ice/water dispensing capabilities;
 - (C) garburator;
 - (D) washing machine;
 - (E) toilets, sinks, bathtubs;

- (F) dedicated plumbing related pipes and fixtures, that solely service a strata lot;
 - (G) fireplaces;
 - (H) exhaust fans and humidifiers/dehumidifiers;
 - (I) anything introduced into the strata lot by a resident or visitor;
 - (J) any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
 - (K) any pets residing in or visiting at the owner's strata lot;
 - (L) any person residing in or visiting at the owner's strata lot; and
 - (M) barbecues.
- (d) For the purposes of these bylaws, an expense not covered by the strata insurance proceeds received by the strata corporation includes:
- (i) the costs of investigating the cause of any loss or damage, where the owner is responsible;
 - (ii) the costs of repairing the cause of any loss or damage, where the owner is responsible;
 - (iii) legal costs, on a full indemnity basis, incurred in relation to defending any claim against the strata corporation by the owner, and/or prosecuting any claim made against the owner;
 - (iv) any insurance deductible paid or payable by the strata corporation; and
 - (v) the costs to repair the loss or damage, where no strata insurance policy operates or where the council decides not to make a claim on any strata insurance policy because no strata insurance policy would operate or because making a claim is not in the best interests of the strata corporation, as determined by the council acting reasonably. Where an insurance claim is not made because it would not be in the best interests of the strata corporation, the owner's liability under this bylaw 5.(3)(c)(v) is limited to an amount equal to the insurance deductible that would have been paid or payable by the strata corporation had an insurance claim been made and accepted by the insurer.

An expense not covered by the strata insurance proceeds received by the strata corporation will be charged to the owner. For certainty, nothing in this bylaw 5.(3) requires the strata corporation to make a claim on any strata insurance policy in order to charge an amount to the owner in accordance with bylaws 5.(3)(a), 5.(3)(b), and/or 5.(3)(c).

5.(4) No impact on insurance

A resident or visitor must not do, or omit to do, whether deliberately, accidentally or inadvertently, anything which may adversely affect the strata insurance, including, not exhaustively, anything which may:

- (a) increase the rate of any premium applicable to or any deductible under the strata insurance;
- (b) result in the cancellation or voiding of any policy of strata insurance; or
- (c) result in the loss of any insurance coverage that the strata corporation would ordinarily obtain.

6. Inform Strata Corporation

- 6.(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.
- 6.(2) On request by the strata corporation, a resident or visitor must inform the strata corporation of their name.

7. Obtain Approval before Altering a Strata Lot

- 7.(1) An owner 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 or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act;
 - (h) flooring. Without limiting the generality of the foregoing, an owner wishing to replace the flooring in any part of the owner's strata lot must obtain the prior approval of the strata corporation, which approval will be contingent on the proposed installation having been acoustically engineered to minimize any potential noise nuisance. All owners are responsible for minimizing noise transference from their strata lot. Approval will be contingent on the proposed installation having been acoustically engineered to minimize any potential noise nuisance. To be installed, flooring must have a minimum Field Impact Insulation Class rating FIIC ASTM 62.

- 7.(2) The strata corporation must not unreasonably withhold its approval under bylaw 7.(1), but may require as a condition of its approval that the owner agrees, in writing, to take responsibility for any expenses relating to the alteration. Despite, and without limiting the strata corporation's right to withhold its approval for alterations to the strata lot or the common property or impose conditions on any approval, an owner wishing to conduct structural alterations or renovations to a strata lot must provide to the strata corporation, in connection with its application for approval, an engineering report which satisfies the strata corporation that any drilling into a concrete slab will not impair the structural integrity of the slab, and that no work will interfere with embedded cables, power or mechanical systems.

8. Obtain Approval before Altering Common Property

- 8.(1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- 8.(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.

9. Permit Entry to Strata Lot

- 9.(1) A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property:
- (a) in an emergency, without notice, to prevent property damage to the common property or another strata lot or those portions of a strata lot that are the responsibility of the strata corporation under these bylaws; and
 - (b) at a reasonable time, on a minimum of twenty-four (24) hours written notice:
 - (i) to inspect, maintain, or repair common property or common assets; or
 - (ii) to ensure the Act, and these bylaws and any applicable rules are being complied with.
- 9.(2) The notice referred to in bylaw 9.(1)(b) must include the date, the approximate time of entry and the reason for the entry.
- 9.(3) If access to a strata lot is not provided in accordance with bylaw 9.(1)(b), the owner may be responsible for:
- (a) all costs of forced entry incurred by the strata corporation if the strata corporation, having made reasonable efforts is unable to contact the owner of the strata lot, requires access to the strata lot due to an emergency;
 - (b) all costs incurred by the strata corporation in respect of contractors who must re-attend at the building to access the strata lot.

10. Restrictions on Commercial Strata Lots

- 10.(1) Without limiting the generality of bylaw 3.(1)(d), a resident of a Commercial Strata Lot is subject to all restrictions that may be imposed upon such Commercial Strata Lots by the City of Vancouver bylaws from time to time.
- 10.(2) A Commercial Strata Lot must not be used in connection with any of the following:
 - (a) a health enhancement centre;
 - (b) any dating service;
 - (c) entertainment services;
 - (d) an exotic dancer business;
 - (e) a social escort service or similar business;
 - (f) a booking agency or facility providing liquor delivery or physic/fortune telling services; or
 - (g) a consulate, embassy, high commission or other office of a foreign government.
- 10.(3) If a Commercial Strata Lot is being used for office uses, the number of people working within that Commercial Strata Lot at any time (including the owner and any relatives of the owner) must not exceed one (1) person for every 200 square feet of area of the Commercial Strata Lots.
- 10.(4) Before carrying on any business within a Commercial Strata Lot, an owner or tenant must first obtain all necessary permits from the City of Vancouver for any improvements to be made to the interior of such strata lot, and comply with all requirements of any building permits, obtain any and all business licenses or permits necessary to carry on the businesses permitted by the City of Vancouver and as restricted by these bylaws. For certainty, bylaw 7 and 8, as applicable, apply to any alterations being made in connection with a Commercial Strata Lot and the applicable owner must apply to the strata corporation for any approvals required under those bylaws.
- 10.(5) Any improvements to a Commercial Strata Lot must not puncture or alter in any way an exterior wall, membrane or roof of the development, including specifically (but not limited to) for the purpose of providing venting for that Commercial Strata Lot.
- 10.(6) A resident of Commercial Strata Lot must not engage in the sale or display of merchandise on common property, including for certainty the common property sidewalk area adjacent to the Commercial Strata Lots
- 10.(7) Operations in a Commercial Strata Lot must not start prior to 5:30 a.m. each day and must cease by no later than 11:00 p.m. each day.

DIVISION 2 — POWERS AND DUTIES OF STRATA CORPORATION

11. Repair and Maintenance of Property by Strata Corporation

11.(1) The strata corporation must repair and maintain all of the following:

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

DIVISION 3 — COUNCIL

12. Council Size

12.(1) The council must have at least 3 and not more than 7 members.

13. Council Members' Terms

- 13.(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.
- 13.(2) A person whose term as council member is ending is eligible for re-election.
- 13.(3) No person may be elected to council or continue to be on council if the strata corporation is entitled to register a lien under the Act against a strata lot in which that person has an interest.

14. Removing Council Member

- 14.(1) The strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed.
- 14.(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.

15. Replacing Council Member

- 15.(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.
- 15.(2) A replacement council member may be appointed from any person eligible to sit on the council.
- 15.(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.
- 15.(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.

16. Officers

- 16.(1) At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- 16.(2) A person may hold more than one office at a time, other than the offices of president and vice president.
- 16.(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.

- 16.(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.

17. Calling Council Meetings

- 17.(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.
- 17.(2) The notice referred to in bylaw 17.(1) does not have to be in writing.
- 17.(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.
 - (c) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

18. Quorum of Council

- 18.(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.
- 18.(2) Council members must be present in person at the council meeting to be counted in establishing quorum.

19. Council Meetings

- 19.(1) The council may:
- (a) provide for attendance at a council meeting by telephone or any other electronic method if the method permits all persons participating in the meeting to communicate with each other during the meeting. For certainty, the council may call an exclusively electronic council meeting, hold a council meeting exclusively by telephone or any other electronic method, and is not required to provide for in-person attendance at an electronic meeting of the council, provided the electronic

method permits all persons participating in the meeting to communicate with each other during the meeting; or

- (b) conduct a council meeting via by electronic mail (email) where the following criteria are met:
 - (i) a decision of the council is required before the next scheduled council meeting;
 - (ii) except where sections 32 and/or 136(1) of the Act apply, all council members must be included in all email exchanged between council members regarding the requested decision;
 - (iii) except in the event of an emergency to prevent or minimize physical loss or damage or injury, or where responses are received in a shorter period, council members must have no less than 48 hours to respond to the request for a decision in order to discuss and vote on the requested decision;
 - (iv) any decision must be approved by a majority vote of the total number of council members at the time of the decision; and
 - (v) any decisions made by the council by email meeting must be reflected in the minutes issued with respect to that email meeting.

19.(2) Where a council meeting is conducted via email in accordance with bylaw 19.(1)(b):

- (a) bylaw 19.(3) does not apply (i.e. no persons are entitled to attend the email council meeting as observers); and
- (b) the request for a decision to be made by email meeting constitutes notice for the purposes of bylaw 17.

19.(3) If a council meeting is held by electronic means, council members are deemed to be present in person.

19.(4) Owners may attend council meetings as observers.

19.(5) Despite bylaw 19.(4), 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) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

20. Voting at Council Meetings

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

20.(2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

20.(3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

21. Council to Inform Owners of Minutes

21.(1) The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

22. Delegation of Council's Powers and Duties

22.(1) Subject to bylaws 22.(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.

22.(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 bylaw 22.(3).

22.(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.

22.(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.

23. Spending Restrictions

23.(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.

23.(2) Despite bylaw 23.(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.

23.(3) Notwithstanding Section 98(2) of the Act, the maximum expenditure which may be made pursuant to Section 98 of the Act is \$3,000.

24. Limitation on Liability of Council Member

- 24.(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.
- 24.(2) Bylaw 24.(1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.
- 24.(3) In addition to bylaw 24.(1), the strata corporation will reasonably indemnify and save harmless a council member, whether or not they continue to act in such capacity or hold the position of a council member, from and against any liability arising, and all costs, charges and expenses actually and reasonably sustained or incurred, from the exercise of their powers and performance of their duties as a council member and for expenses for errors and omissions made in the exercise of their powers and performance of their duties as a council member, but only to the extent that such liability and such costs, charges and expenses are not covered by operation of any strata insurance policy, provided that the strata corporation is given an accounting of all such costs, charges and expenses actually and reasonably sustained or incurred by a council member and prompt written notice of any action, suit or proceeding against a council member, and an opportunity to participate and to defend the same to the extent the strata corporation is permitted to do so by law. Excluded from this indemnity will be any claim, issue or matter where:
- (a) it is adjudged that a council member did not exercise the powers and perform the duties of the strata corporation acting honestly and in good faith with a view to the best interests of the strata corporation and exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances; or
 - (b) it is adjudged, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, that a council member had no reasonable ground for believing that the council member's conduct was lawful.

In this bylaw 24.(3), "**adjudged**" means adjudged by a court, tribunal or by way of arbitration.

DIVISION 4 — ENFORCEMENT OF BYLAWS AND RULES

25. Maximum Fine

- 25.(1) Unless expressly provided elsewhere in these bylaws, 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.
- 25.(2) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, expenses, interest charges and any other expenses incurred by either 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, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, 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 in respect of such separate component.

26. Continuing Contravention

- 26.(1) The strata corporation may impose a fine on an owner or tenant for a continuing contravention of a bylaw or rule every 7 days.

27. Bylaw and rule enforcement costs

- 27.(1) Any costs, including, not exhaustively, council member or management costs associated with lost time from employment, strata management costs and legal costs on a full indemnity basis, incurred by the strata corporation in enforcing the bylaws or rules of the strata corporation will be the responsibility of and will be recoverable from the person who may be fined for the contravention of a bylaw or rule under section 130 of the Act.

28. Small Claims Actions

- 28.(1) Notwithstanding any provisions of the Act, the strata corporation may proceed under the *Small Claims Act* (British Columbia) against any 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 of the strata corporation.

DIVISION 5 — ANNUAL AND SPECIAL GENERAL MEETINGS

29. Quorum for general meeting

- 29.(1) If within 1/2 hour from the time appointed for an annual or special general meeting, a quorum is not present, the meeting stands adjourned for a 1/2 hour. After the 1/2 hour, the eligible voters present in person or by proxy shall constitute a quorum.

This bylaw 29.(1) is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

30. Person to Chair Meeting

- 30.(1) Annual and special general meetings must be chaired by the president of the council.
- 30.(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.
- 30.(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.

31. Participation by Other than Eligible Voters

- 31.(1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- 31.(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.
- 31.(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.

32. Voting

- 32.(1) Except on matters requiring a unanimous vote or an 80% vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 32.(2) Except where section 49 of the Act applies*, at an annual or special general meeting, voting cards must be issued to eligible voters.
- 32.(3) At an annual or special general meeting a vote is decided on a show of voting cards (or if an electronic meeting, by a method determined by the chair), unless an eligible voter requests a precise count.
- 32.(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.
- 32.(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.
- 32.(6) 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.
- 32.(7) Despite anything in this bylaw 32., an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

* As of the date of approval of these bylaws, section 49 of the Act provides:

Electronic attendance at annual and special general meetings

49 (1) If the requirements of subsection (2) are met, a strata corporation may provide for attendance and voting by telephone or other electronic means at an annual or special general meeting of the strata corporation.

(2) The requirements for the purposes of subsection (1) are as follows:

- (a) the notice given under section 45 must include instructions for attending the meeting by electronic means;
- (b) the electronic means must enable all persons attending the meeting to communicate with each other;
- (c) the electronic means must enable the chair of the meeting to identify whether a person attending by electronic means is an eligible voter.

(3) Despite the bylaws of a strata corporation,

- (a) a voting card is not required to be issued to an eligible voter attending an annual or special general meeting by electronic means, and
- (b) an eligible voter attending an annual or special general meeting by electronic means is not entitled or required to vote by secret ballot.

(4) A person who attends an annual or special general meeting as provided for under subsection (1) is deemed to be present in person at the meeting.

33. Order of Business

33.(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;
- (n) terminate the meeting.

33.(2) Despite bylaw 33.(1), the order of business at an annual or special general meeting may be amended by a majority vote resolution passed at the same meeting.

DIVISION 6 — VOLUNTARY DISPUTE RESOLUTION

34. Voluntary Dispute Resolution

34.(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.

34.(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.
- 34.(3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

DIVISION 7 - MISCELLANEOUS

35. Parking

- 35.(1) Each owner of the Residential Strata Lots who is entitled to the exclusive use of one or more of the parking stalls located in the parking facility will use such stalls pursuant to a partial assignment of the parking area lease (the “**Parking Area Lease**”). Pursuant to the Parking Area Lease, upon the registration of the strata plan for the strata development, the strata corporation will automatically assume all of the covenants and obligations of the tenant under the Parking Area Lease with respect to the stalls (as defined in the Parking Area Lease).
- 35.(2) The parking stalls assigned to the Residential Strata Lots in accordance with bylaw 35.(1) shall only be used for parking passenger vehicles owned or leased by persons who are residents of the building or temporary visitors of such residents. An owner shall have the right to lease a parking stall assigned to an owner to other residents of a Residential Strata Lot.
- 35.(3) An owner must not allow oil leaks and exhaust pollution stains from vehicles in any parking stall(s) assigned to the owner and must clean up such leaks and stains from the owner’s parking stall(s). The expense associated with the cleaning and removal of any items stored in parking stalls by the strata corporation will be the sole responsibility of the owner of the strata lot entitled to the use of the parking stall on which the items are found.

36. Bicycle Storage

- 36.(1) All bicycle storage rooms are for the Residential Strata Lots and their respective owners will be entitled to the use of such spaces on a “first come, first serve” basis, or on such other basis as may be established by the council from time to time within the secured parking facility designed for that purpose, free of charge. The council will, subject to the provisions of the *Strata Property Act* (British Columbia), as amended or replaced, be responsible for the orderly administration of the use of bicycle storage space to each owner. Such administration may also include, without limitation, the issuance of keys or security passes and the licensing of the use of any unallocated bicycle storage spaces, including charging users fees as set out in the rules.

37. Urban Agricultural Plots

- 37.(1) All urban agricultural plots are for the Residential Strata Lots and their respective owners will be entitled to the use of such spaces on a “first come, first serve” basis, or on such other basis as may be established by the council from time to time, within the area

designed for that purpose, free of charge. The council will, subject to the provisions of the Act, as amended or replaced, be responsible for the orderly administration of the use of the urban agricultural plots to each owner.

- 37.(2) An owner must only plant and maintain in an assigned plot those plants permitted by the rules.

38. Residential Strata Lot Rentals

- 38.(1) Prior to possession of a Residential Strata Lot by a tenant, a landlord must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
- 38.(2) Within two weeks of renting a Residential Strata Lot, a landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.
- 38.(3) If the strata corporation, in accordance with section 138 of the Act, takes steps in the Residential Tenancy Branch, the Civil Resolution Tribunal and/or the courts to terminate tenancy agreement due to a repeated or continuing contravention of a reasonable and significant bylaw or rule by a tenant of a Residential Strata Lot that seriously interferes with another person's use and enjoyment of another Residential Strata Lot, the common property or the common assets, the owner of the applicable Residential Strata Lot must reimburse the strata corporation for its legal costs, on a full indemnity basis, in connection with any such steps.

39. Types of Strata Lots

- 39.(1) For the purposes of allocating operating fund expenses, there are four (4) types of strata lots in the strata corporation:
- (a) Apartment Strata Lots which are tower Residential Strata Lots;
 - (b) Townhome Strata Lots which are townhome Residential Strata Lots;
 - (c) Commercial Strata Lots;
 - (d) Residential Strata Lots.

Certain of the strata corporation's operating fund expenses benefit one type of strata lot only. Expenses which shall be allocated based on the type of strata lots include, but are not limited to, gas, utilities, interphone/security, elevator maintenance, carpet cleaning, security camera lease which may be supplied only to one type strata lots and not another, and the council may determine which of these expenses are properly allocated, acting reasonably, in preparing any budgets.

40. No Short Term Accommodation

- 40.(1) A Residential Strata Lot must not be used for short-term accommodation purposes, including, but not limited to, a bed-and-breakfast, lodging house, hotel, motel, home

exchange, time share, temporary housing, corporate housing, vacation accommodation or extended vacation accommodation, whether arranged or not:

- (a) through websites such as Airbnb, VRBO, Premiere Executive Suites, Corporate Stays or through companies that advertise this type of accommodation; or
- (b) by other means of advertisement by or on behalf of a resident or visitor.

For the purposes of this bylaw 40, “**short-term accommodation**” refers to stays of less than **6 months**. Without limiting the generality of the foregoing, a resident or visitor must not enter into a license for the use of all or part of a Residential Strata Lot for accommodation purposes for a period of less than **6 months**. Any breach of this bylaw 40 is subject to a fine of up to \$1,000 per day.

41. Security Measures

- 41.(1) The strata corporation has installed closed circuit television and video surveillance in those common areas of the strata plan identified in the rules of the strata corporation for the purpose of collecting data from such systems. The hours of system operation will be determined by the council.
- 41.(2) The strata corporation collects data with respect to the usage of each access fob programmed for use at and within Strata Plan EPS1384.
- 41.(3) The video files and/or security fob usage records will be used by the strata corporation for surveillance and monitoring purposes only, including the following purposes:
 - (a) being alerted to the presence of trespassers within the boundaries of Strata Plan EPS1384;
 - (b) preventing, recording, investigating and obtaining evidence of any theft, vandalism, nuisance, damage to property (which, for certainty, includes the cleaning of property), or injury caused by or to any person within the boundaries of Strata Plan EPS1384; and
 - (c) enforcing those strata corporation bylaws and rules which are not “minor” bylaws. For the purposes of this bylaw, a “minor” bylaw excludes any bylaw or rule that relates to any of the following:
 - (i) the safety and security of the strata plan and its residents and visitors;
 - (ii) the repair, replacement and/or cleaning of property as a result of the act or omission of a resident or visitor;
 - (iii) the removal of items left in or on common property in contravention of the bylaws or the rules where such removal results in any expenses being incurred by the strata corporation.
- 41.(4) The video files and/or security fob usage records will stored by on or behalf of the strata corporation via its security contractor for a period of up to twelve (12) month(s) from the

date of recording, which period may be extended for those files required for law enforcement and/or bylaw or rule enforcement purposes.

- 41.(5) The personal information of residents or visitors will only be reviewed or disclosed as follows:
- (a) to law enforcement for the purposes set out in bylaw 41.(3)(a) or (b), or as otherwise required by law;
 - (b) to the council members and/or the strata corporation's security contractor for the purposes set out in bylaws 41.(3)(a), (b) or (c), or as otherwise required by law; or
 - (c) in the event that the surveillance camera footage or fob records include the personal information of a resident or visitor, such personal information of the requesting resident or visitor.
- 41.(6) A resident or visitor must not do anything to damage or interfere with any closed circuit television, video surveillance or access fob equipment.
- 41.(7) The strata corporation makes no representations or guarantees that any of the systems described in this bylaw 41 will be fully operational at all times. The strata corporation is not responsible or liable to any resident or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.