



**STRATA PLAN BCS 879
THE SINCLAIR AT NEWPORT VILLAGE**

BYLAWS

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THE SINCLAIR AT NEWPORT VILLAGE
Strata Plan BCS 879

SCHEDULE OF STANDARD BYLAWS

PREAMBLE

The definitions set out in the *Strata Property Act*, SBC 1998, c. 43, as amended, and the *Strata Property Regulation*, BC Reg. 43/2000, as amended, apply to these bylaws.

PART I – INTERPRETATION AND EFFECT

Section 1 - Force and Effect

- 1.1 These Bylaws bind the Strata Corporation and all owners/residents to the same extent as if the Bylaws had been signed by the Strata Corporation and each owner/resident and contained covenants on the part of the Strata Corporation with each owner/resident and of each owner/resident with every other owner/resident to observe and perform every provision of these Bylaws.
- 1.2 All residents and visitors must comply strictly with these Bylaws and the Rules of the Strata Corporation, as adopted and amended from time to time.

PART II - DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

Section 2 - Payment of strata fees and special levies

- 2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2.2 If an owner fails to pay the strata fees on time, the owner must pay interest on the arrears at the rate of 10% per annum compounded annually and calculated on a monthly basis from the date the payment was due until the date of payment.
- 2.3 A special levy is due and payable on the dates or dates noted in the resolution authorizing the special levy.
- 2.4 If an owner fails to pay outstanding strata fees or special levies on the due date, the strata corporation will levy fines cumulatively as follows:
 - (a) \$50.00 if arrears are paid in the period up to 15 days after the due date;
 - (b) \$100.00 if arrears are paid after more than 15 days, but before 30 days after the due date; and
 - (c) \$100.00 per month payable after the first full month of default.

- 2.5 *To ensure proper collection of arrears, the Strata Corporation will apply one or more of the following measures against the units that owe monies to the Strata Corporation for either lienable or non-lienable charges: denial of access to recreational facilities, deactivation of all but one FOB, and initiation of legal action. The application of this bylaw is authorized for arrears that pertain to, but are not limited to unpaid strata fees, special levies, interest on arrears, NSF charges, security deposits, moving fees, purchase of FOBs and Visitor passes, legal expenses, unpaid insurance deductibles, the cost for remediation of damage and repairs charged back to a unit and fines for violations of the rental bylaws or any other bylaw that infringes upon common safety, security or well-being of the community of residents at The Sinclair. 25*

Section 3 - Repair and maintenance of property by owner

- 3.1 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.
- 3.2 An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
- 3.3 An owner must use all reasonable efforts to conserve the plumbing, electrical and gas systems of the building, and any damage to any of these systems caused by the wrongful act or neglect of a resident or visitor of a strata lot shall be repaired at the expense of the owner of the strata lot.

Section 4 - Use of property

- 4.1 An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
- (a) causes a nuisance or hazard to another person
 - (b) causes unreasonable noise
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot
 - (d) is illegal or otherwise injurious to the reputation of the strata plan development, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- 4.2 An owner, tenant, occupant or visitor must not:
- (a) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof
 - (b) permit a condition to exist within a strata lot which will result in the waste or excessive consumption of the building's gas supply, domestic water supply or heated water

- (c) leave or store any items on common property
- (d) obstruct or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property nor use any passageways or driveways for any purpose other than ingress or egress from the strata lots and parking areas within the common property
- (e) shake rugs, carpets, mops, dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property
- (f) throw refuse or other objects out of any windows or from any balcony or patio of a strata lot
- (g) hang or install drapes visible from the outside of the building; unless the backsides are cream or white in colour
- (h) hang or display laundry, flags, awnings, screens outside or solar film inside windows, balcony guards, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building
- (i) hang or attach air conditioning units to any exterior part of the building and/or alter any windows or doors to accommodate such units
- (j) display, affix or erect fixtures, television or radio antenna, satellite dishes, poles, clotheslines, racks, storage sheds or other similar structures permanently or temporarily on a strata lot, common property, limited common property or land that is a common asset

4.3 Summer furniture and accessories may be placed and utilized on balconies and patio areas, provided they are free-standing and/or self-contained. Planter baskets may not be hung on the outside of balcony railings, nor be placed on the ledge outside the glass. No water is to run off the balcony at any time or for any reason.

4.4 An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy.

In such circumstances, any insurance deductible paid or payable by the strata corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner.

4.5 Unit doors are common property and therefore subject to this Section 4. If a resident chooses to change the locking mechanism on the door in any way, including new hardware, the resident is thereafter responsible for that hardware and locking mechanism.

Should any damage be caused to the door or the door frame through the installation and/or maintenance of the new locking system, the resident will be responsible for the repair or replacement of that door, so that it is restored to its original appearance. This may include instances where the new hardware is poorly installed and therefore detracts from the general appearance of the door.

- 4.6 A resident or visitor must not use or occupy, or permit to be used or occupied, a strata lot, the common property, limited common property or common assets for the purpose of growing, producing, harvesting, marketing, selling or distribution of cannabis.

Section 5 - Pets and animals

- 5.1 Pets are defined as domesticated animals kept for pleasure rather than utility.
- 5.2 No owner, tenant, occupant or visitor may keep a pet on a residential strata lot other than:
- (a) a reasonable number of fish or other small aquarium animals
 - (b) a reasonable number of small caged mammals
 - (c) up to 2 caged birds
 - (d) one dog or one cat
- 5.3 An owner, tenant or occupant must register their dogs with the Strata Corporation upon taking up residence at the Sinclair. Forms to be obtained at the Strata Corporation office on site.
- 5.4 No owner, tenant, occupant or visitor may keep an exotic pet on common property, including limited common property, on land that is a common asset, or on a residential strata lot, including, but not restricted to, the following:
- (a) a snake
 - (b) a lizard
 - (c) a spider
- 5.5 No owner, tenant, occupant or visitor may feed a wild animal, including a bird such as a pigeon or gull, or a rodent, such as a squirrel, while on the common property, including limited common property, a common asset, or from a strata lot.
- 5.6 No owner, resident or visitor may keep a pet that:
- (a) causes a nuisance or hazard to another person
 - (b) causes unreasonable noise
 - (c) interferes with the right of another person to use and enjoy the common property, including limited common property, a common asset, another strata lot, or the other person's personal property

- 5.7 If an owner, tenant, occupant or visitor contravenes this Section 5, the Strata Corporation may in the Council's discretion, and in addition to any fine or other order permitted by the Bylaws, and the Act:
- (a) for a first offence, issue a warning threatening expulsion of the pet from within the boundaries of the strata plan, and
 - (b) for an offence other than a first offence of Bylaw 5.6, order the immediate and permanent, expulsion of the pet from within the boundaries of the strata plan
- 5.8 An owner, tenant, occupant or visitor must ensure that his or her pet is leashed, or otherwise secured, when on the common property or on land that is a common asset.
- 5.9 No owner, tenant, occupant or visitor may permit his or her pet to urinate or defecate on common property or limited common property, including balconies and patios, or a common asset; but if that person's pet does urinate or defecate on common property, limited common property or a common asset, that person must immediately remove, to the extent reasonably possible, all of that pet's waste and dispose of it in a sanitary manner.
- 5.10 A strata lot owner must assume liability for all actions by a pet kept on or visiting a strata lot, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- 5.11 If a pet kept by an owner, resident or visitor, causes damage to:
- (a) a strata lot that belongs to another person
 - (b) limited common property whose exclusive use is enjoyed by another person, or
 - (c) another person's personal property
- then the owner, resident or tenant, as the case may be, is liable to that person for all damage caused by that pet.
- 5.12 No pets are permitted on grass or garden areas.

Section 6 - Inform Strata Corporation

- 6.1 Within two weeks of becoming an owner, an owner must notify the Strata Corporation of the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any.
- 6.2 Within two weeks of renting or leasing a strata lot, including each time a tenancy or lease changes, an owner must provide the Strata Corporation with a copy of Form K – Notice of Tenant's Responsibilities as prescribed by the Act, duly completed and signed by the tenant.
- 6.3 On request, a tenant must inform the Strata Corporation of the tenant's name and the strata lot which the tenant occupies.

Section 7 - Obtain approval before altering a strata lot

- 7.1 An owner must obtain approval from the council for permission to alter a strata lot before commencing any alterations by submitting, in writing, detailed plans and a description of the intended alteration, together with all municipal permits, as may be required.
- 7.2 Without limiting the generality of the foregoing, an owner must obtain the written approval of the Strata Corporation before making or authorizing an alteration to a strata lot that involves any of the following:
- (a) the structure of the building
 - (b) the exterior of a building or the exterior appearance of the building
 - (c) patios, chimneys, stairs, balconies, or other things attached to the exterior of a building
 - (d) doors, windows (including the casings, frames, and sills of such doors or windows) 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; and
 - (h) wiring, plumbing, piping, heating, and other services.
- 7.3 The Strata Corporation must not unreasonably withhold its approval under Bylaw 7, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any and all expenses relating to the alteration to the strata lot and to indemnify and hold harmless the Strata Corporation from any claims, damages and future costs whatsoever arising out of or in any way attributable to the alteration.
- 7.4 An owner who alters a strata lot and any subsequent owner who receives the benefit of such alteration must at all times be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost of expense incurred by the Strata Corporation as a result, directly or indirectly, of the alteration.
- 7.5 Owners are permitted to install new flooring inside their strata lot, subject to approval from the Council pursuant to Bylaw 7, and the signing of an Indemnification Agreement as supplied by the Property Manager. The following conditions apply:
- (a) On the installation of carpet or hard flooring (laminated, hardwood, cork, etc.), an underlay must be installed meeting the following specifications:
 - (i) Sound Transfer Classification (STC) of 72 or better
 - (ii) Impact Insulation Transfer Classification (IITC) of 73 or better

- (b) On the installation of a tile floor, the underlay must be an anti-fracture membrane.
- (c) The existing flooring is to be removed in a fashion which does not soil the common areas and is not to be dumped in the Strata Corporation refuse containers. It must be removed from the site by the owner and/or contractor.
- (d) The work must be done in such a way as to not affect the quiet enjoyment of adjacent residents.
- (e) All work is done at the Owner's risk and expense.
- (f) Any damage to the strata unit as the result of the installation, and the costs of any resulting repairs to the unit, remain the responsibility of the Owner.
- (g) If an owner has installed hard floor surfaces, they must take reasonable steps to satisfy noise complaints from neighbors, including, without limitation, ensuring no less than 60% of such floor surface - excluding kitchens, bathrooms and entry areas - are covered with area rugs.

Section 8 - Obtain approval before altering common property

- 8.1 An owner must obtain the written approval of the Strata Corporation before making or authorizing an alteration to common property, including limited common property and common assets.
- 8.2 An owner, as part of its application to the Strata Corporation for permission to alter common property, limited common property or common assets, must:
- (a) submit, in writing, detailed plans and a description of the intended alteration; and
 - (b) obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the Council.
- 8.3 The Strata Corporation may require, as a condition of its approval under Bylaw 8.1 that the owner agree, in writing, to certain terms and conditions, including, but not limited to, any or more of the following:
- (a) that alterations be done in accordance with the design or plans approved by Council;
 - (b) that the standard of work and materials be not less than that of the existing structures; and
 - (c) that all work and materials necessary for the alteration be at the sole expense of the owner.
- 8.4 Unless otherwise advised in writing by Council, an owner who alters common property, limited common property or common assets, whether before or after the passing of these Bylaws, and any subsequent owner who receives the benefit of such alteration must:

- (a) at all times be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost or expense incurred by the Strata Corporation as a result, directly or indirectly, of the alteration; and
 - (b) indemnify and hold harmless the Strata Corporation, its Council members, employees and agents from any and all claims and demands whatsoever arising, during the time the owner was an owner, out of or in any manner attributable to the alteration.
- 8.5 An owner who alters common property, limited common property or common assets without adhering strictly to these Bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration; and, if the owner refuses or neglects to restore the alteration to its original condition, the Strata Corporation may conduct the restoration, at the expense of the owner.
- 8.6 Any costs or expenses incurred (but not necessarily paid) by the Strata Corporation as the result of an alteration by an owner to the common property including limited common property as a result of a restoration performed by the Strata Corporation in accordance with Bylaw 8.5, shall be charged to the owner, as set out in Bylaw 2, on the due date of the next monthly strata fees.

Section 9 - Renovations and alterations

- 9.1 An owner undertaking an alteration to a strata lot or common property, limited common property or a common asset must give the strata council or authorized agent of the strata corporation two working days prior notice of the scheduled arrival of tradespersons or delivery of materials.
- 9.2 A resident must not permit any construction debris, materials or packaging to be deposited in the Strata Corporation's disposal containers.
- 9.3 An owner must ensure that the delivery of any construction materials is through the parking lot and not the main lobby and, if moved by way of the elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings.
- 9.4 If requested by Council, an owner/resident undertaking or overseeing an alteration to a strata lot or common property, limited common property or a common asset must ensure that:
- (a) drop cloths are installed and removed daily between the elevators and the owner's strata lot as well as between other doors to protect common areas from any spillage or dripping; and
 - (b) stairs, lobbies, corridors, paths and parking areas are, at a minimum, returned to their original state of cleanliness and tidiness each day that work takes place.
- 9.5 Hours of work for any alteration are restricted to 8:00 a.m. to 5 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m. on weekends and statutory holidays.

- 9.6 An owner must be in attendance for all significant alterations, the determination of significant being within the sole discretion of Council.
- 9.7 All tradespersons contracted by an owner to carry out an alteration to a strata lot or common property, limited common property or a common asset must be properly licensed, WCB insured, and bonded; and it is the sole responsibility of the owner to ensure that any and all required permits and licenses have been obtained prior to the commencement of any work.
- 9.8 Any costs or expenses incurred (but not necessarily paid) by the Strata Corporation as the result of an alteration by an owner to common property, limited common property or common assets, and any fine levied pursuant to Bylaw 9, shall be charged to the owner and become due and payable pursuant to Bylaw 2 on the due date of the next monthly strata fees.

Section 10 - Permit entry to strata lot

- 10.1 A resident or visitor must allow a person authorized by the Strata Corporation to enter a strata lot or limited common property:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
 - (b) at a reasonable time, on 48 hours written notice, such notice to include the date, the approximate time of entry, and the reason entry is required:
 - (i) to inspect, repair, renew, replace or maintain common property, limited common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair, replace, renew and maintain under these Bylaws or the Act or to insure under Section 149 of the Act; or
 - (ii) to ensure a resident's compliance with the Act, Bylaws and Rules.
- 10.2 If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs if the emergency is deemed the responsibility of the owner.

PART III – POWERS AND DUTIES OF STRATA CORPORATION

Section 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, with the duty to repair and maintain being 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 the building
 - (B) the exterior of the building
 - (C) patios, chimneys, stairs, balconies and other things attached to the exterior of the building
 - (D) doors and windows, including the casings, frames and sills of such doors and windows, on the exterior of the building or that front on common property
 - (E) fences, railings and similar structures that enclose patios and balconies
- (d) a strata lot, with the duty to repair and maintain being restricted to:
 - (i) the structure of the building
 - (ii) the exterior of the building
 - (iii) patios, chimneys, stairs, balconies and other things attached to the exterior of the building
 - (iv) doors and windows, including the casings, frames and sills of such doors and windows, on the exterior of the building or that front on common property
 - (v) fences, railings and similar structures that enclose patios and balconies

11.2 The strata corporation must obtain the approval of the owners by a resolution passed by a 3/4 vote to acquire or dispose of personal property with a market value of more than \$3,000.00.

PART IV – COUNCIL

Section 12 - Council size

12.1 Council must have at least 3 and not more than 7 members.

Section 13 - Council eligibility

13.1 A person may not stand for council or continue to be on council if, at the time, the strata corporation is entitled to file a lien against the strata lot represented by the person.

Section 14 - Council member terms

- 14.1 To sustain continuity of administration, there should always be some councilors who continue from the previous year. To that end, in alternating years, three and four Council members, respectively, will be elected at the Annual General Meeting for a two-year term. If, in a particular year, a Council member whose term does not expire until the following year chooses to resign, a new Council position will be posted for a one-year term.
- 14.2 The terms of those Council members who have fulfilled their elected terms of office, end at the conclusion of the Annual General Meeting. A person whose term as a Council member has thus expired, becomes eligible for re-election at that Annual General Meeting.

Section 15 - Removing Council member

- 15.1 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; but a separate resolution must be passed for each Council member to be removed.
- 15.2 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.

Section 16 - Replacing Council member

- 16.1 If a Council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of Council may appoint a replacement Council member for the remainder of the term.
- 16.2 A replacement Council member appointed pursuant to Bylaw 16.1 may be appointed from any person eligible to sit on the Council.
- 16.3 If all the members of the Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new Council by complying with the provisions of the Act, the regulations and the Bylaws respecting the calling and holding of meetings.

Section 17 - Officers

- 17.1 At the first meeting of Council held after each annual general meeting of the Strata Corporation, Council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- 17.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 17.3 The vice president has the powers and duties of the president:
 - (a) while the president is absent or is unwilling or unable to act,

- (b) if the president is removed, or
- (c) for the remainder of the president's term if the president ceases to hold office

17.4 The Council may vote to remove an officer.

17.5 If an officer other than the president is removed, resigns, 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.

Section 18 - Calling Council meetings

18.1 Any Council member may call a Council meeting by giving the other Council members at least one week notice of the meeting, specifying the reason for calling the meeting.

18.2 The notice referred to in Bylaw 18.1 does not have to be in writing.

18.3 A Council meeting may be held on less than one week 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 have been made.

18.4 Council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Section 19 - Requisition of Council hearing

19.1 By application in writing stating the reasons for the request, an owner or resident may request a hearing at a Council meeting.

19.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under Bylaw 19.1, the Council must hold a meeting to hear the applicant within one (1) month of the request having been received by the strata council or its agent.

19.3 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 date of the hearing.

Section 20 - Quorum of Council

20.1 A quorum of Council is:

- (a) two, if Council consists of 2, 3 or 4 members
- (b) three, if Council consists of 5 or 6 members

(c) four, if Council consists of 7 members

20.2 Council members must be present in person at Council meeting to be counted in establishing quorum.

Section 21 - Council meetings

21.1 The Council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

21.2 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 simultaneously during the meeting. Decisions made by electronic means must be confirmed at the next Council meeting and reflected in the minutes.

21.3 If a council meeting is held by electronic means, Council members are deemed to be present in person. The Rules of quorum apply.

21.4 Owners and spouses of owners may attend council meetings as observers.

21.5 Despite Bylaw 21.4, 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) rental restriction Bylaw exemption hearings under section 144 of the Act

(c) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy

(d) any other matters if the presence of observers would, in Council's opinion be deemed as sensitive issues.

Section 22 - Voting at Council meetings

22.1 At council meetings, decisions must be made by a majority of Council members present in person at the meeting.

22.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

22.3 The results of all votes at a council meeting must be recorded in Council meeting minutes.

Section 23 - Council to inform owners of minutes

23.1 Minutes of council meetings are to be circulated to owners within 2 weeks of the meeting taking place, whether or not they have been approved by Council.

Section 24 - Delegation of Council powers and duties

- 24.1 Subject to Bylaws 24.2, 24.3 and 24.4, 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.
- 24.2 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 24.3.
- 24.3 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.
- 24.4 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 a 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; or
 - (d) whether an owner should be granted an exemption from a rental restriction Bylaw under Section 144 of the Act.
- 24.5 Formation of a committee must be approved by the strata council.

Section 25 - Spending restrictions

- 25.1 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.
- 25.2 Despite Bylaw 25.1, 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.

Section 26 - Limitation on liability of Council member

- 26.1 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.
- 26.2 Bylaw 26.1 does not affect a Council member's liability, as an owner, for a judgment against the member by the Strata Corporation.

- 26.3 All acts done in good faith by the Council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of Council, as valid as if the Council member had been duly appointed or had duly continued in office.

PART V – ENFORCEMENT OF BYLAWS AND RULES

Section 27 - Fines

- 27.1 When a resident is in contravention of any Bylaw or Rule of the Strata Corporation, Council is required to levy fines, and the Property Manager will notify the resident of such contravention, including the following information:
- (a) a complaint of a Bylaw or Rule contravention
 - (b) the possible fine to be levied should it be determined that the breach actually occurred
 - (c) a specific timeframe within which the resident may appeal the complaint, pursuant to Section 27.3 of these Bylaws
 - (d) if there is no response, Council will make a decision based on the evidence it has at that time.
- 27.2 Except where specifically stated otherwise in these Bylaws, the Strata Corporation may fine an owner or tenant:
- (a) up to \$200.00 for each contravention of a Bylaw
 - (b) up to \$50.00 for each contravention of a Rule
 - (c) up to \$500.00 for each contravention of a rental Bylaw
- 27.3 The Bylaw enforcement process is as follows:
- (a) Upon receiving notification of a Bylaw or Rule contravention, as determined in Section 27.1, the resident may seek an appeal by responding, in writing through the Property Manager, within the timeframe specified in the notice. The response may either contain the appeal itself, or request a hearing before Council at its next regularly scheduled council meeting.
 - (b) If no response is received by Council within the timeframe stipulated in the complaint, Council will make a decision based on the evidence gathered, and notify the owner/resident accordingly.
 - (c) If the response contains the appeal, Council will make its determination based on the evidence and any information provided by the owner/resident at its next regularly scheduled council meeting, and notify the owner/resident in writing within two weeks of that decision.

- (d) If the owner/resident chooses to present their case at a regularly scheduled council meeting, Council will make its final determination based on the gathered information and evidence, at that same meeting, after the resident has left. Council will notify the resident of its determination in writing within 2 weeks of the decision.

Section 28 - Continuing contravention

28.1 Except where specifically stated otherwise in these Bylaws, if an activity or lack of activity that constitutes a contravention of a Bylaw or Rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

28.2 Without limiting the generality of this provision, if the Strata Corporation incurs any expense, including legal fees or disbursements,

- (a) to collect a fine, or

- (b) to remedy a contravention of a Bylaw or Rule,

then the expense must be charged to that owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the expense is incurred but not necessarily paid, by the Strata Corporation, and shall become immediately due and payable by the owner to the Strata Corporation on that date.

PART VI – ANNUAL AND SPECIAL GENERAL MEETINGS

Section 29 - Quorum of 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 eligible voters present in person or by proxy, constitute a quorum.

29.2 Bylaw 29.1 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.

Section 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 selected from the Council members present.

Section 31 - Participation by other than eligible voters

31.1 Residents who are not owners may attend annual and special general meetings, whether or not they are eligible to vote, and they may participate in discussion only with the permission of the chair.

- 31.2 Persons who are not eligible to vote 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 must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Section 32 - Voting

- 32.1 Except on matters requiring a unanimous vote, no person may exercise a vote for a strata lot if, at the relevant time, the Strata Corporation is entitled to file a lien against that strata lot, pursuant to Section 116(1) of the Act.
- 32.2 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, 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 section, an election of Council or removal of a Council member must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Section 33 - Electronic attendance at meetings

- 33.1 A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.
- 33.2 If an annual or special general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.
- 33.3 If an annual or special general meeting is held by electronic means with a person, that person is responsible for the specific costs related to the electronic communication.

Section 34 - Order of Business

- 34.1 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 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

PART VII – VOLUNTARY DISPUTE RESOLUTION

Section 35 - Voluntary dispute resolution

- 35.1 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.
- 35.2 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.
- 35.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

PART VIII – SMALL CLAIMS COURT PROCEEDINGS

Section 36 - Authorization to proceed

- 36.1 The Strata Corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover from an owner or other person, by an action in debt in Small Claims Court, money owing to the Strata Corporation, including money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the Bylaws or Rules and to recover money which the Strata Corporation is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, Property Managers, tenants or a member of the owner's family.

PART IX – SIGNAGE AND POSTINGS

Section 37 - Marketing activities by owners and residents

- 37.1 Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the strata corporation for real estate signs.
- 37.2 Open houses will be regulated by the Council.
- 37.3 **REALTORS MUST ESCORT** viewers of suites to and from the sale unit and all areas of the building and common property.
- 37.4 No solicitation by Realtors of owners by flyers or business cards is allowed, it is the responsibility of the owner selling their unit to ensure that this is communicated and is subject to fine.
- 37.5 Lock boxes are not permitted on the Strata Corporation property.
- 37.6 All realtors are to communicate directly with the Property Manager regarding access to the building or for all necessary documents from the Strata Corporation regarding the sale of any units in the building.

Section 38 - Bulletins and notices

- 38.1 Unless previously authorized in writing by the Council, a resident or owner must not erect or display or permit to be erected or displayed any signs (other than as set forth in Bylaw 37.1), fences, billboards, placards, advertising, notices or other such fixtures of any kind on a strata lot, common property or limited common property; and must not paint the exterior of a strata lot, common property or limited common property nor add to it any wood, ironwork, concrete or other materials.

PART X – INSURANCE

Section 39 - Insuring against major perils

- 39.1 The Strata Corporation must insure against major perils, as set out in regulation 9.1(2) to the Act, including, without limitation, earthquakes.
- 39.2 As alterations and upgrades made to strata lots both by current and previous owners are excluded from the Strata Corporation's insurance coverage, strata lot owners are responsible for obtaining "Betterments and Improvements" insurance coverage.

Insurance and indemnity

- 39.3 An owner is deemed to be responsible for any loss of 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 and the loss or damage is not covered and paid by any insurance policy.
- 39.4 An owner is also deemed to be 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, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner's tenants, co-occupants, family members, employees, agents, contractors, guests or invitees and the loss or damage is not covered and paid by any insurance policy.
- 39.5 If any loss or damage deemed to be the responsibility of an owner under bylaw 39.3 and/or 39.4 results in a claim against any insurance policy held by the Strata Corporation, that owner shall save harmless and indemnify, and is strictly liable to reimburse the Strata Corporation for the full amount of any insurance deductible, any portion of insurance coverage declined and/ or any amount by which the loss or damage exceeds the insurance coverage.
- 39.6 If any loss or damage deemed to be the responsibility of an owner under bylaw 39.3 and/or 39.4 does not exceed the insurance deductible for an insurance policy held by the Strata Corporation, that owner is strictly liable and shall fully indemnify and save harmless the Strata Corporation and any owners affected by the loss or damage.

PART XI – STORAGE

Section 40 - Storage lockers and bicycle storage

- 40.1 An owner, tenant, occupant or visitor must not take a bicycle through the lobby area.
- 40.2 A owner, tenant, occupant or visitor must store any bicycles and tricycles in the bicycle storage rooms and/or storage lockers.
- 40.3 An owner, tenant, occupant or visitor must not keep a bicycle, whether locked or unlocked, in any common areas, hallways or lobby area except in areas specifically designated (storage locker/bicycle storage room).

- 40.4 An owner, tenant, occupant or visitor must clean their bicycle(s) of all mud and debris and wiped dry prior to entering the building.
- 40.5 An owner, tenant, occupant or visitor must not store a bicycle on the balconies or patios.
- 40.6 An owner, tenant, occupant or visitor must enter and exit the building with the bicycles only through the parkade main gate.
- 40.7 An owner, tenant, occupant or visitor must store all items inside personal lockers only. Items found on top of or around lockers inside the locker storage room, may be removed and discarded without notice.
- 40.8 A owner, tenant, occupant or visitor must not store any hazardous or flammable substances in storage lockers.
- 40.9 An owner, tenant, occupant or visitor must not make any alterations to locker size or structure (ie, cutting of wire).
- 40.10 A owner, tenant, or occupant must not sell or transfer any storage locker to any person, whether resident or non-resident, as these are conveyed with the strata lot.

PART XII – PARKING

Section 41 - Parking prohibitions

- 41.1 The turn around area in front of The Sinclair is a fire/emergency zone and the “No Parking” signs must be obeyed at all times.
- 41.2 No person is permitted to camp overnight in any type of vehicle in a common area.
- 41.3 Washing of vehicles is **not permitted** in any area of the parkade at any time.
- 41.4 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes, fire lanes or no parking zones.
- 41.5 Residents are prohibited from using the visitor parking stalls.

Section 42 - Visitor secured parkade

- 42.1 A maximum of **10km/hour** must be maintained at all times when within the visitor parkade.
- 42.2 Guest parking is permitted only in the parking area designated by the Strata Corporation as visitor parking.
- 42.3 Visitor parking stalls are for the exclusive use of visitors of current residents and for contractors.
- 42.4 Residents must comply strictly with the guest parking procedures and limitations set out in the Rules, and are responsible to inform their visitors of the requirements pertaining to guest parking.

42.5 To maintain building security, at its discretion, the Council may put into effect a parking tag program for The Sinclair. If such a program is adopted, all visitors must display the assigned parking tag or have the vehicle towed within one (1) day written notice of the parking tag being required.

Section 43 - Resident secured parkade

43.1 A maximum of **10km/hour** must be maintained at all times when within the parkade. Residents will be fined for exceeding the speed limit.

43.2 A resident must park in their assigned parking stall only.

43.3 A resident must not leave parkade remotes in their vehicles so as not to compromise the safety and security of any area of BCS 879.

43.4 A resident will be fined pursuant to these Bylaws, if it is determined that the remote entry fob they left inside their vehicle has been used to commit a security breach of any kind on the property.

43.5 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes, fire lanes or no parking zones.

43.6 A resident must not park in such a manner that reduces the width of the roadway, a neighbour's parking stall or walkway.

43.7 A resident **storing** an unlicensed vehicle must have that vehicle insured at all times, and within seven (7) days of storing such vehicle, **provide proof of such insurance** to the Strata Corporation. Proof of insurance must be updated each time it is renewed or changed.

43.8 An owner must not lease or license any parking stall to any person other than an owner or current resident of the building.

43.9 An owner may not sell or transfer any parking stall to any person, whether resident or non-resident, as these are common property.

43.10 A resident must not permit any oversized, commercial or recreation vehicles including, but not limited to boats, trailers and campers to enter or be parked or stored on common property, limited common property or land that is a common asset without the prior written approval of the Council.

43.11 A parking stall may not be used for storage purposes of any kind other than a motor vehicle. Any improperly stored item may be removed by the Strata Corporation, with all related expenses to be assessed to the owner's strata lot.

43.12 A resident must not use any parking area as a work area for carpentry, renovations or repairs of any kind, or to work on vehicles involving automotive fluids or paints, motor tune ups or mechanical repairs.

43.13 A resident whose vehicle causes leaks to spill onto any stall or common area must be responsible for clean-up and, should the owner fail to clean-up within seven (7) days, the

Strata Corporation shall have the right to order such clean-up as may be deemed necessary, and all expenses will be assessed to the owner's strata lot.

- 43.14 In the event that the Strata Corporation through Council deems the removal of spills an urgent matter, it may elect to proceed with immediate removal and all expenses will be assessed to the owner's strata lot.

PART XIII – MOVING

Section 44 - Move in/out procedures

- 44.1 An owner must conform, and ensure that any tenants conform, to the Move In and Move Out Rules established by the Council from time to time.
- 44.2 A resident must provide to the Caretaker, at least 7 days notice of any move in or move out.
- 44.3 No owner or tenant will be permitted to book a move into The Sinclair, unless the resident information and emergency forms have been received by the Strata Corporation, and/or the Form K has been submitted for tenants.
- 44.4 Should a tenant arrive for a move prior to the forms having been received by the Strata Corporation, that tenant will be turned away and forced to reschedule the move to a later date.
- 44.5 All moves must take place between 8:00 a.m. and 4:00 p.m., Monday through Saturday Moves are prohibited Sundays and statutory holidays.
- 44.6 A resident using the elevator during a move must ensure that the **ELEVATOR SERVICE KEY** is used to control the elevator and the doors not jammed open in any manner. A maximum of 3 hours lockout time for elevators is permitted. For any portion in excess of 3 hours, an assessment of \$50.00 per hour or portion thereof, will be charged to the resident by the Strata Corporation.
- 44.7 A resident will be charged a maximum of \$25.00 in the event that the elevator key is not returned to the Council.
- 44.8 A resident using the elevator must ensure the elevator pads are in place prior to starting the move.
- 44.9 Prior to any moves, residents must pay a non refundable move in/move out fee of \$100.00 to the Strata Corporation to facilitate the move and respond to any emergencies or issues that may arise. The fee also covers a written pre-move and post-move inspection of the common areas involved in the move. Residents moving from one strata lot at the Sinclair to another must pay only the one non-refundable \$100 fee.

Section 45 - Furniture deliveries

- 45.1 Residents expecting deliveries of furniture or other large items must advise the Caretaker in advance so that arrangements may be made to properly protect all common areas when deemed necessary.

PART XIV – APPEARANCE OF STRATA LOTS

Section 46 - Patios and balconies

- 46.1 No items other than those permitted by the Bylaws shall be kept on patios, balconies or common property unless authorized by the Council in writing.
- 46.2 Only gas or electric barbecues are permitted on patios and balconies.
- 46.3 Only patio-style furniture is permitted (no upholstered sofas, chairs or storage shelves).
- 46.4 For safety, patio umbrellas and furniture must be firmly weighted. Owners are liable if any object leaves the building from their balcony and causes injury or damage.
- 46.5 Planters and flower boxes are permitted on patios and decks, with the following limitations:
- planters and flower boxes must be kept neat and tidy in appearance at all times year-round
 - planters and flower boxes must sit in trays and/or saucers to catch water run-off
 - planters and flower boxes must be a neutral colour
 - small shrubs and flowers are permitted
 - no vegetable gardens
 - no planters that attach to the building
 - planters and flower boxes must be on the patio, not on the common areas around it
 - no flower boxes may be hanged outside the patio railings
- 46.6 No portable satellite dishes are permitted on patios and balconies.
- 46.7 Balconies must be damp mopped for cleaning and residents are to take care when washing their balcony that no water falls or drains to the balcony or ground below.

Section 47 - Cleanliness

- 47.1 A resident must not allow rubbish, dust, garbage, boxes, packing cases and other similar refuse to be thrown, piled or stored in the strata lot or on common property, or otherwise allow a strata lot to become unsanitary or untidy.

- 47.2 A resident must ensure that ordinary household refuse and garbage is securely wrapped and placed in the containers provided for that purpose, recyclable material is kept in designated areas, and material other than recyclable or ordinary household refuse and garbage is removed appropriately.
- 47.3 Any expenses incurred by the Strata Corporation to remove any refuse not properly disposed of by a resident of a strata lot will be charged to the owner of the strata lot.

Section 48 - Consideration of neighbours

- 48.1 A resident must ensure that all entrance doors to strata lots are kept closed and residents must not cause or produce undue noise, smell or vibration in or about any strata lot or common property such that it causes a disturbance or interferes with the comfort of any other resident. Quiet times shall apply as per Section 53.6.

Section 49 - Lawn areas

- 49.1 Residents and visitors must not engage in any activity that is likely to damage plants, bushes, flowers or lawns, including not exhaustively traversing lawn or garden areas not intended for foot traffic and placing chairs, tables or other objects on lawn areas.

PART XV – RENTALS

Section 50 - Residential rentals

- 50.1 At any given time, up to (10) strata lots may be rented, but this number does not include any common asset that is a strata lot in the strata plan.
- 50.2 The Strata Corporation must administer this Bylaw in the following manner:
- (a) an owner wishing to rent a strata lot must first apply in writing to Council for approval to rent
 - (b) Council must consider applications in the order in which applications are received by Council
 - (c) the Council must not screen tenants, establish screening criteria, require the approval of tenants, require the insertion of terms in tenancy agreements or otherwise restrict the rental of a strata lot except as set out in this Bylaw
 - (d) the Council must consider each application upon receipt and will respond to each application in writing within 14 days from the date the application is received by the Strata Corporation
 - (e) the Council must keep a list of owners who have applied under this Bylaw to rent their strata lot and the priority of their respective applications

- (f) upon approval of an owner's application to rent, the owner must enter into a tenancy agreement for the strata lot within 60 days from the date of Council's approval of that owner's application or the approval is automatically revoked and Council is entitled to advise the owner next following on the list that his or her application to rent a strata lot is approved; and
- (g) upon approval of an owner's application to rent, the owner may rent his or her strata lot until:
 - (i) the date when, following the rental of the strata lot, vacant possession of the strata lot reverts to the owner, or
 - (ii) the date the strata lot is sold by the owner to a third party,
 whichever occurs first.

50.3 Airbnb Short Term Accommodations.

An owner, tenant or occupant must not rent less than all of a strata lot. A strata lot must not be used for short-term accommodation purposes, such as a bed-and-breakfast, lodging house, hotel, home exchange, motel, time share or vacation rental. Without limiting the generality of the foregoing, a resident must not grant a license for the use of all or part of a strata lot. For the purpose of this bylaw, "short term accommodation" means less than six (6) months.

PART XVI – VISITORS AND CHILDREN

Section 51 - Visitors and Children

- 51.1 A resident is responsible for the conduct and safety of children residing in or visiting the resident's strata lot, and must ensure that noise is kept at a level that, in the sole determination of the Council, will not disturb the rights of quiet enjoyment of others.
- 51.2 Children residing in or visiting a strata lot must be under the supervision of a responsible adult at all times and are not permitted at any time to play in the hallways, elevators, lobby or any other common area of the building.
- 51.3 Activities including but not limited to, bicycling, in-line skating, skateboarding and hockey are not permitted in any common areas, including parkade. Residents will be held liable for any damage or injury caused by improper supervision of children.

PART XVII – SECURITY

Section 52 - Security

- 52.1 Residents and visitors must not permit anyone unknown to them (including tradespersons, movers or couriers) to enter the building by way of the enterphone.
- 52.2 Residents and visitors must not permit anyone unknown to them to enter the property behind them, at any entry point, whether walking or driving.
- 52.3 In the interests of security, residents must:

- (a) ensure that outside entrance doors are not left open after entering or exiting the building and never leave open an exterior fire exit door.
- (b) lock all vehicles in the underground parking area.
- (c) report to any member of Council or the police any suspicious or unwelcome person(s) in or about the building or common areas.
- (d) immediately notify the Property Manager or the Caretaker of lost or stolen access cards.

PART XVIII – MISCELLANEOUS

Section 53 - Miscellaneous prohibited activities

- 53.1 No resident may smoke a cigarette, cigar, or pipe on interior common property or a common asset.
- 53.2 A resident or visitor must not wear or use, as the case may be, inline skates, bicycles, scooters or skateboards anywhere in the building, including a strata lot.
- 53.3 A resident must not permit any person to play or loiter in the garden areas, on common property or on land that is a common asset, excepting the west side grass area which may be used for low impact activities.
- 53.4 Residents and visitors may neither loiter nor congregate in the lobby during quiet hours pursuant to section 53.6, and are to use the lobby for entering and exiting only during those times.
- 53.5 A resident or visitor must not use common property electrical outlets, with the exception of parking area outlets used while vacuuming a vehicle.
- 53.6 Quiet hours are Sunday to Saturday - 11:00 p.m. until 7:00 a.m. with consideration for residents who may work shifts.
- 53.7 An owner shall not allow his strata lot to become unsanitary.
- 53.8 All cardboard boxes must be collapsed, and no furniture is to be disposed in garbage bins or garbage room area.
- 53.9 No resident may consume an alcoholic beverage on common property with the exception of the Inlet Room.
- 53.10 Removal of household furnishings and appliances is the responsibility of owner/resident. These items are not to be left in the garbage area for disposal.

Section 54 - Holiday lights and trees

- 54.1 Live Christmas trees are not permitted in the building.

54.2 An owner must ensure that holiday lights are not installed before December 1st of the year approaching Holidays; and removed before January 15th of the year following the holidays.

Section 55 - Outdoor Barbeques

55.1 No resident or visitor may use a barbecue, hibachi or other like cooking device on:

- (a) common property,
- (b) limited common property, including a balcony, deck, or patio
- (c) a common asset, or
- (d) a balcony or patio that forms part of a strata lot unless the device is powered by propane, natural gas, or electricity.

55.2 A tank that contains propane or natural gas may not be stored indoors, including the indoor portion of a strata lot, or an indoor area used for parking vehicles or bicycles, or used for storage.

55.3 If the City of Port Moody requires the Strata Corporation to establish a fire extinguisher program, including but not limited to a program to periodically inspect any fire extinguisher within the boundaries of the strata plan, or to establish a program to train an owner or resident to use a fire extinguisher, the cost of the program is a common expense of the Strata Corporation.

55.4 Despite subsection 55.2, a person may utilize a barbecue, hibachi or other like cooking device provided it is powered by propane, natural gas or electricity outside the Amenities Room if the Council has first given written approval, such approval not to be unreasonably withheld.

Section 56 Privacy Policy

56.1 The Strata Corporation's Commitment regarding Personal Information:

The Strata Corporation is committed to protecting the personal information of its residents.

56.2 Why the Strata Corporation Collects Personal Information:

- To identify and communicate with the residents;
- To process payments;
- To respond to emergencies;
- To ensure the orderly management of the Strata Corporation;
- To comply with requirements imposed by the Strata Property Act and other applicable laws; and

56.3 What Information the Strata Corporation May Collect, Use or Disclose:
Typically, the Strata Corporation collects the following information from or about residents:

- Name(s), address(es) and phone number(s), as applicable
- Banking or credit card information
- Emergency contact information
- Vehicle description/license plates
- Pet information

Residents may give consent either orally, in writing, electronically or through an authorized representative. Consent will be implied when the purpose for collecting, using or disclosing personal information would be considered obvious and the individual voluntarily provides his or her personal information for that obvious purpose.

56.4 Collection, Use and Disclosure of Personal Information by the Strata Corporation Except where the Strata Corporation is legally authorized (for example, pursuant to a bylaw) or consent is otherwise not required (as discussed below under the next heading), the Strata Corporation will seek consent before collecting, using or disclosing personal information.

The Strata Corporation will only collect, use or disclose the personal information that is necessary to fulfill the identified purposes and will not collect, use or disclose personal information in other circumstances unless the Strata Corporation first receives further consent from the person involved.

The Strata Corporation will make reasonable efforts to ensure that the personal information that it collects, uses or discloses is accurate and complete. If a resident is aware that the personal information the Strata Corporation has about them needs to be corrected, please advise the Strata Corporation about the correction in writing.

56.5 What Personal Information the Strata Corporation Can Collect, Use or Disclose without Consent:

- With respect to an owner, the owner's name, the strata lot address, the mailing address if different from the strata lot address, the strata lot number, any parking stall number, and the unit entitlement of the owner's strata lot;
- Information authorized by a bylaw;
- The names and addresses of individual mortgagees who have filed a Mortgage Request for Notification;
- The names of tenants of a strata lot, if any;
- With respect to a council member, the telephone number or some other method by which the council member can be contacted on short notice;

- Information necessary for emergency medical treatment if it cannot otherwise be obtained in a timely manner;
- Information for an investigation or a legal proceeding if collection with consent would compromise its availability or accuracy;
- Information already available to the public from any of the following: a telephone directory, a professional or business directory, a registry, or a printed or electronic publication;
- If the Strata Corporation requires legal advice from a lawyer;
- If the Strata Corporation is collecting money owed by an owner, tenant or occupant; and
- If the personal information is required to be collected, used or disclosed by law.

56.6 Withdrawing Consent:

Except where withdrawing consent would frustrate the performance of a legal obligation, a resident can withdraw consent at any time by giving the Strata Corporation reasonable notice. If consent is withdrawn, the Strata Corporation will inform the person withdrawing the consent of the likely consequences of that step.

56.7 Retention of Personal Information:

The Strata Corporation will only retain personal information for as long as necessary to fulfill the identified purposes or as long as required for a legal or business purpose. If the information of a resident is used to help the Strata Corporation render a decision, the information will be retained for a one (1) year period.

56.8 Security of Personal Information:

The Strata Corporation has implemented reasonable security arrangements to prevent against risks associated with personal information, such as unauthorized access, collection, use, disclosure, copying, modification or disposal.

If the Strata Corporation retains another organization to do work for the corporation that involves personal information, the corporation will ensure that there is an agreement in place that commits that organization to adhere to this privacy policy.

56.9 Access to Personal Information:

A resident is entitled to access to their own personal information that is under the Strata Corporation's control and is also entitled to know the ways in which that information has been used or disclosed.

Any request by resident for his or her must be made in writing and directed to the Strata Corporation's Privacy Officer:

PRIVACY OFFICER OF STRATA PLAN BCS 879

The Strata Corporation will charge a minimum fee when an access request is made and the amount should be verified when the request is made.

The Strata Corporation will respond to a written request within 30 business days of receipt of the request; however, the Strata Corporation may be entitled in some circumstances to extend the response period. In providing the response, the Strata Corporation will inform the requesting party whether he or she is entitled to access the requested information, and if access is denied, the reason for the denial, and the name and contact information of the Strata Corporation's Privacy Officer who can answer any questions about the response.

When providing personal information in response to a request, the Strata Corporation will edit out certain information as required or authorized by law, including any personal information about other individuals and/or the personal information about the requesting party that is subject to an investigation or a legal proceeding.

If a requesting person is not satisfied with a response from the Strata Corporation, that person may complain to the British Columbia Office of the Information and Privacy Commissioner (www.oipcbc.ca).

Section 57 - Security Measures

- 57.1 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.
- 57.2 The Strata Corporation collects data with respect to the usage of each access fob programmed for use at and within Strata Plan BCS 879.
- 57.3 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 BCS 879;
 - (b) preventing, recording, investigating and obtaining evidence of any theft, vandalism, nuisance, damage or injury caused by or to any person within the boundaries of Strata Plan BCS 879; and
 - (c) enforcing those strata corporation bylaws and rules which relate to the safety and security of the strata plan and its owners, tenants, occupants and visitors.
- 57.4 The video files and/or security fob usage records will be stored by or on behalf of the Strata Corporation via its security contractor for a period of up to 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.

- 57.5 The personal information of owners, tenants, occupants or visitors will only be reviewed or disclosed as follows:
- (a) to law enforcement for the purposes set out in bylaw 57 (3)(a) or (b), or as otherwise required by law;
 - (b) to the Privacy Officer, strata manager, caretakers of the Strata Corporation, council members and/or the Strata Corporation's security contractor for the purposes set out in bylaws 57 (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 an owner, tenant, occupant or visitor, such personal information of the requesting owner, tenant, occupant or visitor.
- 57.6 An owner, tenant, occupant or visitor must not do anything to damage or interfere with any closed circuit television, video surveillance or access fob equipment.
- 56.7 In installing and/or maintaining the systems described herein, the Strata Corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The Strata Corporation is not responsible or liable to any owner, tenant, occupant 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.
- 57.8 A resident must not install or use, or permit to be installed or used, any surveillance measures (such as video surveillance) on the common property where such measures will or may capture any personal information about another resident or a visitor."