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BYLAWS

EPS7127

TALUSWOOD



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BYLAW AMENDMENTS

Registration:		
Registration:	July 19, 2017	Form Y
Registration:	June 9, 2023	CB678568
Registration:	April 4, 2024	CB1243910

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EPS7127 – TALUSWOOD SCHEDULE OF BYLAWS

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

Payment of strata fees

1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

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) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

Use of property

3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that

(a) causes a nuisance 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,

(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) is in contravention of any rule, order or bylaw applicable to the strata lot, the common property or common assets, or that is in contravention of any charge registered at the Land Title Office that encumbers the title to the strata lot, the common property or common assets of the strata corporation; or

(g) that will result in any unusual or objectionable odour to emanate from the lot, or that is inconsistent with the intent of these bylaws.

(2) An owner, tenant, occupant, or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the *Act*.

(3) An owner, tenant or occupant must not:

(a) use a strata lot for any purpose which may be injurious to the reputation the development;

(b) make or cause to be made any structural alteration to his strata lot, or

(c) paint, decorate, or add to or remove any structure from the exterior of the building or the exterior of the strata lot or add to or alter the wiring, plumbing, piping, or other services on his strata lot, or within any bearing or party wall or the common property without first obtaining the written consent of the council; and

(d) install any lock on any door leading to or in the strata lot without the prior written consent of the council.

Inform strata corporation

4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.

(2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

(3) Any owner of a strata lot who leases his lot without submitting a Form K in accordance with the Strata Property Act will be liable to a fine of $50.00 for every month or part thereof that a tenant is in occupancy of the strata lot and the Form K is not submitted.

Obtain approval before altering a strata lot

5 (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; and

(g) those parts of the strata lot which the strata corporation must insure under section 149 of the *Act*.

(h) the painting of the exterior, or the attachment of sunscreens or greenhouses, or a satellite dish.

(2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

(3) This section does not apply to a strata lot in a bare land strata plan.

Obtain approval before altering common property

Alterations

6.1(1) An owner intending to apply to the strata corporation for permission to alter a strata lot or the common property may be required to submit, in writing:

(a) a detailed written description of the intended alteration,

(b) a detailed plan showing the proposed location of the construction of the alteration and nature of the change, including details of the proposed materials and dimensions,

(c) name(s) of the qualified/licensed contractor or consultants who will design, construct and inspect the alterations,

(d) proof of valid liability insurance and WorksafeBC coverage for the qualified/licensed contractor or consultants who will design, construct and inspect the alterations,

(e) an indemnity to cover any damage to common property or other strata lots as a result of the alterations,

(f) all applicable permits, licences and approvals from the appropriate governmental authorities;

(g) a signed assumption of liability agreement if required by the strata council under bylaws 6(2) or 7(2), and

(h) such further and other documents or information which the strata council may reasonably require.

(2) Any alterations approved by the council may only be carried out between the hours of 8:00 a.m. and 5:00 p.m., Monday through Saturday, excluding statutory holidays, and will be subject to all applicable municipal and provincial bylaws and codes.

(3) Without limiting the generality of the foregoing, an owner, tenant or occupant must not install new flooring in a strata lot except with written approval from the strata corporation and in accordance with the following

(a) an underlay must be installed between the wood or laminate flooring and the concrete base. The underlay must have a minimum Impact Insulation Class (IIC) rating of 72. A sample of the underlay must be approved by the strata council or property manager before the installation may begin.

(4) In the event that the installation of hard surface flooring in a strata lot results in unreasonable noise or nuisance to neighbouring strata lots, as determined by the strata council acting reasonably, the strata corporation may require the owner of the strata lot with the hard surface flooring to take various steps to reduce noise transfer at the owner's expense, up to and including removal of the hard surface flooring and replacement with carpet or other more sound-absorbent flooring material.

(5) An owner, tenant or occupant who alters common property or a strata lot without adhering strictly to these bylaws, must restore, at the owner's sole expense, the common property or a strata lot to its condition prior to the alteration. If the owner, tenant or occupant refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner. The cost of such restoration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

Permit entry to strata lot

7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot

(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and

(b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the *Act*,

(2) The notice referred to in subsection 7 (1)(b) must include the date and approximate time of entry, and the reason for entry.

(3) Where the strata corporation is required to enter a strata lot for the purpose of maintaining, repairing, or renewing pipes, wires, cables and ducts for the time being existing in the strata lot, which are capable of being used in connection with the enjoyment of any other strata lot or the common property, the strata corporation and its agents must, in carrying out any work or repairs, do so in a proper and workmanlike manner. The strata corporation must make good any damage to the strata lot occasioned by such works and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.

Division 2 – Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

8 (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 in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to

(i) the structure of a building,

(ii) the exterior of a building,

(iii) chimneys, stairs, balconies and other things attached to the exterior of a building,

(iv) 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

Council size

9 The council must have at least 3 and not more than 7 members

Council members' terms

10 (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

(2) A person whose term as council member is ending is eligible for reelection.

(3) to (5) [Repealed 1999-21-51.]

Removing council member

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

(2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

12 (1) If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.

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

(3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

(4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 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.

Officers

13 (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.

(2) A person may hold more than one office at a time, other than the offices of president and vice president.

(3) The vice president has the powers and duties of the president

(a) while the president is absent or is unwilling or unable to act, or

(b) for the remainder of the president's term if the president ceases to hold office.

(4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

14 (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

(2) The notice does not have to be in writing.

(3) A council meeting may be held on less than one week's notice if

(a) all council members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all council members either

(i) consent in advance of the meeting, or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

(4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Repealed

15 *[Repealed 2009-17-35.]*

Quorum of council

16 (1) A quorum of the council is

(a) 1, if the council consists of one member,

(b) 2, if the council consists of 2, 3 or 4 members,

(c) 3, if the council consists of 5 or 6 members, and

(d) 4, if the council consists of 7 members.

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

Council meetings

17 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

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

(3) Owners may attend council meetings as observers.

(4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

(a) bylaw contravention hearings under section 135 of the Act;

(b) rental restriction bylaw exemption hearings under section 144 of the Act;

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

Voting at council meetings

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

(2) Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

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

Council to inform owners of minutes

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

Delegation of council's powers and duties

20 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.

(2) The council may delegate its spending powers or duties, but only by a resolution that

(a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

(b) delegates the general authority to make expenditures in accordance with subsection (3).

(3) A delegation of a general authority to make expenditures must

(a) set a maximum amount that may be spent, and

(b) indicate the purposes for which, or the conditions under which, the money may be spent.

(4) The council may not delegate its powers to determine, based on the facts of a particular case,

(a) whether a person has contravened a bylaw or rule,

(b) whether a person should be fined, and the amount of the fine, or

(c) whether a person should be denied access to a recreational facility.

Spending restrictions

21 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

(2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of council member

22 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

(2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 – Enforcement of Bylaws and Rules

Maximum fine

23 (1) The strata corporation may fine an owner or tenant a maximum of

(a) $200 for each contravention of a bylaw, and

(b) $50 for each contravention of a rule.

Continuing contravention

24 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.

Division 5 – Annual and Special General Meetings

Person to chair meeting

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

(2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

(3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Quorum

25.1 (1) A quorum for a general meeting is 1/3 of the strata corporation's eligible voters, present in person or by authorized representative or by proxy.

(2) At any annual or special general meeting called by the strata corporation, if a quorum is not present at the appointed time or within 15 minutes thereafter, then the eligible voters who are present in person throughout the meeting, by authorized representative or by proxy, shall constitute a quorum.

(3) Subsection (2) does not apply to general meetings called by voters pursuant to s. 43 of the Act.

Participation by other than eligible voters

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

(2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

(3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

27 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.

(2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

(3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.

(4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.

(5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.

(6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

Order of business

28 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.

Division 6 – Voluntary Dispute Resolution

Voluntary dispute resolution

29 (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if

(a) all the parties to the dispute consent, and

(b) the dispute involves the Act, the regulations, the bylaws or the rules.

(2) A dispute resolution committee consists of

(a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or

(b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.

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

Division 7 – Marketing Activities by Owner Developer

Display lot

30 (1) During the time that the owner developer of the strata corporation is a first owner of any strata lots, it has the right to maintain any strata lot or strata lots, whether owned or leased by it, as a display unit, and to carry on sales functions it considers necessary in order to enable it to sell the strata lots or strata lots in a development developed by an affiliated company.

(2) At the reasonable discretion of the owner developer, it may use the common property to conduct the sale or lease of strata lots in the Strata Plan or of strata lots in a development developed by an affiliated company up to 24 months after the date of first occupancy in the final phase of the Development.

(3) Signs advertising the sale, lease or open house of a strata lot must be displayed on the common post supplied by the strata corporation and may not be displayed in the windows or on the balcony of a strata lot. Notwithstanding the foregoing, marketing signs may be displayed on the common property and/or the limited common property or window of any strata lot owned or leased by the owner developer at the reasonable discretion of the owner developer.

Strata Fees

31 (1) Strata fees are due and payable on or before the first day of each month. Strata fees not received by the 10th day of the month in which they are due are subject to a 10% per annum interest penalty compounded annually until paid.

(2) When arrears of strata fees exceed two monthly payments a lien will be placed by the strata corporation on the strata lot involved at the owner's expense for the total monies due, including all legal and other expenses.

Disturbance of Others

32 (1) Mops or dusters of any kind must not be shaken and any debris must not be thrown out of any window, door, passage, or other parts of the strata lot or the common property. An owner, tenant or occupant must not dispose of any item through any window, door, or passage and onto the common property or the strata lot.

(2) Barbecues other than those fueled by propane, natural gas or electricity must not be used. An owner, tenant or occupant must not operate his barbecue in a manner which, in the opinion of the council, interferes with another owner's enjoyment of his strata lot. An owner, tenant or occupant must ensure that a barbeque does not cause heat damage to the exterior of the building. An owner, tenant or occupant will be held solely responsible for heat damage to the building envelope.

(3) Cycling on common property other than the driveway is prohibited.

(4) Carpentry or similar alterations are limited to the hours as allotted by the municipal authority or local government.

Hazards

33 (1) Fire hazards must be minimized. Items which increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the strata corporation, or which will invalidate any insurance policy, must not be brought onto or stored in a strata lot or the common property.

(2) Material substances such as cigarettes, matches, or other burning material, must not be discharged through any window, door, patio or other part of a strata lot or passage and onto the common property.

Cleanliness

34 (1) All household refuse and recycling material must be secured in suitable plastic bags or recycling containers. Owners, tenants and occupants will comply with the municipal authority or local government’s recycling program as it is implemented.

(2) Any waste material other than ordinary household refuse and normally collected recycling materials must be removed by the individual owner, tenant or occupant of the strata lot.

Exterior Appearance

35 (1) Signs, fences, gates, billboards, placards, advertising or notices of any kind must not be erected or displayed on the common property or the strata lot without prior written approval by the council.

(2) Awnings, shade screens, smoke stacks, satellite dishs, radio or television antenna must not be hung from or attached to the exterior of the strata lot, without prior written consent of the council.

(3) Laundry, clothing, bedding, or other articles must not be hung or displayed from windows, patios, or other parts of the strata lot so that they are visible from the outside.

(4) Draperies or window coverings that are visible from the exterior of any strata lot must be cream or white in colour.

(5) Balcony, patio and roof deck furnishings are restricted to patio furniture, barbeques and plants. For example, laundry or other like articles must not be hung or displayed so that they are visible from the outside of the building. Balconies, patios, roof decks and other common property including limited common property must not be used for the storage of bicycles, refrigerators, freezers, storage boxes or cleaning materials.

Common Areas

36 (1) The council will administer all common areas, any rules or regulations formulated by the council from time to time will be binding upon all owners, tenants, occupants and visitors.

(2) The common facilities are for the use of owners, tenants, occupants and their invited guests only. An owner, tenant or occupant must accompany guests when using these facilities.

Parking and Storage Lockers

37 (1) An owner, tenant or occupant must only use the parking stall(s) and/or storage lockers obtained by way of partial assignment of Polygon Parking Limited's rights under a lease or sublease registered in the Land Title Office against title to the common property of the strata corporation. Parking stalls and/or storage lockers cannot be utilized by any person who is not an owner, tenant or occupant within the strata corporation.

(2) Subject to subparagraph (3), owners must provide the council with a copy of any assignment of their leasehold interest in a parking stall or storage locker to another owner within 30 days of assignment.

(3) An owner is not required to comply with subparagraph (2) when the owner transfer's title to their strata lot to a new owner in which case the council is entitled to assume that the assignment has been made concurrently with the transfer of title to the strata lot, unless notified to the contrary in writing.

(4) Major repairs or adjustments must not be made to motor vehicles on the common property.

(5) Guest parking is only permitted in the spaces provided.

(6) A maximum speed of 15 km/h will apply within the common property.

(7) An owner, tenant or occupant will be responsible for the clean up of oil spills on common property.

(8) Parking is only permitted in a designated parking space, however a vehicle

(9) must not be parked in a manner which will reduce the width of an access roadway.

(10) Vehicles exceeding 4,000 kg. G.V.W. must not be parked or brought onto the common property without the consent of the council, except when used in delivery to or removal from the premises. RVs, boats, and trailers must not be permitted on the surface parking stalls at any time.

(11) All vehicles parked or stored in the parkade must be licensed, insured and operable.

(12) Any vehicle, which does not comply with this bylaw, will be removed at the owner's expense.

Damage to Property

38 (1) An owner, tenant or occupant must not cause damage to trees, plants, bushes, flowers or lawns, and must not place chairs, tables or other objects on lawns or grounds so as to damage them or prevent growth.

Security

39 (1) An owner, tenant or occupant will be responsible for anyone they admit onto or about the common property, inclusive of agents, servants, licensees, or invitees.

(2) The council will form a Security Committee to provide guidelines for the security of individual strata lots, and to establish resident-based voluntary crime prevention programs such as Block Watch.

Moving and Resale

40 (1) It will be the express responsibility of the owner to ensure that all moves in or out by the owner, tenant or occupant conforms to the rules and regulations as established by the council from time to time.

(2) Advertising for the resale or rental of a strata lot may only be permitted within the boundaries of the strata corporation on Directory Trees, which may be located, supplied and maintained by the council.

Sound Transmission

41 (1) An owner, tenant, occupant or visitor must not generate noise, whether from a strata lot or common property, that:

(a) constitutes a nuisance at law to another owner, tenant or occupant;

(b) contravenes a municipal bylaw; or

(c) occurs for a period of more than 60 seconds; and

(d) disturbs the enjoyment of other owners, tenants or occupants of a strata lot or owners, tenants or occupants using the common property; and

(e) occurs between the hours of 10 pm and 7 am.

(2) An owner, tenant or occupant must take all reasonable steps to satisfy noise complaints

(3) If a noise complaint is made regarding noise emanating from a strata lot with hard floor surfaces, including wooden, laminate or tile floors, and if such noise complaint persists, the council may require an owner, tenant or occupant to take steps to reduce noise transmission through the hard floor surface, including without limitation:

(a) ensuring that no less than sixty percent (60%) of such hard floor surfaces, excepting only kitchens, bathrooms, laundry rooms and entry areas, are covered with area rugs or carpet unless otherwise dictated by a medical condition;

(b) avoiding walking with hard shoes or dragging furniture or other heavy objects across such floor surfaces;

(c) fitting chair legs with felt pads;

(d) avoiding activities that will cause unnecessary noise such as: bouncing balls, dancing and stomping of feet; and

(e) ensuring that any noise inducing equipment is separated from the floor with adequate cushioning.

(4) An owner may, with the prior written approval of the council, make changes to the floor finishing of their strata lot from carpet to any hard floor surface or from an existing hard floor surface to an alternate hard floor surface. In deciding whether to approve the change, the council will give due consideration to the type and quality of the flooring and underlay in relation to the sound transmission between strata lots.

Leasing Requirements

42 (1) An owner must:

(a) provide the strata corporation with a true and complete copy of every written tenancy agreement (as defined in the Residential Tenancy Act (British Columbia) as amended or replaced); and

(b) cause the tenant to execute a Form K – Notice of Tenant's Responsibilities as provided in the Strata Property Act (British Columbia), as amended or replaced, prior to his or her occupation of the strata lot and provide the strata corporation with a copy thereof.

Pets and Animals

43 (1) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:

(a) a reasonable number of fish or other small aquarium animals;

(b) a reasonable number of small caged mammals;

(c) up to 2 caged birds;

(d) two dogs or two cats; or one dog and one cat.

(2) Vicious dogs are not permitted in any strata lot or on any portion of the common property. For the purposes of this bylaw a vicious dog means the following:

(a) any dog that has killed or injured

(i) any person; or

(ii) another animal while running at large;

(b) any dog that aggressively harasses or pursues another person or animalwhile running at large;

(c) any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting; or

(d) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier, or any dog of mixed breeding which includes any of these breeds; or any dog which has the appearance and physical characteristics predominately conforming to these standards for any of the above breeds, as established by the Canadian Kennel Club or the American Kennel Club or the United Kennel Club, as determined by a veterinarian licensed to practice in the Province of British Columbia.

(3) The owners of pets will be fully responsible for:

(a) the behaviour of their pets,

(b) cleaning-up after their pets, and

(c) removing pet waste from the common property immediately and disposing of it in designated containers that may be specified for this purpose from time to time.

(4) An owner, tenant, occupant or visitor must ensure that all pets are leashed or secured in a carrier when on the common property or on land that is a common asset. Written permission exempting outdoor cats from this bylaw may be granted or revoked at the sole discretion of the strata corporation.

(5) Without limiting the generality of this bylaw, if a pet is causing a nuisance or unreasonable noise, the council may, among other things, require that the pet be removed from the strata lot permanently.

(6) An owner, tenant or occupant must not feed nuisance birds such as pigeons, seagulls, crows, starlings and other birds from any strata lot or the common property.

(7) An owner, tenant or occupant will be responsible for informing their guests or visitors about the rules concerning pets, and will be responsible for cleaning-up and/or repairing damage caused by pets brought onto the common property by their guests or visitors.

(8) The strata corporation may fine an owner of a pet $50.00 for each contravention of this bylaw.

Adherence to Bylaws

45 (1) An owner must ensure that their tenants, occupants, guests and visitors do not contravene any bylaws applicable to the owner.

Production of Marijuana

46 (1) An owner, tenant or occupant must not permit a marijuana grow operation or production facility or allow such activities to operate or function within or outside of a strata lot, regardless of whether such operation is licensed or otherwise permitted by any government authority.

(1) Should any owner, tenant or occupant violate this bylaw, any resultant increase in the insurance premium of the strata corporation must be borne solely by the owner of the strata lot regardless of whether the owner had any knowledge or involvement in such violation. These costs will be payable within fourteen (14) days of written notification from the strata corporation. Nothing in this bylaw will be construed as a restriction on the rights of the strata corporation to pursue all remedies against the offending owner, tenant or occupant at law, including injunctive relief.

Production of Illegal Substances

47 (1) An owner, tenant or occupant must not produce illegal substances or allow such activities to operate or function within or outside of a strata lot.

(2) Should any owner, tenant or occupant violate this bylaw, any resultant increase in the insurance premium of the strata corporation must be borne solely by the owner of the strata lot regardless of whether the owner had any knowledge or involvement in such violation. These costs will be payable within fourteen (14) days of written notification from the strata corporation. Nothing in this bylaw will be construed as a restriction on the rights of the strata corporation to pursue all remedies against the offending owner, tenant or occupant at law, including injunctive relief.

Personal Information Collection by Video Surveillance and Access

Fob Systems

48 (1) The strata corporation may install or maintain and operate an access fob system and a video surveillance system on the common property.

(2) The strata corporation may collect information through the use of:

(a) the video surveillance system, including but not limited to personal information such as images of persons who pass over the common property;

(b) the access fob system, including but not limited to personal information of owners and occupants such as the name of the person to whom the fob was issued and dates and times of access and parts of the building accessed.

(3) The strata corporation may use personal information collected by the video surveillance system and access fob system as permitted by the *Personal Information Protection Act*, and as may be permitted in a Privacy Policy adopted by the strata corporation.

Accessible Strata Lots

49 (1) Some of the strata lots are "accessible strata lots" which contain certain features that facilitate occupancy by persons with physical disabilities, but may require additional conversions in and/or around the accessible strata lot, including, to areas of the common property adjacent to the accessible strata lot. Notwithstanding any other provisions in these bylaws, the council will not unreasonably withhold consent with respect to any alterations that may facilitate or assist the occupation of an accessible strata lots by persons with physical disabilities, which may include the removal from or addition to the exterior of the building or of the accessible strata lot, such as a ramp, or additions and/or alterations to the interior of the accessible strata lot.

Short-Term Accommodation Use Prohibited

50 (1) An owner, tenant or occupant must not use or permit the use of all or part of a residential strata lot as short-term accommodation for a period of less than 30 days by anyone who, directly or indirectly, pays or gives the owner, tenant or occupant any fee, compensation or other remuneration.

(2) Without restricting the generality of the foregoing, an owner, tenant or occupant must not:

(a) enter into a license for the use of all or part of a strata lot;

(b) permit any strata lot or part thereof to be used or occupied as vacation, travel or temporary accommodation (such as Airbnb or Vacation Rental By Owner) for a period of less than 30 days; or

(c) directly or indirectly advertise, market, promote or license for use any strata lot or part thereof as vacation, travel or temporary accommodation available for a period of less than 30 days (such as Airbnb or Vacation Rental by Owner).

(3) An Owner, tenant or occupant who uses a strata lot in contravention of subsection 1 and/ or 2 may be fined up to $1,000 for each day that the strata lot is used as short-term accommodation in contravention of this bylaw.

52 (1) All fobs for accessing the common property must be obtained from the strata corporation. Without limiting the generality of this bylaw an owner, tenant, occupant or visitor must not allow their fobs to be replicated or copied without the prior written permission of the strata corporation.

(2) The owners of each strata lot must ensure that they and the tenants, occupants and visitors collectively have no more than four (4) fobs for their respective strata lots unless granted written permission by the strata corporation to have more than four fobs for their strata lot.

(3) No owner, resident, or occupant is permitted to copy a fob. Any fobs in use that have been copied or in which no written permission was given shall be immediately deactivated. The strata corporation may also levy fines in accordance with the bylaws.

51 No Smoking

An owner, tenant, occupant or visitor must not smoke or permit smoking of any kind anywhere within the strata plan, including within a strata lot, or on any common property, limited common property, or land that is a common asset, or within 6 meters of any common area building door, open window or air intake. For the purpose of this bylaw, “smoke” or “smoking” means using, inhaling, exhaling, burning or carrying of a lighted cigarette, joint, e-cigarette, vapor pen or similar vaporizing device, cigar, pipe, hookah, bong or other smoking equipment that burns or vaporizes tobacco, nicotine, or marijuana/cannabis including oils, resins or other derivatives.

54 Fitness Room

54 (1) All visitors shall be accompanied by an owner, tenant, and occupant at all times while using the fitness room.

(2) An owner, tenant, occupant or visitor must not use or allow the use of the fitness room for professional purposes, including by a professional trainer or fitness coach.

While using the fitness room owners, tenants, and occupants must:

(a) ensure that children under the age of eighteen (18) years of age are accompanied by an adult for the full duration of the time they attend the fitness room;

(b) not bring food, alcohol, or any other beverage into the fitness room, unless they are in plastic bottles or drinking containers;

(c) not play music, radio, or operate any other sound equipment, unless earphones are used;

(d) wear gym clothing and closed-toe, soft-soled running shoes must be worn at all times;

(e) wipe clean all machines and fitness equipment and restore it to its original place after each use;

(f) not bring pets into the fitness room at any time;

(g) not use the cardio exercise equipment for more than 30 minutes per session when other users are waiting in the fitness room;

(h) when finished using the weight stations, lower weights gently back into storage racks;

(i) turn the cardio equipment off after each use; and

(j) not remove any equipment from the fitness room.

56. Owner insurance and indemnity for damage to common property and strata lots

(1) An owner must obtain and maintain liability and property insurance on his or her strata lot(s) sufficient to cover the cost of any insurance deductibles or uninsured repair costs charged to

the owner by the strata corporation pursuant to this bylaw. An owner must provide proof of insurance to the strata corporation upon request.

(2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act (the "Property").

(3) An owner is responsible for any damage to the Property caused by occupants, tenants, visitors and other invitees to the owner's strata lot.

(4) An owner shall indemnify and save harmless the strata corporation for any loss or damage to the Property for which the owner, or their occupants, tenants, visitors or invitees is responsible, or any loss or damage to the Property which is the result of any damage, event, occurrence or incident occurring or originating in the owner's strata lot.

(5) An owner's obligation to indemnify and save harmless the strata corporation under this bylaw includes the expense of any investigation, remediation, maintenance, repair, replacement, or administration thereof, rendered necessary in respect of the Property, but only to the extent that such expense is not reimbursed from the proceeds received by the operation of any insurance policy. For clarity, any insurance deductible paid or payable by the strata corporation is considered an expense not reimbursed from the proceeds of insurance.

(6) Without limiting the foregoing, where the strata corporation takes steps or does work, on an emergency basis, to mitigate damage to a strata lot, and in doing so incurs costs which are not paid as part of an insurance claim, the strata corporation can charge those costs to either of:

(a) the owner of the strata lot to which those steps or work relate;

(b) the owner from whose strata lot the damage occurred or originated.

57 USE OF SURVEILLANCE CAMERAS

57 (1) The Strata Corporation has security cameras on its common property as part of the Strata Corporation's video surveillance system, for the purpose of preventing unauthorized entry, theft, threat to personal safety or damage to property.

(2) The video surveillance system operates 24 hours a day and the Strata Corporation collects and records the video captured by the video surveillance system (the "Video Records").

(3) The Video Records are used to ensure safety and security by detecting or deterring and assisting in the investigation of the following:

(a) criminal activity; and

(b) violation of the Strata Corporation's bylaws and rules in relation safety, security, and damage to property, including personal property.

(4) The Video Records are stored for a period of up to 1 week from the date of recording, which period may be extended for those files required for law enforcement.

(5) The security fob usage records are stored for a period of up to 3 months from the date of recording, which period may be extended for those files required for law enforcement and/or

bylaw enforcement purposes.

(6) The personal information of owners, tenants, or occupants will only be reviewed or disclosed as follows:

(a) Law enforcement in accordance with Bylaw 48;
(b) Council members and the onsite caretaker in accordance with Bylaw 48 herein; or
(c) In the event of an incident in which they are involved or affected, an owner, tenant or occupant may request a copy of the applicable video file or security fob usage records.

(7) In installing and/or maintaining the video surveillance system, the Strata Corporation makes no representations or guarantees that such system will be fully operational at all times. The Strata Corporation is not responsible or liable to any owner, occupant, tenant or other person entering the common property in any capacity (including by reason of the failure to maintain, repair, replace, locate or monitor the video surveillance system, whether arising from negligence or otherwise) for loss or damage caused or contributed to by the failure of the video surveillance system to be fully operational at all times.

(8) The strata council shall develop and implement a privacy policy setting out the procedures for collecting, using, verifying and disclosing personal information. An up-to-date copy of the privacy policy shall be provided to each owner or registered tenant upon request.

(9) The council may, at its discretion, designate a member of the strata council as the “Privacy Officer” for the Strata Corporation. The Privacy Officer will have the responsibility of ensuring that the Strata Corporation complies with the privacy policy as well as the *Personal Information Protection Act*.