

BYLAWS

STRATA PLAN EPS5983

**SCOTT & NICHOLSON
6950 & 6960 NICHOLSON RD. DELTA BC**

NOTICE

The attached bylaws for Strata Plan EPS5983 are in addition to those bylaws contained in the Strata Property Act of B.C. In addition to bylaws, there could also be “Rules” which are not registered at the Land Title Office but are attached herein. **For legal purposes, you should obtain a true copy of the bylaws from the Land Title Office.**

(Updated June 26, 2026)

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

1. 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.

2. Repair and maintenance of property by owner

- (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.

3. Use of property

- (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
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

4. Inform strata corporation

- (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.

5. Obtain approval before altering a strata lot

- (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;

- (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- (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.

6. Obtain approval before altering common property

- (1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

7. Permit entry to strata lot

- (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 (1) (b) must include the date and approximate time of entry, and the reason for entry.

Division 2 — Powers and Duties of Strata Corporation

8. Repair and maintenance of property by strata corporation

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

9. Council size

- (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- (2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

10. Council members' terms

- (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.

11. Removing council member

- (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.

12. Replacing council member

- (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.

13. Officers

- (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.

14. Calling council meetings

- (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.

15. [Repealed 2009-17-35)

16. Quorum of council

- (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.

17. Council meetings

- (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.

18. Voting at council meetings

- (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.

19. Council to inform owners of minutes

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.

20. Delegation of council's powers and duties

- (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.

21. Spending restrictions

- (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.

22. Limitation on liability of council member

- (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

23. Maximum fine

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.

24. Continuing contravention

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

25. Person to chair meeting

- (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.

26. Participation by other than eligible voters

- (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.

27. Voting

- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

28. Order of business

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

29. Voluntary dispute resolution

- (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

30. Display lot

- (1) An Owner Developer who has an unsold strata lot may carry on sales functions that relate to the sale of any unsold strata lot or project offered for sale by the Owner Developer or its affiliates, including the posting of signs.
- (2) An Owner Developer may use a strata lot that the Owner Developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.
- (3) Without limiting the generality of the foregoing the Owner Developer shall have the right, so long as it owns any unsold strata lots, to maintain and use its unsold strata lots and the common property amenity area as display units and sales offices and to carry out such sales functions as the Owner Developer deems necessary or desirable to enable the sale and marketing of all strata lots in the development and at other developments of the Owner Developer within Surrey and Langley, British Columbia, including:
 - (i) erecting and placing directional, location and advertising signage on the strata lots owned by the Owner Developer, on the common property and on all common facilities;
 - (ii) encouraging and allowing prospective purchasers to view the strata lots owned by the Owner Developer, the common property and all common facilities; and

- (iii) erecting and maintaining a sales trailer, placards, flags and other like items for marketing, sales and advertising on the common property of the development which shall be removed at the Owner Developer's expense once all strata lots have been sold by the Owner Developer.
- (4) In order to allow the Owner Developer of the strata lots to market and sell any strata lots owned by the Owner Developer, the Owner Developer may, until the last strata lot has been sold by the Owner Developer:
 - (i) allow any project or security gate to remain open during regular business hours including weekends so as to allow prospective purchasers reasonable and unimpeded access to any strata lot owned by the Owner Developer and access to the common property and facilities of the development; and
 - (ii) have unimpeded access for the Owner Developer, its sales staff, agents and prospective purchasers to the common property and common facilities of the development, including use of the amenity building as a sales centre.
- (5) A strata lot owner may display on the common property a form of signage designed to attract pedestrians and passersby and which signage relates directly or indirectly to the sale or lease of a strata lot.
- (6) Except as provided for in these Bylaws and subject to the restrictions contained in Bylaw 30(3), 30(4) and 30(5) above, no advertising for the re-sale of a strata lot shall be permitted except on a sign no larger than 8" high by 24" wide provided by the strata corporation for such purpose, and which contains only the following text: "Units for sale. Please contact your local Realtor for information".
- (7) Except as provided for in these Bylaws, no signs may be posted in windows, balconies, patios, decks, common property or limited common property.

31. Pets

- (1) An owner, tenant, occupant or visitor must ensure that all animals are leashed (six feet or less) or otherwise secured when on common property.
- (2) An owner of a pet shall not permit the pet to urinate or defecate on the common property, and if any pet does so, the owner shall immediately and completely remove all the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means.
- (3) An owner, tenant or occupant must not keep any pet 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; and
 - (d) 2 dogs or 2 cats or 1 of each animal.
- (4) The owner of a pet shall be fully responsible for the pet's behaviour within the common property. Owners must inform visitors of the by-laws/rules concerning pets and shall be responsible for clean up or damage caused by visitors' pets.

- (5) Exotic pets including snakes, rodents (except hamsters) and reptiles are not permitted.
- (6) Vicious dogs are not permitted in any strata lot or on any portion of the common property. A vicious dog includes:
 - (a) any dog that has killed or injured:
 - (i) any person; or
 - (ii) another animal while running at large; or
 - (b) any dog that aggressively harasses or pursues another person or animal while running at large; or
 - (c) any dog owned primarily or in part for the purpose of dog fighting or which has been trained for dog fighting.
- (7) All pets shall be registered with the strata council. Dogs and cats must wear collar identification with the name and unit number of the owner.

32. Cannabis and Tobacco Culture

- (1) Growing of tobacco or marijuana is prohibited in the strata lots and the common property.

33. Quorum for Annual or Special General Meeting

If fewer than 1/3 of the eligible voters are present in person or by proxy at the time appointed for any annual or special general meeting, a quorum will be those eligible voters present in person or by proxy one half hour after the time appointed for the meeting.

34. Motor Vehicles and Parking

- (1) Any Owner, Tenant or Occupant may use the parking space which has been specifically assigned to his Strata Lot for one vehicle and/or a motorcycle. The motorcycle must be parked in front or behind the automobile without any part of the motorcycle or car protruding from the designated parking space and into common property.
- (2) The parking spaces assigned to a Strata Lot shall not be rented or leased to a non-resident.
- (3) An Owner, Tenant or Occupant shall be parked on limited common property in designated and assigned parking spaces only; no motor homes, trailers, boats or equipment of any kind shall be parked on the common property.
- (4) Motor vehicles found in unauthorized areas will be removed immediately, without notice, at the vehicle Owner's sole expense.
- (5) Parking will not be permitted under any circumstances on interior roadways or in driveways. Any motor vehicle found parked in a prohibited area will be removed, without notice, at the vehicle Owner's sole expense.

- (6) No motor vehicles shall be parked in a manner that will reduce the width of the garage, roadway, neighbor's parking spaces, stairwells and/or walkways. Motor vehicles found parked in this manner shall, without notice, be removed at the vehicle Owner's sole expense.
- (7) Parking spaces are not to be used for storage of any kind. The Strata Corporation will remove any items stored in an Owner's parking space and any costs incurred in doing so shall be assessed against the Strata Lot Owner's Strata account.
- (8) No repairs to motor vehicles shall be carried out on common property.
- (9) Oil leaks and exhaust pollution stains are the responsibility of the Owner and must be cleaned up by the Owner. Owners of motor vehicles causing oil staining shall at the Strata Corporation's notification, clean up all drippings, or on failure to do so within seven (7) days' notice, the Strata Corporation will have the stain cleaned up and a minimum clean up charge of \$50.00 will be assessed to the Strata Lot.
- (10) Only motorized, currently licensed and/or insured and operational motor vehicles shall be parked on the Strata Corporation property. Motor vehicles not bearing current license plates must provide a copy of valid storage insurance (for a minimum of \$1,000,000.00 liability) or the vehicle will be towed away at the vehicle Owner's sole expense, immediately without notice.
- (11) An Owner, Tenant or Occupant who finds an unauthorized vehicle parked in his assigned parking space must contact the Building Manager, who will in turn contact the towing company to have the vehicle removed at the vehicle Owner's sole expense.
- (12) The speed limit within the common property is 10 kilometers per hour.
- (13) No honking or other noise, which is a nuisance, will be made by any vehicle in the Strata plan. Owners of vehicles with car alarms are asked to ensure that the alarms are not overly sensitive to passing motor vehicles.
- (14) Fire lanes must not be obstructed at any time.
- (15) Any vehicle violating the parking Rules and Regulations may be towed away immediately at the vehicle Owner's sole expense.
- (16) No cardboard, drip pan, or kitty litter is allowed to be used in any of the parking spaces. Any cars found to leak oil will be fined as per the Strata's Rules and Regulations, billed the cleanup costs, and can be requested not to park on common property. Any residents who after they receive 14-day notice continue to park their car may result in the car being towed at the Owner's expense.

35. Visitor's Parking

- (1) Visitor parking in the designated EPS5983 visitor parking area shall be on a first come, first served basis and is for the exclusive use of visitors of residents, or tradespeople providing services to a resident or the Strata Corporation.
- (2) Residents, whether living at Scott & Nicholson full-time or part-time, must not park their personal vehicles in visitor parking stalls at any time.
- (3) All vehicles using visitor parking must be registered through the Strata Corporation's visitor parking management system, currently Park10X, or any other system approved by the Strata Council from time to time.
- (4) A visitor parking registration must be completed before or immediately upon parking in a visitor parking stall. Failure to properly register the vehicle may result in fines, towing, or both.
- (5) Visitor parking is limited to a maximum duration of twenty-four (24) hours unless prior approval is obtained from the Building Manager or Strata Council.
- (6) No vehicle may use visitor parking for more than seven (7) consecutive days, or portion thereof, without prior approval.
- (7) No vehicle may use visitor parking for more than fourteen (14) days, or portion thereof, in a calendar month. For clarity, any use of visitor parking on a calendar date counts as one day, regardless of the number of hours parked.
- (8) Extended visitor parking may be approved by the Building Manager or Strata Council on a space-available basis and at the sole discretion of the Strata Council. Approval may be subject to registration through the visitor parking management system.
- (9) Visitor parking stalls must not be used for storage or for parking motor homes, trailers, tractors, boats, equipment, or uninsured/inoperable vehicles.
- (10) Visitor's pets must not be left unattended in vehicles at any time and must be leashed while on common property.
- (11) Residents who abuse visitor parking privileges may have those privileges revoked for a period of ninety (90) days for a first offence and one (1) year for each subsequent offence.
- (12) Vehicles parked in breach of this bylaw may be towed at the vehicle owner's expense, and the Strata Corporation may impose fines or other enforcement measures permitted under the Strata Property Act, bylaws, and rules.

36. Moving In/Moving Out

- (1) An Owner or a Resident intends to move in or move out shall make an appointment with the Building Manager having regard for the convenience of all concerned and noise abatement.
- (2) A minimum of 72 hours advance notice shall be given to the Building Manager about any move in or out, and full instructions for the operation of a move shall be obtained from the Building Manager.
- (3) Moves are restricted to the hours between 9:00 a.m. and 5:00 p.m., Monday through Friday, except by special arrangement with the Building Manager. In any event no moving activities shall take place on any day after 9:00 p.m.
- (4) An elevator without floor mats and wall pads installed to protect the elevator floor and walls shall not be allowed to be used for moving.
- (5) A moving party shall allocate one person attending at the lobby door at all times, or the moving party shall keep all lobby doors closed and locked when unattended.
- (6) An Owner is responsible for all moves in or out of their Strata Lot and the cost to repair any damage to Common Property resulting from a move. Any damage occurring because of a move, will be assessed by the Building Manager along with the moving party and will be charged to the Owner. The Building Manager will conduct an inspection before and after the move and will report to the Property Manager for further assessment if damages occur.
- (7) A refundable fee of \$300.00 in cash shall be deposited to the Building Manager before a move in or out can proceed. The deposit will be returned after the move is complete and no damage is found during the inspection.
- (8) A moving in fee of \$100.00 must be paid by the Owner to the Strata Corporation before a move can proceed.
- (9) All moves in or out shall be through the nearest entrance door.

37. Garbage Room

- (1) Garbage and recycling should be disposed of properly, and in the garbage room.
- (2) Ordinary household refuse and garbage will be removed from each Strata Lot by the Owner/Resident and deposited in the garbage receptacles provided for that purpose. Any materials other than ordinary household refuse and garbage such as discarded furniture, etc. is the sole responsibility of the Owner/ Resident and will be removed from the Strata Plan at the expense of or by the Owner/Resident.
- (3) All garbage shall be properly bagged and securely tied in plastic bags before being taken to be placed in the garbage receptacles. Empty cardboard boxes will be

collapsed before they are placed into the garbage container specifically for cardboard.

- (4) All recycling must be disposed into the correct recycling bins.
- (5) Litter and garbage which is spilled or dropped from a Strata Lot will be the responsibility of the Owner/Resident and must be tidied up by the Owner/Resident as soon as possible.
- (6) At no time will rubbish, garbage, boxes, packing cases, batteries, fenders or the like be left in the parkade, doorways or any other part of the Common Property.
- (7) No garbage is to be thrown, left and/or deposited in the stairwells or fire exits.
- (8) No garbage is to be left outside strata lots or in the hallways on any floor of the building.
- (9) Littering is punishable by a fine of \$200. Any unwanted junk or garbage left in the garbage room, or any common area is subject to a disposal fee of up to \$150, as well as an applicable bylaw fine.

38. Quiet Hours

- (1) All Owners, Tenants and Occupants have a right to quiet and peace in their residence at all times. Undue and excessive noise by any Owner, Tenant, Occupant, visitor, employee, pet or other invitee of a Strata Lot including but not limited to that from appliances, machinery, sound/music systems, televisions, instruments, wind chimes, computer, games and voices, is not permitted.
- (2) The Owner of a Strata Lot shall be specifically responsible for the activities of co-Owners, Tenants, Occupants, visitors, pets or other invitees of his Strata Lot. A quiet period shall be in force for the entire Strata Corporation from 10:00 p.m. until 8:00 a.m. every day, at which time Owners and everyone else on the premises are expected to take special care and attention to not make noise.

39. Building Security

- (1) No one shall leave open or unlock any outside entrance or exterior and interior fire exit door.
- (2) For security protection or property, Residents entering or leaving the parking garage must wait until the security gate has fully closed before proceeding. If more than one (1) vehicle is entering or leaving the parking area, it is the responsibility of the driver of the trailing vehicle to wait until the security gate has fully closed before proceeding.

- (3) Do not allow strangers to enter the building anytime. Do not allow unidentified persons to follow you through the door when you enter. If a person will not identify themselves or show their key fob, notify the Building Manager immediate.
- (4) Residents should report to the Management Company or the Police any suspicious person(s) in or around the building.
- (5) All keys to locks on the common property will be made and issued only with the authority of the Council.
- (6) All fobs lost or stolen shall be reported to the Building Manager immediately.
- (7) No soliciting will be permitted within the Strata Plan under any circumstances.
- (8) Security of the building cannot be maintained without the full cooperation and observance of these Rules by all Residents.
- (9) Following a fob audit conducted by the Strata Corporation, any unreported fobs that need to be reactivated after the deadline date set by the Strata Corporation will be subject to a \$25.00 reactivation administration fee for each fob.

40. Hazards and Insurance

- (1)
 - (a) For the purposes of this bylaw, “smoke” or “smoking” includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other substances.
 - (b) An owner, tenant, occupant or visitor must not smoke anywhere on or within Strata Plan EPS5983 including in a strata lot and all of the Common Properties.
 - (c) An owner, tenant, occupant or visitor must not smoke in or on any interior or exterior common property or limited common property, including a balcony, patio or deck; or anywhere that is within six (6) meters of a door, window or air intake located on the Strata property. Scott & Nicholson is a smoke free building.
- (2) Smoking is not permitted in any of the indoor common areas, including the elevators, lobbies and stairwells Alcohol is not permitted in any common areas, except those as permitted under the Bylaws and Rules.
- (3) Owners, Tenants and Occupants are responsible for any damage caused by an appliance or other fixtures within their Strata Lot.
- (4) All freshly cut and “live” Christmas trees are prohibited in the building.
- (5) Any holiday decorations shall be removed from all publicly visible areas (including balconies) within two weeks of the holiday in question.

- (6) Owners, Tenants and Occupants shall not do anything that will cause a safety hazard to the building and/or other residents including interfering with proper closure of fire doors by adjusting the door closer by blocking the doors open, and/or by encumbering the hallways, landings or stairways with boxes, rubbish and/or bicycles.
- (7) No one shall be allowed to play, skateboard, or rollerblade in the underground parking areas, or any other common areas at any time.
- (8) Owners, Tenants and Occupants must not permit explosive, combustible, flammable or offensive materials to be stored within their Strata Lot or on common property. A small supply of fuel normally used for gas barbecues and outdoor heaters may be stored on the balcony.
- (9) All Tenants, Residents and Owners of Strata Plan EPS5983 must have at least \$1,000,000 liability insurance prior to completion of purchase, or occupancy. Certificate of insurance must be provided at time of "move-in" booking.
- (10) An Owner must pay the insurance deductible portion of any insurance claim filed by the Strata Corporation within sixty (60) days of the written issuance of the charge if such claim results from damages caused to the common property, including limited common property or common assets and all items that the Strata Corporation is responsible for insuring as defined under Section 149 of the Strata Property Act by the negligence or accident of the Owner or Owner's tenant, resident, or guest or from a fixture that the Owner is responsible for repairing and maintaining.
- (11) All Tenants, Residents and Owners must purchase individual contents insurance for their Strata lot. The contents insurance must also have coverage to protect the Owner against a Strata insurance deductible chargeback, as well as any cost to repair common property charge by the Strata Corporation. The Strata lot Owner must show proof of insurance to the Strata Corporation by September 1st of each year.
- (12) Nothing shall be allowed to fall from a window or balcony of a Strata Lot. Cigarettes, matches, bottles, cans or any other item dropped or thrown from a Strata Lot will result in an immediate \$200 fine.
- (13) Owners, Tenants and Occupants are responsible for any damage caused by a waterbed, appliance or other fixtures within their Strata Lot.

41. Short-Term Accommodations

- (1) A strata lot must not be used for short-term accommodation purposes, such as a bed-and-breakfast, lodging house, hotel, motel, home exchange, time share, corporate housing or vacation rental. Without limiting the generality of the foregoing, an owner, tenant, or occupant must not enter into a license for the use of

all or part of a strata lot and must not advertise the unit for rent on websites such as but not limited to Airbnb, VRBO, etc.

- (2) The Strata Corporation may fine an Owner or Tenant a maximum of \$1,000 per day for each contravention of Bylaw 41(1).
- (3) All fines are due and payable within seven (7) days of the written issuance of the fine.

42. Electronic Communication

- (1) All Annual and Special General Meeting notice packages, all minutes for Annual and Special General Meetings, all Strata Council Meeting minutes, and memorandums are to be sent to Owners via email if the Owner has signed up on the management company's website to receive communication by email.

<i>Reg. Date</i>	<i>Reg. #</i>	<i>Meeting</i>	<i>Bylaws</i>
June 20, 2023	CB700159	As passed at the AGM held on March 1, 2023	Add bylaws 34 – 40 & amended bylaw 23
July 3, 2024	CB1420974	As passed at the AGM held on May 27, 2024	Add bylaws 41
June 20, 2025	CB2122664	As passed at the AGM held on May 26, 2025	Add bylaws 42
June 26, 2026	CB2881859	As passed at the AGM held on June 18, 2026	Bylaws amendment 35