STRATA PLAN BCS 3422

[SALUS – ALL SECTIONS]

BYLAWS

Registration Date:	Registration #:
Amended: August 13, 2009	Registration #: BB0799552
Amended: November 9, 2010	Registration #: BB1293004
Amended: October 11, 2011	Registration #: BB1349669
Amended: October 11, 2013	Registration #: CA3400171
Amended: November 15, 2017	Registration #: CA6448493
Amended: October 31, 2018	Registration #: CA7163154
Amended: November 19, 2020	Registration #: CA8581550
Amended: December 1, 2021	Registration #: CA9551458
Amended: October 25, 2022	Registration #: CB304939

Attached are the Bylaws for Strata Plan BCS 3422.
For legal purposes, please obtain a true copy of the Bylaws as registered in the Land Title Office.

Please note: This Bylaw package may or may not contain the basic Bylaws of the Strata Property Act.

INDEX

DIVISION 1 - DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS **3**
1. Late Payment of Strata Fees 3
2. Repair and Maintenance of Property by Owners 3
3. Use of Property 3
4. Inform Section 5
5. Obtain Approval Before Altering a Strata Lot 5
6. Obtain Approval Before Altering Common Property 6
7. Permit Entry to Strata Lot 6
8. Move In 6
DIVISION 2 - POWERS AND DUTIES OF SECTION **7**
9. Repair and Maintenance of Property by Section 7
DIVISION 3 – EXECUTIVE **7** 10.
Executive Size 8 11.
Executive Members' Terms 8 12.
Removing Executive Member 8 13.
Replacing Executive Member 9 14.
Officers9 15. Calling Executive Meetings 9 16.
Requisition of Executive Hearing 10
17. Quorum of Executive 10
18. Executive Meetings 10
19. Voting at Executive Meetings 10
20. Executive to Inform Owners of Minutes 10
21. Delegation of Executive's Powers and Duties 11
22. Spending Restrictions 11
23. Limitation on Liability of Executive Member 11
DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES **11**
24. Maximum Fine 11
25. Continuing Contravention 10
DIVISION 5 - ANNUAL AND SPECIAL GENERAL MEETINGS **12**
26. Person to Chair Meeting 12
27. Meeting, Meeting Procedure and Quorum 12
28. Participation by Other than Eligible Voters 12
29. Voting 12
30. Order of Business 13
DIVISION 6 - VOLUNTARY DISPUTE RESOLUTION **13**
31. Voluntary Dispute Resolution 13
DIVISION 7 – MARKETING ACTIVITIES BY OWNER DEVELOPER **14**
32. Owner/Developer 14
33. Exterior Appearance 14
34. Additional Provisions 14- 16
DIVISION 8 – SEPARATE SECTIONS **16**
35. Definitions 16
36. Creation of Separate Sections 17
37. Duties of Separate Sections 17
38. Powers of Separate Sections 18
39. Other Provisions Relating to Separate Sections 19
DIVISION 9 – SMOKING **20**
40. Smoking Restrictions 20
41. Non-Cultivating (growing) any form of Marijuana (Cannabis) 20
42. Security & Privacy Measures 21
DIVISION 10 - MISCELLANEUOS
43. Heat Pump and Air Conditioner 24
44. Short-Term Rentals 24

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

1. Late 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) If an Owner is late in paying his or her Strata Fees, the Owner must pay to the Strata Corporation interest on the late payment in the amount of 10% per annum, compounded annually and calculated on a monthly basis commencing from the date the payment was due and continuing until the last day of the month in which it is paid.

(3) Strata Fees not received by the 15th of the month in question will also be subject to a $50.00 penalty and if not received by the 15th of the following month, will be subject to an additional $50.00 penalty per month.

(4) Monies received by the Strata Corporation from an owner or on behalf of the owner, shall be applied against the account relating to that owner's strata lot in the following order of priority: *(Adopted: AGM October 1, 2013)*

(a) outstanding strata fees of the Strata Corporation;
(b) outstanding strata fees of the applicable Section;
(c) outstanding contributions required pursuant to a special levy of the Strata Corporation;
(d) outstanding contributions required pursuant to a special levy of the applicable Section;
(e) interest on unpaid strata fees or levies of the Strata Corporation;
(f) interest on unpaid strata fees or levies of the applicable Section;
(g) the cost to repair damage (including but not limited to insurance deductible) for which the owner is responsible to pay to the Strata Corporation pursuant to the Bylaws or the Strata Property Act;
(h) the cost to repair damage (including but not limited to insurance deductible) for which the owner is responsible to pay to the applicable Section pursuant to the Bylaws or the Strata Property Act;
(i) fines of the Strata Corporation;
(j) fines of the applicable Section;
(k) the cost of remedying the contravention of a bylaw or rule of the Strata Corporation;
(l) the cost of remedying the contravention of a bylaw or rule of the applicable Section.

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 Section 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 Section 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 Section must repair and maintain under these Bylaws or insure under section 149 of the Act.

(3) An Owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

(4) 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) one dog or one cat.

(5) An Owner, tenant, occupant or visitor shall not:

(c) use a strata lot, the common property, any limited common property or any other common assets for any purpose which is illegal, injurious to the reputation of the building, causes a hazard to any other person, results in excessive or disproportionate use of the common property or the common facilities or is contrary to the uses permitted under applicable Zoning Bylaws and Regulations;

(d) make undue noise in or about, or use or permit the use of a strata lot, common property or limited common property in a manner which would create undue noise, emit odours, create a nuisance or offend the moral standards of the community within which the strata lot is located or which would disrupt the Owner, tenant or occupant of any of the strata lots or any of their visitors, customers or clients. Use of the play area and lawn shall be restricted to 9:00 a.m. to 9:00 p.m. seven days a week and use of the amenity building will be restricted to 7:00 a.m. to 10:00 p.m. seven days a week;;

(e) hang or place any window drapes, blinds, signs or other objects on Common Property, Limited Common Property, or within a Strata Lot which will adversely affect the consistency of the exterior appearance of the building.

(Amended by amending at AGM on October 27, 2020)

((f) deposit household refuse and garbage on or about the common property or limited common property except in places designated by the Strata Executive from time to time. Any materials other than ordinary household refuse and garbage shall be disposed of either by or at the expense of the Owner;

(g) move or permit to be moved furniture or furnishings in or out of the building except in accordance with the Rules and regulations passed by the Strata Executive from time to time.

(h) park any recreational vehicle, boat, trailer or other property, except passenger vehicles, on the common property or limited common property without approval of the Strata Executive.

(i) contravene any Rule or regulation established by the Management Committee governing the administration and maintenance of the common property, or any other common assets of the Section and the neighbouring Section pursuant to a mutual easement agreement charging the development and the neighbouring development.

(6) Christmas lights (or any other exterior decorative lights) shall be permitted between November 15th and January 31st only and shall not be attached in a manner which would cause damage the building's structure.

Christmas trees must be artificial and no live or freshly cut trees will be allowed.

All artificial trees, decorations, and lights, whether used indoors or outdoors must be CSA fire rating approved.

Use of Patios and Balconies

(1) (a) An Owner, tenant or occupant of a strata lot may place planters or other such items or equipment within specified parts of the limited common property designated on the Strata Plan exclusively for the use of such Owners ensuring that such planters, plants, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the Owners, tenants or occupants entitled to the use of the limited common property on which they are placed.

(b) An Owner, tenant or occupant of a strata lot may place planters and plants within specified areas of the common property with prior written approval from Executive of a design that is in agreement with the Strata property landscaping plan, considering aesthetics, fit with the surroundings and plant type maintenance issues. Any such planters and plants are provided at the expense of the Owner, tenant or occupant to which approval has been granted and will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance is solely that of the Owner, tenant or occupant to which approval has been granted.

(2) An Owner, tenant or occupant must not place any indoor-outdoor carpeting on any deck, patio or balcony or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, planter boxes securely mounted inside the balcony rail, gas barbecues, summer furniture and accessories. Hanging plants or baskets or other hanging items must be placed no closer than one (1) foot from the balcony railing line;

(3) An Owner, tenant or occupant must not permit the accumulation on any deck, terrace, patio, balcony, adjoining his strata lot of any ice, snow, leaves or debris or permit anything to happen which would develop any drainage problem for or cause damage to any other Owner or the common property;

(4) An Owner, tenant or occupant shall not keep any pets on balconies nor allow them to urinate or defecate on them.

(5) An Owner, tenant or occupant shall not use their balcony or patio for hanging laundry, including towels or other items not specifically permitted by Executive. Only patio furniture, flowers and shrubs may be located on balconies and patios.

(6) Boxes, pet containers, appliances, tires, garbage of any kind, storage sheds, are specifically not allowed on any balcony or deck. ***(Repealed at AGM - October 25, 2022)***

4. Inform Section

(1) Within 2 weeks of becoming an Owner, an Owner must inform the Section of the Owner's name, strata lot number and mailing address outside the Strata Plan, if any.

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

5. Obtain Approval Before Altering a Strata Lot

(1) An Owner must obtain the written approval of the Section 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 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 Section must insure under section 149 of the Act.

(2) The Section 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 Section before making an alteration to common property, including limited common property, or common assets.

(2) The Section 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 Section to enter the strata lot

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

(b) at a reasonable time, on 48 hours' written notice,

(i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Section to repair and maintain under these Bylaws or insure under section 149 of the Act, or

(ii) to ensure compliance with the Act and the Bylaws.

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

(3) Upon two (2) weeks' written notice, Owners shall permit access for the Strata Corporation's Fire Safety company to inspect in-suite fire equipment as part of the annual fire testing which shall include but not be limited to smoke detectors, and, or fire sprinklers.

(4) The Strata Corporation as part of the annual operating budget shall bear the cost of the aforementioned inspections but shall not be responsible for any cost associated to any replacement of in-suite fire equipment. Any cost of repairs or maintenance or replacement of the smoke detectors or carbon monoxide sensors in the strata lot shall be borne by the strata lot Owner. Subsequent visits will be charged back to the respective Owners that missed their inspection visits.

(Amended by adding at AGM on October 27, 2020)

8. Move in Fee

(1) Each time that an owner, tenant, or occupant moves substantially, or the whole of their household furnishings and personal possessions into or out of a strata lot, the owner of the strata lot will pay to the strata corporation a fee of $200.00

(Amended at AGM – October 25, 2022)

for move in charge at the commencement of the resident’s occupancy.

(2) An appointment for a moving in/out time must be made with the building manager. Every owner or tenant moving either into or out of the building must complete a move in/out form from the building manager before an appointment can be made. By signing this form, the individual concerned acknowledges the bylaws and rules that apply to move ins/outs and agrees to comply with these bylaws.

(3) Whenever possible, a minimum of one (1) weeks’ notice is required to be given to the building manager, prior to any move in/out.

(4) Hours of move-ins and move-outs are allowed only between 9:00 a.m. to 12:00 p.m. and 1:00 p.m. to 4:00 p.m.

(5) Full instructions for the operation of the move will be given by the building manager.

(6) Owners will be responsible for any tenant or occupant in their strata lot moving in or out of the building and will be responsible for any damage to the common property. To this end, a refundable cash damage deposit of $200.00 must be paid to the building manager before permission to move in or out will be given. The building manager will then pad and lock out an elevator. Following completion of the move and an inspection of the common areas confirming no damage was incurred, the elevator will be unlocked. Any damage caused to the building during a move in/out will be assessed by the building manager and the cost of repairing this damage deducted from the aforementioned damage deposit.

(7) Elevator mats must be installed to protect the elevator floors.

(8) The building manager and the moving party will make a before and after inspection of the area through which the moving will take place. If damage has occurred as a result of that move, the cost of repairs related shall be assessed to the individual strata lot owner in addition to the move-in fee.

(9) During the move, all lobby doors must remain closed and locked when unattended.
(10) Unscheduled moves will be subject to a $200 fine.

(11) A fine will be charged if the elevator is not booked in advance through the building manager for delivery of furniture or items blocking access to 25% or more of the elevator floor space.

(Amended by adding at AGM on October 27, 2020)

Division 2 - Powers and Duties of Section

9. Repair and Maintenance of Property by Section

(1) The Section must repair and maintain all of the following:
- (a) common assets of the Section;
- (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 and windows 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;
    - (F) maintenance and landscaping of 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 and windows 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.

Insurance, Insurance Deductible and Damage to Property

(1) The owner of a strata lot shall be obligated to pay to the Section upon demand the amount of any insurance deductible paid by the Section in relation to any claim made under or against the Section's insurance policy, the cause of which claim the owner, a tenant, an occupant of that owner's strata lot or their guest or invitee are responsible for or the source of the damage giving rise to the claim originated in that owner's strata lot.

(2) If an owner makes an insurance claim under the Section's insurance policy in relation to any portion of that owner's strata lot which the Section is required to insure for which the owner, a tenant, an occupant of that owner's strata lot or their guest or invitee are responsible for the damage which gave rise to the claim or the source of which originated in that owner's strata lot, the owner shall pay directly any deductible related to such claim.

(3) The Section, subject to the terms of the *Strata Property Act* and these bylaws, shall recover from an owner or tenant (as the case may be) the costs to repair any physical damage to the common property, limited common property or those portions of a strata lot which the Section is required to repair and which is not covered by the Section's insurance policy for which the owner, a tenant, an occupant of the strata lot or their guest or invitee are responsible or the source of which originated in that strata lot. The Section may choose to seek recovery (including legal action) from only the owner of a strata lot in relation to damage caused by a tenant or occupant of that strata lot or their guest or invitee. Nothing in this section shall act to restrict the rights of the Section pursuant to section 133 of the *Strata Property Act*.

(4) The owner of a strata lot shall be obligated to pay to another owner the costs (including any insurance deductible) to repair any damage to that other owner's strata lot for which the owner, a tenant, an occupant of the strata lot or their guest or invitee are responsible or the source of which originated in the owner's strata lot.

(5) An Owner, and, or tenant is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance. Without limiting the foregoing, an Owner, and, or tenant is responsible for obtaining sufficient insurance coverage permissible to pay any deductibles payable under the strata insurance for which the Owner or tenant is responsible.

(Amended by adding at AGM on October 27, 2020)

Division 3 - Executive

10. Executive Size

(1) Subject to subsection (2), the Executive must have at least 3 and not more than 7 members.

(2) If the Strata Plan has fewer than 4 strata lots or the Section has fewer than 4 Owners, all the Owners are on the Executive.

11. Executive Members' Terms

(1) Notwithstanding Division 3, Bylaw 10, the term of office of a Council member ends at the end of the Annual General Meeting at which a replacement is elected.

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

(3) The spouse of an owner is eligible for service on Council but only one of the spouses or the owner may be a member of the Strata Council at any one time.

12. Removing Executive Member

(1) Unless all the Owners are on the Executive, the Section may, by a resolution passed by a majority vote at an annual or Special General Meeting, remove one or more Executive members.

(2) After removing an Executive member, the Section must hold an election at the same annual or Special General Meeting to replace the Executive member for the remainder of the term.

13. Replacing Executive Member

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

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

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

(4) If all the members of the Executive resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Section's votes may hold a Special General Meeting to elect a new Executive by complying with the provisions of the Act, the regulations and the Bylaws respecting the calling and holding of meetings.

14. Officers

(1) At the first meeting of the Executive held after each Annual General Meeting of the Section, the Executive 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 Executive members may appoint a replacement officer from among themselves for the remainder of the term.

15. Calling Executive Meetings

(1) Any Executive member may call a Executive Meeting by giving the other Executive 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 Executive Meeting may be held on less than one week's notice if
- (a) all Executive members consent in advance of the meeting, or
- (b) the meeting is required to deal with an emergency situation, and all Executive members either
  - (i) consent in advance of the meeting, or
  - (ii) are unavailable to provide consent after reasonable attempts to contact them.

(4) The Executive must inform Owners about a Executive Meeting as soon as possible after the meeting has been called.

16. Requisition of Executive Hearing

(1) By application in writing, stating the reason for the request, an Owner or tenant may request a hearing at a Executive Meeting.

(2) If a hearing is requested under subsection (1), the Executive must hold a meeting to hear the applicant within 2 weeks of the request.

(3) If the purpose of the hearing is to seek a decision of the Executive, the Executive must give the applicant a written decision within one week of the hearing.

17. Quorum of Executive

(1) A quorum of the Executive is
- (a) 1, if the Executive consists of one member,
- (b) 2, if the Executive consists of 2, 3 or 4 members,
- (c) 3, if the Executive consists of 5 or 6 members, and
- (d) 4, if the Executive consists of 7 members.

(2) Executive members must be present in person at the Executive Meeting to be counted in establishing quorum.

18. Executive Meetings

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

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

(3) Owners may attend Executive Meetings as observers.

(4) Despite subsection (3), no observers may attend those portions of Executive Meetings that deal with any of the following: 9
- (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 Executive's opinion, unreasonably interfere with an individual's privacy.

19. Voting at Executive Meetings

(1) At Executive Meetings, decisions must be made by a majority of Executive 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 Executive Meeting, the President may break the tie by casting a second, deciding vote.

(3) The results of all votes at a Executive Meeting must be recorded in the Executive Meeting Minutes, along with the names of the Executive members moving and seconding any resolutions, and the names of any dissenting or abstaining Executive members.

20. Executive to Inform Owners of Minutes

(1) The Executive must inform Owners of the Minutes of all Executive Meetings within 2 weeks of the meeting, whether or not the Minutes have been approved.

21. Delegation of Executive's Powers and Duties

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

(2) The Executive 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 Executive 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.

22. Spending Restrictions

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

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

23. Limitation on Liability of Executive Member

(1) A Executive 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 Executive.

(2) Subsection (1) does not affect a Executive member's liability, as an Owner, for a judgment against the Section.

Division 4 - Enforcement of Bylaws and Rules

24. Maximum Fine

(1) The Section may fine an Owner or tenant a maximum of:

(a) $1,000 for the contravention of Bylaw 44;
(b) $200 for each contravention of a Bylaw, and
(c) $50 for each contravention of a Rule.

(Repealed at AGM – October 25, 2022)

(2) Each Owner and tenant is responsible for payment, without invoice, of any money (other than Strata Fees, but including Special Levies) owing to the Section as provided for in the Act or these Bylaws and if the Owner or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the Owner or tenant will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of $25.00 and if such default continues for a further 15 days, an additional fine of $25.00 will be levied against and paid by the Owner or tenant, as the case may be, and for each additional month such default continues,

an additional fine of $25.00 will be levied against and paid by the Owner or tenant.

(3) Additional assessments, fines authorized by these Bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the Section either to enforce these Bylaws as they may be amended from time to time, or any Rule which may be established from time to time by the Executive pursuant to the Act or these Bylaws, shall become part of the assessment of the Owners responsible and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a Bylaw will be calculated as a separate component of such assessment and the Section may not register a lien against such separate component.

25. Continuing Contravention

(1) If an activity or lack of activity that constitutes a contravention of a Bylaw or rule continues, the Strata Corporation may impose fines as follows:

(a) for the breach of Bylaw 44, on daily basis; and

(b) for a breach of any bylaw, every 7 days.

(Repealed at AGM – October 25, 2022)

Division 5 - Annual and Special General Meetings

26. Person to Chair Meeting

(1) Annual and Special General Meetings must be chaired by the President of the Executive.

(2) If the President of the Executive is unwilling or unable to act, the meeting must be chaired by the Vice-President of the Executive.

(3) If neither the President nor the Vice-President of the Executive 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.

27. Meeting, Meeting Procedure and Quorum

(1) One third of the persons entitled to vote present in person or by proxy constitutes a quorum.

(2) Notwithstanding section 48(3) of the *Strata Property Act*, if at the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case the eligible voters present in person or by proxy shall constitute a quorum.

(Amended: AGM October 1, 2013)

28. 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.

29. 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 Executive or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

30. Order of Business

(1) The order of business at annual and Special General Meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve Minutes from the last annual or Special General Meeting;
- (g) deal with unfinished business;
- (h) receive reports of Executive 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 Section 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; 12
- (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) Select an Executive, if the meeting is an Annual General Meeting;
- (n) terminate the meeting.

Division 6 - Voluntary Dispute Resolution

31. Voluntary Dispute Resolution

(1) A dispute among Owners, tenants, the Section 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 Section 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

32. Owner/Developer

During the time that the Owner Developer of the Section is the first Owner of any units, it shall have the right to maintain any unit or units whether owned or leased by it as a display unit and carry on all sales functions it considers necessary in order to enable it to sell the units or to sell other condominium units developed by the Developer or a company or companies affiliated with the Developer.

33. Exterior Appearance

(1) No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or limited common property or a strata lot without prior written approval by the strata Executive save and except for the signage permitted by the Owner Developer pursuant to Section 30 and the advertising for the resale or rental of a strata lot permitted pursuant to Section 32(13).

(2) No awning, shade screen, smoke stack, satellite dish, radio or television antenna shall be hung from or attached to the exterior of a strata lot without prior written consent of the Strata Executive.

(3) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, decks, patios, or other parts of a strata lot so that they are visible from the outside of the buildings. Visible deck or patio storage is prohibited

(4) Drapes or blinds visible from the outside of the building shall be neutral in colour,

34. Additional Provisions

(1) Any maintenance or alteration to a strata lot fire alarm system shall be carried out by the company retained by the Section to maintain the building fire alarm system.

(2) The owners of pets shall be fully responsible for their behaviour within the common property, If a pet is deemed to be a nuisance by the Strata Executive, it shall be removed from the Section within thirty (30) days. Strata lot owners are responsible for advising their visitors of the Rules concerning pets and will be responsible for any clean up or damage repair caused by their guests' pets. No Owner or resident shall feed pigeons, seagulls, crows, starlings and other large birds from any strata lot or the common property.

(3) No item shall be brought onto or stored in a strata lot or the common property which will in any way increase or tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the section or which will invalidate any insurance policy.

(4) Mops or dusters of any kind shall not be shaken, and nothing shall be thrown out of any window, door, passage or other parts of the strata lot or the common property. No material substances, especially burning material such as cigarettes or matches shall be permitted to be dropped from any window balcony, door, patio or other part of a strata lot or the common property.

(5) No enclosures of limited common property or other structural alterations either to the interior of the strata lot or the exterior of the common property or changes in flooring materials shall be made nor any other services altered or supplemented within any wails or on the common property without previous written approval by the Section.

(6) All grass, trees, paving and landscaping will be maintained by the Section, Owners shall not impede access by maintenance personnel to their limited common property,.

(7) Owners are responsible for watering the landscaping within their limited common property, The costs for rectifying any damage to landscaping caused by a failure to water will be charged to the Owner. Owners should make arrangements for watering during any prolonged absence.

(8) Parking stalls shall only be used for vehicles less than 4,000 kg G.V.W. owned or leased by persons who are residents of the building or visitors of such residents. A resident shall use only the parking spaces assigned to, his strata lot, save and except for private arrangements with other Owners for the use of parking spaces assigned to such other Owners. Assigned space(s) shall not be leased or rented to a non-resident,

(9) The user of each parking space will be responsible for the cleaning of any excessive oil spills in the parking space. Continuous oil spills will result in prohibition from parking on common property until the vehicle is repaired,

(10) Parking is only permitted in a designated parking space, and shall not reduce the. width of an access driveway. Any vehicle which does not comply with this paragraph may be removed at the Owner's expense.

(11) An Owner or resident shall not cause damage to trees, plants, bushes, flowers or lawns and shall hot place chairs, tables or other objects on lawns or grounds so as to damage them or prevent growth.

(12) No advertising for the resale or rental of a strata lot shall be permitted within the boundaries of the Section other than specified herein without the prior consent of the Strata Executive, The Strata Executive shall provide for a central resale directory board adjacent to the entry where strata lot Owners may advertise their strata lot for sale and the Strata Executive shall ensure that individual resale signage is restricted to notification in such directory.

(13) Owners shall refrain from causing unnecessary noise to other strata lots from any source including without limitation hard heeled footsteps, noise from kitchen sources, washing and drying machines stereos and parties. Owners with hardwood floors shall substantially cover the traveled areas of their hardwood floor surfaces with area rugs in order to reduce noise to adjacent strata lots.

(14) Where the Section 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 and capable of being used in connection with the enjoyment of any other strata lot or the common property, the Section and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner and shall make good any damage to the strata lot occasioned by such works and restore the strata lot to its former condition, laming the strata lot clean and free from debris,

(15) Any Owner of a strata lot who leases his lot without submitting a Form K in accordance with the Strata Property Act shall be liable to a fine of $250.00 for every month or part thereof that a tenant is in occupancy of the lot and the Form K is not submitted.

(16) In the event that an Owner of a strata lot or occupant thereof is the holder of a permanent disability handicap parking pass which has been obtained by formal application approved by a medical doctor (the "Parking Pass") and such Owner does not hold a lease of a handicap parking stall, such Owner may apply to the Section for a handicap parking stall in exchange for the regular parking stall which such owner holds. If there are no unallocated handicap parking stalls available, the Section may, in its absolute discretion, and in a fair and reasonable manner, determine which parking stalls shall be exchanged and give 30 days written notice to an Owner of a strata lot who holds a handicap parking stall (if such Owner or any full-time occupant of such strata lot does not hold a Parking Pass), and require an exchange of parking stalls pursuant to clause 4, l(e) of the Parking/Storage Locker Lease between Salus Adera Projects Ltd. and Adera Leasing Ltd. which obligations have been assumed by the Section. The Section,

acting reasonably, shall determine what constitutes a fair and reasonable manner for determining which parking stalls shall be exchanged and such decision shall not be subject to deal

(17) With respect to strata lots which include rooftop decks, hot tubs may not be installed on roof decks due to weight restrictions. In addition, each rooftop deck is limited to pots that measure no more than 26 inches in diameter, no more than 24 inches in soil depth and spaced 3 feet on centre between pots. Pots made of clay, ceramic, concrete or stone are not permitted due to weight. Any extra loads are to be approved by a structural engineer acceptable to the Strata Executive prior to placement.

(18) With respect to quorum requirements for Annual General Meetings of the Section; notwithstanding section 48(3) of the Strata Property Act the eligible voters present in person or by proxy, at call to order of the meeting shall constitute a quorum.

(19) Attendance by persons at an Annual or Special General Meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

(Amended by adding at AGM on October 27, 2020)

Flooring Underlay

(20) 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) the installation of ceramic tile, slate or similar flooring will not be permitted other than in a kitchen, bathroom or entryway of a strata lot;

(b) the installation of hardwood type flooring will require an acoustic underlay with a Sound Transmission Class and Impact Insulation Class rating of 72 dB or higher.

(c) Ceramic tiles on the kitchen and bathroom floors must also be installed with sound deadening underlay materials, and the details of this material must be submitted to Council.

(Amended by adding at AGM on October 27, 2020)

VEHICLE INSURANCE

(21) A resident storing a vehicle must provide proof of valid insurance to the strata Corporation on the commencement date of the storage and on request thereafter.

(Amended by adding at AGM on October 27, 2020)

These Bylaw amendments shall be read and construed in conjunction with the Bylaws and, except as modified and amended by these amendments the Bylaws shall continue in full force and effect.

Motor Vehicles & Parking

(22) Oil leaks, motor vehicle fluid leaks and exhaust pollution stains are the responsibility of the owner and must be cleaned up by the owner. Owners of motor vehicles causing staining shall at the strata corporation's notification, clean up all drippings, or on failure to do so within fourteen (14) days' notice, the strata corporation will have the stain cleaned up and the cost be assessed to the strata lot.

(23) 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 or the vehicle may be towed away at the vehicle owner's sole expense.

(24) Any vehicle violating the parking bylaws may be towed away at the vehicle owner's sole expense.

(25) A vehicle that continues to leak oil or pollutants may be removed.

(26) All vehicles are required to wait for the gate to close completely before parking or leaving the premises.

Small Claims Court Proceedings

(27) The strata corporation may proceed under the Small Claims Act, without further authorization by the owners, to recover money owing from an owner or other person.

(Added at AGM – October 26, 2021)

Division 8 – Separate Sections

35. Definitions

35.1 For the purposes of these bylaws:

(a) **"Apartment Owners"** shall mean the owners of the Apartment Strata Lots;

(b) **"Apartment Strata Lots"** shall mean the apartment-style strata lots known as Strata Lots 1 through 201 (inclusive) and 209 through 245 (inclusive), collectively;

(c) **"Townhouse Owners"** shall mean the owners of the Townhouse Strata Lots; and

(d) **"Townhouse Strata Lots"** shall mean the townhouse-style strata lots known as Strata Lots 202 through 208 (inclusive), collectively.

36. Creation of Separate Sections

36.1 The Apartment Owners shall form a separate section (the "**Apartment Section**") within the Section consisting of the Apartment Strata Lots. The "**Apartment Section**" shall be referred to as "**Section 1 of the Owners, Strata Plan BCS 3422**".

36.2 The Townhouse Owners shall form a separate section (the "**Townhouse Section**") within the Section consisting of all of the Townhouse Strata Lots. The "**Townhouse Section**" shall be referred to as "**Section 2 of the Owners, Strata Plan BCS 3422**".

37. Duties of Separate Sections

37.1 Each separate section of the Section shall:

(a) control, manage and administer the limited common property appurtenant to the separate section or to strata lots within the separate section and other assets of the separate section of the Section for the benefit of all members of the separate section;

(b) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators, and other apparatus and equipment used in connection with the limited common property appurtenant to the separate section or to strata lots within the separate section and other assets of the separate section;

(c) maintain all areas of limited common property appurtenant to the separate section or to strata lots within the separate section, both internal and external, including lawns, common gardens, common parking and storage areas, public halls and lobbies;

(d) maintain and repair (including renewal where reasonably necessary) pipes, wires, cables, chutes and ducts for the time being existing in the strata lots within the separate section and the limited common property appurtenant to the separate section or to the strata lots within the separate section and used exclusively for that section;

(e) collect and receive all contributions towards the expenses common to the separate section paid by the owners and deposit the same with a savings institution; and

(f) pay all sums of money properly required to be paid on account of all services, or supplies and assessments pertaining to, or for the benefit of, the separate section.

38. Powers of Separate Sections

38.1 A separate section of the Section may:

(a) purchase, hire or otherwise acquire personal property for use by the owners in the separate section in connection with their enjoyment of the limited common property appurtenant to the separate section or to strata lots within the separate section or the assets of the separate section;

(b) make such bylaws and/or rules as it may consider necessary or desirable from time to time in relation to the enjoyment, safety and cleanliness of the limited common property appurtenant to the separate section or to strata lots within the separate section, or other assets of the separate section;

(c) do all things necessary for the enforcement of the bylaws and/or rules of the separate section, and for the control, management and administration of the limited common property appurtenant to the separate section or to strata lots within the separate section, or other assets of the separate section generally, including removing privileges in use of certain facilities or fixing and collecting fines for contravention of the bylaws and/or rules;

(d) make an agreement with the owners in any other separate section in connection with the joint use of any facilities which are designated by the Strata Plan as being limited common property appurtenant to the separate section or any other separate section.

39. Other Provisions Relating to Separate Sections

39.1 Any resolutions passed by the Section or the executive of a separate section shall clearly state the particular strata lot or common property or limited common property to which such resolution applies and resolutions made by the executive of a separate section shall apply only to the strata lots within, and limited common property appurtenant to, that separate section or to strata lots within the separate section.

39.2 The powers and duties of a separate section shall, subject to any restriction imposed or any direction given at a general meeting of the separate section, be exercised and performed by the executive of the separate section and the members of the separate section may pursuant to these bylaws elect an executive, call and hold meetings and pass resolutions in the same manner as the Section.

39.3 The owner-developer shall exercise the powers and duties of the executive of each separate section until an executive is elected by the owners within the separate section.

39.4 At least 60 days prior to each Annual General Meeting, a nominating committee (the "**Nominating Committee**") comprised of 3 persons (2 from the Apartment Section and 1 from the Townhouse Section and none of which are sitting Executive members), shall be appointed by the Strata Executive and charged with the objective of presenting a panel of at least 1 for the position of the Corporate Strata President who will sit as a neutral party over the proceedings of the Corporate Strata Meetings.

39.5 The nominations of the Nominating Committee pursuant to bylaw **Error! Reference source not** applicable Notice of Annual General Meeting distributed to the Owners, provided that nothing in bylaw 0 or this bylaw 0 shall preclude an Owner from recommending a nominee to the Nominating Committee or making a nomination from the floor at the Annual General Meeting provided that such nomination is in writing on the prescribed form in accordance with the Act.

39.6 The executive of the Townhouse Section shall from the date of the first annual meeting of the owners consist of between 3 and 7 members elected by, from and among the owners of strata lots within the Townhouse Section.

39.7 The executive of the Apartment Section shall from the date of the first annual meeting of the owners consist of between 3 and 7 members elected by, from and among the owners of the strata lots within the Apartment Section.

39.8 The Corporate Strata Executive will be comprised of 3 officers from each of the Apartment Section and Townhouse Section executives in addition to the elected Corporate Strata President in accordance with bylaws 0 and 0.

39.9 At the first meeting after each Annual General Meeting of the Section, the executives of each section must elect from among its members a president, a vice president, a secretary and a treasurer and shall conduct its affairs in the same manner as the strata Executive is required to conduct its affairs pursuant to these bylaws.

39.10 The executive of each separate section shall keep, in one location, or in the possession of one person, and shall make available on request to an owner within the separate section or a person authorized by him/her:

(a) a copy of any 3/4 vote or unanimous resolutions passed by the separate section;

(b) copies of all the legal agreements to which the separate section is a party, including management contracts, deeds, agreements for sale, leases, licenses, easements or rights of way;

(c) minutes of all general meetings of the separate section; and

(d) minutes of all meetings of the executive of the separate section.

39.11 Any infraction or violation of any bylaws and/or rules established by a separate section pursuant to these bylaws on the part of an owner, his employees, agents, invitees, or tenants may be corrected, remedied, or cured by the separate section, and any costs or expenses expended or incurred by the separate section in correcting, remedying, or curing such infraction or violation, shall be charged to that owner or the occupier or tenant of all or a portion of the owner's strata lot by the separate section and shall become due and payable forthwith on demand for payment being made by the separate section.

39.12 Except as otherwise provided in this bylaw:

(a) expenses that are not attributable exclusively to the Townhouse Strata Lots or to the Apartment Strata Lots shall be borne by the owners of all strata lots in the proportion that the unit entitlement of each such strata lot bears to the aggregate of the unit entitlements of all such strata lots;

(b) expenses attributable exclusively to or reasonably allocable to the Townhouse Strata Lots including, but not limited to, the costs of utilities such as hot water, electricity,

(c) expenses attributable exclusively to or reasonably allocable to the Townhouse Strata Lots including, but not limited to, the costs of utilities such as hot water, electricity, heating and the cost of any necessary maintenance, repair and replacements to common areas used primarily by the occupiers of the Townhouse Strata Lots including areas designated as limited common property for the Townhouse Strata Lots (but excluding pipes, wires, cables, chutes and ducts within such limited common property areas which are used by or for the benefit of all strata lots), shall be borne by the owners of the Townhouse Strata Lots in the proportion that the unit entitlement of each strata lot bears to the aggregate of the unit entitlement of all Townhouse Strata Lots;

(d) expenses attributable exclusively to or reasonably allocable to the Apartment Strata Lots including, but not so as to restrict the generality of the foregoing, the cost of utilities such as hot water, electricity, heating and the cost of any necessary maintenance, repair and replacements to common areas used primarily by the occupiers of the Apartment Strata Lots including areas designated as limited common property for the Apartment Strata Lots (but excluding pipes, wires, cables, chutes and ducts within such limited common property areas which are used by or for the benefit of all strata lots, and all costs of operation, repair, maintenance and replacement of the elevators, including electrical consumption, shall be borne by the owners of the Apartment Strata Lots in the proportion that the unit entitlement of each strata lot bears to the aggregate of the unit entitlement of all Apartment Strata Lots;

(e) expenses attributable to or reasonably allocated to common areas, including but not so as to restrict the generality of the foregoing, the cost of insurance, management fees, repair and maintenance of common areas, which are not primarily attributable to either of the Apartment Section or the Townhouse Section, shall be borne by all of the owners of the Section in the proportion that each strata lot's unit entitlement bears to the aggregate of the unit entitlements of all Strata Lots.

39.13 With respect to certain expenses if the cost of insurance for the Section is increased by reason of the business or activities of the owner or occupier of any particular strata lot, the amount of the increase in cost so attributable to such strata lot shall be borne solely by the owner of that strata lot and shall be excluded from the amount chargeable to all other owners.

Division 9 – Smoking

40. Smoking Restrictions

Pursuant to section 2.3 of British Columbia's newly amended Tobacco Control Act R.S.B.C 1996, c. 451 ("*Tobacco Control Act")*.

40.1 For the purposes of this bylaw 43, the following definitions apply:

(a) "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 weed substances, including marijuana, crack-cocaine smoking;

(b) "vape" or "vaping" includes inhaling, exhaling, vaporizing or carrying or using an activated e-cigarette.

40.2 An owner, resident or visitor must not smoke or vape in or on the following areas:

(c) Common property located inside a building;

(d) Patio or balcony;

(e) Anywhere on the exterior common property that is within **6 meters** (20 feet) of a window, air intake or doorway leading to common property located inside a building (i.e. main entrance);

(f) In-suite

40.3 All persons, including but not limited to owners, residents or visitors must comply with the bylaw. Owners and tenants must ensure that this bylaw is not violated by their visitors

or anyone else they let into the complex.

40.4 An owner, tenant, occupant or visitor must not dispose of cigarette butts, e-cigarettes or associated packaging in the bark mulch or anywhere on the common property.

40.5 Owners acknowledge that Council can make reasonable accommodation for one or more individuals who have an addiction to nicotine that is a physical or mental disability. Whether or not reasonable accommodation is required is in the reasonable discretion of Council. In making the accommodation, Council will consider how to accommodate the disability without exposing others to second-hand smoke.

Amended at the AGM dated 10/15/18

41. Non-Cultivating (growing) any form of Marijuana (Cannabis)

Pursuant to section 2.3 of British Columbia's newly amended Tobacco Control Act R.S.B.C 1996, c. 451 ("*Tobacco Control Act")*.

41.1 No Owner and or a tenant may cultivate (grow) any form of marijuana (cannabis), regardless whether the person has a medical marijuana growing card, inside or outside a strata lot or on common property or limited common property.

41.2 No owner to rent out his/her unit to a person to cultivate (grow) any form of marijuana.

Amended at the AGM dated 10/15/18

42. Security & Privacy Measures

42.1. Closed circuit television and video surveillance are installed in the common areas of the 6628, 6688, and amenity buildings. The system operates 24 hours a day and the Strata Corporation collects data from the closed-circuit television and video surveillance.

42.2. The Strata Corporation collects data with respect to the usage of each security fob programmed for use at Strata Plan BCS3422.

42.3. The video files and/or security fob usage records will be used only for the purposes of law enforcement and/or for the enforcement of those Strata Corporation Bylaws and Rules which relate to the safety and security of the building and its occupants.

42.4. The video files may be stored for a period of up to 80 days from the date of recording for law enforcement and/or Bylaw enforcement purposes.

42.5. The security fob usage records may be stored for a period of up to 80 days for law enforcement and/or Bylaw enforcement purposes.

42.6. The personal information of Owners, tenants or occupants will only be reviewed or disclosed as follows:

(a) law enforcement in accordance with subsection 3 herein;

(b) the caretakers of the Strata Corporation and Council members in accordance with Bylaw subsection 3 herein; or

(c) In the event of an incident in which an owner, tenant, or occupant is involved or affected, an owner may request a copy of the applicable video file or security fob usage records.

42.7. 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.
(Added at AGM – October 26, 2021)

Division 10 – Miscellaneous

43. Heat Pumps and Air Conditioners

(1) Without limiting the generality of Bylaws 5 and 6, an owner must obtain the written approval of the council before installing a heat pump or air conditioner.

(2) When making an application under Bylaw 0, an owner will provide the following to the council:

(a) A detailed description of the proposed heat pump or air conditioner, including:

(i) plans and drawings that show:

(A) the location of the heat pump or air conditioner;

(B) the location of penetrations; and

(C) the method of drainage;

(ii) the proposed scope of work;

(iii) the proposed location of the heat pump or air conditioner;

(iv) the make and model of the heat pump or air conditioner;

(v) the maximum noise level of the proposed heat pump or air conditioner, measured in decibels;

(b) The following information related to the proposed contractor:

(i) name and contact information;

(ii) proof of coverage with WorkSafe BC;

(iii) proof of liability insurance and a business license; and

(c) Any other information required by the strata corporation.

(3) The council will not approve the heat pump or air conditioner unless the council has approved the proposed contractor, and the council is satisfied that:

(a) the piping and work will not be fastened anywhere other than to the strata lot that is receiving the benefit of the heat pump or air conditioner;

(b) it will be located wholly on the deck, patio, or balcony for the strata lot occupied by the owner;

(c) it will be a mini-split unit system;

(d) it will not cause noise that is greater than 57 decibels;

(e) an electrical permit will be granted;

(f) it will not adversely affect the exterior appearance of the building;

(g) all refrigerant and drain piping will be covered with pipe coverings that will match the building;

(h) all penetrations will be properly sealed by way of a fabricated glazing; and

(i) it will not interfere with or restrict access to common property or limited common property.

(4) An owner who installs a heat pump or air conditioner shall:

(a) cause the heat pump or air conditioner to be installed in the manner set out pursuant to Bylaw 0 and approved pursuant to Bylaw 0;

(b) comply with the provisions of Bylaws 5 and 6; and

(c) sign an Alteration and Indemnity Agreement in the form required by the council, which form will include but not be limited to the following terms:

(i) upon selling or transferring the strata lot, the owner will ensure that the buyer of the strata lot executes an agreement with the strata corporation in similar form to what the seller signed;

(ii) the owner will, on 24 hours notice, provide access to the strata lot so that the installation can be reviewed by a professional selected by the council;

(iii) the owner will cause the heat pump or air conditioner to be maintained in strict accordance with manufacturer's instructions; and

(iv) the heat pump or air conditioner will be removed by the owner, at the cost of the owner, if such removal is deemed necessary in the discretion of the council.

(Added at AGM – October 25, 2022)

44. Short-Term Rentals

(1) An owner, tenant or occupant shall not grant a license to any person or use or permit the use of his strata lot under any of the following arrangements:

(a) As a motel, hotel, inn, hostel, or bed and breakfast or other similar accommodations;

(b) through any website designed for booking short term accommodations, including but not limited to www.Airbnb.com, www.vrbo.com and other similar websites; or

(c) at a nightly or weekly rate.

(Added at AGM – October 25, 2022)