

STRATA PLAN BCS 3165 "LIVE-WORK SHANGRI LA"
Schedule of Bylaws

Amended: March 23, 2016 Annual General Meeting

STRATA PLAN BCS 3165 "LIVE WORK SHANGRI LA"
 Schedule of Bylaws
 Duties of Owners, Tenants, Occupants and Visitors

These bylaws bind the strata corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the strata corporation and each owner, tenant and occupant and contained covenants on the part of the strata corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and the strata corporation to observe and perform their provisions.

Unless otherwise stated, all terms have the meanings prescribed in the Strata Property Act (the "Act"). The Schedule of Standard Bylaws to the Act does not apply to the strata corporation.

All residents and visitors must comply with the bylaws and rules of the strata corporation adopted from time to time. Owners, whether or not they occupy a strata lot, are included in the term "residents" as used in these bylaws as are tenants and any other occupants who remain in a strata lot more than 30 days.

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Payment of strata fees

- 1
- (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
 - (2) Failure to pay strata fees on the due date will result in a fine of \$100 for each of the months that the balance due has not been paid for.
 - (3) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
 - (4) Any fines authorized by these bylaws or any costs incurred by the strata corporation to enforce these bylaws, or any rules established by council, shall be due and payable forthwith.
 - (5) All payments received from an owner shall be first allocated to the oldest charge and second to subsequent charges owing to the strata corporation under these bylaws and second in payment of monthly strata fees.
 - (6) Each occurrence of a dishonoured cheque or a failed automatic debit payment will be subject to an administrative charge of \$50.00.

Repair and maintenance of property by owner

- 2
- (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
 - (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
 - (3) An owner must only permit licensed, insured and qualified trades to carry out work in a strata lot. It is the owner's responsibility to obtain any necessary building and/or other permits required by the City of Vancouver or any other applicable authority, prior to the commencement of any unit modifications.
 - {4} An owner must ensure that any maintenance or alteration in a strata lot to the building fire safety system will be carried out by the company retained by the strata corporation to maintain the security and/or fire system.

Use of property

- 3
- (1) An owner, tenant, occupant of a strata lot and any of their visitors, customers or clients must not:
 - (a) 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, is contrary to the uses permitted under applicable zoning bylaws and regulations or which is contrary to the purpose for which the strata lot, the common property or limited common property are

- intended to be used as shown expressly or by necessary implication on or by the strata plan;
- (b) make undue noise in or about, or use or permit the use of the 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;
 - (c) alter, supplement or remove the window coverings originally installed in the strata lot except, if necessary due to damage or wear, to replace them with substantially similar window coverings in the same colour and style;
 - (d) place on the balcony of the strata lot bicycles, motorcycles, boxes, machinery, equipment, or in any way use such balcony as a storage area;
 - (e) hang or drape on the balcony of the strata lot laundry, clothing, rugs, towels, curtains or wall hangings;
 - (n) place on the balcony walls, railings or suite window frames seasonal lighting except for the period between December 1st and January 15th.
 - (g) use or permit a strata lot to be used:
 - i) for any use other than that defined, as at September 1, 2004 as "General Office" in the City of Vancouver Zoning and Development Bylaw No. 3575 (the "General Zoning Bylaw"), whether or not such bylaw may be altered, repealed or replaced in the future.
 - ii) For any purpose not permitted by:
 - i) Any City of Vancouver bylaw or regulation; or
 - ii) The development permit for the strata lots;
 - iii) As a Financial Institution, Health Care Office or Health Enhancement Centre (as defined by the General Zoning Bylaw, as at September 1, 2004, whether or not the General Zoning Bylaw may be altered, repealed or replaced in the future);
 - iv) As a facility providing dating, entertainment, exotic dance, social escort, massage or similar services;
 - v) As a booking agency or a facility providing liquor delivery or psychic/fortune telling services;
 - vi) As a consulate, embassy, high commission or other office of a foreign government body;
 - vii) As a government office.

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- (h) Permit the number of people working within the strata lot at any time (including the owner and any relatives of the owner) not to exceed 1 person for every 250 square feet of habitable area of the strata lot.
 - (i) enclose (partially or fully), modify or add to the balcony of the strata lot, and without limitation, not to install or place plastic, glass or other material on the balcony to block wind or sun or for any other purpose;
 - (j) install or place on the balcony of a strata lot satellite dishes, antennae, transmitters, transponders, receivers or other telecommunications equipment.
 - (k) erect, place, keep or display signs, billboards, advertising matter or any other notice or display of any kind on the common property or in any strata lot in any manner which may be visible from the outside of the strata lot, provided that the name of any owner, tenant or occupant, or that of any permitted business within the strata lot will be included in the index for the interphone system and may be displayed in the concierge desk computer to be located within the lobby of the building;
 - (l) use or allow to be used any barbecues or similar cooking devices (other than natural gas, propane or electric barbecues which are permitted on balconies, terraces or patios) in or about any strata lot, any balconies, terraces or patios, any limited common property or the common property of the strata corporation;
 - (m) place any items on their balcony which is unsecure or permitted to be blown or lifted off the balcony resulting in damage or liability exposure to the Strata Corporation;
 - (n) use or allow the strata lot, the common property and the limited common property to be used in any manner which is contrary to the rules of the strata corporation from time to time;
 - (o) deposit household refuse or garbage on or about the common property or limited common property except in places designated by the strata corporation 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; and
 - (p) dispose of debris of any kind from the balconies or windows or clean balcony decks, railings, glass panels, windows or patio furniture in a manner which will cause cleaning and rinsing solutions to flow over the edges of a balcony;
 - (q) permit bicycles or rollerblades in the elevators, the lobbies or anywhere within the interior common property other than levels P4, PS and P6 and the entrance / exit exterior ramp and bicycle racks.
 - (r) allow a strata lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and similar refuse must neither be abandoned nor stored in the

strata lot or on common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.

- (s) discard, store or dispose of an oversized and/ or heavyweight item, including but not limited to mattresses and furniture, on or about any of the common property, including but not limited to bicycle and locker rooms and parking stalls. Removal of all such items from the strata lot or common property is the responsibility of the owner or resident. Failure to comply will result in the strata corporation disposing of all such items and the cost incurred will be charged back to the owner or resident concerned.
 - (t) permit cut seasonal trees to be brought unwrapped or unprotected through the common property and taken to the suit unprotected to avoid damage and additional cleaning.
 - (u) leave any item outside of their suite door or within common areas including, but not limited to, shoes, mats, carts, umbrellas, etc.
- (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.

Inform Strata Corporation

- 4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any. or the name, address and telephone number of an agent who is authorized to act on behalf of the owner.
- (2) Within two weeks of a tenant or any other person taking occupancy of a strata lot, the owner or such other person or tenant must inform the strata corporation of their name and telephone numbers.

Obtain approval before altering a strata lot ...

- 5 (1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;

- (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 future expenses relating to the alteration. Notwithstanding the foregoing, and without limiting the strata corporation's right to withhold its approval for alterations to the strata lot or the common property, an owner wishing to conduct structural alterations or renovations to a strata lot must provide to the strata corporation, in connection with its application for approval, an engineering report related to this application was received and which satisfies the strata corporation that any drilling into a concrete slab will not impair the structural integrity of the slab, and that no work will interfere with embedded cables, power or mechanical systems.
- (3) An owner, as part of their application to the strata corporation for permission to alter common property, including limited common property, or common assets; must:
- (a) submit, in writing, detailed plans and descriptions of the intended alterations;
 - (b) obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the strata council; and
 - (c) obtain the consent of the strata council required per section 5.1.
- (4) The Strata Corporation may require, as a condition of its approval, that the owner agree in writing to certain terms and conditions, including but not exclusively the following:
- (a) that alterations be completed in accordance with the design or plans approved by the strata council or its duly authorized representative;
 - (b) that the standard of work and materials be not less than that of the existing structures;
 - (c) that all work and materials necessary for the alterations be at the sole expense of the owner;
 - (d) that the owner, and subsequent owner(s) on title receiving the benefit of an alteration to common property, limited common property or common asset, must for so long as they remain an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets;
 - (e) that the owner and subsequent owner on title who receives the benefit of such alteration must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the

cost or expenses are incurred, but not necessarily paid by the strata corporation, and shall become due and payable on the date of payment of monthly strata fees.

- (5) (a) Following approval pursuant to bylaw #5(1), and in the event of any alteration of a strata lot, an owner must provide notice of the work to be performed, including its anticipated duration, in writing to the concierge on-duty and the Property Manager a minimum of 48 hours prior to the scheduled arrival of tradespersons or delivery of materials.
- (b) An owner must ensure that construction materials, tools and equipment enter the building through the Level P-1 and these items are conveyed to the upper floors by means of the service elevator (elevator #3). The owner must ensure the elevator is protected with proper wall pads and floor covering. Arrangement for use of the service must be made before proceeding to the suite floor. The main lobby and passenger elevators (elevator #4, 5 and 6) are restricted for the delivery or removal of all construction materials, tools and equipment from the building. Construction materials delivered to the strata lot must be stored within the strata lot and are not permitted within the corridors or anywhere on common property.
- (c) During the conveyance of construction materials, a resident is responsible to ensure drop cloths are installed and removed daily between the elevator and the strata lot as well as between other doors to protect the common property from soiling or damage.
- (d) No work by a contractor or tradesman may occur on any strata lot on Sunday or any statutory holiday and in any event before 8:00 a.m. and after 6:00 pm.
- (e) An owner or owner's representative must be in attendance for all significant renovations or alterations. The determination of significant shall be at the discretion of the strata council.
- An owner performing or contracting with others to perform renovations or alterations will be responsible, financially or otherwise, for ensuring that any and all required permits and licenses are obtained.
- (g) An owner in contravention of this Section shall be, in addition to any fine under this bylaw, responsible for any cleanup or repair costs.

Obtain approval before altering common property

- 6 (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.

Permit entry to strata lot

- 7 (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and

- (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or to insure under Section 149 of the Act; for purposes of clarity, the rights granted to the strata corporation under this bylaw shall include the right to use any balconies, decks or patios that have been designated as limited common property as a staging area for window washers and window washing equipment or to otherwise use such limited common property as may be necessary to properly operate all window washing equipment.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) The strata corporation must ensure that all work or repairs carried out on its behalf will be completed in a workmanlike manner and that any damage to the strata lot is made good and that the strata lot is left clean and free from debris at the conclusion of such work or repairs.
- (4) If an emergency occurs within a strata lot requiring immediate access by the strata corporation or its agent, forced entry will be used and all costs resulting from such forced entry will be assessed against the strata lot owner.

Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

- 8 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.

Council

Council size and Eligibility

- 9
- (1) The council must have at least 3 and not more than 7 members.
 - (2) The spouse of an owner may stand for election to the council.
 - (3) No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien on the strata lot under section 116 (1) of the Act or under these bylaws.
 - (4) No person may stand for election to the strata council or continue to be on council with respect to a strata lot if there are amounts owing to the Strata Corporation and outstanding in excess of 30 days as charged against the strata lot in respect to administration fees, bank charges, fines penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaw or rules for which the owner is responsible under section 131 of the Act.

Council members' terms

- 10
- (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
 - (2) A person whose term as council member is ending is eligible for re-election.

Removing council member

- 11
- (1) Unless all the owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
 - (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

Replacing council member

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

- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 13**
- (1) At the first meeting of the council held after each annual general meeting of the strata corporation the council must elect, from among its members a president, a vice president, a secretary and a treasurer.
 - (2) A person may hold more than one office at a time, other than the offices of president and vice president.
 - (3) The vice president has the powers and duties of the president
 - (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
 - (4) If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 14**
- (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
 - (2) The notice does not have to be in writing.
 - (3) A council meeting may be held on less than one week's notice if
 - (a) all council members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all council members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.
 - (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

- 15**
- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.

- (2) If a hearing is requested under subsection (1), the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within one week of the hearing.

Quorum of council

- 16** (1) A quorum of the council is
- (a) 1, if the council consists of one member,
 - (b) 2, if the council consists of 2, 3 or 4 members,
 - (c) 3, if the council consists of 5 or 6 members, and
 - (d) 4, if the council consists of 7 members.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

Council meetings

- 17** (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, council members are deemed to be present in person.
- (3) Owners may attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.
- (5) Whether Council members attend council meetings in person or by electronic means, council members cannot appoint proxies or personal representatives to act on their behalf at such council meetings.

Voting at council meetings

- 18** (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

Council to inform owners of minutes

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

Delegation of council's powers and duties

- 20 (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must
- (a) set a maximum amount that may be spent, and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

Spending restrictions

- 21 (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (3) Notwithstanding Section 98(2) of the Act, the maximum expenditure which may be made pursuant to Section 98 of the Act is "\$2,500 or 5% of the total contribution to the operating fund for the current year, whichever is less."
- (4) If a proposed expenditure has not been put forward for approval in the budget or at an annual or special general meeting, the strata council may approve the expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures that were made under this subsection in the same fiscal year, is less than 5% of the total amount of the approved budgeted expenditures.

Limitation on liability of council member

- 22 (1) A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.
- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Enforcement of Bylaws and Rules**Maximum fine**

- 23 (1) The strata corporation may fine an owner or tenant a maximum of
- (a) \$200 for each contravention of a bylaw, other than a rental restriction bylaw,
 - (b) \$500 for each contravention of a rental limitation bylaw, and
 - (c) \$50 for each contravention of a rule.
- (2) The strata corporation is authorized, in its sole discretion, to authorize legal proceedings in Small Claims Court to collect money owing, without the requirement for further vote or approval of the unit owners at a general meeting.

Continuing contravention

- 24 (1) 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.
- (2) Failure by an owner or tenant to pay any amount owing under these bylaws for a period longer than 30 days shall result in a fine being imposed every 30 days.
- (3) Notwithstanding any other provisions of these bylaws, the strata council shall be under no obligation to consider any application, request or complaint tendered by an owner, tenant or occupier so long as the owner, tenant or occupier is in arrears with respect to any amount owing to the strata corporation or is in contravention of any bylaw of the strata corporation.

Annual and Special General Meetings**Person to chair meeting**

- 25 (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

- 26
- (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
 - (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
 - (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Voting

- 27
- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
 - (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
 - (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
 - (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
 - (5) If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
 - (6) Pursuant to Section 53(2) of the Act, the vote for a strata lot may not be exercised, except on matters requiring a unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.
 - (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.

Order of business

- 28
- (t) 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.
- (2) If within fifteen (15) minutes from the time appointed for a general meeting, a quorum is not present, the eligible voters, present in person or by proxy, shall constitute a quorum and the meeting shall be called to order.
- (3) Notwithstanding subsection 48(3) of the Act, if within one half hour from the time appointed for a special general meeting a quorum is not present, the meeting shall be terminated, if the meeting was convened upon the demand of members.

Voluntary Dispute Resolution

Voluntary dispute resolution

- 29** (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Small Claims Court Proceedings

30 Authorization to Proceed

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

Marketing Activities by Owner Developer

- 31 An owner developer who has any unsold strata lots, subject to their compliance with all strata corporation bylaws, may carry on sales functions on the common property that relate to the sale of such strata lots, including without limitation, the right to post signs on the common property in relation thereto.

Miscellaneous

Vehicles/Parking

- 32 Owners and occupiers of strata lots shall use only the parking space(s) assigned to his, her or its strata lot, save and except for private arrangements with other owners for the use of parking space(s) assigned to such other owners. All stalls must be occupied only by owners, tenant(s) or occupants residing within the strata corporation.
- (1) No repairs shall be made to motor vehicles on common property. Owners, tenants and occupants must not place or install signage on the wall(s) and / or pillars adjacent to their assigned parking stall(s).
 - (2) Owners and occupiers of strata lots shall be responsible for cleaning up any chemical spills originating from their motor vehicles, including spills on their driveways. Vehicles identified as leaking any kind of fluid shall be promptly repaired or removed from the property.
 - (4) Unlicensed or unserviceable motor vehicles shall not be permitted within the common property or individually assigned garages. Owners and occupants must provide proof of valid and current vehicle storage insurance.
 - (5) Owners, tenants and occupants of strata lots must not permit any oversized, commercial or recreational vehicles, including, but not limited to boats, trailers, and campers, to enter or be parked anywhere on common property or limited common property. All vehicles must fit within the confines of the defined parking stall and must not extend into neighbouring parking stalls or the common driveway.
 - (6) In addition to any fine that may be imposed, the strata corporation shall have the right to tow, or cause to be towed, any vehicle parked in contravention of these bylaws and all costs associated with the removal will be charged to the owner of the applicable strata lot.

- (7) A maximum speed of 10 km/hour shall apply to all vehicles within or upon the common property unless a lower speed is required by applicable law.
- (8) Apart from an approved vehicle, nothing may be stored in a parking stall.

33 Resident Keys

- (1) Residents must sign the required liability waiver form and register their unit key(s) when depositing these with the Concierge or with any site staff.
- (2) Mailbox keys will not be accepted or retained by the Concierge or any site staff.
- (3) Residents must obtain their unit keys within 48 hours following their depositing said key(s) with the Concierge. Upon picking up the unit key(s), Residents will be requested to provide valid identification (i.e. driver's license) verifying suite occupancy and / or ownership of the unit. All other parties must deposit an acceptable form of security with the Concierge which will be provided upon return of said unit key(s).
- (4) Should extenuating circumstances arise whereby the Resident is unable or wishes to extend the duration that keys are deposited with the site Concierge, these details, including the revised date for pick-up, must be provided immediately to the Concierge.
- (5) Agents acting on behalf of a unit Owner will not be permitted to deposit the unit key(s) with the Concierge for the purpose of displaying and / or rental and / or sale of said unit.
- (6) The Resident acknowledges that the Strata Corporation, its employees and contractors will take all reasonable precautions to ensure the security of said key(s), however agrees to indemnify and hold harmless all parties due to the possible loss of said key(s).

34 Lobby Bellman Cart

- (1) Residents may use the Bellman Cart, available through the Concierge Desk, to assist move packages, luggage, etc. from the lobby or their vehicle to their home. They must advise the on-duty Concierge or Security Guard that they wish to use the Cart, providing their name, suite number and contact information.
- (2) The Resident must return the cart to the Concierge Desk no later than 30 minutes after removing from the front lobby.
- (3) The cart must not be used for moving furniture or large appliances.
- (4) Violation of this rule, or damage to the cart, may result in repair costs and / or fines applied against the unit Owner account as set out in the Strata Plan Bylaws.

35 Move/Delivery Bylaw

An owner, tenant, occupant of a strata lot and any of their visitors, customers or clients must not:

- (a) move or permit to be moved furniture or furnishings in or out of the building except in accordance with the rules passed by the strata council from time to time; except during the hours, and on such conditions and subject to such fees as may be imposed by the strata council from time to time.
 - i) A resident must make a pre-arranged appointment for a move time by contacting the Concierge and this appointment must be confirmed a minimum of 48 hours in advance (moves/ deliveries are restricted to between the hours of 8:00 a.m. and must be completed by 6 p.m.) having regard to the convenience of all concerned and noise abatement.
 - ii) A Resident must provide a contact name and phone number and details of the delivery service contractor to the Concierge when scheduling the required appointment.
 - ii) A one time Move Fee of \$150 is applicable for the initial move into a strata lot and is payable upon completion of the move.
 - iii) Under no circumstances will any owner, tenant or occupant of a strata lot use, or permit to be used, the lobby of the building for moving of furniture or furnishings;
 - iv) On the date of the confirmed reservation, the Resident must coordinate with the site staff and / or concierge and ensure the service elevator is padded. If the elevator protection is not installed, the Resident must report this to the Concierge to ensure the appropriate action is taken.
 - v) The Resident must meet the delivery staff at the main lobby or the P-1 Loading Bay at the assigned time to ensure location and proper setup.
 - vi) Residents must govern the movement of the contractor including, if required, assigning a dedicated fob on loan. A resident must ensure that all common area doors are not left open, ajar or unattended and that furniture is not piled in the P-1 lobby area to restrict movements and passageway.
 - vii) Upon completion of the required move or delivery, the Resident must ensure the service elevator is unlocked and return the elevator key care of the Concierge.
 - ix) Fines may be levied for contravention of said Bylaw and Rules.

36 Non-Smoking Bylaw

- (1) No smoking is allowed;
 - (a) on the interior common property, including but not limited to hallways, elevators, parking garages, electrical and mechanical rooms, stairs, storage and locker areas;
 - (b) on patios and balconies; and
 - (c) within six (6) meters of a door, window or air intake.
- (2) All persons, including but not limited to owners, tenants, occupants and visitors must comply with this bylaw.

37 Pets

An owner, tenant, occupant of a strata lot and any of their visitors, customers or clients must not:

- (i) keep any animals or pets (collectively a "Pet") in or about the strata lot or the limited common property relating to such a strata lot other than one or more of the following:
 - ii) a reasonable number (as determined by the strata council from time to time) of fish or other small aquarium animals;
 - iii) a reasonable number (as determined by the strata council from time to time) of small caged animals;
 - iv) up to 2 caged birds; or
 - v) two dogs or two cats or one dog and one cat;
- (ii) permit any Pet on the common property or on land which is a common asset unless such Pet is leashed and accompanied by an adult person; it will be the responsibility of the owner to pay for the cost of repair or clean up of any common property or common asset which is damaged, destroyed or soiled by the owner's Pet;

38 Leasing of Strata Lots

- (1) An owner may lease the owner's strata lot in accordance with Sections 141 - 148 of the Strata Property Act provided the owner delivers the following documents to the strata council prior to the commencement of the term of the lease:
 - a) A Notice of Tenant's Responsibilities (Form K); and
 - b) Such further information and documentation relating to the tenancy as the strata council may reasonably require provided that such requirements are in accordance with the Act.
- (2) The occupancy of a strata lot by any person other than the owner and/or the owner's immediate family for a period in excess of one month shall be considered a lease and be subject to the provisions of this bylaw.

- (3) Owners may not erect, place or display any signage of any kind on or about the property or strata lot for the purpose to rent or lease a strata lot in accordance with section 38. All advertising must indicate the minimum rental period permitted under By-law 38.
- (4) An owner who leases the owner's strata lot in contravention of this bylaw is subject to a fine of up to \$500 every 7 days, with such amount as determined by the strata council from time to time, for each 7 day period during which a contravention of this bylaw occurs and or continues. This amount shall become part of the assessment payable by such owner and shall become due and payable on the first day of the month following the month in which the strata council notifies the owner of the breach.

39 30-Day Rental Minimum

- (1) No owner shall rent their strata lot for a period of less than 30 days. Where an owner permits their strata lot to be rented for a period of less than the 30 days, the owner shall be deemed in breach of this by-law and subject to such penalties and restrictions as determined by the Council.
- (2) An owner, tenant or occupant must not rent less than all of a Residential Strata Lot.
- (3) A Residential Strata Lot must not be used for short-term accommodation purposes, such as a bed-and-breakfast, lodging house, hotel, time share, or vacation rental. Without limiting the generality of the foregoing, a resident must not enter into a license for the use of all or part of a Residential Strata Lot.
- (4) For the purpose of Bylaw 39.3, "short-term" is defined as a period of less than 30 days.

40. Abuse of Hotel Privileges--

- (1) Where the Strata corporation shares access and privilege interests on the common property owned by the Strata Corporation and which is under the Hotel's management for the benefit of the owner, resident or their invitee is reported to have abused such property, facilities, privileges and services under the Hotel's management, then the owner or resident shall be subject to such penalties and restrictions as determined by the council.

41 Security

- (1) Security Measures NOTICE
 Closed circuit television and video surveillance may be installed in the following sixteen (16) common areas of the building:
 Interior garage exit gate, by parking stall # 6
 Underground parking By parking stalls 3, 54, 62, 188, 196, 299, 267 (managed by hotel), 259 (managed by Remainder).
 Center elevator lobby(s) at Ground, P1, P4, PS, P6.
 1111 Albemi entrance phone system.
 P1 by room # P111.
 Lower lobby entry phone system.

The system operates 24 hours a day and the Strata Corporation collects data from the closed circuit television and video surveillance.

- (2) The Strata Corporation collects data with respect to the usage of each security fob programmed for use at Strata Plan BCS 3165
- (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. Also to prevent and recover damages for vandalism, misuse, theft and other improper and unauthorized or illegal activities relating to common area property or vehicles or other property of residents or Strata Corporation located in the parkades.
- (4) The video files are stored for a period of up to 8 months from the date of recording, which period may be extended for those files required for law enforcement and/or by-law enforcement purposes.
- (5) The security fob usage records are stored for a period of up to 8 months from the date of recording, which period may be extended for those files required for law enforcement and/or by-law enforcement purposes.
- (6) The personal information of owners, tenants, or occupants will only be reviewed or disclosed as follows:
 - (a) Law enforcement in accordance with Bylaw 3 herein;
 - (b) The caretakers of the Strata Corporation and Council members in accordance with By-law 3 herein; or
 - (c) In the event of an incident in which they are involved or affected, an owner, tenant or occupant may request a copy of the applicable video file or security fob usage records.
- (7) In installing and/or maintaining the 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.

42. Resident Insurance

- (1) A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance and any applicable section insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance and/or any applicable section insurance for which the owner is responsible.

43. Responsibility of Owners

- (1) If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation and/or a separate section from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed

from the proceeds received by operation of any policy of strata insurance or section insurance. Without limiting the generality of the word "responsible", an owner is responsible for the owner's own acts or omissions, as well as those of any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot or the owner.

- (2) For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation or a separate section will be considered an expense not covered by the proceeds of strata insurance or any applicable section insurance received by the strata corporation or the separate section and will be charged to the owner.