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Strata Plan – BCS 4258

BYLAWS

Registered:	October 13, 2011	Registration #:	BB1349929
Amended:	January 24, 2014	Registration #:	CA3563375
Amended:	March 17, 2015	Registration #:	CA4285884
Amended:	February 19, 2016	Registration #:	CA4996258
Amended:	January 24, 2017	Registration #:	CA5838381
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Amended:	February 16, 2022	Registration#:	CA9721160

**Attached are the Bylaws for Strata Plan BCS4258.
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.*

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

1. Payment of Strata Fees

- (1) An Owner must pay Strata Fees on or before the first day of the month to which the Strata Fees relate.
- (2) An owner must pay any special levies on or before the first day of the month to which the levies relate.
- (3) Where an owner fails to pay strata fees, special levies or any charges which are considered the responsibility of the owner, the outstanding balances will be subject to an interest charge of 10% per annum, compounded annually.
- (4) Monthly payments are due and payable by the first (1st) day of each month. Approved fees not received by the fifth (5th) day of the month will be subject to a late payment fee of \$50.
- (5) An Owner will not be entitled to vote at a General Meeting except on matters requiring a unanimous vote if there is any monies owing to the Strata Corporation.

(Amended: AGM January 28, 2015)

- (6) Air Conditioner Installations: The installation of mini split air conditioners will be allowed with prior written authorization from the Strata Council given the following conditions:
 - An Assumption of Liability must be signed by both the Owner of the unit, as well as a representative for the Strata Corporation.
 - The written request must include:
 - A detailed scope of work, including a diagram or plan showing the intended location of the Condenser unit on the patio and the avenue in which it will penetrate the building.
 - Size and specifications of the proposed A/C unit.
 - If electrical changes are to be made, a written quote from the Registered Electrician showing the Electrical license #, business name, address, phone number and details of the work to be done (this is to insure that all electrical changes made in the building are performed to the minimum standards, set out by the Province of British Columbia's Building Code).
 - The building rain screen must not be penetrated.
 - Once the work has been completed, a copy of the Electrical receipt showing the Electrical license #, business name, address, phone number and details of the work done must be provided to the Strata Council, and an appointment must be scheduled for a visual inspection by a party authorized by the Strata Council to verify all aspects of the installation.

(Amended: AGM January 28, 2015)

2. Repair and maintenance of property by Owner

- (1) An Owner must repair and maintain the Owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.
- (2) An Owner who has the use of limited common property must repair and maintain it except for repair and maintenance that is the responsibility of the Strata Corporation under these Bylaws.

3. Use of Property

- (1) An Owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that
 - (a) causes a nuisance or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the Strata Plan.
- (2)
 - (1) No Owner shall do or permit to be done anything that increases the Insurance Costs or whereby the Insurance Coverage may be invalidated.
 - (2) Where an Owner or his, her or its Guests are responsible for an increase in the Insurance Costs, the Owner shall pay the Strata Corporation, in addition to any fine otherwise levied or payable pursuant to Bylaws the amount of the increase in the Insurance Costs.
 - (3) Where an Owner (the "Responsible Owner") or an Owner's Guest are responsible or the Source of which originates in the Owner(s) strata lot for loss or damages to Insured Property (the "Damage") the Strata Corporation may:
 - (a) make a claim with its insurer for the cost to the repair the Damage (the "Repair Costs")
 - (b) repair the Damage; and
 - (c) deliver written notice to the Responsible Owner of the amount of the Repair Costs.
 - (4) Within 30 days of receipt of the notice referred to in Bylaw 37. (3) (c), the Responsible Owner shall pay the Strata Corporation the lesser of:
 - (a) the Deductible; and
 - (b) the Repair Costs.
 - (5) Each Owner of a Strata Lot is solely responsible for all forms of property and therein and there to against perils not insured by the Strata Corporation, and for whatever is not covered by the insurance policies of the Strata Corporation.

((Repealed and Replaced February 4, 2019 CA7333159))

- (6) An owner shall indemnify and save harmless the strata corporation from the expense of any investigation rendered necessary to the common property,

limited common property, common assets or a strata lot if, at the conclusion of the investigation, it is determined that the cause of the problem is either a part of the strata that is the responsibility of the owner to repair, or arises as a result of an alteration to a strata lot of common property, including common property for which the owner is responsible to repair.

((Added February 16, 2022 CA9721160))

- (4) 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.
- (5) 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) provide that an owner, tenant or occupant may keep a maximum of two dogs or two cats or one dog and one cat on a strata lot provided:
 - (i) the dog must not be of the Rottweiler breed or the Pit Bull group of breeds.
 - (ii) the pet does not at any time exceed 50 pounds in weight, if in question Veterinary confirmation will be required in writing until such time as the pet is fully grown
 - (iii) the pet owner must immediately dispose of all excrement; and
 - (iv) the strata owner must assume all liability for all actions of the permitted pets.

*Amended January 24, 2014
Amended: AGM January 28, 2015)*
- (6) An owner, tenant, occupant or visitor must not smoke tobacco, marijuana or any similar organic substance or use an e-cigarette or other vaporizer:
 - (a) on any part of the common property, including but not limited to:
 - i) outdoor walkways, roadways, parking areas; and
 - ii) indoor hallways, lobbies, stairwells, elevators, and storage rooms, the parking garage, and the amenity room and gym; or
 - (b) on any part of the limited common property, including but not limited to balconies, patios, and decks; or
 - (c) in a strata lot; or
 - (d) in any manner whatsoever that may:
 - (i) unreasonably interfere with the ability of any person to use and enjoy the common property, limited common property, or a strata lot;
 - (ii) cause a nuisance to any person, including but not limited to nuisance from smoke or odours;
 - (iii) constitute a fire hazard; or
 - (iv) constitute a health risk to any person.

[Added AGM 2017-03-20 CA5838381]

- (7) Strata lots must provide an email address or register online to receive information, communication, documents, notices and all other correspondence by electronic transmission. Owners who decline to provide an email address and or confirm that they do not have access to Electronic transmissions will be assessed the cost of paper, printing and postage for delivery by Physical postal delivery.

((Added February 16, 2022 CA9721160))

4. Inform Strata Corporation

- (1) Within 2 weeks of becoming an Owner, an Owner must inform the Strata Corporation of the Owner's name, strata lot number and mailing address outside the Strata Plan, if any.
- (2) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name.
- (3) Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current Bylaws and Rules of the Strata Corporation and a Notice of Tenant's Responsibilities in Form K. Within two (2) weeks of renting all or part of a residential strata lot, the Owner must give the strata corporation a copy of the notice signed by the tenant.

Amended: AGM January 28, 2015)

5. Obtain Approval Before Altering a Strata Lot

- (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act.
- (2) The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) This section does not apply to a strata lot in a bare land Strata Plan.
- (4) Hard Wood/laminate flooring is allowed with the following conditions:
 - a. An Owner of a strata lot who wishes to install hardwood floor surfaces or tile within a strata lot must obtain Council's approval in writing prior to installing hard wood or laminate flooring.
 - b. Hard wood/laminate flooring can be installed provided a high density acoustic foam underlay with a minimum 62-64 IIC valuation rating is used.
 - c. An Assumption of Liability Agreement is signed and returned to Council prior to the installation.
 - d. All reasonable steps must be taken to satisfy noise complaints from neighbours, including without limitation, ensuring no less than 60% of such hard floor/laminate floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered

with area rugs or carpet or furnishings and avoiding walking on such flooring with hard shoes.

((Added February 16, 2022 CA9721160))

6. Obtain Approval Before Altering Common Property

- (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.
- (2) The Strata Corporation may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- (3) An Owner that alters common property, limited common property or common asset of the Strata Corporation without prior written approval will be responsible for the costs to restore the property and/or resulting damage from the alteration.

Amended January 26, 2016

7. Permit Entry to Strata Lot

- (1) An Owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot
 - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
 - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these Bylaws or insure under section 149 of the Act.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.

Division 2 — Powers and Duties of Strata Corporation

8. Repair and Maintenance of Property by Strata Corporation

The Strata Corporation must repair and maintain all of the following:

- (a) common assets of the Strata Corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;

- (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows and skylights on the exterior of a building or that front on the common property;
 - (E) fences, railings and similar structures that enclose patios, balconies and yards;
- (d) a strata lot in a Strata Plan that is not a bare land Strata Plan, but the duty to repair and maintain it is restricted to
- (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building,
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 — Council

9. Council Size

- (1) Subject to subsection (2), the Council must have at least 3 and not more than 7 members.
- (2) If the Strata Plan has fewer than 4 strata lots or the Strata Corporation has fewer than 4 Owners, all the Owners are on the Council.

10. Council Members' Terms

- (1) The term of office of a Council member ends at the end of the Annual General Meeting at which the new Council is elected.
- (2) A person whose term as Council member is ending is eligible for reelection. (3) to (5).
[Repealed 1999-21-51.]

11. Removing Council Member

- (1) Unless all the Owners are on the Council, the Strata Corporation may, by a resolution passed by a majority vote at an Annual or Special General Meeting, remove one or more Council members.
- (2) After removing a Council member, the Strata Corporation must hold an election at the same Annual or Special General Meeting to replace the Council member for the remainder of the term.

12. Replacing Council Member

- (1) If a Council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Council may appoint a replacement Council member for the remainder of the term.
- (2) A replacement Council member may be appointed from any person eligible to sit on the Council.
- (3) The Council may appoint a Council member under this section even if the absence of the member being replaced leaves the Council without a quorum.
- (4) If all the members of the Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a Special General Meeting to elect a new Council by complying with the provisions of the Act, the Regulations and the Bylaws respecting the calling and holding of meetings.

13. Officers

- (1) At the first meeting of the Council held after each Annual General Meeting of the Strata Corporation, the Council must elect, from among its members, a President, a Vice President, a Secretary and a Treasurer.
- (2) A person may hold more than one office at a time, other than the offices of President and Vice President.
- (3) The Vice President has the powers and duties of the President
 - (a) while the President is absent or is unwilling or unable to act, or
 - (b) for the remainder of the President's term if the President ceases to hold office.
- (4) If an officer other than the President is unwilling or unable to act for a period of 2 or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

14. Calling Council Meetings

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

- (4) The Council must inform Owners about a Council Meeting as soon as feasible after the meeting has been called.

15. Requisition of Council Hearing

[Repealed 2009-17-35.]

16. Quorum of Council

- (1) A quorum of the Council is

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

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

17. Council Meetings

- (1) At the option of the Council, Council meetings may be held by electronic means, so long as all Council members and other participants can communicate with each other.
- (2) If a Council Meeting is held by electronic means, Council members are deemed to be present in person.
- (3) Owners may attend Council Meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of Council Meetings that deal with any of the following:
 - (a) Bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction Bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

18. Voting at Council Meetings

- (1) At Council Meetings, decisions must be made by a majority of Council members present in person at the meeting.
- (2) Unless there are only 2 strata lots in the Strata Plan, if there is a tie vote at a Council Meeting, the President may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a Council Meeting must be recorded in the Council meeting Minutes.

19. Council to inform Owners of Minutes

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

20. Delegation of Council's Powers and Duties

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

21. Spending Restrictions

- (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these Bylaws.
- (2) Despite subsection (1), a Council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

22. Limitation on Liability of Council Member

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

Division 4 — Enforcement of Bylaws and Rules

23. Maximum Fine

- (1) The Strata Corporation may fine an Owner or tenant a maximum of
 - (a) \$200 for each contravention of a Bylaw, and

- (b) \$50 for each contravention of a Rule.

Amended January 24, 2014

24. Continuing Contravention

If an activity or lack of activity that constitutes a contravention of a Bylaw or Rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 — Annual and Special General Meetings

25. Person to Chair Meeting

- (1) Annual and Special General Meetings must be chaired by the President of the Council.
- (2) If the President of the Council is unwilling or unable to act, the meeting must be chaired by the Vice President of the Council.
- (3) If neither the President nor the Vice President of the Council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

26. Participation by Other Than Eligible Voters

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

27. Voting

- (1) At an Annual or Special General Meeting, voting cards must be issued to eligible voters.
- (2) At an Annual or Special General Meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count,
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the Minutes of the meeting.
- (5) If there is a tie vote at an Annual or Special General Meeting, the President, or, if the President is absent or unable or unwilling to vote, the Vice President, may break the tie by casting a second, deciding vote.
- (6) If there are only 2 strata lots in the Strata Plan, subsection (5) does not apply.
- (7) Despite anything in this section, an election of Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (8) Quorum for Annual General Meeting

- (a) If within 15 minutes from the time appointed for an Annual General Meeting or Special General Meeting a quorum is not present, the eligible voters present in person or by proxy constitute a quorum.
- (b) Bylaw 27 (8) is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

(Adopted at AGM Jan 28, 2020)

28. Order of Business

The order of business at Annual and Special General Meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve Minutes from the last Annual or Special General Meeting;
- (g) deal with unfinished business;
- (h) receive reports of Council activities and decisions since the previous Annual General Meeting, including reports of committees, if the meeting is an Annual General Meeting;
- (i) ratify any new Rules made by the Strata Corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General Meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a Council, if the meeting is an Annual General Meeting;
- (n) terminate the meeting.

Division 6 — Voluntary Dispute Resolution

29. Voluntary Dispute Resolution

- (1) A dispute among Owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
 - (a) all the parties to the dispute consent, and

- (b) the dispute involves the Act, the Regulations, the Bylaws or the Rules.
- (2) A dispute resolution committee consists of
- (a) one Owner or tenant of the Strata Corporation nominated by each of the disputing parties and one Owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 — Marketing Activities by Owner Developer

30. Display lot

- (1) An Owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- (2) An Owner developer may use a strata lot, that the Owner developer owns or rents, as a display lot for the sale of other strata lots in the Strata Plan.

31. Additional Bylaws

During the time that the Developer of the strata lots remains the registered Owner of any strata lots in the Development, the Developer, or a party designated by the Developer, shall have the exclusive right to occupy, maintain and use portions of the Common Property (as determined by the Developer) and such strata lots as display units and sales offices and to carry out such sales functions as the Developer, or a party designated by the Developer, deems necessary or desirable to enable the sale and marketing of all strata lots in the Development and strata lots in neighbouring properties in the immediate vicinity, including, without limitation:

- (a) erecting and placing directional, locational and advertising signage on the strata lots owned by the Developer and on the Common Property;
- (b) encouraging and allowing prospective purchasers to view the strata lots owned by the Developer, the Common Property and all common facilities; and
- (c) erecting and maintaining a sales trailer, placards, flags and other like items for marketing, sales and advertising on the Common Property of the Development which shall be removed at the Developer's expense once all strata lots have been sold by the Developer.

[Repeal Bylaw 31 AGM 2017-03-20 CA5838381]

- 32.** In order to allow the Developer of the strata lots to market and sell any strata lots owned by the Developer, the Developer may, until the last strata lot has been sold by the Developer:

- (a) designate for the Developer's exclusive use, up to 10 parking stalls located

within the Common Property of the Development and intended for visitor use, provided that such parking stalls have not previously been designated as Limited Common Property on the strata plan, for use by the Developer and its sales staff, agents and prospective purchasers;

- (b) allow any project or security gate to remain open during regular business hours including weekends so as to allow prospective purchasers reasonable and unimpeded access to any strata lot owned by the Developer and access to the Common Property and facilities of the Development; and
- (c) have unimpeded access for the Developer, its sales staff, agents, and prospective purchasers to the Common Property of the Development.

[Repeal Bylaw 32 AGM 2017-03-20 CA5838381]

- 33.** No strata lot Owner or occupant may display on the Common Property or on any part of a strata lot, a form of signage designed to attract pedestrians and passersby and which signage relates directly or indirectly to the sale or lease of a strata lot, or to any other purpose. However, the Strata Corporation shall be entitled to stipulate the location and maximum size of any signage on the Common Property, and notification for resale or lease shall be contained on a directory board to be provided by the Strata Corporation for such purpose.
- 34.** Except as provided for in Bylaws 31 or 32, and subject to the restriction contained in Bylaw 33 above, no advertising for the resale or lease of a Strata Lot shall be permitted within or upon any Strata Lot, Limited Common Property or Common Property.
- 35.** Except as provided for in Bylaws 31 or 32 above, no signs, gates, billboards, placards, flags, notices or advertising of any kind shall be erected or displayed on or from any strata lot, Limited Common Property or Common Property without the prior written approval of the Strata Council.
- 36.** No laundry, clothing, bedding, bicycles, tin foil, debris, waste material or refuse shall be hung, stored, placed or displayed from windows, decks, patios, balconies or other parts of a Strata Lot if such items are visible from the outside of the Strata Lot.
- 37.** No interior window covering (including curtains, shades or blinds) shall be added to or altered from the original window coverings provided by the Developer without the prior written approval of the Strata Council. Also, no awning, shade screen, smoke stack, satellite dish, radio or television antenna shall be hung from or affixed to the exterior of a strata lot, Limited Common Property or on the Common Property without the prior written approval of the Strata Council.
- 38.** No strata lot Owner or occupant shall keep, store or accumulate any debris, scrap metal, car parts, refuse or waste material on any portion of the Common Property or limited Common Property.
- 39.** No strata lot Owner or occupant shall carry out the repair of an automobile, truck or other vehicle while such automobile, truck or other vehicle is parked upon the Common Property or upon the Limited Common Property.
- 40.** No strata lot Owner or occupant shall park, store or keep an automobile, truck or other vehicle upon the Common Property or upon the Limited Common Property if such automobile, truck or other vehicle is not licensed or is not roadworthy or is in a state of disrepair.

41. No recreational vehicles (including, without limitation, any motor home, house trailer, camper, tent trailer or fifth wheel), boat, trailer or any other type of recreational vehicle shall be parked, stored, or kept on any portion of the Common Property or Limited Common Property.
42. No strata lot Owner or occupant shall store or keep any personal property, including any entrance mat or other carpet or floor covering, in any hallway or common property contained in the condominium building, save and except in those areas specifically designated for such storage.
43.
 - (1) The Owner of each strata lot shall be assessed a non-refundable \$100.00 move-in fee at the commencement of the occupancy by the Owner, or each new occupancy by a tenant. This must be paid by the Owner within 14 days of any move-in.
 - (2) All move-ins and move-outs must be arranged at least seven days in advance with the Strata Property Agent or Council member and adhere to any Bylaws or Rules in place governing move-ins and move-outs.
 - (3) Any move-in or move-out must be conducted between the hours of 9:00 AM AND 9:00 PM.
 - (4) Each move is limited to two (2) consecutive hours.
 - (5) Owners/Residents moving must use the elevator and the front doors only. Use of side doors, back entrance and stairwells are not permitted.
 - (6) The front door may not be propped open unattended.
 - (7) Owners/Residents requiring the use of the elevator for their move must make arrangements for the elevator key when making the booking reservation. A refundable deposit of \$150 is required for the elevator key. Propping the elevator door open is not permitted as this can cause damage to the elevator electronics.
 - (8) The Council may at its discretion, inspect the common property of the building prior to and immediately after the move and note any damages found to be caused by the move. Damages found caused by a move will be charged back to the Registered Unit Owner of the move.
[Repealed and replace 2017-03-20 CA5838381]
44. In the event that any Owner violates the provisions of Bylaw 33 above, the Developer shall have the right to immediately remove such signage without notice and without any responsibility or liability to the Owner for so doing.
45. In the event that any Owner violates the provisions of any of Bylaws 34 through 43 inclusive, the Strata Council may, if after giving seven days written notice requesting the Owner to remedy the violation and the Owner has failed to do so within such time, take all steps necessary to rectify and to enforce the violation of the applicable Bylaw and the cost of so rectifying the violation and enforcing the applicable Bylaw shall be added to the monthly assessment next payable by such Owner.
46. The provisions of Bylaws 31, 32, 33, 44, 45 and this Bylaw 46 shall not be repealed, altered or amended in any way unless such repealing, altering or amending has been approved by a unanimous resolution approved by the Owners of the strata lots,

including the Developer if the Developer is the registered Owner of any of the strata lots at the time such unanimous resolution is voted upon.

47. Notwithstanding Standard Bylaw 3(4)(d), an Owner, tenant or occupant may keep maximum of two dogs or two cats or a combination of one dog and one cat on a strata lot provided:
 - (a) The dog must not be of the Rottweiler breed or the pit bull group of breeds;
 - (b) The pet owner must ensure that the permitted pet is kept quiet, controlled and clean;
 - (c) The pet owner must immediately dispose of any excrement on common property or on land that is a common asset; and
 - (d) The strata lot owner must assume all liability for all actions by a permitted pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
48. Standard Bylaw 3(4)(a) is hereby deleted so as to not allow fish, small aquarium animals or aquariums in a Strata Lot.
49. Notwithstanding Standard Bylaw 3(l)(b), having a device emitting sound above normal interior room noise levels between the hours of 10 PM and 9 AM can, at the opinion of the Strata Corporation be considered unreasonable noise.
50. The use of barbeques in the interior of all strata lots is prohibited. The use of barbeques is prohibited in or on limited common property or common property forming part of the Development except on the Strata owner's deck or patio or where a barbeque facility is provided, if any, in the outdoor amenity space.
51. Live Christmas trees are prohibited in or on any strata lot or limited common property or common property forming part of the Development.

(Repealed AGM January 28, 2015)

52. Visitors Parking

1. No Owner, Tenant or Occupant shall at any time:
 - a) park an Owner, Tenant, or Occupant vehicle in a Visitor Parking Stall; or
 - b) permit any Person to park in a Visitor Parking Stall between the hours of 12:00 a.m. (midnight) to 7:00 a.m., Sundays through Saturdays, unless:
 - i) such Person displays a valid Visitor Parking Pass on the mirror or the dashboard of the vehicle; and
 - ii) use of the Visitor is limited to three consecutive days per use; and
 - iii) the Visitors Pass may not be used for any series of three consecutive days which total more than nine days within any 30 day period
 - c) Requests for exemptions to the use of Visitor Parking Stalls must be made in writing to the Strata Council a minimum of 48 hours prior to intended use.
 - d) Vehicles not registered as an Owner, Tenant, or Occupant vehicle, and found to be parked in a Visitor Parking Stall in violation of 52. (b subsection ii), will be immediately reclassified as an Owner, Tenant, or Occupant owned vehicle.

- e) Invitees parking vehicles within the Strata grounds do so at their own risk and save the Strata Corporation harmless in the case of any property damage or loss.
 - f) Violation of the Visitor Parking Bylaws, including but not limited to Owner, Tenant, or Occupant use of such stalls, are subject to immediate towing and impound without notification as outlined in 52.2.
- 2. The Owner of any vehicle parked in an area in which parking is prohibited shall be responsible for costs incurred by the Strata Corporation to tow and impound such vehicle. Such penalties are not fines, thus may exceed amounts collectable under a Strata corporation Bylaws.
 - 3. Every Owner, Occupant, or Tenant shall register the make and license plate of their vehicle(s) with the Strata Corporation. Any changes to this information must maintained through the Strata Corporations website or be submitted in writing to the Strata Manager.
 - 4. Conditional to 52.3, the Strata Corporation shall provide to each Owner one Visitor Parking Pass at no charge. Should an Owner request the replacement of a lost Visitor Parking Pass, the Strata Corporation shall cancel privileges on the lost Pass, and charge the Owner a fee of \$10.00 for such replacement. Amended January 26, 2016

53. Short Term Vacation Rental

- (1) A resident must not use or allow a Strata Lot to be advertised, promoted. Occupied or licensed for use as a vacation or travel accommodation, including but not limited to, as a hotel room, bed and breakfast, home stay, Air BnB or student housing for any period of time.
- (2) The Strata Corporation shall take all necessary steps to terminate any arrangement that contravenes by-law 53.(1) including but not limited to, seeking a declaration or court injunction to enforce the by-law. Any legal costs or expenses incurred by the Strata Corporation in enforcing by-law 53.(1) shall be the responsibility of the contravening owners and shall be recoverable from the owner by the Strata Corporation.

[Added AGM 2017-03-20 CA5838381]

54. SECURITY

- (1) The strata corporation may install and maintain security cameras on the common property for the purpose of monitoring common property, including:
 - (a) being alerted to the presence of trespassers;
 - (b) preventing, recording, investigating and obtaining evidence of any theft, vandalism, nuisance, damage or injury caused by any person; and
 - (c) ensuring compliance with bylaws relating to security.
- (2) The security cameras are installed in the following areas:
 - (a) at the main door intercom;
 - (b) in the main hallway;

- (c) at visitor parking;
- (d) at the resident gate;
- (e) at the parkade intercom;
- (f) at the back-gate intercom;
- (g) in the amenity room;
- (h) in the gym; and
- (i) in the parkade elevator.
- (j) first floor hallway door going to the back of the building
- (k) in the elevator
- (l) in the security room

(Added AGM 2018-01-30 CA6617586)

- (3) The data from the security cameras will be used and held as follows:
 - (a) it will be stored on a computer located in the security room, which computer is password protected;
 - (b) it will be held for a period of 3 months, and after such time:
 - (i) if there is no need to retain evidence as contemplated in this Bylaw 53, it will be overwritten; or
 - (ii) if the council resolves to retain the data for a purpose contemplated in this Bylaw 53, the council will record such resolution in the minutes of the council meeting and will retain such data for as long as is reasonably necessary.
 - (c) it will be viewed by the council president and vice president when required for a purpose set out in this Bylaw 53; and
 - (d) owners, tenants, and occupants will be permitted to see it in real time.
- (4) The strata corporation makes no representations or guarantees that any of the security cameras will be fully operational any time. The strata corporation is not responsible to an owner, tenant, occupant, or guest for any cost, loss or damage whatsoever related to a failure of the security cameras to operate for any reason, including but not limited to a failure resulting from negligence or lack of maintenance or repair.
- (5) No owner, tenant, or occupant shall do anything to damage or interfere with the security cameras.

[Added AGM 2017-03-20 CA5838381]

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

(Repealed and Replaced February 4, 2019 CA7333159)

56. Insurance

- (1) In the event that loss or damage occurs to common property or limited common property or common facilities that gives rise to a valid claim under the Strata Corporation's insurance policy, it is agreed and understood that: "if the origination of the loss is within the interior confines of an individual strata lot the deductible of the Strata Corporation's policy relative to the loss shall be paid by the individual strata lot Owner in whose lot the cause of the damage originated.

The foregoing will also hold true if the strata lot Owner is responsible for a loss.

(Added AGM January 19, 2021)

57. Insurance Claims

- (1) An Owner of a strata lot shall be deemed to be responsible for any loss or damage, however caused, to a strata lot, or to common property or assets, or to limited common property, which arises totally from within his/her strata lot, up to the amount of the insurance deductible on the insurance policy maintained by the Strata Corporation and shall reimburse the Strata Corporation for the cost of repairing or remedying the loss or damage up to the amount of the deductible.
- (2) For the purpose of this Bylaw, any costs for which a strata lot Owner is responsible shall be considered as an expense chargeable to the Owner and shall be added to and become a part of the assessment of that Owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.
- (3) An Owner who fails to pay the cost of repair or remedying the loss or damage when due shall reimburse the Strata Corporation and save it harmless against any and all costs and expenses required to collect such reimbursement, whether by court action or other means and including Council Member or management costs associated with lost time from employment, strata management costs and legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.

(Added AGM January 19, 2021)

58. Privacy Policy

- 58.1 The Strata Corporation is committed to protecting the personal information of its strata lot owners, tenants and occupants.
- 58.2 This Privacy Policy outlines the principles and practices the Strata Corporation will follow in protecting the personal information of owners, occupants and tenants.
- 58.3 The Strata Corporation will ensure the accuracy, confidentiality, and security of the personal information of its owners, occupants and tenants and allow its owners, occupants and tenants to request access to, and correction of their personal information.
- 58.4 This Privacy Policy applies to the Strata Corporation and its property manager in their capacity as agent for the Strata Corporation.
- 58.5 Definitions:
 - (a) "Personal Information" means information about an identifiable individual, and includes

things such as name, age, weight, height, home address, home phone number, race, ethnic origin, sexual orientation, medical information, marital status, religion, finances, education and employment, as well as factual accounts or opinions about that individual. Personal information does not include contact information.

Some of the common types of personal information that strata corporations manage include:

- (i) the name, home address, home phone number and/or cell phone number of owners, occupants and tenants;
 - (ii) email addresses;
 - (iii) owners' banking information or credit card information for payment of strata fees;
 - (iv) emergency contact information;
 - (v) owners or tenants' insurance particulars
 - (vi) names of family members living with an owner or occupying the strata lot;
 - (vii) debts owed to the strata corporation by an owner;
 - (viii) vehicle license numbers of owners or occupants;
 - (ix) video images and recordings obtained during the use and operation of the video camera surveillance system that will be installed in the complex by the Strata Corporation.
- (b) "Contact Information" means information that would enable an individual to be contacted at a place of business and includes name, position name or title, business telephone number, business address, business email or business fax number. Contact information is not covered by this policy or PIPA.
- (c) "Privacy Officer" means the person or persons (may be more than one) designated, who are responsible for ensuring that Strata Corporation complies with this Privacy Policy and PIPA.

58.6 Collecting Personal Information

- (a) Unless the purposes for collecting personal information are obvious and the owner, occupant and/or tenant voluntarily provides his or her personal information for those purposes, subject to the exceptions set out in subsection (b) below, the Strata Corporation will communicate the purposes for which personal information is being collected, either orally or in writing, before or at the time of collection.
- (b) The Strata Corporation will collect the information of owners, occupants and tenants that is necessary to fulfill the following purposes:
- To verify identity and communicate with the owners, tenants and occupants;
 - To process payments;
 - To respond to emergencies;
 - To ensure the orderly management of the Strata Corporation;
 - To understand the financial, banking, insurance needs of the owners, occupants, and tenants;
 - To verify an occupant's vehicle license numbers;
 - To register owner's/occupant's/tenant's pets;
 - To register tenant's information;
 - To open and manage an account;
 - To deliver requested products and services;
 - To enrol an owner, tenant or occupant in a program;
 - To process an owner, tenant or occupant's application or hearing request;
 - To send out Strata Corporation information;
 - To comply with requirements imposed by the Strata Property Act and Regulations and other applicable laws;
 - To protect the security of the facility, including the security of individuals and assets in the facility;

- To investigate bylaw and rule infractions upon receiving a complaint of such.

58.7 Consent

- (a) The Strata Corporation will obtain the consent of owners, occupants and tenants to collect, use or disclose personal information (except where, as noted below, the Strata Corporation is authorized to do so without consent).
- (b) Consent can be provided either orally, in writing, electronically or through an authorized representative or it can be implied where the purpose for collecting, using or disclosing the personal information would be considered obvious and the owners, occupants and tenants voluntarily provide personal information for that purpose.
- (d) Consent may also be implied where an owner, occupant and/or tenant is given notice and a reasonable opportunity to opt-out of consenting to the collection, use or disclosure his/her personal information and the owner, occupant and/or tenant does not opt-out.
- (e) Subject to certain exceptions (e.g., the personal information is necessary to provide the service or product, or the withdrawal of consent would frustrate the performance of a legal obligation), owners, occupants and tenants can withhold or withdraw their consent for the Strata Corporation to use their personal information in certain ways. A decision of an owner, occupant, or tenant to withhold or withdraw their consent to certain uses of personal information may restrict the Strata Corporation's ability to provide a particular service or product. If so, the Strata Corporation will explain the situation to assist the owner, occupant and tenant in making the decision.
- (f) The Strata Corporation may collect, use or disclose personal information without the knowledge or consent of the owner, occupant and/or tenant in the following limited circumstances:
 - With respect to a strata lot owner, the owner's name, the strata lot address, the mailing address if different from the strata lot address, the strata lot number, any parking stall number, and the unit entitlement of the owner's strata lot;
 - Information authorized by a bylaw;
 - The names and addresses of individual mortgagees who have filed a Mortgage Request for Notification;
 - The names of tenants of a strata lot, if any;
 - With respect to a council member, the telephone number or some other method by which the council member can be contacted at short notice;
 - Information necessary for emergency medical treatment if it cannot otherwise be obtained in a timely manner;
 - Information for an investigation or a legal proceeding if collection with consent would compromise its availability or accuracy;
 - Information already available to the public from any of the following: a telephone directory, a professional or business directory, a registry, or a printed or electronic publication;
 - If the Strata Corporation is collecting money owed by an owner, tenant or occupant;
 - If the information is required for the Strata Corporation to seek legal advice from a lawyer;
 - To update banking or financial records;
 - To protect the Strata Corporation from fraud;
 - To investigate an anticipated breach of an agreement or a contravention of law;
 - To substantiate a complaint of a bylaw or rule infraction; or
 - If the personal information is required to be collected, used or disclosed by law.

58.8 Using and Disclosing Personal Information

- (a) Personal information recorded and collected will not be disclosed to any person, other than:
 - (i) the Strata Corporation's Property Manager, if any;
 - (ii) the strata council while exercising their powers and performing the duties of the Strata Corporation,
 - (iii) the Strata Corporation's Privacy Officer,
 - (iv) the Strata Corporation's legal counsel,
 - (v) law enforcement personnel and emergency workers.
- (b) The Strata Corporation will only use or disclose the personal information of owners, occupants and tenants where necessary to fulfill the purposes identified at the time of collection or for a purpose reasonably related to those purposes such as:
 - To conduct surveys in order to enhance the provision of services;
 - To contact owners, occupants and tenants directly about products and services that may be of interest;
 - When required or authorized by law to do so;
 - When disclosure is consented to in writing by an owner, occupant or tenant;
 - To update banking or financial records;
 - To assist in conducting a criminal investigation involving vandalism to or theft of common property or common assets of the Strata Corporation, vandalism to or theft of personal belongings of owners, occupants, tenants, and visitors, or the physical assault of an owner, occupant, tenant, or visitor;
 - To investigate security breaches of the Strata Corporation;
 - To investigate possible employee misconduct;
 - To investigate possible illegal activity;
 - To investigate accidents at the Strata Corporation;
 - To verify or substantiate complaints of bylaw and rule infractions;
 - To respond during an emergency situation to a request in writing by the appropriate authority;
- (c) The Strata Corporation will not use or disclose the personal information of owners, occupants and tenants for any additional purpose unless the Strata Corporation obtains consent to do so.
- (d) The Strata Corporation will not sell lists or personal information of owners, occupants and tenants to other parties

58.9 Retaining Personal Information

- (a) If the Strata Corporation uses the personal information of owners, occupants and tenants to decide that directly affects them, the Strata Corporation will retain that personal information for at least one year.
- (b) Subject to subsection (a), the Strata Corporation will retain the personal information only as long as necessary to fulfill the identified purposes or a legal or business purpose.
- (c) Personal information collected from the use and operation of the video surveillance camera system will be recorded for a period of approximately 30 days, depending on the hard-drive capacity of the system, at which time the system records over previous video and the previous video is lost. Copies of recordings can be captured by DVD or CD and used according to this privacy policy.

- (d) The Strata Corporation's Property Manager, the strata council while exercising their powers and performing the duties of the Strata Corporation, the Strata Corporation's Privacy Officer, the Strata Corporation's legal counsel and law enforcement personnel upon a written request are authorized to view the personal information recorded and collected in this manner.

58.10 Ensuring Accuracy of Personal Information

- (a) The Strata Corporation will make reasonable efforts to ensure that the personal information of owners, occupants and tenants is accurate and complete where it may be used to decide about the owner, resident and tenant or disclosed to another organization.
- (b) Owners, occupants and tenants may request correction to their personal information in order to ensure its accuracy and completeness. A request to correct personal information must be made in writing and provide sufficient detail to identify the personal information and the correction being sought.
- (c) A request to correct personal information should be forwarded to the Privacy Officer or to the Property Manager.
- (d) If the personal information is shown to be inaccurate or incomplete, the Strata Corporation will correct the information as required and send the corrected information to any organization to which the Strata Corporation disclosed the personal information in the previous year. If the correction is not made, the Strata Corporation will note the correction request in the file.

58.11 Securing Personal Information

- (a) The Strata Corporation is committed to ensuring the security of the personal information of owners, occupants and tenants in order to protect it from unauthorized access, collection, use, disclosure, copying, modification or disposal or similar risks.
- (b) The following security measures will be followed to ensure that the personal information of owners, occupants and tenants is appropriately protected:
 - The use of locked filing cabinets where deemed appropriate by the Privacy Officer
 - Restricting access to places where personal information of owners, occupants and tenants is kept
 - Using password protection to computers where personal information of owners, occupants and tenants is kept
 - Using sign-in measures and password protection where the Privacy Officer may sign in remotely to view the images on the video camera surveillance system
 - Using encryption and firewalls on the computers owned by the Strata Corporation and the Property Manager
 - Using encryption and firewalls on the website operated by the Strata Corporation
 - Restricting access to keys to the locked rooms, filing cabinets and safes where the personal information of owners, occupants and tenants may be kept as deemed necessary by the Privacy Officer
 - Requiring any service providers to provide comparable security measures and to provide evidence of such if requested by the Strata Corporation or its agent
 - Changing keys, access codes, sign-in measures and other security measures when there is a change of the Strata Corporation's property manager

- (c) The Strata Corporation will use appropriate security measures when destroying the personal information of owners, occupants and tenants such as:
 - Using a Document Shredder
 - Deleting electronically stored information
 - Destroying or deleting information captured on a CD or DVD recording made of the video camera system
- (d) The Strata Corporation will continually review and update its security policies and controls as technology changes to ensure ongoing personal information security.

58.12 Providing Owners, Occupants and Tenants Access to Personal Information

- (a) Owners, occupants and tenants have a right to access their personal information, subject to limited exceptions:
 - Solicitor-client privilege
 - Health and safety concerns
 - Where disclosure would reveal personal information about another individual
 - Where the disclosure would reveal the identity of an individual who has provided personal information about another individual and the individual providing the personal information does not consent to disclosure of his or her identity
 - the disclosure of the information would reveal confidential commercial information that if disclosed, could, in the opinion of a reasonable person, harm the competitive position of the organization
 - the information was collected or created by a mediator or arbitrator in the conduct of a mediation or arbitration for which he or she was appointed to act (i) under an enactment, or (ii) by a court;
 - the information is in a document that is subject to a solicitor's lien.
- (b) A request to access personal information must be made in writing and the Strata Corporation will require verification of the applicant's identity. The applicant must provide sufficient detail to identify the personal information being sought. Requests for access to view a specific individual's personal information, including access to view those portions of the video camera surveillance system or key FOB access control system that contain personal information for the individual requesting access, must be made in writing and delivered to the Strata Corporation's property manager and the Privacy Officer.
- (c) Upon request, the Strata Corporation will also tell owners, occupants and tenants how the Strata Corporation uses their personal information and to whom it has been disclosed if applicable.
- (d) The Strata Corporation will make the requested information available within 30 business days or provide written notice of an extension where additional time is required to fulfill the request. Information requested under section 35 of the Strata Property Act will be made available within 2 weeks with the exception of bylaws and rules, which will be made available within 1 week.
- (e) A reasonable fee may be charged for providing access to personal information. Where a fee may apply, the Strata Corporation will inform the owner, occupant or tenant of the cost and request further direction from the owner, occupant or tenant on whether or not the Strata Corporation should proceed with the request.
- (f) If a request is refused in full or in part, the Strata Corporation will notify the owner, occupant or tenant in writing, providing the reasons for refusal and the recourse available to the owner, occupant or tenant.

58.13 Questions and Complaints: The Role of the Privacy Officer

- (a) The Privacy Officer and the Strata Corporation's property manager are responsible for ensuring the Strata Corporation's compliance with this Privacy Policy and PIPA.
- (b) Owners, occupants and tenants should direct any complaints, concerns or questions regarding the Strata Corporation's compliance in writing to the Privacy Officer and to the Property Manager. If the Privacy Officer is unable to resolve the concern, the owner, occupant or tenant may also write to the Information and Privacy Commissioner of British Columbia.
- (c) Contact information for the Strata Corporation's Privacy Officer and the strata corporation's property manager is set out in the Minutes of the first Council Meeting following the Annual General Meeting.

(Added AGM January 19, 2021)

59. Safety Hazards

No owner, occupant, tenant, or visitor will do anything that could constitute a safety hazard. Without limiting the generality of the foregoing, no owner, occupant, or tenant will break, release, remove, or override a restraining arm on a window in a strata lot or on common property.

(Added AGM January 19, 2021)

60. Awnings

- (1) No owner, occupant, or tenant will install a shade or awning on the exterior of the building, except for a roll down cloth awning or shade that has been approved in writing by the council.
- (2) An owner, occupant, or tenant will provide the following to the council when making a request under Bylaw 60(1):
 - (a) plans and documents setting out the design of the awning, including:
 - (i) the make and model;
 - (ii) the colour;
 - (iii) the size, including dimensions, and weight; and
 - (iv) the proposed method of installation; and
 - (b) any other documents requested by the council.
- (3) The council will not approve an awning or shade unless:
 - (a) the shade is neutral in colour;
 - (b) the council is satisfied in its discretion that the awning or shade will not cause damage to the building;
 - (c) the owner assigns an assumption of liability agreement on terms required by the council;
 - (d) the weight of the shade is not greater than ◆; and
 - (e) the strata lot on which the shade or awning is installed will be on the south side of the

building.

(Added AGM January 19, 2021)