STRATA PLAN BCS 3863 BRIDGE AT THE VILLAGE ON FALSE CREEK

BYLAWS

STRATA PLAN BCS 3863 BRIDGE AT THE VILLAGE ON FALSE CREEK BYLAWS

Amendments:

Registration:	October 3, 2012	CA2803597
Registration:	August 7, 2014	CA3889494
Registration:	May 26, 2015	CA5629538
Registration:	June 28, 2018	CA6878906
Registration:	July 11, 2019	CA7616708
Registration:	August 13, 2020	CA8360148

Disclaimer: This document is being provided as part of the Strata Corporation records. Viewers are cautioned that official registered documents are available in the Land Title Office and shall be considered the true and official document.

TABLE OF CONTENTS

DIVISION 1 – DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS	1
Payment of strata fees, special levies, and other monies due to the Strata Corporation	1
Repair and maintenance of property by owner	۱۱ 1
Use of property	
Pets and animals	
Inform Strata Corporation	
Approval for alterations to a strata lot, limited common property or common	
propertyproperty or common property or common	6
Conduct of alterations	
Permit entry to strata lot	
Tomic only to olicia for minimum.	
DIVISION 2 - POWERS AND DUTIES OF STRATA CORPORATION	11
Repair and maintenance of property by Strata Corporation	11
DIVISION 3 - COUNCIL	12
Council size	12
Council eligibility	12
Council members' terms	
Removing Council member	13
Replacing Council member	
Officers	
Calling Council meetings	
Quorum of Council	
Council meetings	
Voting at Council meetings	
Council to inform owners of minutes	
Delegation of Council's powers and duties	
Spending restrictions	
Limitation on liability of Council member	16
DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES	16
Maximum fine	16
Continuing contravention	
Continuing Contravention	10
DIVISION 5 - ANNUAL AND SPECIAL GENERAL MEETINGS	16
Quorum of meeting	16
Person to chair meeting	
Participation by other than eligible voters	
Voting	
Order of husiness	18

DIVISION 6 - MARKETING ACTIVITIES BY OWNERS	18
Re-Sale	18
DIVISION 7 - MISCELLANEOUS	19
Enerpro Systems Corporation	19
Disturbance of Others	19
Hazards	
Cleanliness	
Exterior Appearance	
Common Areas	
Parking	21
Electric Vehicle (EV) Parking	22
Damage to Property	23
Security	
Access Fobs	
Moving	
Ban on Smoking	
Small Claims Court Proceedings – Authorization to proceed	
Exemption from bylaws and rules	
·	

BRIDGE AT THE VILLAGE ON FALSE CREEK Strata Plan BCS 3863 BYLAWS

1616 Columbia Street 180 Athlete's way 186 Athlete's way 188 Athlete's Way 1608 Columbia Street 1610 Columbia Street 1618 Columbia Street	191 Walter Hardwick Avenue 193 Walter Hardwick Avenue 197 Walter Hardwick Avenue 199 Walter Hardwick Avenue 170 Athlete's Way
1620 Columbia Street	150 Athlete's Way

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

Payment of strata fees, special levies, and other monies due to the Strata Corporation

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
 - (2) Where an owner fails to pay strata fees in accordance with bylaw 1.(1), outstanding strata fees will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of up to \$200 for each contravention of bylaw 1.(1).
 - (3) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
 - (4) Where an owner fails to pay a special levy in accordance with bylaw 1.(3), outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay a special levy on the date or dates payable will result in a fine of up to \$200 for each contravention of bylaw 1.(3).

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) If an owner who has the use of limited common property fails to repair and maintain it as required under bylaw 2.(2) within 10 days of receiving a written notice from the Strata Corporation or the Strata Council or property manager on behalf of the Strata Corporation setting out the particulars of the repair or maintenance required,

the Strata Corporation may, but shall not be obligated to, retain such workers, contractors, subcontractors or other persons to perform such maintenance or repair work and any costs incurred by the Strata Corporation in retaining such workers, contractors, subcontractors or other persons for the performance of such maintenance or repair work shall be charged to the owner and will become due and payable within five days of demand therefore by the Strata Corporation or by the Strata Council or property manager on behalf of the Strata Corporation.

(4) Despite bylaw 9.(1)(c) and without limiting this bylaw, an owner who has the use of limited common property must repair and maintain any landscaping, including, not exhaustively, plants, foliage, trees and shrubs located thereon in a clean, tidy and healthy condition.

Use of property

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
 - (a) causes a nuisance or hazard to another person;
 - (b) causes unreasonable noise, odour, or vibration;
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
 - is illegal or otherwise contrary to any provisions, rules, regulations or ordinances of any statute or municipal bylaw, whether federal, provincial or municipal; or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
 - (2) An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
 - (3) For the purposes of these bylaws, "strata insurance" means insurance coverage obtained and maintained by the Strata Corporation pursuant to the Act and these bylaws.
 - (4) 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 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 strata insurance policy.

- (5) For clarity and without limiting the generality of the word "responsible" as interpreted by the courts or a tribunal in connection with section 158(2) of the Act, an owner is, under bylaw 3.(4), responsible for:
 - (a) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner's tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees);
 - (b) any loss or damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner's strata lot or limited common property designated for the exclusive use of such owner's strata lot, including anything arising from any of the following:
 - (i) dishwasher;
 - (ii) refrigerator with ice/water dispensing capabilities;
 - (iii) garburator;
 - (iv) washing machine;
 - (v) toilets, sinks, bathtubs;
 - (vi) dedicated plumbing related pipes and fixtures, including the capillary mat radiant heating and cooling system (e.g. drilling into the ceiling of the strata lot), that solely service a strata lot;
 - (vii) fireplaces;
 - (viii) exhaust fans and humidifiers/dehumidifiers:
 - (ix) anything introduced into the strata lot by the owner;
 - any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
 - (xi) any pets residing in or visiting at the owner's strata lot;
 - (xii) any person residing in or visiting at the owner's strata lot; and
 - (xiii) barbecues or smokers.
 - (c) legal costs incurred in relation to defending any claim against the Strata Corporation, and/or prosecuting any claim made against the owner, such indemnity to be on a solicitor and client basis, including disbursements, expenses, taxes, filing and/or Court fees, all on a full indemnity basis.

- (6) For the purposes of these bylaws, any insurance deductible paid or payable by the Strata Corporation will be considered an expense not covered by the strata insurance proceeds received by the Strata Corporation and will be charged to the owner.
- (7) A strata lot must not be used for short-term accommodation purposes, including, but not limited to, a bed-and-breakfast, lodging house, hotel, motel, home exchange, time share, temporary housing, corporate housing, vacation rental or extended vacation rental, whether arranged through websites such as Airbnb, VRBO, Premiere Executive Suites or through companies that advertise this type of accommodation. Without limiting the generality of the foregoing, an owner, tenant or occupant must not enter into a license for the use of all or part of a strata lot.
- (8) A strata lot and the common property (including limited common property) must not be used, occupied or modified, or permitted to be used, occupied or modified, for the purpose of the growing, producing, harvesting, marketing, selling, marketing or distribution of cannabis or marijuana. Storage within a strata lot or transport through common property of cannabis or marijuana is also prohibited, except for quantities less than or equal to limits specified (if any) for legal personal possession of cannabis or marijuana under relevant Canadian or BC legislation.

Pets and animals

- **4** (1) An owner, tenant, occupant or visitor must ensure that all animals are:
 - (a) leashed or otherwise secured when on the common property or on land that is a common asset; and
 - (b) under their full responsibility and do not defecate or urinate on any common property (ie. Including, but not limited to, elevators, corridors, courtyard, landscaped grounds, etc.). Any excrement on common property must be immediately disposed of by the pet owner.

NOTE TO READER: The pet restrictions set out in bylaws 4.(2), 4.(3), and 4.(4) were first approved by the owners at the general meeting held on July 25, 2012, as bylaw 3.(4), and were filed in the Land Title Office under registration no. CA2803597 on October 3, 2012. These bylaws have not been repealed or replaced since then and are amended only for the purposes of these bylaws.

- (2) The keeping of pets in a strata lot is restricted to the following:
 - (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) two dogs or two cats or one dog and one cat.

- (3) A pet owner must assume all liability for all actions by a pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- (4) If a pet is deemed to be a nuisance by the Strata Council, it shall be removed from the Strata Corporation within thirty (30) days.
- (5) Visitors shall be informed of the bylaws and rules concerning pets and owners, tenants and occupants will be responsible for clean-up or damage repair should their visitors bring pets into the common property.
- (6) An owner, tenant, occupant or visitor must not keep or harbour an aggressive dog in a strata lot or the common property, including limited common property. For the purposes of this bylaw, "aggressive" means:
 - (a) any dog that has killed or injured any person or another animal;
 - (b) any dog that aggressively harasses or pursues another animal or person;
 or
 - (c) a Pit Bull Terrier, American Bull Terrier, Pit Bull, Staffordshire Bull Terrier, or any dog of mixed breeding which includes any of these breeds, or any dog that has the appearance or physical characteristics predominantly conforming to these standards for any of these breeds as established by the Canadian Kennel Club or the American Kennel Club or the United Kennel Club, as determined by a veterinarian licensed to practice in the Province of British Columbia.

In the event of a dispute as to whether a dog is an "aggressive" dog within the meaning of this bylaw, the Council may choose a veterinarian and request a letter of certification from that veterinarian, or in the alternate, select a suitable dog expert, to meet with the owner and the dog to assess the dog's behaviour and potential for causing harm to other dogs or to people.

- (7) An owner, tenant or occupant shall not feed nuisance birds such as pigeons, seagulls, crows, starlings and other birds, nor feed squirrels, rodents or other animals from any strata lot or the common property.
- (8) Pet owners are responsible for the costs of any repair of any damage to the common property caused by their pet(s). Any expenses incurred by the Strata Corporation to effect such repairs and any contracted services paid or payable by the Strata Corporation shall be charged to the owner of the strata lot.

Inform Strata Corporation

- **5** (1) An owner must notify the Strata Corporation:
 - (a) within two weeks of becoming an owner, of the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any; and

- (b) within two weeks of the tenancy commencing, a tenant's name and the names of the persons occupying the strata lot with the tenant.
- (2) Before a landlord rents all or part of a strata lot, the landlord must comply with s. 146 of the Act by giving the prospective tenant:
 - (a) the current Bylaws and Rules of the Strata Corporation (copies of the current Bylaws and Rules may be obtained from the Strata Corporation for the fees prescribed under the Act and the Regulations); and
 - (b) a Notice of tenant's responsibilities in Form K.
- (3) Within two weeks of renting all or part of a strata lot, the landlord must give the Strata Corporation a copy of the Form K Notice of Tenant's Responsibilities signed by the tenant. Any owner of a strata lot who leases their strata lot without submitting a Form K in accordance with the Strata Property Act and this bylaw shall be liable to a fine of \$200.00.

Approval for alterations to a strata lot, limited common property or common property

- 6 (1) An owner must obtain the written approval of the Strata Corporation before making or authorizing:
 - (a) an alteration to a strata lot that involves any of the following:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) balconies, patios, terraces, roof terraces, stairs, or other things attached to the exterior of a building;
 - (iv) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (v) fences, railings or similar structures that enclose a patio, terrace, roof terrace, balcony or yard;
 - (vi) common property located within the boundaries of a strata lot:
 - (vii) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act;
 - (viii) the painting of the exterior, or the attachment of sunscreens or greenhouses;
 - (ix) electrical, plumbing, piping, heating and cooling, ventilation, gas and other services, and flooring; and
 - installation of any hard surface flooring. For the purposes of these bylaws "hard surface flooring" includes, not exhaustively, tile, marble, granite, slate, hardwood or hardwood laminate; and

- (b) any alteration to common property, including limited common property, or to common assets.
- (2) The Strata Corporation must not unreasonably withhold its approval under bylaw 6.(1).
- (3) The Strata Corporation will require as part of an application for approval of any alteration under bylaw 6.(1) that an owner must:
 - (a) submit, in writing, detailed plans and description of the intended alteration;
 - (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council; and
 - (c) determine whether the Workers Compensation Act, Occupational Health and Safety Regulation and/or related regulations apply to or have any impact on the intended alteration (for example, whether asbestos or lead paint must be addressed as part of the intended alteration and under what conditions).
- (4) (a) When hard surface flooring is installed or replaced in a strata lot, the strata lot owner must provide to the Strata Corporation a written copy of the manufacturer's specifications with the owner's application for approval under bylaw 6 (1).
 - (i) It is important that work not begin before written approval from the Strata Corporation is obtained.
 - (b) Please send the following to the Strata to obtain approval:
 - (i) The area(s) you plan to change the floor finish;
 - (ii) IIC rating and details of the type of underlay;
 - (iii) Flooring Materials:
 - (iv) Name of Company / Contractor.
 - (c) Before construction begins, the materials to be used must be viewed and confirmed by the BCS3863 building manager.
 - (d) For a Floating Floor an owner must install floor underlay with the highest IIC (Impact Insulation Class) rating.
 - (i) In no event shall the IIC rating be less than 72db
 - (ii) Laminate floors can NOT be adhered to the floor
 - (iii) Hardwood glue down floors have to be glued down with an acoustic adhesive with a 70IIC or greater (Bona R851 or Stauf)

- (iv) Or as option hardwood glue down floors can be double adhered (glued down) over a rubber pad 69IIC (Durason) or greater or over a 6mm cork pad. Both items must be glued down
- (e) Acoustic Vinyl Plank floors with pad already connected must meet or exceed the 70IIC An acoustic vinyl plank with no pad connected or non acoustic pad must be accompanied by a 2mm (or less) acoustic pad meeting or exceeding 70 IIC.
- (f) For hard surface flooring installation, the following must be forwarded prior to any changes occurring:
 - (i) Noise ratings for glue shall have a IIC rating no less than 70db
- (5) The Strata Corporation will require, as a condition of its approval under bylaw 6.(1), that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:
 - (a) that alterations be done in accordance with the design or plans approved by the Strata Corporation or its duly authorized representatives;
 - (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 alteration be at the sole expense of the owner;
 - (d) that the owner from time to time of the strata lot receiving the benefit of an alteration to a strata lot, common property, limited common property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the Strata Corporation as a result, directly or indirectly, of the alterations to a strata lot, common property, limited common property or common assets:
 - (e) that the owner and any 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 are an owner, indemnify and hold harmless the Strata Corporation, its strata council members, employees and agents from any and all claims and demands whatsoever arising out of or in 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 will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the Strata Corporation; and
 - (f) that alterations be done by a qualified tradesperson(s) who is/are licensed, insured and in good standing with WorkSafe BC.

- (6) An owner who has altered a strata lot, common property, limited common property or common assets prior to the passage of these bylaws will be subject to their content and intent to the extent that any damages suffered or costs incurred by the Strata Corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- (7) An owner who has altered a strata lot, common property, limited common property or common assets will indemnify and hold harmless the Strata Corporation, its strata council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to a breach of the Workers Compensation Act, Occupational Health and Safety Regulation and/or related regulations that apply or applied to or had or have any impact on 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 who has altered a strata lot, common property, limited common property or common assets and the said costs or expenses incurred must be charged to that owner and will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the Strata Corporation.
- (8) If, subsequent to the passage of bylaws 6.(1) to 6.(7) inclusive, an owner alters a strata lot, common property, limited common property, or common assets without adhering strictly to these bylaws, the Strata Corporation may require the owner to restore, at the owner's sole expense, the strata lot, common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the strata lot, common property, limited common property, or common assets back to its original condition following a demand by the Strata Corporation pursuant to this bylaw 6.(8), the Strata Corporation may, in its discretion, conduct all or part of the restoration, at the expense of the owner who altered the strata lot, common property, limited common property, or common assets. If the Strata Corporation undertakes any restoration work pursuant to this bylaw 6.(8), the cost of such restoration will become due and payable on or before the first day of the month next following the date on which the cost was incurred.
- (9) The Strata Corporation will not be responsible for repairing, restoring or replacing any alterations undertaken by an owner to a strata lot, common property, limited common property or common assets. In the event that the existence of the alteration to a strata lot, common property, limited common property, or common assets undertaken by an owner results in additional costs to the Strata Corporation in undertaking the repair and maintenance of common property, limited common property, common assets or a strata lot in accordance with these bylaws, the then current owner of the strata lot receiving the benefit of the alteration must indemnify the Strata Corporation for all such additional costs.

Conduct of alterations

7 (1) An owner must give the Building Manager two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed, insured and in good standing with WorkSafe BC. Inadequate notice

- or work by tradespersons who are not licensed, insured and in good standing with WorkSafe BC will result in the levy of fines.
- (2) An owner must not permit any construction debris, materials or packaging to be deposited in the Strata Corporation's disposal containers.
- (3) An owner must ensure that the delivery of any construction materials is through the parking lot and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings. An owner must not permit any renovations/alterations materials to be delivered through the main lobby.
- (4) An owner must ensure:
 - (a) drop cloths are installed and removed daily between the elevators and the strata lot as well as between other doors to protect common areas from any damage; and
 - (b) stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the Strata Corporation) and the residential corridor thoroughly vacuumed daily.
- (5) An owner must ensure that the hours of work are restricted to 8:00 am. to 5:00 pm., Monday through Friday, and 10:00 am. to 5:00 pm. on Saturdays. No work is permitted on Sundays and statutory holidays.
- (6) An owner or a designated person must be in attendance for all significant renovations/alterations, with the determination of whether or not the renovations/alterations are significant to be at the discretion of the Strata Corporation.
- (7) An owner performing or contracting with others to perform renovations or alterations is responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.
- (8) Where a tenant, occupant or visitor is undertaking an alteration with an owner's permission, such tenant, occupant or visitor must comply with bylaws 8.(1) to 8.(7) (inclusive).

Permit entry to strata lot

- 8 (1) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot or limited common property:
 - in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
 - (b) at a reasonable time, on 48 hours' written notice:
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the

- Strata Corporation to repair and maintain under these bylaws or insure under section 149 of the Act; or
- (ii) to ensure an owner's, tenant's or occupant's compliance with the Act, bylaws and rules.
- (2) The notice referred to in bylaw 8.(1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) Where the Strata Corporation. is required to enter a strata lot for the purpose of maintaining, repairing, or renewing pipes, wires, cables and ducts for the time being existing in the strata lot, which are capable of being used in connection with the enjoyment of any other strata lot or the common property, the Strata Corporation and its agents shall in carrying out any work or repairs do so in a proper manner. The Strata Corporation shall make good any damage to the strata lot occasioned by such works and restore the strata lot to its former condition, leaving the strata lot clean and free from debris.
- (4) If access to a strata lot is not provided in accordance with bylaw 8.(1), the owner will be responsible for:
 - (a) all costs of forced entry incurred by the Strata Corporation if the Strata Corporation, having made reasonable efforts is unable to contact the owner of the strata lot, requires access to the strata lot due to an emergency;
 - (b) all costs incurred by the Strata Corporation in respect of contractors who must re-attend at the building to access the strata lot.

Division 2 - Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

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

- (C) patios, terraces, roof terraces, 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; and
- (E) railings and similar structures that enclose patios, terraces, roof terraces and balconies.
- (d) a strata lot, but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) doors, windows and skylights on the exterior of a building or that front on the common property; and
 - (iv) all aspects of the capillary mat radiant heating and cooling system, including all pipes, couplings, valves, and thermostats.
 - (v) always on ventilation fans
- (2) Despite bylaw 9.(1), the Strata Corporation is not responsible for the costs of repair and maintenance work under bylaw 9 and more particularly bylaw 9. (1) (d) (iv) that is not first authorized by the Strata Corporation.
- (3) If the owner, tenant or occupant uses the capillary mat radiant heating and cooling system improperly or is not properly educated on use of the system, the owner will be responsible for all costs incurred by the Strata Corporation in respect of contractors who must attend the building when the system is working properly.

Division 3 - Council

Council size

10 (1) The Council must have at least 3 and not more than 7 members.

Council eligibility

- 11 (1) An owner or the spouse of an owner may stand for Council, but not both in respect of the same strata lot.
 - (2) 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 against that strata lot under section 116(1) of the Act.

Council members' terms

12 (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

- 13 (1) 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. The Strata Corporation must pass a separate resolution for each strata council member to be removed.
 - (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

- 14 (1) If a Council member resigns or is unwilling or unable to act for a period of two 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 bylaw 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 two or more months, persons holding at least 20% 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

- 15 (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 two or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling Council meetings

- 16 (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.

Quorum of Council

- **17** (1) A quorum of the Council is:
 - (a) 2, if the Council consists of 3 or 4 members;
 - (b) 3, if the Council consists of 5 or 6 members; and
 - (c) 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

- 18 (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 bylaw 18.(3), no observers may attend those portions of Council meetings that deal with any of the following:
 - (a) bylaw contravention hearings under section 135 of the Act;

- (b) rental restriction bylaw exemption hearings under section 144 of the Act;
- (c) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

Voting at Council meetings

- 19 (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

20 (1) The Council must circulate to or post for owners of the minutes of all Council meetings within two weeks of the meeting, whether or not the minutes have been approved.

Delegation of Council's powers and duties

- 21 (1) Subject to bylaws 21.(2) to 21.(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 bylaw 21.(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

- 22 (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.
 - (1) Despite bylaw 22.(1), a Council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

Limitation on liability of Council member

- 23 (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) Bylaw 23.(1) does not affect a Council member's liability, as an owner, for a judgment against the Strata Corporation.

Division 4 - Enforcement of Bylaws and Rules

Maximum fine

- 24 (1) Except where specifically stated to be otherwise in these bylaws, the Strata Corporation may fine an owner or tenant up to:
 - (a) \$200 for each contravention of a bylaw; and
 - (b) \$50 for each contravention of a rule.

Continuing contravention

- 25 (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) Where an owner fails to pay a fine in accordance with bylaw 25.(1), outstanding fines will be subject to an interest charge of 10% per annum, compounded annually.

Division 5 - Annual and Special General Meetings

Quorum of meeting

- 26 (1) If within 15 minutes from the time appointed for an annual or special general meeting, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.
 - (2) This bylaw 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.

Person to chair meeting

- 27 (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

- 28 (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

- 29 (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) Despite anything in this bylaw, an election of Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
 - (7) Except on matters requiring a unanimous vote or an 80% vote, the vote for a strata lot may not be exercised if the Strata Corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

Order of business

- **30** (1) The order of business at annual and special general meetings is as follows:
 - (a) certify proxies and corporate representatives and issue voting cards;
 - (b) determine that there is a quorum;
 - (c) elect a person to chair the meeting, if necessary;
 - (d) present to the meeting proof of notice of meeting or waiver of notice;
 - (e) approve the agenda;
 - (f) approve minutes from the last annual or special general meeting;
 - 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;
 - (h) ratify any new rules made by the Strata Corporation under section 125 of the Act;
 - (i) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
 - (k) elect a Council, if the meeting is an annual general meeting;
 - (I) deal with new business, including any matters about which notice has been given under section 45 of the Act; and
 - (m) terminate the meeting.
 - (2) Despite bylaw 30.(1), the order of business at an annual or special general meeting may be amended by a majority vote resolution passed at the same meeting.

Division 6 - Marketing Activities by Owners

Re-Sale

An owner, tenant, occupant or visitor must not display any advertising, including, not exhaustively, real estate signs, for the resale or rental of a strata lot in strata lots or on the common property except on the directory board which shall be located, supplied and maintained by the Strata Management.

Division 7 - Miscellaneous

Enerpro Systems Corporation

- Any owner of a strata lot who does not activate his or her individual utility billing account with Enerpro Systems Corp. within 15 days of written notice requiring same shall be liable to a fine of \$200.00 for every seven days that the individual utility billing account is not activated beyond such 15 day period.
 - (1) Any owner of a strata lot who does not pay an invoice in respect of his or her individual utility billing account with Enerpro Systems Corp. on the day upon which same is due shall be liable to a fine of \$200.00 for every seven days that the invoice remains outstanding.

Disturbance of Others

- 33 (1) Mops or dusters of any kind shall not be shaken, and nothing shall be thrown out of any window, door, passage, or other parts of the strata lot or the common property.
 - (2) No barbecues other than those fuelled by propane or natural gas or electricity may be used. Without limiting the generality of bylaw 3(1), no owner, tenant, occupant or visitor shall operate a barbecue in a manner which, in the opinion of the Strata Corporation, interferes with another owner's enjoyment of their strata lot. All barbecues must be kept at a minimum distance of 24 inches away from the building exterior walls. Without limiting the generality of bylaws 3.(3) to 3.(6), inclusive, an owner must indemnify the Strata Corporation for any costs incurred to repair any heat damage to the building envelope caused by a barbeque used in connection with the owner's strata lot.

Hazards

- (1) Fire hazards must be minimized. No item shall be brought onto or stored in a strata lot or the common property which will in any way unreasonably increase or unreasonably tend to increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate, cancel or void any insurance policy.
 - (2) Without limiting the generality of bylaw 34.(1), no material substances, especially burning material such as cigarettes or matches, shall be discharged or permitted to be discharged from any window, door, patio or other part of a strata lot or the common property.

Cleanliness

35 (1) All household refuse and recycling material shall be secured in the garbage compactor and recycling containers provided by the Strata Corporation. The owners, tenants and occupants will comply with the City's recycling program as it is implemented.

- (2) Any waste material other than ordinary household refuse and normally collected recycling materials is not permitted in the recycling room and shall be removed by the individual owner, tenant or occupant of the strata lot at their own expense.
- (3) An owner, tenant or occupant must not allow a strata lot to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the strata lot or on limited common property or on common property. Any expenses incurred by the Strata Corporation to remove such refuse will be charged to the strata lot owner.

Exterior Appearance

- (1) Except as expressly permitted in these bylaws or the rules, no signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or the strata lot that can be seen outside of the strata lot without prior written approval by the Strata Corporation.
 - (2) Without limiting the generality of bylaw 6, no awning, shade screen, smoke stack, satellite dish, heater, planter or flower box, radio or television antenna shall be hung from or attached to the exterior of a strata lot or installed or placed on the common property, including limited common property, without prior written consent of the Strata Corporation.
 - (3) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, patios, or other parts of the strata lot or anywhere on the limited common property so that they are visible from the outside.
 - (4) Draperies or window coverings that are visible from the exterior of any strata lot shall be cream or white in colour.
 - (5) No balcony, patio, terrace, roof terrace or deck shall be used for the purpose of storing of bicycles, motorcycles, boxes, machinery, and equipment or for general storage purposes.
 - (6) Holiday wreathes are permitted to be hung on strata lot doors during the month of December if common property is not altered.

Common Areas

- The Strata Corporation shall administer all common areas and any rules formulated by the Strata Corporation from time to time shall be binding upon all owners, tenants, occupants and visitors.
 - (2) The common property recreational facilities are for the use of owners, tenants, occupants and their invited visitors only. An owner, tenant or occupant must accompany visitors when using these facilities.

Parking

- 38 (1) An owner, tenant, or occupant shall use only the parking stall(s) assigned to their strata lot by way of partial assignment of rights under a Parking Stall and Storage Locker Lease charging the common property of the Strata Corporation.
 - (2) An owner must not sell, rent, or license the use of parking stalls to any person other than an owner, tenant or occupant. For clarity, parking Stalls cannot be utilized by any person who is not an owner, tenant or occupant of a strata lot within the Strata Corporation.
 - (3) Visitors must park in the parking stalls allocated for visitors.
 - (4) An owner, tenant or occupant must not use visitor parking stalls for their vehicles.
 - (5) An owner, tenant, occupant or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
 - (6) A maximum speed of 15 km/h shall apply within the common property.
 - (7) An owner, tenant, or occupant must not permit any commercial or recreational vehicles (including, but not exhaustively, boats, trailers and campers) or vehicles exceeding 4,000 kg. G.V.W. to enter or be parked or stored on common property, including limited common property, or land that is a common asset, without the prior written consent of the Strata Corporation, except when used in delivery to or removal from the premises.
 - (8) An owner, tenant, or occupant must not store unlicensed or uninsured vehicles on the common property, including limited common property, or on land that is a common asset.
 - (9) An owner, tenant, or occupant storing a vehicle must provide proof of insurance to the Strata Corporation on the commencement date of the storage and if requested by the Strata Corporation.
 - (10) An owner, tenant, occupant or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.
 - (11) An owner, tenant, occupant or visitor will be responsible for the clean-up of oil spills on common property or limited common property. An owner, tenant, occupant or visitor whose vehicle is dripping excessive oil or fuel, with the determination of excessive to be in the sole discretion of the Strata Council, must immediately remove and repair the vehicle or place oil mats under the vehicle. The owner must pay the cost of clean-up of the common property in addition to any fine. For clarity, this also applies to visitors of an owner, tenant or occupant parking in the Visitors' Parking stalls.

- (12) No parking is permitted except in a designated parking space, nor shall a vehicle park in a manner, which will reduce the width of an access roadway.
- (13) Any vehicle, which does not comply with this Bylaw, may be removed at the owner's risk and expense. The Strata Corporation, Strata Council and Strata Agent are not responsible for any damage or loss to vehicles that are towed away.
- (14) An owner, tenant or occupant must move their vehicle out of the common property parkade prior to parkade cleaning. An owner, tenant or occupant who contravenes this bylaw will be subject to a fine of \$100.00.
- (15) A resident must wait for the parkade gates to close completely when exiting or entering the parking areas. A resident must not follow any other vehicle(s), cyclist(s), or person(s) through the parkade gate (i.e. tailgating). Only one vehicle may enter or exit the gate at a time.

Electric Vehicle (EV) Parking

- An owner (the "EV Owner") who has the exclusive use of a parking stall (the "EV Parking Stall") may request the Strata Council install electrical supply, distribution and electric vehicle station equipment (EVSE) accessible to the EV Parking Stall for the purpose of charging an electric vehicle in the EV Parking Stall. The EV owner must enter into an agreement with the strata corporation that will include payment of:
 - (a) The EV charging installation fee as documented in the strata corporations rules and fee schedule. This fee will be based on the expected average cost per stall of installing electric vehicle charging equipment, conduit, building energy management system, and project management.
 - (b) A monthly <u>utilization fee</u> based on energy consumption and on-going maintenance costs of the system.
 - (2) All equipment installed for the purpose of EV Charging will be owned and maintained by the Strata Corporation;
 - (3) An owner, tenant or occupant wishing to charge an electric vehicle using an existing 110V parkade outlet must obtain the written approval of the Strata Corporation before charging the electric vehicle in the parkade. An owner, tenant or occupant with an electric vehicle charging in this way must pay to the Strata Corporation a fee of either \$25/month per four-wheeled vehicle or \$12.50/month per two-wheeled vehicle assessed to the account of the strata lot owner and payable on the first day of the month to which the fee relates.
 - (4) Access to EV charging using an existing 110V parkade outlet is not guaranteed and may not be approved for owners that do not have assigned parking adjacent to existing receptacles, or if the expected load on the circuit for that receptacle cannot safely support additional usage. An owner, tenant or occupant should not purchase an EV with the expectation of charging access in the assigned stalls without receiving written consent from the Strata Corporation.

(5) Access to EV charging in visitor parking stalls is available to visitors at anytime as per the visitor parking rules, and by paying the applicable fee with use of an EVSE charging account. An owner, tenant or occupant wishing to use EV charging in visitor parking must obtain the written approval of the Strata Corporation. Access may be granted during off-peak hours while awaiting installation of EV Charging in an assigned EV Parking Stall.

Damage to Property

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

Security

- 41 (1) Strata lot owners, tenants and occupants are responsible for anyone they admit onto or about the common property, inclusive of visitors (including agents, servants, licensees, or invitees of an owner, tenant or occupant).
 - (2) The Strata Council shall form a Security Committee to provide guidelines for the security of individual strata lots, and to establish resident based voluntary crime prevention programs such as Block Watch.
 - (3) For the security of the owners, tenants and occupants of The Owners, Strata Plan BCS3863 and for the protection of the common property and personal assets of the owners, tenants and occupants of The Owners, Strata Plan BCS3863, the Strata Corporation has the following security systems:
 - (a) Access Control System: The system gives secure access to the building using key fobs and garage remotes as well as individual access to the residential floors through the elevators. The system monitors and records where the key fobs are used and the date and time of such use; and
 - (b) Video Surveillance System: This system monitors common property within the Strata Corporation and records activities on the strata plan at locations as outlined in bylaw 41.(7).
 - (4) The Strata Corporation may collect, from time to time, certain personal information of owners, tenants, and occupants including but not limited to:
 - (a) the name, home address, and home telephone and/or cell phone numbers of owners, tenants and occupants;
 - (b) e-mail addresses;
 - (c) banking information, in the case of owners, for payment of strata fees;
 - (d) video images and voice recordings obtained during the use and operation of the video surveillance system installed or to be installed in the building by the Strata Corporation in the locations set out in the bylaws;

- (e) information and data recorded and collected during the use and operation of the access control system (e.g., key fobs) installed in the building that monitors access to and from the common areas; and
- (f) information as per the Personal Information Protection Policy.
- (5) This bylaw authorizes the collection of personal information using the video surveillance system and access control system for the following purposes only:
 - (a) to monitor access to and from the common property areas of the building;
 - (b) to protect personal property of owners, tenants, occupants, and visitors;
 - (c) to protect common property and common assets of the Strata Corporation;
 - (d) to protect the security and physical safety of owners, tenants, occupants, and visitors to the building; and
 - (e) to investigate thefts, security incidents, emergency situations and bylaw and rule infractions which relate to the safety and security of the Strata Corporation and its owners, tenants, occupants and visitors.
- (6) Request for access to view personal information recorded and collected using the video surveillance system and the access control system must be made in writing and may be emailed to the Strata Corporation. Provided that the personal information has not previously been recorded over, and subject to the Personal Information Protection Act (PIPA) and these bylaws, the Strata Corporation will make the requested stored data available for inspection as per the Personal Information Protection Policy.
- (7) Video surveillance systems are installed throughout the common areas of the buildings, including but not limited to:
 - (a) parkade gate and ramps;
 - (b) parkade levels P1 and P2;
 - (c) near each of the elevator lobbies;
 - (d) entrances and adjacent to fire escape doors;
 - (e) bicycle storage rooms;
 - (f) garbage/recycling room;
 - (g) elevators;
 - (h) courtyard:
 - (i) 1600 block of Columbia Street; and
 - (j) 100 block of Athletes Way.

- Closed circuit television and video surveillance cameras may also be installed in other public areas on a future date if the need is required.
- (8) The security systems operate 24 hours a day and 7 days a week. The Strata Corporation collects data from the video surveillance system and access control systems to monitor the strata plan and usage of each security fob programmed for use at Strata Plan BCS 3863.
- (9) The video surveillance files are stored for a period of up to one week from the date of recording, which may be extended for security purposes as required by law enforcement or bylaw enforcement purposes.
- (10) The access control fob usage records are stored for a period of up to five years from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes.
- (11) The access control system and video surveillance system are used by the Strata Corporation to enhance the security of the facilities, as well as for the security of individuals and assets present in the facilities. Where video information reveals evidence of illegal activity, employee misconduct or accidents, or serious bylaw and rule infraction, the recordings may be disclosed to the Strata Corporation, enforcement, or investigative bodies for further investigation, charges or disciplinary actions.
- (12) If a breach of security or a safety issue/incident and/or a bylaw/rule infraction is reported, a search can be made of the video surveillance and/or access control system data.
- (13) Searches are done by authorized security/police personnel, Strata Management, or Council upon request from either security/police personnel or Strata Management to determine the source of any safety/security issues related to vandalism, unauthorized access, or other safety or security.
- (14) The Strata Corporation is authorized to use the video surveillance system and access control system to record and monitor the movement of the key fobs and the movement of all individuals entering, exiting, or passing the building through the parking area and the lobbies, subject to the limitations set out in the Strata Corporation's Personal Information Protection Policy.
- (15) The information captured on the video camera system may also be used and disclosed in accordance with PIPA. For further detailed information, please refer to the Strata Corporation's Personal Information Protection Policy.
- (16) An owner, tenant, occupant or visitor must not do anything to damage or interfere with any closed circuit television, video surveillance or fob access equipment.

Access Fobs

42 (1) Only key fobs bought from the Strata Corporation will be programmed. Personal key fobs bought by individuals will not be programmed.

- (2) All common area keys and key fobs are the property of the Strata Corporation. Custody and control of common area keys and key fobs are the responsibility of the identified strata lot owner to whom the keys and key fobs have been issued. The owner obtaining the keys, key fobs acknowledges that the user understands the following:
 - (a) key(s) and key fob(s) are the property of the Strata Corporation;
 - (b) key(s) and key fob(s) are issued for the use of an owner or their designated individual. The Owner is responsible for the keys and fobs;
 - (c) the unauthorized transfer or the duplication of a key or key fob is not permitted. This is considered a serious breach of security and a fine will be issued:
 - (d) if the key or key fob is lost or stolen, the resident (owner or tenant) must immediately notify the Strata Corporation to ensure the security of the building has not been jeopardized;
 - (e) tenants must receive common area keys and key fobs from Owners or their authorized agents. The keys and key fobs will not be issued to tenants unless authorized by the owner in writing; and
 - (f) replacement/additional fob(s) cost \$50 each including applicable taxes, and garage remote(s) cost \$100 each including applicable taxes subject to the following:
 - (i) owners wishing to apply for additional fob(s) and/or garage remote(s) must do so in writing to the Management Company.

Moving

- 43 (1) It will be the express responsibility of the owner to ensure that all moves in or out by the owner or an occupant or tenant conform to the bylaws and rules as established by the Strata Corporation.
 - (2) Owners are required to contact the on-site building manager a minimum of five (5) days in advance to arrange for a move-in or move-out. The on-site building manager will arrange to supervise the move to ensure no damage to common property and arrange to lock off the elevator / hang protective coverings if required. The Strata Corporation may levy a fine of up to \$200 for any move not so arranged.
 - (3) All moves into the building will be charged a non-refundable lump sum fee of \$250 payable to the Strata Corporation, The Owners, Strata Plan BCS3863. The cost to repair any damage to the common property will be assessed to the strata lot and/or billed to the owner responsible.
 - (4) For all moves involving new owners, tenants, or occupants Access Fobs shall be verified and re-issued by the building manager. Owner, tenant and/or occupant information shall be provided to the Strata Corporation for each Access Fob holder and access credentials will be set as per the Gold Medal Club bylaws and rules.

Ban on Smoking

- **44** (1) For the purposes of this bylaw, the following definitions apply:
 - (a) "smoke" or "smoking" includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco or other weed substances (including, for clarity, marijuana);
 - (b) "vape" or "vaping" includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.
 - (2) An owner, tenant, occupant or visitor must not smoke or vape in or on the Strata Plan including the following areas:
 - (a) in a strata lot;
 - (b) on the common property and limited common property including, but not limited to, hallways, the lounge, fitness room, stairwells, elevators, parkades, storage locker rooms and electrical and mechanical rooms;
 - (c) on the patios, balconies, terraces, and roof terraces;
 - (d) within six meters of a door, window or air intake of the building; and
 - (e) on any land that is a common asset.

Small Claims Court Proceedings – Authorization to proceed

45 (1) The Strata Corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover from an owner or other person.

Exemption from bylaws and rules

46 (1) The Strata Council may grant an exemption from the operation of a bylaw or rule in order to provide an accommodation in accordance with the BC *Human Rights Code*