

1. CONTACT: (Name, address, phone number)

2. IDENTIFICATION OF ATTACHED STRATA PROPERTY ACT FORM OR OTHER SUPPORTING DOCUMENT:

3. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

***Strata Property Act***

**FORM Y**

**OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS**

*(Section 245(d); Regulations section 14.6(2))*

Re: Strata Plan EPS6562, being a strata plan of

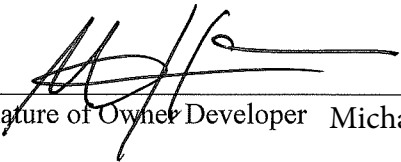
PID: 018-702-058 – Lot E Block 21 District Lot 486 Plan LMP15728

The attached bylaws differ from the Standard Bylaws to the *Strata Property Act*, permitted by section 120 of the Act:

Date: March 13<sup>th</sup>, 2020

1076396 BC Ltd.

By its authorized signatory:

  
\_\_\_\_\_  
Signature of Owner/Developer Michael Henson

## **BYLAWS**

### **"The Main"**

#### **1. Compliance with Bylaws and Rules**

- 1.1 All owners, tenants, occupants and visitors must comply strictly with the bylaws and rules of the Strata Corporation and with the bylaws and rules of the Strata Council adopted from time to time.

#### **2. Repair and maintenance of property by owner**

- 2.1 An owner of a strata lot must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the Strata Corporation.
- 2.2 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.
- 2.3 Strata lot owners who install hard surface floors must, as a minimum, install at least 6 millimetres of sound absorbing and sound deadening, such as foam, cork or rubber, as underlay insulation.
- 2.4 An owner/resident shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement of any damaged common property, common facility, strata lot or the contents thereof caused by or resulting from acts, omission of acts, negligence or carelessness, by the owner or by any member of the owner's family or their guests, employees, contractors, agents, tenants or volunteers, but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy and the application of any direction of payment caused to be made by the Insurance Bureau of Canada and its publications or the Act.
- 2.5 In addition to the obligations and liabilities imposed by Bylaw 2.4:
- (a) An owner is strictly liable to the strata corporation to the extent provided by Bylaw 2.5(b) for any damage to common property, limited common property, common assets or to any strata lot (including personal property contained therein) as a result of:
- (i) any of the following items in the owner's strata lot:
- (A) dishwasher;
  - (B) refrigerators; icemakers
  - (C) garburator;
  - (D) washing machine or dryer;
  - (E) hot water tanks

- (F) toilets, sinks, bathtubs and where located wholly within the strata lot accessible to the owner, plumbing pipes and fixtures;
  - (G) fireplaces;
  - (H) range and microwave
  - (J) anything introduced into the strata lot by the owner;
- (ii) any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owners (s) of the strata lot;
- (iii) the freezing and bursting of any pipes in the owner's strata lot or located in the common property made by the owner or by prior owner (s) of the strata lot;
- (iv) a blocked drain on the deck, balcony or patio designated as limited common property for the owner's strata lot;
- (v) any pets residing in or visiting the owner's strata lot.
- (b) An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot (including personal property therein) as a result of damage for which an owner is strictly liable under bylaw 2.5(a) but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation insurance. Bylaw 2.5(a) does not in any way limit the ability of the Strata Corporation to sue an owner pursuant to section 158 (2) of the Strata Property Act where the owner is responsible for the loss or damage.

2.6 For the purposes of this bylaw, any insurance deductibles paid or payable by the application of the Strata Corporation's policy or damage done and requiring repair that is under the appropriate deductible of the Strata Corporation's policy shall be considered as an expense chargeable to the owner and shall be added to and become 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.

2.7 An owner must use only licensed and qualified plumbers, electricians and other trades approved by the Strata Council retained by an owner to carry out electrical, plumbing or other work in a strata lot.

2.8 When any maintenance or alteration to the building security system and the fire sprinkler system is required shall be carried out by the company retained by the Strata Corporation to maintain the security and/or fire system.

### 3. **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, smell, vibration or glare in or about any strata lot, common property or common assets,
  - (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,
  - (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.
- 3.2 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.
- 3.3 An owner is responsible for any damage to the owner's strata lot caused by occupants, tenants or visitors.
- 3.4 Residents and their visitors shall do nothing on common property likely to damage plants, bushes, flowers, lawns, lights or fountains and shall not place chairs, tables or other objects on the common property so as to cause damage or inhibit reasonable growth.
- 3.5 An owner of a strata lot must indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot by the owner's act, omission, negligence or carelessness or by that of an owner's customers, clients, visitors, occupants, guests, employees agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable by the Strata Corporation, as the case may be, shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the owner.
- 3.6 No one shall smoke while they are on common property.
- 3.7 A resident must not permit any oversized vehicles to enter or be parked or stored on common property, limited common property or land that is common property.

- 3.8 Waterbeds that are not equipped with proper frames and safety liners will not be permitted on a strata lot. Owners using a waterbed must carry a minimum of \$100,000.00 waterbed liability insurance.

#### **4. Pets and Animals**

- 4.1 An owner, tenant, occupant or visitor must not keep any pets on the strata lot or common property or on land that is a common asset except in accordance with these bylaws
- 4.2 An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured and supervised when on the common property or on land that is a common asset.
- 4.3 An owner, tenant or occupant must not keep any pets in a residence other than one or more of the following:
- A reasonable number of fish or other small aquarium animals
  - A reasonable number of small caged animals
  - A reasonable number of caged birds
  - Two dogs or two cats, or one dog and one cat.
- (the "Permitted Pet")
- 4.4 A resident must not harbour exotic pets, including but not limited to snakes, reptiles, spiders or large members of the cat family
- 4.5 A resident or visitor must not permit a loose or unleashed Permitted Pet at any time on the common property or on land that is a common asset.
- 4.6 The owners of pets shall be fully responsible for their pets behavior within the common property.
- 4.7 A resident must not keep a Permitted Pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a strata lot, common property or common assets, the council may order such pet to be removed permanently from the strata lot, the common property or common asset or all of them.
- 4.8 A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner.

- 4.9 A 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.

## **5. Building Security**

- 5.1 No one shall leave open or unlock any outside entrance or exterior fire doors.
- 5.2 No one shall let a stranger in to the building by way of the enterphone, nor when entering themselves. This particularly applies to persons claiming to be trades persons or delivery persons since they should have an appointment via the Property Manager.
- 5.3 Residents should report to the Property Manager or the police any suspicious persons in or around the building.
- 5.4 All keys to locks on common property are common property and may be issued only by the Property Manager at the request of the Strata Council.
- 5.5 Additional/replacement keys may be obtained by a registered owner or registered tenant at any time by paying a charge to the Corporation of \$50.00 for each of the third (3) and fourth (4) key and \$100.00 for each for any subsequent key issued to the strata lot.
- 5.6 Additional/replacement garage remotes may be obtained by a registered owner or registered tenant at any time by paying a charge to the Corporation of \$60.00.
- 5.7 Amounts outlined in section 5.5 and 5.6 are subject to change from time to time at the discretion of Council.
- 5.8 All lost or stolen garage remotes and keys shall be reported to the Strata Corporation through the Property Manager immediately. There is no penalty involved other than the cost of replacement.
- 5.9 No soliciting shall be permitted within the building under any circumstances.
- 5.10 Persons entering the underground parkade must wait for the full closure of the security gates before proceeding in order to observe or prevent unauthorized entry.

## **6. Inform Strata Corporation**

- 6.1 An owner must notify the Strata Corporation of within two weeks of becoming an owner, the owner's name and any occupants' names, strata lot number and mailing address outside the strata plan, if any.

## **7. Obtain approval before altering a strata lot**

- 7.1 An owner must obtain the written approval of the Strata Council before making or authorizing 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) patios, 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; and
  - (g) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act.
- 7.2 The Strata Council must not unreasonably withhold its approval under subsection 7.1. However as a condition of its approval the owner must take responsibility for any expenses relating to the alteration and indemnify and hold harmless the Strata Council and Strata Corporation for any future costs in connection with the alteration. The Strata Council may require that the owner's agreement to the terms in this subsection be in writing. For clarity, the Strata Council will not refuse approval of the appearance of commercial signage abutting a commercial strata lot where such signage has been approved by the District of Squamish. Strata Council approval of commercial signage shall be confined to the size, location and manner of its attachment to the exterior of the building and any related servicing of the signage that penetrates the exterior of the building.
- 7.3 An owner intending to apply to the Strata Council for permission to alter a strata lot must submit in writing, detailed plans and a written description of the intended alteration.
- 7.4 When approval is granted by the Strata Corporation to any owner for modification to a strata lot work must commence within 30 days of approval and be completed within 60 days from the date of approval. (If due to unforeseen difficulties the work is not completed within the allotted time frame, a new application must be submitted). In the case of alterations to a commercial strata lot requiring approval of the Strata Council pursuant to 7.1, the timelines of this section shall not apply to the improvements internal to the commercial strata lot.



- 7.5 Interior alterations to wiring, plumbing, piping and other services may be made provided that they comply with all building codes and do not affect any other strata lot. Municipal permits for wiring and plumbing must be obtained prior to any alterations and submitted to the Strata Council for approval.
- 7.6 Any structural alteration, either to the interior or exterior of the building made by an owner without the prior written consent of the Strata Council or its duly appointed representative will be reinstated to the original design/situation and any costs incurred by the Strata Corporation will be the responsibility of the owner.
- 7.7 An owner/resident shall not do any act or permit any act to be done, by anyone, to alter or permit to be altered his strata lot in a manner which, in the opinion of the Strata Council, will alter the exterior appearance of the building, excepting signage referred to in Section 7.2.

## **8. Obtain approval before altering common property**

- 8.1 An owner must obtain the written approval of the Strata Council before making or authorizing an alteration to common property, including limited common property or common assets.
- 8.2 An owner, as part of its application to the Strata Council, for permission to alter common property, limited common property or common assets, must:
- (a) submit, in writing, detailed plans and description of the intended alteration;
  - (b) obtain all applicable permits, licenses and approvals from the appropriate governmental authorities and provide copies to the Strata Council ; and
  - (c) obtain the consent of the owners by written approval of the Strata Council under bylaw 8.1.
- 8.3 The Strata Council may require, as a condition of its approval, 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 Council, or its respective 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 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 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 shall have been owner, indemnify and hold harmless the Strata Corporation and the sections, their council members, 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 or Type as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner, and shall become due and payable on the 1<sup>st</sup> day of the month after the owner is notified of the charge.

- 8.4 An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the Strata Corporation or a Type as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- 8.5 An owner who, subsequent to the passage of these bylaws, alters common property or limited common property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the 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 alteration to its original condition, the Strata Corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall become due and payable on the 1<sup>st</sup> day of the month after the owner is notified of the charge.

## **9. Major Renovations and alterations**

- 9.1 An owner must give the Strata Council two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials. Tradespersons must be licensed and adequately insured. Inadequate notice or work by unlicensed or inadequately insured tradespersons will result in the levy of fines.
- 9.2 A resident must not permit any construction debris, materials or packaging to be deposited in the Strata Corporation's disposal containers.
- 9.3 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 that the elevator is protected with proper wall pads and floor coverings. An owner must not prop a door open unattended

and must ensure that building security is maintained during the entry of trades people and the delivery of materials.

9.4 An owner is responsible to ensure that:

- (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 spillage or dripping; and
- (b) stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the Strata Council ) and the residential corridor thoroughly vacuumed daily

9.5 An owner must ensure that the hours of work are restricted to 8:00 a.m. to 8:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays. To perform renovations/alterations on statutory holidays, an owner must apply for permission in writing to the Strata Council at least five business days before the holiday date.

9.6 An owner must be in attendance for all significant renovations or alterations. The determination of significant shall be in the discretion of the Strata Council.

9.7 An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required permits and licences are obtained.

## **10. Permit entry to strata lot**

10.1 An owner, tenant, occupant or visitor must allow a person authorized by the Strata Council to enter the strata lot or limited common property:

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
- (b) at a reasonable time, on 48 hours' written notice, to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair, replace, renew and maintain under these Bylaws or the Act or to insure under section 149 of the Act.

10.2 The written notice must include the date and approximate time of entry, and the reason for entry.

10.3 In exercising its rights of entry, the Strata Council will not unreasonably interfere with the use of a strata lot.

## **Division 2 - Strata Council**

### **11. Strata Council size**

- 11.1 The Strata Council must have at least three and not more than seven members.

### **12. Strata Council eligibility**

- 12.1 An owner or the spouse of an owner may stand for council, but not both.
- 12.2 No person may stand for Strata 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.
- 12.3 A verbal resignation made by a Strata Council member at a meeting constitutes a resignation from the Strata Council.

### **13. Strata Council members' terms**

- 13.1 The term of office of a Strata Council member ends at the end of the annual general meeting at which the new Strata Council is elected.
- 13.2 A person whose term as a Strata Council member is ending is eligible for re-election.

### **14. Removing Strata Council member**

- 14.1 The Strata Council may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more Strata Council members. The Strata Corporation must pass a separate resolution for each Strata Council member to be removed.
- 14.2 After removing a Strata Council member, the Strata Council may hold an election at the same annual or special general meeting to replace the Strata Council member for the remainder of the term or the remaining members of the Strata Council may appoint a replacement Strata Council member for the remainder of the term.
- 14.3 If the Strata Council removes all of the Strata Council members, the Strata Council must hold an election at the same annual or special general meeting to replace the Strata Council members for the remainder of the term up to, at least, the minimum number of Strata Council members required by these bylaws.
- 14.4 A replacement Strata Council member appointed by the Type may be appointed from any person eligible to sit on the Strata Council.

## **15. Replacing Strata Council member**

- 15.1 If a Strata Council member resigns or is, for a period of two or more months, unwilling or unable to act, the remaining members of the Strata Council may appoint a replacement Strata Council member for the remainder of the term.
- 15.2 A replacement Strata Council member may be appointed from any person eligible to sit on the Strata Council.
- 15.3 The Strata Council may appoint a Strata Council member even if the absence of the member being replaced leaves the Strata Council without a quorum.
- 15.4 If all the Strata Council members of the Strata Council resign or are unwilling or unable to act, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new Strata Council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

## **16. Officers**

- 16.1 At the first meeting of the Strata Council of the Strata Corporation held after each annual general meeting of the Strata Corporation, the Strata Council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- 16.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 16.3 The vice president has the powers and duties of the president:
  - (a) While the president is absent or is unwilling or unable to act.
  - (b) If the president is removed, or
  - (c) For the remainder of the president's term if the president ceases to hold office.
- 16.4 The Strata Council may vote to remove an officer.
- 16.5 If an officer other than the president is removed, resigns or is unwilling or unable to act, the Strata Council members may elect a replacement officer from among themselves for the remainder of the term.

## **17. Calling Strata Council meetings**

- 17.1 Any Strata Council member of the Strata Council may call a Strata Council meeting by giving the other Strata Council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

17.2 The notice for a Strata Council meeting does not have to be in writing.

17.3 A Strata Council meeting may be held on less than one week's notice if

- (a) all Strata Council members consent in writing in advance of the meeting, or
- (b) the meeting is required to deal with an emergency situation, and all Strata Council members either
  - (i) consent in writing in advance of the meeting, or
  - (ii) are unavailable to provide consent after reasonable attempts to contact them.

## **18. Requisition of Strata Council hearing**

18.1 By application in writing stating the reasons for the request, an owner or tenant may request a hearing at a Strata Council meeting.

18.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested, the Strata Council must hold a meeting to hear the applicant within 90 days of the date of receipt by the Strata Council of the application.

18.3 If the purpose of the hearing is to seek a decision of the Strata Council, the Strata Council must give the applicant a written decision within one month of the date of the hearing.

## **19. Quorum of Strata Council**

19.1 A quorum of the Strata Council is

- (a) two, if the Strata Council consists of three or four members,
- (b) three, if the Strata Council consists of five or six members, and
- (c) four, if the Strata Council consists of seven members.

19.2 Strata Council members must be present in person at the Strata Council meeting to be counted in establishing quorum.

## **20. Strata Council meetings**

20.1 The Strata Council may meet together for the conduct of business, adjourn and otherwise regulate its meetings as it thinks fit.

- 20.2 At the option of the Strata Council, Strata Council meetings may be held by electronic means, so long as all Strata Council members and other participants can communicate with each other.
- 20.3 If a Strata Council meeting is held by electronic means, Strata Council members are deemed to be present in person.
- 20.4 Owners and spouses of owners may attend Strata Council meetings as observers.
- 20.5 Notwithstanding subsection .4, no observers may attend those portions of Strata 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; and
  - (c) any other matters if the presence of observers would, in the Strata Council 's opinion, unreasonably interfere with an individual's privacy.

## **21. Voting at Strata Council meetings**

- 21.1 At Strata Council meetings, decisions must be made by a majority of Strata Council members present in person at the meeting.
- 21.2 If there is a tie vote at a Strata Council meeting, the president may break the tie by casting a second, deciding vote.
- 21.3 The results of all votes at a Strata Council meeting must be recorded in the Strata Council meeting minutes.

## **22. Strata Council to inform owners of minutes**

- 22.1 The Strata Council must circulate to owners of the Strata Council or post on a common property notice board the minutes of Strata Council meetings within two weeks of the council meeting, whether or not they have been approved.

## **23. Delegation of Strata Council's powers and duties**

- 23.1 Subject to further provisions of these bylaws, the Strata Council may delegate some or all of its powers and duties to one or more Strata Council members or persons who are not members of the Strata Council and may revoke the delegation.
- 23.2 The Strata 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 23.3.

23.3 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.

23.4 The Strata 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 an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

## **24. Spending restrictions**

24.1 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.

24.2 If a proposed expenditure has not been approved in the budget or at an annual or special general meeting, the Strata Council may only make such expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made pursuant to this section in the same fiscal year, is less than \$2,500.00.

## **25. Limitation on liability of Strata Council member**

25.1 A Strata 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 Strata Council.

25.2 Subsection .1 does not affect a Strata Council member's liability, as an owner, for a judgment against the Strata Corporation.

25.3 All acts done in good faith by the Strata Council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of



Strata Council as valid as if the Strata Council member had been duly appointed or had duly continued in Office.

### **Division 3 - Separate Sections**

#### **26. Commercial Section**

- 26.1 The owners of all non-residential strata lots, being strata lots 1 [REDACTED] inclusive may, with the approval of three-quarter of all such owners, form a separate Section within the Strata Corporation consisting of all the non-residential strata lots in the strata plan and bearing the name "The Owners of the Commercial Section of Strata Plan [REDACTED]" (the "Commercial Section").

#### **27. Residential Section**

- 27.1 The owners of all residential strata lots, being strata lots 12 to 121 inclusive may, with the approval of three-quarter of all such owners form a separate Section within the Strata Corporation consisting of all the residential strata lots in the strata plan and bearing the name "The Owners of the Residential Section of Strata Plan [REDACTED]" (the "Residential Section").

#### **28. Administration of Sections**

- 28.1 Each of the Residential Section and Commercial Section, if any, must elect an executive in the manner described in Division 4 of these bylaws.
- 28.2 With respect to matters that relate solely to a separate Section, each Section is a corporation and has the same powers and duties as the Strata Corporation to enter into contracts in the name of such Section, to acquire and dispose of land and other property in the name of or on behalf of such Section, and to enforce bylaws and rules.
- 28.3 Each Section may make rules governing the use, safety and condition of the limited common property designated for the exclusive use of such Section.
- 28.4 Each of the Commercial Section and the Residential Section may obtain insurance only:
- (a) against perils that are not insured by the Strata Corporation; or
  - (b) for amounts that are in excess of amounts that are insured by the Strata Corporation.
- 28.5 Each Section has the same insurable interest as the Strata Corporation has in property contained within such Section or limited common property designated for the exclusive use of that Section.

## **29. Payment and Collection of Section Fees**

- 29.1 Each of the Commercial Section and the Residential Section are entitled to establish its own operating fund and contingency reserve fund for common expenses of the Section, including expenses relating to the limited common property designated for the exclusive use of all of the strata lots in such Section, and in the case of the Commercial Section, expenses approved by the executive of the Section for collectively promoting business for owners in the Commercial Section.
- 29.2 The executive of each Section will prepare an annual budget of Section expenses which is to be included as part of the annual budget prepared by the Strata Corporation for approval at annual general meetings. The strata fees payable by the owners will include the fees owing to the Strata Corporation and the fees owing to the owner's separate Section.
- 29.3 Upon receipt each month of strata fees from the owners, the Strata Corporation will deposit into separate accounts that portion of such fees which is applicable to the Strata Corporation operating fund, the Strata Corporation contingency reserve fund, the operating fund of the applicable Section and the contingency reserve fund of the applicable Section.
- 29.4 Only authorized signatories for each of the Commercial Section and the Residential Section will be entitled to withdraw funds from the operating fund and the contingency reserve fund for their respective Sections.
- 29.5 Special levies approved by a separate Section will be payable by the owners in such Section to the Strata Corporation which will pay such special levy into the operating fund or the contingency reserve of such Section, as requested by such Section.
- 29.6 At the request of a separate Section, the Strata Corporation will register a lien against as owner's strata lot if Section fees have not been paid to the Strata Corporation as part of such owner's strata fees or if a special levy approved by a separate Section has not been paid by such owner.

## **30. Exclusive Use Granted by Sections**

- 30.1 Each Section may grant to an owner within the Section the right to exclusive use and enjoyment of common property appurtenant to the Section or special privileges in respect thereof; a grant to be determinable on reasonable notice, unless the Section by unanimous resolution otherwise resolves.

## **31. Powers and Duties of Sections**

- 31.1 With respect to a matter that relates solely to a Section and without restricting any other powers and duties of a Section set out in the Act or regulations (including those described

in Sections 194 to 198 of the Act), a Section has the same powers and duties as the Strata Corporation pursuant to Sections 38(b), 61, 65, 84, 85 and 129 to 138 of the Act.

### **32. Records of Sections**

32.1 Each Section must prepare all of the following records:

- (a) minutes of annual and special general meetings of that Section and of the executive for that Section
- (b) a list of members of the executive for that Section; and
- (c) books of account showing money received and spent by that Section and the reason for the receipt or expenditure.

32.2 The executive of each Section must retain, in one location or in the possession of one person, and will make available for inspection on request to an owner within that Section or a person described in Sections 36(1) (b) or (c) of the Act:

- (a) any resolutions approved by a three-quarter (3/4) vote or a unanimous vote of the Section;
- (b) any rules of the Section;
- (c) written contracts to which the Section is a party;
- (d) any decision of an arbitrator or judge in a proceeding in which the Section was a party, and any legal opinions obtained by the Section;
- (e) the budget and financial statement of the Section for the current year and for previous years;
- (f) waivers and consents under Section 41, 44 or 45 of the Act amended to replace all references to the Strata Corporation to be the Section;
- (g) income tax returns of the Section, if any;
- (h) correspondence sent or received by the Section and its executive;
- (i) bank statements, cancelled cheques and certificates of deposit; and
- (j) any other records required to be kept by the Strata Corporation by the regulations only to the extent that they apply to the Section.

32.3 The executive of each Section must retain the item described in bylaws 32.1 and 32.2 for the equivalent period of time which the Strata Corporation is required to retain similar records and documents under the regulations.

### **33. Resolutions of Strata Corporation or Sections**

- 33.1 Any resolution passed by the Strata Corporation or the executive of a Section must clearly state the particular strata lots or common property or limited common property to which such resolution applies and resolutions made by the executive of a Section will apply only to the strata lots within that Section.

### **Division 4 - Section Executives**

#### **34. Executive Size**

- 34.1 The executive of each Section must have at least 1 and not more than 5 members.
- 34.2 A member of either Section executive is eligible for election to the Strata Corporation's council.
- 34.3 If there are fewer than 3 strata lots in the Commercial Section or fewer than 3 owners in the Commercial Section, the executive of the Commercial Section must consist of all owners in the Commercial Section.
- 34.4 If there are fewer than 3 strata lots in the Residential Section or fewer than 3 owners in the Residential Section, the executive of the Residential Section must consist of all owners in the Residential Section.

#### **35. Executive Members' Terms**

- 35.1 The term of office of a member of either Section's executive ends at the said of the annual general meeting at which the new executive is elected.
- 35.2 A person whose term as member of the executive is ending is eligible for reelection.

#### **36. Removing Executive Members**

- 36.1 Either Section may, by a resolution passed by a majority vote at a meeting of that Section, remove one or more members from its respective executive.
- 36.2 After removing a member from an executive, the Section of that executive must hold an election at the same meeting to replace the member for the remainder of the term.
- 36.3 No person may stand for either executive or continue to be on either executive with respect to a strata lot if the Strata Corporation is entitled to register a lien against that strata lot.

### **37. Replacing Executive Members**

- 37.1 If a member of the executive resigns or is unwilling or unable to act for a period of 2 or more months, the remaining numbers of such executive may appoint a replacement member for the remainder of the term.
- 37.2 A replacement member may be appointed from any person eligible to sit on the executive.
- 37.3 The executive may appoint a member under this bylaw even if the absence of the member being replaced leaves the executive without a quorum.
- 37.4 If all the members of either Section executive resign or are unwilling or unable to act for a period of 2 more months, persons holding at least 25% of the votes in that Section may hold a meeting of its Section to elect a new executive by complying with the provisions of the Act, the regulations and these bylaws respecting the calling and holding of meetings.

### **38. Executive Officers**

- 38.1 At the first meeting of the executive held after each annual general meeting of a Section, the executive of such Section must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- 38.2 A person may hold more than one office at a time, other than the offices of president and vice president
- 38.3 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.
- 38.4 If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the members of the executive may appoint a replacement from among themselves for the remainder of the term.

### **39. Calling Executive Meetings**

- 39.1 Any member of either Section executive may call an executive meeting by giving the other members of that Section's executive at least one week's notice of the meeting specifying the reason for calling the meeting.
- 39.2 The notice does not have to be in writing.
- 39.3 An executive meeting may be held on less than one week's notice if:

- (a) all members of that Section executive consent in advance of the meeting;  
or
- (b) the meeting is required to deal with an emergency situation and all members of such Section's executive either:
  - (i) consent in advance of the meeting; or
  - (ii) are unavailable to provide consent after reasonable attempts to contact them.

#### **40. Requisition of Executive Hearing**

- 40.1 By application in writing, stating the reason for the request, an owner or tenant of a residential strata lot may request a hearing at a meeting of the executive of the Residential Section.
- 40.2 By application in writing, stating the reason for the request, an owner or a tenant of a non-residential strata lot may request a hearing at a meeting of the executive of the Commercial Section.
- 40.3 If a hearing is requested under bylaw 40.1 or 40.2, the executive of the Residential Section or the Commercial Section, as the case may be; must hold a meeting to hear the applicant within one month of the request.
- 40.4 If the purpose of the hearing is to seek a decision of the executive of the applicable Section, such executive must give the applicant a written decision within one week of the hearing.

#### **41. Quorum of Executive**

- 41.1 A quorum of each executive is:
  - (a) 1, if such executive consists of one member;
  - (b) 2, if such executive consists of 2, 3 or 4 members; and
  - (c) 3, if such executive consists of 5 members.
- 41.2 Executive members must be present in person at its executive meeting to be counted in establishing quorum.

## **42. Executive Meetings**

- 42.1 At the option of the executive of either Section, executive meetings of the Section may be held by electronic means, so long as all executive members of that Section and other participants can communicate with each other.
- 42.2 If an executive meeting of either Section is held by electronic means, executive members of such Section are deemed to be present in person.
- 42.3 Owners of the Commercial Section may attend executive meetings of the Commercial Section as observers and owners of the Residential Section may attend executive meetings of the Residential Section as observers.
- 42.4 Despite bylaw 42.3, no observers may attend those portions of executive meetings that deal with any of the following:
  - (a) bylaw contravention hearings;
  - (b) rental restriction bylaw exemption hearings;
  - (c) any other matters if the presence of observers would, in the executive's opinion, unreasonably interfere with an individual's privacy.

## **43. Voting at Executive Meetings**

- 43.1 At executive meetings of a Section, decisions must be made by a majority of executive members of such Section present in person at the meeting.
- 43.2 If there is a tie vote at an executive meeting of a Section, the president of the executive of the Section may break the tie by casting a second, deciding vote.
- 43.3 The results of all votes at an executive meeting of a Section must be recorded in the meeting minutes of the executive of such Section.

## **44. Executive to Inform Owners of Minutes**

- 44.1 The executive of the Section must inform owners in such Section of the minutes of all executive meetings of such Section within 2 weeks of the meeting, whether or not the minutes have been approved.

## **45. Delegation of Executive's Powers and Duties**

- 45.1 Subject to bylaws 45.2 to 45.4 the executive of a Section may delegate some or all of its powers and duties to one or more executive members of such Section or persons who are not members of the executive, and may revoke the delegation.

45.2 The executive of a Section 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 45.3.

45.3 A delegation of 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.

45.4 The executive of a Section 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.

#### **46. Spending Restrictions**

46.1 A person may not spend a Section's money unless the person has been delegated the power to do so in accordance with these bylaws.

46.2 Despite bylaw 46.1 an executive member of a Section may spend the Section's money to repair or replace limited common property which has been designated for the use of such Section if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

#### **47. Limitation on Liability of Executive Member**

47.1 An executive member of a Section who acts honestly and in good faith is not personally, liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the executive of such Section.

47.2 Bylaw 47.1 does not affect an executive member's liability, as an owner, for a judgment against the Strata Corporation or a Section.



- 47.3 Any consent, approval or permission given under these bylaws by the strata executive or the executive of a Section, as the case may be, shall be revocable at any time upon reasonable notice.

## **Division 5 -Powers and Duties of the Strata Corporation**

### **48. Repair and maintenance of property by Strata Corporation**

- 48.1 The Strata Corporation must repair and maintain the following except for those which are the responsibility of a Section under Division 3 of these bylaws;

- (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) common area doors, windows and skylights (including the casings, the frames and the sills 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, and
  - (iv) fences, railings, walls and similar structures that enclose patios, balconies and yards.

## **Division 6 – Common Expenses and Payment of Strata Fees**

### **49. Payment of strata fees and special levies**

- 49.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 49.2 Where an owner fails to pay strata fees in accordance with these bylaws, outstanding strata fees will be subject to an interest charge of 10% per annum compounded annually, or any other maximum interest rate provided for under the Act and Regulation from time to time.
- 49.3 Failure to pay strata fees on the due date will result in the following fines:
- (a) \$50.00 after 15 days of the due date;
  - (b) \$150.00 additional if not paid within 30 days of original due date; and
  - (c) \$200.00 additional for each subsequent month until payment is received in full.
- 49.4 A charge of \$50.00 will be made on all N.S.F. cheques, stop payment cheques and/or closed account cheques issued to the Owners, Strata Plan EPS6562 or to the name of the Management Company.

### **50. Section Fees and Apportionment of Common Expenses**

- 50.1 Subject to bylaw 51 common expenses shall be apportioned between individual strata lots, the Residential Section, if any, and the Commercial Section, if any, in the following manner:
- (a) common expenses attributable in the reasonable opinion of the Council to any one strata lot including, without limitation, the cost of maintaining trees and shrubs immediately surrounding shall be allocated to such strata lot;
  - (b) common expenses attributable in the reasonable opinion of the Council to either separate Section shall be allocated to that separate Section and, subject to bylaw 5.6, shall be borne by the owners of the strata lots within that separate Section in the proportion that the unit entitlement of such strata lot bears to the aggregate unit entitlement of all strata lots within that separate Section;
  - (c) common expenses not attributable as aforesaid to either separate Section shall be for the account of the Strata Corporation and shall be allocated to all strata lots and shall be borne by the owners in proportion to the unit

entitlement of their strata lot or as otherwise set out in the current budget of the Strata Corporation; and

- (d) if a strata lot shall require a utility or other service not supplied to all strata lots, the cost shall not be a common expense and if this utility is not separately metered or billed so as to measure the use thereof by the strata lot, the cost of such utility shall be apportioned and charged to the residential strata lot by the Strata Council, on such reasonable basis as it shall determine.

## **51. Allocation between Sections**

51.1 Without limiting the generality of bylaw 50.1 and unless otherwise determined by the executives of each of the Residential Section and the Commercial Section, if any, acting reasonably, the following common expenses will be allocated between the separate Sections as follows:

- (a) expenses relating to areas designated as limited common property for each of the Residential Section and the Commercial Section (such as garbage and recycling areas or elevators) will be for the account of the owners of strata lots in each respective Section;
- (b) the cost of maintaining the exterior of the building (including, without limitation, walls, roof and all exterior doors, windows and skylights) will be for the account of the Strata Corporation;
- (c) expenses attributable in the reasonable opinion of the Council to building elevator, including, without limitation, areas and equipment serving elevators, and all public stairs, stairwells and stair landings between the second and sixth floors of the building, will be for the account of the Residential Section;
- (d) the cost of insurance placed by the Strata Corporation will be apportioned between the two Sections on the basis of the replacement value of the buildings and ancillary facilities applicable to each Section and as stated by the Council, acting reasonably; and
- (e) the cost of maintaining the landscaped and other outdoor areas including indoor and outdoor parking areas within the common property will be for the account of the Strata Corporation.

## **52. Expenses Attributable to Limited Common Property**

52.1 Where the strata plan includes limited common property, expenses attributable to the limited common property which would not have been expended if the area had not been designated as limited common property shall be borne equally by the owners of the strata lots entitled to use the limited common property.

## **Division 7 - Enforcement of Bylaws and Rules**

### **53. Fines**

53.1 Except where specifically stated to be otherwise in these bylaws, the Strata Corporation may fine an owner or tenant:

- (a) A maximum of \$200.00 for each contravention of the bylaw, and
- (b) \$50.00 for each contravention of a rule.

53.2 The Strata Council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the Strata Corporation, levy fines and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.

53.3 A fine of \$100.00 may be levied against any owner who payments for maintenance charges or common expenses and/or parking charges and fines for a particular month have not been received by the Strata Corporation by the 15<sup>th</sup> day of that month. A fine of \$100.00 may be levied against an owner for each infraction or violation of any other bylaw or rule and regulation of the Strata Corporation. For infractions that are reoccurring the fine can be increased to \$200.00 per occurrence. The foregoing fines may be increased if the increase is authorized by an ordinary resolution of the Strata Corporation.

### **54. Continuing contravention**

54.1 Except where specifically stated to be otherwise in these bylaws, if an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven days, a fine may be imposed every seven days.

## **Division 8 - Annual and Special General Meetings**

### **55. Person to chair meeting**

55.1 Annual and special general meetings must be chaired by the president of the Strata Council.

55.2 If the president of the Strata Council is unwilling or unable to act, the meeting must be chaired by the vice president of the Strata Council.

55.3 If neither the president nor the vice president of the Strata Council is willing or able to chair the meeting, a chair must be elected by a majority vote at the meeting from among those persons, including the property manager, who are present at the meeting.

- 55.4 The chair of a general meeting can provide information and/or his or her opinion on the matters discussed at the general meeting he or she is chairing.

## **56. Participation by other than eligible voters**

- 56.1 Tenants and occupants of the strata may attend annual and special general meetings, whether or not they are eligible to vote.
- 56.2 Persons who are not eligible to vote may participate in the discussion at a meeting, but only if permitted to do so by the chair of the meeting.
- 56.3 Persons who are not eligible to vote must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

## **57. Voting**

- 57.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the Strata Corporation or the Strata Council is entitled to register a lien against that strata lot under section 116( I) of the Act.
- 57.2 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 57.3 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.
- 57.4 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.
- 57.5 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.
- 57.6 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.
- 57.7 Notwithstanding anything else in these bylaws, an election of the Strata Council or removal of a Strata Council member must be held by secret ballot, if the secret ballot is approved by a majority vote at the meeting.

## **58. Electronic Attendance at meetings**

- 58.1 A person who is eligible to vote may attend an annual or special general meeting by electronic means so long as the person and the other participants can communicate with each other.

- 58.2 If an annual or general meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.
- 58.3 If within 15 minutes from the time appointed for an annual or special general meeting, a quorum is not present, the meeting stands adjourned for a further 15 minutes on the same day and at the same place. If within a further 15 minutes from the time of the adjournment, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum. This bylaw 58.3 is an alternative to section 48(3) of the Act, This bylaw does not apply to a meeting demanded pursuant to section 432 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

## **59. Order of business**

- 59.1 Subject to any amendment of the order of business and agenda as may be approved by a majority vote at the meeting, 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 Strata 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 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 Strata Council, if the meeting is an annual general meeting;
- (n) terminate the meeting.

## **Division 9 - Voluntary Dispute Resolution**

### **60. Voluntary dispute resolution**

60.1 A dispute among owners, tenants, the Strata Council 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.

60.2 A dispute resolution committee consists of

- (a) one owner or tenant 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.

60.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

## **Division 10 - Small Claims Court Proceedings**

### **67. Authorization to proceed**

67.1 The Strata Council may proceed under the Small Claims Act, without further authorization by the owners of the Strata Corporation, to recover from an owner, by an action in debt in Small Claims Court, money owing to the section, including but, not limited to money owing as administration fees, bank charges, fines, penalties, interest or the costs, including legal costs, of remedying a contravention of the bylaws or rules and to recover money which the Strata Council is required to expend as a result of the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guests, employees, agents, tenants or a member of the owner's family.

## **68. Notices to Strata Council owners**

- 68.1 Unless otherwise specifically stated in these bylaws, delivery of any notice required to be given under this Act or under these bylaws is sufficiently given if mailed to the owner at the address of his or her strata lot and if left with him or her or some adult person at that address.
- 68.2 A notice given by post is deemed to have been given 48 hours after it is posted.
- 68.3 An owner may at any time in writing advise the Strata Corporation of a change of address at which notice shall be given, and thereafter the address specified shall be deemed to be the address of the owner for the giving of notices.
- 68.4 The word "notice" includes any request, statement or other writing required or permitted to be given by the Strata Corporation to the owner of the strata lot.

## **69. Moving**

- 69.1 Except for the initial occupancy of the strata lot by the first owner upon the transfer of the strata lot from the owner developer to the first owner a non-refundable assessment of \$100.00 will be levied on any move-in to defray the costs to the Strata Corporation which includes inspection of the common area before and after moving in, and the installation of elevator pads.
- 69.2 An appointment for a moving time must be made 48 hours in advance with the property manager (moves will be restricted to between the hours of 8:00 am. and 8:00 pm. and the last booking time is 7:00 pm.) having regard to the convenience of all concerned and to noise abatement. Full instructions for the operation of the move will be given by the property manager. Residents contravening this bylaw will be subject to a fine of \$200.00.

## **70. Prohibitions**

- 70.1 An owner shall not:

- (a) Use the strata lot for any purpose which is illegal,
- (b) Use, or permit any occupant of the strata lot to use, the strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 pm and 7:00 am, or that encourages loitering by persons in or about the strata lot or common property.
- (c) Use, or permit any occupant of the strata lot or a guest, employee agent or invitee of the owner or occupant to use, any musical instrument, amplifier, sound reproduction equipment or another device within or about any strata lot, the common property or any limited common property such that it



causes a disturbance or interferes with the comfort of any other owner or occupant.

- (d) Hang or place any window drapes, blinds, signs or other objects which will adversely affect the consistency of the exterior appearance of the building. This bylaw does not apply to visible signage approved by the District of Squamish for commercial strata lots.
- (e) Use or permit the use of a strata lot other than as single family residence. This bylaw does not apply to commercial strata lots;
- (f) Erect, place, keep or display signs, billboards, advertising matter or other notice of display of any kind on the common property, limited common property or in a strata lot in any manner which may be visible from the outside of the strata lot. This bylaw does not apply to signage approved by the Strata Council and District of Squamish for commercial strata lots in accordance with Section 7.2.
- (g) Use or allow to be used any barbecues, hibachi or similar cooking devices in or about any strata lot, common property, limited common property, unless such barbecue, hibachi or similar cooking device is powered by propane or electricity, and such propane or electricity powered barbecues, hibachis and other like cooking devices shall not be used except in accordance with rules made by the Strata Corporation from time to time.
- (h) Deposit household refuse and garbage on or about the common property or limited common property except in places designated by the Strata Council from time to time. Any materials, other than ordinary household refuse and garbage, shall be disposed of either by or at the expense of the owner;
- (i) Move or permit to be moved furniture or furnishings in or out of the building except in accordance with the rules and regulations passed by the Strata Council from time to time; and
- (j) The sidewalks, walkways, passages and driveways of the common property shall not be obstructed or used for any purpose other than ingress or egress from the strata lots and parking areas within the common property;
- (k) No mops or dusters of any kind shall be shaken or no refuse or water shall be thrown out of windows or doors or from the balcony of a strata lot;
- (l) No soliciting will be permitted within the strata plan, under any circumstances;

- (m) Smoking is not permitted in any of the indoor common areas, including the balconies, elevator, hallways, storage lockers, recreation areas, lobby, and stairwells;
- (n) No material, especially burning material such as cigarettes, or matches shall be thrown out or permitted to fall out of any window, door, balcony/patio, stairwell, passage or other part of the strata lot or common property;
- (o) Cycling, skateboarding or rollerblading/skating is not permitted on any common property, including sidewalks, pathways and roadways except garage and storage areas;
- (p) Balconies shall not be used as storage areas if the items stored are visible to pedestrians or to other strata lot residents. This bylaw does not apply to items which would ordinarily be placed on balconies and patios, such as patio furniture;
- (q) No television, satellite, or radio antenna or similar structure thereto shall be erected on or fastened to any unit;
- (r) Oil leaks and exhaust pollution stains are the responsibility of the owner and must be cleaned up from the owner's parking stall(s). After due notice, the Strata Corporation will have the leak stain cleaned up at a charge to the owner of \$100.00 minimum depending on the extent of the oil spill or exhaust stain;
- (s) Parking spaces are not to be used for storage of any kind, unless approved by Strata Council;
- (t) No strata lot owner shall feed pigeons, gulls or other birds or animals not belonging to an owner or resident from their strata lot or anywhere within Strata Plan EPS6562 boundaries.
- (u) Residents shall not hang or permit to be hung, any laundry, bedding, towels, etc. on their balconies nor on any other limited common property or common property in a manner which would permit the same to be visible to pedestrians or to other strata lot residents.
- (v) Any hazardous materials or items that may deteriorate or attract pests shall not be stored in the locker area.
- (w) Residents expecting large furniture deliveries should contact the property manager 48 hours in advance in order to have the pads hung in the elevators to prevent damage. Owners are responsible for the cost of repairing any damage that occurs.

- (x) No vehicle shall travel in excess of 7 kph (5 mph) in the parking areas and will obey normal driving rules.

## **71. Residential rentals**

- 71.1 An owner may lease the owner's strata lot for periods of not less than 1 month provided the owner delivers the following documents to the Strata Council prior to the commencement of the term of the lease:
  - (a) A copy of the lease; and
  - (b) Such further information and documentation relating to the tenancy as the Strata Council may reasonably require from time to time.
- 71.2 The owner shall also provide the Strata Corporation with a signed copy of the Form "K", Notice of Tenant's Responsibilities, within two weeks of renting his or her strata lot as required by section 146(2) of the Act. Failure to provide the signed Form K will result in a fine of \$100.00 per month or part thereof until the signed Form K is provided to the Strata Corporation.
- 71.3 The occupancy of a strata lot by any person other than the owner and/or in the owner's immediate family for a period in excess of one month shall be considered a lease and be subject to the provisions of this bylaw.
- 71.4 No sublease or assignment of lease is permitted.
- 71.5 An owner who leases the owner's strata lot in contravention of this bylaw is subject to a fine of \$500.00 per month for each month or part thereof during which the tenant occupies the strata lot in contravention of this bylaw. This amount shall become part of the assessment payable by such owner and shall become due and payable by such owner and shall become due and payable on the first day of the month following the month in which the Strata Council notifies the owner of the breach.
- 71.6 For the purpose of this bylaw a "lease" includes a tenancy from month to month.
- 71.7 Owners shall not allow tenants to use the strata lot for any illegal, immoral or improper purpose or any purpose which might adversely affect the reputation of the building, or its owners and no person shall be permitted access to the building after notice to that effect has been given by the Strata Corporation.
- 71.8 The owner of the strata lot shall be responsible for and make restitution to the Corporation for non-compliance and any damage caused to any part of the property including common property, in the process of the tenants moving into or out of the building.

- 71.9 any damage to the premises caused by the overflow of water from the bathtub, toilets, sinks, faucets, refrigerators, ice box, overturning of buckets or otherwise from the neglect or carelessness caused by the tenant or family or guests, or arising from any redecorating, alterations, or improvements shall be repaired and made good and at the expense of the strata lot owner, under the direction of the Strata Corporation, and the cost of cleaning any stoppage of plumbing on said premises, if caused by carelessness or neglect of the tenant, family or guests, will be at the strata lot owner's expense.

## **72. Written Notice**

- 72.1 Any notice to be given in writing under these bylaws also includes electronic mail.

1. Contact

Document Fees: \$30.53

**DYNAMIC PROPERTY MANAGEMENT LTD.**  
**37885 Second Avenue**  
**Squamish BC V6B 0R2**  
**604-815-4654**

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

**Form-I Amendment to Bylaws**

3. Description of Land

PID/Plan Number

Legal Description

**EPS6562**

**THE OWNERS, STRATA PLAN EPS6562**

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

**Marnie Gunther**  
**IWXEF7**

Digitally signed by  
Marnie Gunther IW XEF7  
Date: 2022-11-03  
13:39:49 -07:00

*Strata Property Act*

**FORM I**

**AMENDMENT TO BYLAWS**

*(Section 128)*

The Owners, Strata Plan **EPS6562** certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an annual or special general meeting held on May 25, 2022.

[wording of bylaw amendment]

BE IT RESOLVED by a  $\frac{3}{4}$  vote of residential strata lots of The Owners, Strata Plan EPS6562 (the "Strata Corporation") that, pursuant to section 128(1) of the *Strata Property Act*, *Bylaw 2.4 – 2.6* of the Strata Corporation be hereby repealed and amended with bylaw set out below.

**73. Deductibles & Indemnity**

- 73(1) If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, common facilities or common assets, including but not limited to when the cause of the loss or damage originated within the owner's strata lot, the owner shall 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, common facilities or common assets to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy or, if a claim against the strata corporation's insurance policy is not made, for all expenses incurred by the strata corporation up to the amount of the strata corporation's insurance deductible. Without limiting the generality of the word "responsible", an owner is responsible for loss or damage caused by the owner or by any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot or of the owner.
- 73(2) For the purposes of these bylaws, any insurance deductible paid or payable by the Strata Corporation where a claim is made under the strata corporation's insurance policy will be considered an expense not covered by the strata insurance proceeds received by the strata corporation and will be charged to the responsible owner and shall become due and payable on the date the next monthly assessment is due.
- 73(3) For the purposes of these bylaws, any uninsured repair costs incurred by the Strata Corporation to mitigate against further damage, whether within a strata lot or to common property, limited common property or to common assets, or incurred to remedy or repair damage that is not insured and that is the responsibility of the owner, will be charged to the responsible owner and shall become due and payable on the date the next monthly assessment is due.
- 73(4) For the purposes of these bylaws an owner shall be liable to and indemnify the Strata Corporation for the following costs and expenses incurred or expended by the Strata Corporation as a result of a violation of these bylaws or of it having to enforce these bylaws, including pursuing legal action to collect an insurance deductible or uninsured costs for which the owner is responsible:

- (a) Administrative and investigation costs;

- (b) Legal and administrative expenses, on a solicitor and own client basis;
- (c) Professional/consulting services; and
- (d) Emergency restoration and remediation costs.

73(5) In addition to the obligations and liabilities imposed in this bylaw, an owner is strictly liable to the Strata Corporation and to other owners and occupants for any damage to common property, limited common property, common assets or to any strata lot as a result of:

- (a) any of the following items located in the owner's strata lot:
  - i. dishwasher;
  - ii. refrigerator with or without ice/water dispensing capabilities;
  - iii. washing machine;
  - iv. toilets, sinks, bathtubs and showers;
  - v. plumbing pipes, fixtures and hoses that are not common property;
  - vi. anything introduced into the strata lot by the owner.
- (b) any alterations or additions to the strata lot, the limited common property or the common property made by the owner, the owner's tenants, or by prior owner(s) of the strata lot;
- (c) any areas of limited common property that an owner is required to maintain and repair including but not limited to damage arising from a blocked drain on the deck, balcony or patio designated as limited common property for the owner's strata lot;
- (d) any pets residing in or visiting at the owner's strata lot; and
- (e) any children residing in or visiting at the owner's strata lot.

73(6) An owner is strictly liable to the Strata Corporation for any damage caused by the owner or the owner's tenants, occupants, visitors, agents, contractors or employees of the strata lot or of the owner, including the cost of repair or replacement if required, to fences, gates, doors, windows, carpeting, elevators, sprinkler systems, common property hallways, storage lockers, parking stalls or to any common property, limited common property, common assets not specifically referenced herein.


73(7) An owner is strictly liable to the Strata Corporation for trade call outs for investigations, repairs, maintenance, services or costs that are the responsibility of the owner related but not limited to:

- a) unauthorized affixing of planters, canopies or awnings to common property;
- b) the cost of re-keying due to lost keys;
- c) the costs of emergency access/entry into the owner's strata lot, including forced entry by first responders and for common property repairs required due to such emergency access/entry or forced entry;
- d) the costs to clean up garbage or recycling not properly disposed of in the garbage/recycling room;
- e) damages to landscaping;
- f) the costs to clean up pet waste;
- g) damage caused to common property by vehicles, bicycles, scooters, wheelchairs, and skateboards; and
- h) for any other repairs or maintenance costs incurred which the strata council, in its reasonable discretion, determines were caused by an owner or the owner's tenants, occupants, visitors, agents, contractors or employees and for which an owner is responsible.



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Signature of Council Member



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Signature of Second Council Member  
(not required if councils consist of only one member)