

Tsawwassen Springs

Strata Corporation BCS4118

Bylaws

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For legal purposes, please obtain a true copy as registered in the Land Titles Office.

Note: These bylaws may or may not contain the basic bylaws of the Strata Property Act of British Columbia.

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STRATA PLAN BCS 4118 TSAWWASSEN SPRINGS

BYLAWS

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

1. Payment of Strata Fees and Special Levies

- 1.(1) An Owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 1.(2) A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 1.(3) Where an Owner fails to pay strata fees in accordance with bylaw 1.1 or a special levy in accordance with bylaw 1.2, outstanding strata fees and special levies will be subject to an interest charge of 10% per annum, compounded annually. The interest shall be in addition to any fine that the Strata Corporation might be entitled to levy.
- 1.(4) Monies received by the Strata Corporation from an Owner or on behalf of the Owner shall be applied against the account relating to that Owner's strata lot in the following order of priority:
 - a) Outstanding strata fees
 - b) Outstanding contributions required pursuant to a special levy; and
 - c) Interest in unpaid strata fees or special levies;
 - d) The costs to repair damage (including but limited to an insurance deductible) for which the Owner is responsible to pay pursuant to the bylaws or the Act;
 - e) Fines;
 - f) The cost of remedying the contravention of a bylaw or rule (including legal fees);

2. 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.(2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

3. Use of Property

- 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,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- 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, Resident, Visitor, or Invitee must not keep any pets on a Strata Lot or Common Property except in accordance with these bylaws:
- 3.(4) An Owner, Resident, Visitor, or Invitee must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- 3.(5) Pets are not allowed to be kept in a Strata Lot unless the Owner resides in the Strata Lot, in which case the Owner shall keep no more than:
- (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) one dog or one cat.
- 3.(6) Owners grandfathered for 2 pets (dogs and cats) cannot replace them to exceed one dog or one cat in a strata lot.

- 3.(7) Existing Tenants, with pet(s) prior to the Registration of Pet Bylaw 3.(3) -3.(12) in Land Title's Office are grandfathered, until pets pass away. Pet information, to include breed, name, age, colour, and weight must be provided on, "Form K" for those Tenants grandfathered.
- 3.(8) Only an Owner residing in a Strata Lot may have an Invitee with a pet.
- An Owner whose Invitee brings an animal onto the Common Property must assure that the Invitee shall perform all the duties and obligations set out in these bylaws, with respect to that animal.
- 3.(9) A Resident must ensure that their pets are leashed or otherwise secured and under control when on Common Property.
- 3.(10) A Resident who by this Bylaw is permitted to keep a pet must ensure that the pet is not a nuisance and under their control.
- 3.(11) An Owner of a pet shall not permit the pet to urinate/defecate on the "First Tier" Common Property.
- Any accidental excrement on Common Property must be immediately disposed of by the pet Owner in a waste container or by some other sanitary means.
 - Pet Owners are not permitted to leave dog waste bags on the Common Property.
- 3.(12) An Owner or Tenant grandfathered, must assume all liability for all actions by their pet, regardless of whether they had knowledge, notice or forewarning of the likelihood of such action.

3.(13) MOVE IN/OUT

- (a) Arrangements must be made by the owner of the strata lot, at least seven (7) days in advance of any move to ensure that the requested move date is available, elevator protective pads are placed and the janitorial/caretaking company is engaged for the duration of the move. If this does not occur and an owner gives less than one week's notice, or does not give notice, the owner is subject to a fine of Two Hundred (\$200) dollars.
- (b) ALL MOVES MUST BE MONITORED by the designated staff member of the janitorial/caretaking company. The Caretaker will be responsible for locking the elevator and putting up the elevator protective covers. There is \$25 (twenty-five) per hour charge for the monitoring, payable by the owner or resident moving in or out. The minimum charge for the monitoring of the move is 2 (two) hours. The charge is the Strata Corporation's cost to have a staff member of the janitorial/caretaking company onsite during the move. The monitoring fee will be payable to the Strata Corporation BCS4118.
- (c) The hours that the building janitorial/caretaking company is available for moves are between 8:00 am and 6:00 pm, Monday to Friday (except holidays). Any owners

that wish to move outside of these hours, on weekends or on holidays, will be subject to a Fifty Dollar (\$50) per hour monitoring charge.

- (d) A one-time Move-In/Move-Out shall be assessed a non-refundable Moving Fee of Two Hundred and Fifty Dollars, (\$250.00), which shall be due and payable a minimum of five (5) days in advance of the move.
- (e) Each move-in and/or move-out shall also be assessed a refundable damage deposit of Five Hundred (\$500.00) Dollars, which shall be due and payable a minimum of five (5) days in advance of a move.
- (f) The fees, as stated above, shall be paid separately for ease of return of the refundable deposit of Five Hundred (\$500.00) Dollars.
- (g) The refundable deposit shall be returned to the payee, within seven (7) days following the move, if there is no major damage to the elevator or common property.
- (h) As a courtesy to other residents that may need the elevator, the elevator will be locked only during the loading and unloading. The elevator must not be held locked for extended periods of time when the elevator is not in use.
- (i) All boxes must be flattened and properly disposed of in the bin for cardboard.
- (j) Owners are to pay due care and attention to the elevator, surrounding walls, carpets and doors when moving furniture.
- (k) Residents are directly responsible for moving personnel and/or friends/relatives who are assisting with their move. All must adhere to the Bylaws and Rules of the Strata Corporation.
- (m) Owners must advise the Strata Corporation of any changes in tenants and complete a Notice of Tenant's Responsibilities ("Form K") within two (2) weeks of renting (Section 146 of the Act).
- (n) Any move- that takes place without the proper notice and/or without deposits in place in accordance with the Strata Corporation Bylaws shall be subject to a fine of Two Hundred Dollars (\$200.00) in addition to the non-refundable move-in fee of Two Hundred and Fifty Dollars (\$250) in accordance with 3.(12)(d), which shall be assessed against the strata lot and is due and payable immediately upon assessment.

4. Inform Strata Corporation

- 4.(1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- 4.(2) On request by the strata corporation, a tenant must inform the strata corporation of his or her name.

5. Obtain Approval Before Altering a Strata Lot

- 5.(1) An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.
- 5.(2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.
- 5.(3) This section does not apply to a strata lot in a bare land strata plan.

6. Obtain Approval Before Altering Common Property

- 6.(1) An owner must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
- 6.(2) The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

7. Permit Entry to Strata Lot

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

Division 2 - Powers and Duties of Strata Corporation

8. Repair and Maintenance of Property by Strata Corporation

- 8.(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;
 - (ii) all of the following, no matter how often repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows or skylights on the exterior of a building or that front on the common property; and
 - (E) fences, railings and similar structures that enclose patios, balconies and yards.

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

Division 3 - Council

9. Council Size

- 9.(1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- 9.(2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

10. Council Members' Terms

- 10.(1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- 10.(2) A person whose term as council member is ending is eligible for reelection.
- 10.(3) (3) to (5) [Repealed 1999-21-51.]

11. Removing Council Member

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

12. Replacing Council Member

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

13. Officers

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

14. Calling Council Meetings

- 14.(1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 14.(2) The notice does not have to be in writing.
- 14.(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.
- (c) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

15. Repealed

[Repealed 2009-17-35.]

16. Quorum of Council

16.(1) A quorum of the council is

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

16.(2) Council members must be present in person at the council meeting to be counted in establishing quorum.

17. Council Meetings

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

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

17.(3) Owners may attend council meetings as observers.

17.(4) Despite subsection (3), no observers may attend those portions of council meetings that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the Act;
- (b) rental restriction bylaw exemption hearings under section 144 of the Act;
- (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

18. Voting at Council Meetings

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

19. Council to Inform Owners of Minutes

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

20. Delegation of Council's Powers and Duties

- 20.(1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- 20.(2) The council may delegate its spending powers or duties, but only by a resolution that
 - (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- 20.(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.

- 20.(4) The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine, or
 - (c) whether a person should be denied access to a recreational facility.

21. Spending Restrictions

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

22. Limitation on Liability of Council Member

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

Division 4 - Enforcement of Bylaws and Rules

23. Maximum Fine

- 23.(1) The strata corporation may fine an owner or tenant a maximum of
- (a) \$200 for each contravention of a bylaw, and
 - (b) \$75 for each contravention of a rule.

24. Continuing Contravention

- 24.(1) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

Division 5 - Annual and Special General Meetings

25. Person to Chair Meeting

- 25.(1) Annual and special general meetings must be chaired by the president of the council.
- 25.(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.
- 25.(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.
- 25.(4) If within ½ hour 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.

26. Participation by Other than Eligible Voters

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

27. Voting

- 27.(1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- 27.(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.
- 27.(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.

- 27.(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.
- 27.(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.
- 27.(6) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- 27.(7) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

28. Order of Business

28.(1) The order of business at annual and special general meetings is as follows:

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

- (n) terminate the meeting.

Division 6 - Voluntary Dispute Resolution

29. Voluntary Dispute Resolution

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

Division 7 - Marketing Activities by Owner Developer

30. Display Lot

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

Division 8 - Additional Bylaws

31. Window Coverings

An owner, tenant, or occupant or visitor must not install in a strata lot any window covering which appears from the exterior of the strata lot to be any colour other than white, off-white, cream, or beige.

32. No Installations

Except in connection with a common television antenna or cable system, an owner, tenant, or occupant must not, without the written consent of the strata corporation, install, attach or fasten a television antenna, satellite dish, or similar structure or appurtenance to any part of the common property or limited common property.

33. Parking Stall Use

An owner, tenant, occupant, or visitor must not use a parking stall for any purpose other than for parking a duly licensed, insured and operational vehicle.

34. Storage Restrictions

34.(1) A resident must not permanently or temporarily place, erect or install anything on limited common property, common property or land that is a common asset except as permitted by these bylaws. Despite the foregoing, a resident may place the following items on a balcony, patio or roof deck that has been designated for the exclusive use of a strata lot:

- (a) free-standing, self-contained planter boxes or containers; and
- (b) summer furniture and accessories.
- (c) propane and natural gas barbeques only are permitted, (smokers, charcoal barbeques, and wood chips with barbecue usage are NOT permitted); and
- (d) patio heaters, removable outdoor deck tiles and outdoor deck carpeting.
- (e) gas only, portable firepits permitted with, at least, a three-foot perimeter clearance of Patio surround, and reasonable flame height. (new)

34.2 A resident must ensure that no air conditioning units, laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building. An exception to this will be that owners are permitted to display, on their patio and/or balcony, a Canadian Flag. This must be done in a safe manner and must not be fixed to the building envelope.

34.3 A resident who installs Christmas lights must install them after December 1st of the year approaching Christmas and must remove them before January 15th of the year following Christmas (new).

35. Display Signs, Etc.

An owner, tenant, or occupant (other than an owner developer) must not display signs or advertisements of any kind on his her or its strata lot or any common property or limited common property but provided that this bylaw shall not apply in any way to restrict or impair the sales or marketing activities in or about the common property, or a strata lot by or on behalf of an owner developer who has one or more unsold strata lots and without limiting the generality of the foregoing, an owner developer and its agents;

- (a) will be entitled to make use of the owner developer's unsold strata lots (and applicable limited common property) and the common property generally to carry out reasonable sales, promotion and marketing functions in connection with the sale, lease or rental of the strata lots owned by such owner developer;
- (b) may install displays, signs or advertisements on or about the common property and may carry out other reasonable activities to market the owner developer's strata lots including but not limited to sales promotion activities on and about the common property in connection with the sale, lease or rental of the strata lots owned by such owner developer and
- (c) may use the common property and the sales and administration offices and display suites established by the owner developer for sale, promotion and marketing of the unsold strata lots owned by such owner developer for so long as such owner developer is the owner of any strata lot including strata lots within any existing or subsequent phases of the strata plan.

Furthermore, once the owner developer has sold all of its strata lots, an owner or a real estate agent representing that owner may with the consent and approval of the strata corporation, place one real estate sign on the common property in a location designated by the strata corporation from time to time for such purpose.

37. Green Decisions

The Strata Corporation will strive to make decisions as to the management and maintenance of the common property and common assets in a manner that promotes environmentally responsible practices (including the use and installation of energy efficient appliances, materials and lighting) but provided always that such decisions must be capable of implementation within the means of the Strata Corporation's approved budget and are otherwise made within the standards required by the Act.

38. Smoke Free Areas (AGM: October 18, 2016)

- a) No smoking is allowed:
 - (i) in a strata lot;
 - (ii) on the interior common property, including but not limited to in hallways, elevators, parking garages, electrical and mechanical rooms, stairs, storage locker areas;
 - (iii) on patios and balconies;
 - (iv) within 8 metres (26 feet) of a door, window or air intake; and
 - (v) in or upon any portion of the limited common property, common property or common assets of the Strata Corporation, whether or not a "No Smoking" sign is posted, included but not limited to driveways.
- b) "Smoking" for the purposes of this bylaw, means releasing into the air gases, particles, or vapors as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term "Smoking" includes,

but is not limited to, tobacco smoking, smoking using electronic cigarettes, marijuana smoking, and crack cocaine smoking.

- c) All persons, including but not limited to owners, tenants, occupants and visitors must comply with this bylaw. Owners and tenants must ensure that this bylaw is not violated by their visitors or anyone else they let into the complex.
- d) The owners acknowledge that Council can make reasonable accommodation for one or more individuals that have an addiction to nicotine that is a physical or mental disability. Whether or not reasonable accommodation is required is in the reasonable discretion of Council. In making the accommodation, Council will consider how to accommodate the disability without exposing others to second-hand smoke.

39. Residential Rentals (AGM: May 15, 2018)

- 39.(1) The minimum lease/rental period shall be three (3) months.
 - 39.(2) A strata lot must not be used for short-term accommodation purposes, such as a bed-and-breakfast, lodging house, hotel, home exchange, time share or vacation rental. Without limiting the generality of the foregoing, a resident must not enter into a license for the use of all or part of a strata lot.
 - 39.(3) Prior to occupancy of a strata lot by a Tenant or Occupant, an Owner must deliver, or have their appointed Agent deliver, to the Tenant(s) and Occupant(s) the current Bylaws and Rules of the Strata Corporation.
 - 39.(4) Within two weeks of renting a strata lot, an Owner, or their appointed Agent, must give the Strata Corporation a copy of the Form K, Notice of Tenant's Responsibilities, signed by the Tenant(s) in accordance with section 146 of the Act.
 - 39.(5) An Owner who rents a strata lot to a Tenant or allows it to be occupied by an Occupant without the Owner or a Tenant being present, must provide the following information to the Strata Corporation prior to the strata or the tenancy or the occupancy:
 - (a) the full name(s) of the Tenant(s) or Occupant(s);
 - (b) their phone number(s); and
 - (c) and email address for each such person.
40. No live Christmas trees are allowed anywhere in the building, including the strata lot. (AGM: Oct 24, 2017)

41. Video Surveillance

- 41.(1) The Strata Corporation may install and operate a video surveillance system on the common property, and shall establish a policy in compliance with the Personal Information Act for the operation of the system and the use and storage of information collected by them. Residents and Visitors of the Strata Corporation are

hereby deemed to have consented to the use, collection and disclosure of information recorded by the systems so long as the same is done in accordance with the terms of the policy established pursuant to this bylaw.

42. Vehicle Wheel Boot Placement Bylaw: Visitor Parking Garages

- (1) The strata corporation may, after having placed a warning notice on a vehicle a minimum of 24 hours before, place a wheel boot lock on such vehicle if it remains in contravention of the parking bylaw or rule referred to in the warning.
- (2) In order to remove the wheel lock boot, the owner of the vehicle (or the owner or tenant of the strata lot to which the vehicle is associated) must pay a fee in the amount of two hundred dollars (\$200). (The strata corporation may choose to also impose a fine for any contravention of a bylaw or rule regarding parking).
- (3) Signage shall be posted in all Visitor Parkades advising the number to call in order to have the Vehicle Wheel Boot removed during regular business hours.

43. Insurance

- 43.1 The Owner of a strata lot shall be obligated to pay to the Strata Corporation upon demand the amount of any insurance deductible paid by the Strata Corporation in relation to any claim made under or against the Strata Corporation's insurance policy, the cause of which claim the Owner, a tenant, an occupant of that Owner's strata lot or their guest or invitee are responsible for or the source of the damage giving rise to the claim originated in that Owner's strata lot (other than from common property within the strata lot).
- 43.2 If an Owner makes an insurance claim under the Strata Corporation's insurance policy in relation to any portion of that Owner's strata lot which the Strata Corporation is required to insure for which the Owner, a tenant, an occupant of that Owner's strata lot or their guest or invitee are responsible for the damage which gave rise to the claim or the source of which originated in that Owner's strata lot (other than from common property within the strata lot), the Owner shall pay directly any deductible related to such claim.
- 43.3 The Strata Corporation, subject to the terms of the Act and these bylaws, shall recover from an Owner or tenant (as the case may be) the costs to repair any physical damage to the common property, limited common property or those portions of a strata lot which the Strata Corporation is required to repair and which is not covered by the Strata Corporation's insurance policy for which the Owner, a tenant, an occupant of the strata lot or their guest or invitee are responsible or the source of which originated in that strata lot (other than from common property within the strata lot). The Strata Corporation may choose to seek recovery (including suing) from only the Owner of a strata lot in relation to damage caused by a tenant or occupant of that strata lot or their guest or invitee. Nothing in this section shall act to restrict the rights of the Strata Corporation pursuant to s.133 of the Act.
- 43.4 Where damage, regardless of the source or cause, has occurred to one or more strata lots (whether in conjunction with damage to the common property or not) and the cost to repair the damage is:

- (a) below the amount of the deductible under the strata corporation's insurance policy; or
 - (b) not otherwise covered by the strata corporation's insurance policy; the strata corporation shall not be obligated or otherwise responsible to carry out or pay the costs of repairing the damage to the strata lot(s).
- 43.5 Where the strata corporation carries out emergency work to or takes steps to limit the damage to a strata lot, the costs of which are not paid as part of an insurance claim, the owner of the strata lot shall pay to the strata corporation the costs incurred by it in doing so.
- 43.6 The Strata Council, acting reasonably, and after having provided an Owner facing liability under this bylaw with an opportunity to make submissions to the Strata Council shall determine whether or not an Owner is responsible for damage or whether the source of the damage originated within the Owner's strata lot.
- 43.7 The Strata Corporation must insure against major perils, as set out in Regulation 9.1(2) of the Act, and against earthquakes.

Footnote: Regulation 9.1(1) for the purposes of sections 149 (1)(d) and 152(b) of the Act, "fixtures" means items attached to a building, including floor and wall coverings and electrical and plumbing fixtures, but does not include, if they can be removed without damage to the building, refrigerators, stoves, dishwashers, microwaves, washers, dryers or other items. (2) For the purposes of section 149 (4)(b) of the Act, "major perils" means the perils of fire, lightning, smoke, windstorm, hail, explosion, water escape, strikes, riots or civil commotion, impact by aircraft and vehicles, vandalism and malicious acts.

The Strata Corporation will insure only the original building structures of the strata units. To be clear, the strata corporation is not responsible for insuring the contents within each unit or any additions or improvements beyond the cost of the original fixtures. Each unit/strata lot owner is encouraged to hold private unit insurance to cover damage costs to their individual unit(s) and any damages caused by the said original unit to, but not limited to, surrounding units, common property or limited common property, or assets thereof.