



**STRATA PLAN LMS 712  
888 BEACH**

**BYLAWS**

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**Preamble**

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

Unless otherwise stated, all terms have the meanings prescribed in the Strata Property Act, S.B.C. 1998, c. 43 (the "Act"). For the purposes of these bylaws, "residents" means collectively, owners, tenants and occupants and "a resident" means collectively, an owner, a tenant and an occupant. The Schedule of Standard Bylaws to the Act does not apply to the strata corporation.

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**DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS**

**1. Compliance with bylaws and rules**

- 1.1 Residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.
- 1.2 Residents must ensure that his or her visitors comply with the bylaws and rules of the strata corporation. .

**2. Payment of strata fees and special levies**

- 2.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2.2 Where an owner fails to pay strata fees in accordance with bylaw 2.1, outstanding strata fees may be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of up to \$200 for each contravention of bylaw 2.1.
- 2.3 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 2.4 Where an owner fails to pay a special levy in accordance with bylaw 2.3, outstanding special levies may be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay a special levy on the date or dates payable will result in a fine of up to \$200 for each contravention of bylaw 2.3.
- 2.5 The strata corporation will apply any funds received from an owner towards any amounts outstanding from an owner to the strata corporation in the following order:

- (a) unpaid fines;
- (b) unpaid interest;
- (c) unpaid insurance deductibles for which the owner is responsible;
- (d) unpaid fees and charges;
- (e) unpaid strata fees;
- (f) unpaid special levies.

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

- 3.1 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.
- 3.2 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.

### **4. Use of property**

- 4.1 A resident or visitor must not use a strata lot, the common property or common assets in a way that:
  - (a) causes a nuisance or hazard to another person;
  - (b) causes unreasonable noise, odour, vibration or glare;
  - (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 of or by the strata plan.

For the purposes of bylaw 4.1(b) "unreasonable noise" includes, but is not limited to, sound made by a resident or visitor between the hours of 11:00 p.m. and 8:00 a.m. which disturbs another resident in another strata lot, the common property or the limited common property or, and includes, not exhaustively, excessive sound from:

- (i) music systems, instruments, televisions, live music, pets or human voices;
- (ii) vibrations from appliances;
- (iii) a social gathering;
- (iv) residents or visitors entering or leaving the building, grounds, or parking lot;
- (v) uncarpeted or hard surface floors;

- (vi) the movement of furniture, drawers opening or closing;
  - (vii) construction activities.
- 4.2 (a) A resident who has a hard surface floor in their strata lot must take reasonable and effective steps to eliminate nuisance or unreasonable noise including, not exhaustively, installing carpets, felt pads on furniture or wearing soft soled footwear.
- (b) Upon written application by a resident who requires an accommodation for a disability in accordance with the BC Human Rights Code, council may grant an exemption from bylaw 4.2(a) which shall terminate with the occupancy of the resident.
- 4.3 A resident 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.
- 4.4 An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's strata lot.

#### **4.5 Responsibility of Owners**

- (a) If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy.
- (b) For clarity and without limiting the generality of the word "responsible", an owner is deemed to be responsible, under bylaw 4.5.1, for any of the following:
- (i) the owner is responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, as the word "responsible" has been interpreted in the courts or a tribunal in connection with section 158(2) of the Act;
  - (ii) any loss or damage to the common property, limited common property, common assets or to any strata lot, and/ or personal injury or death, where the cause of such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner's tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees); and
  - (iii) any loss or damage caused to the common property, limited common property, common assets or to any strata lot, and/or personal injury or death, where the cause of such loss or damage originated within the owner's strata lot or limited common property designated for the exclusive

use of such owner's strata lot, including, but not limited to, anything arising from any of the following:

- (A) dishwasher;
  - (B) refrigerator with ice/water dispensing capabilities;
  - (C) garburator;
  - (D) washing machine;
  - (E) toilets, sinks, bathtubs;
  - (F) dedicated plumbing related pipes and fixtures, that solely service a strata lot and do not form part of the common property;
  - (G) fireplaces;
  - (H) exhaust fans and humidifiers/dehumidifiers;
  - (I) anything introduced into the strata lot by a resident or visitor;
  - (J) any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
  - (K) any pets residing in or visiting at the owner's strata lot;
  - (L) any person residing in or visiting at the owner's strata lot; and
  - (M) barbecues or smokers.
- (c) For the purposes of these bylaws, an expense not covered by the strata insurance proceeds received by the strata corporation includes:
- (i) the costs of investigating the cause of any loss or damage, where the owner is responsible;
  - (ii) the costs of repairing the cause of any loss or damage, where the owner is responsible;
  - (iii) legal costs, on a full indemnity basis, incurred in relation to defending any claim against the strata corporation, and/or prosecuting any claim made against the owner; and any insurance deductible paid or payable by the strata corporation; and
  - (iv) the costs to repair the loss or damage, where no strata insurance policy operates or where the strata council decides not to make a claim on any strata insurance policy because no strata insurance policy would operate or because making a claim is not in the best interests of the strata corporation, as determined by the strata council acting reasonably.



Where an insurance claim is not made because it would not be in the best interests of the strata corporation, the owner's liability under this bylaw 4.5(c)(iv) is limited to an amount equal to the insurance deductible that would have been paid or payable by the strata corporation had an insurance claim been made and accepted by the insurer.

An expense not covered by the strata insurance proceeds received by the strata corporation will be charged to the owner. For certainty, nothing in this bylaw 4.5 requires the strata corporation to make a claim on any strata insurance policy in order to charge an amount to the owner in accordance with bylaws 4.5(a), 4.5(b), and/or 4.5(c).

#### **4.6 Illegal activity**

Where the strata corporation determines that illegal activity is taking place in a strata lot or on the common property, an owner, tenant or occupant, regardless of whether they had knowledge, notice or forewarning of such illegal activity will be strictly liable to pay all costs incurred by the strata corporation in connection with the investigation and removal of the illegal activity including, without limitation, any insurance deductibles, increases in insurance premiums, disposal costs, and all costs to repair damage to any strata lot or common property, including limited common property.

4.7 An owner who is a landlord must inspect, or ensure that his or her agent inspects a strata lot not less than once every 60 days or as frequently as necessary to satisfy himself or herself that a strata lot is not being used for an illegal purpose.

4.8 Where a resident contravenes or permits another person to contravene bylaws 4.1, 4.2 or 4.3, the owner of the strata lot shall be subject to a fine of up to \$200.

#### **5. Pets and animals**

5.1 A pet owner must ensure that a pet is kept quiet, controlled and clean. A pet owner must not permit their dog to urinate or defecate anywhere on the common property, including limited common property. Any excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner. Any damage caused by a pet to the common property, including damage caused by fouling will be repaired at the owner's expense.

5.2 A resident or visitor must ensure that all animals are leashed or carried when on the common property or on land that is a common asset. A pet found loose on common property or land that is a common asset may be delivered to the municipal pound at the cost of the strata lot owner.

5.3 A resident must not keep a pet on a strata lot other than one or more of the following:

- (a) a reasonable number of fish or other small aquarium animals;
- (b) up to 2 small caged mammals;
- (c) up to 2 caged birds;

- (d) one dog or two cats.
- 5.4 A resident may apply in writing to the strata council before a pet is brought on the strata lot for approval for a temporary exception to the number of pets which may be kept on a strata lot on the basis of special need or compassion; such permission shall expire with the special need or occupancy of the resident or the pet, whichever occurs first.
- 5.5 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- 5.6 A resident must register a pet with the strata council within ten (10) days of the pet being brought on a strata lot by providing, in writing, the name of the pet, breed, weight, colour and markings, together with the name, strata lot number and telephone number of the pet owner.
- 5.7 A resident must not keep a pet which is a nuisance on a strata lot, on common property or on land that is a common asset. If a resident has an unregistered pet or a pet which, in the opinion of council, 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 muzzled** whenever on common property or removed permanently from the strata lot, the common property or common asset or all of them.
- 5.8 If a resident contravenes or keeps a pet which contravenes bylaws 5.3, 5.5, 5.6, 5.7 the strata council may order such pet to be removed permanently from the strata lot, the common property or common assets or all of them.
- 5.9 A resident whose pet contravenes bylaw 5.7 may be subject to an injunction application and the owner of the strata lot will be responsible for all expense incurred by the strata corporation to obtain the injunction, including legal costs.
- 5.10 A pet owner must ensure that a 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. Any damage caused by a pet to the common property, including damage caused by fouling will be repaired at the owner's expense.
- 5.11 A pet owner must keep a pet only in a strata lot, except for ingress and egress to the street or parking areas. Pets are not permitted in the courtyard area, on level "2" lobby of Ocean Tower, Level "L" lobby of Beach Tower or the 5th and 6th floor of California Walkway except for pets belonging to residents of California Walkway.
- 5.12 A strata lot owner shall be liable for all actions by a pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- 5.13 The strata council may, from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the strata council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws will prevail.
- 5.14 A resident or visitor must not feed birds, rodents or other wild animals from any strata lot, limited common property, common property or land that is a common asset. No bird

feeders of any kind are permitted to be kept on balconies, strata lots, common property or land that is a common asset.

- 5.15 Where a resident contravenes bylaws 5.1, 5.3, 5.5, 5.6, 5.7, 5.10, 5.11, 5.14 (inclusive), the owner of the strata lot will be subject to a fine of up to \$200.

## **6. Inform strata corporation**

6.1 An owner must notify the strata corporation of:

- (a) 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, and
- (b) not less than 2 days prior to a tenant moving into a strata lot, the tenant's name, the strata lot number which the tenant will occupy and mailing address outside the strata plan, if any.

## **7. Approvals before altering or renovating a strata lot, common property or limited common property**

7.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration or renovation to a strata lot, common property or limited common property that involves any of the following:

- (a) the structure of the building including bearing walls within a strata lot;
- (b) the exterior of the building;
- (c) patios, chimneys, stairs, balconies, cladding, vent covers 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;
- (h) electrical, plumbing, piping, heating, ventilation, gas and other services;
- (i) installation of any hard surface floor in the interior of a strata lot;
- (j) installation of interior window coverings or shades, or window or door screens;
- (k) installation of radio, television or satellite dishes;
- (l) installation of balcony guards or screens;
- (m) planting anything on common or limited common property;

- (n) installation of floor coverings on patios, balconies or decks.

For the purposes of bylaw 7.1 “hard surface floor” includes, not exhaustively, tile, marble granite, slate, hardwood or hardwood laminate.

- 7.2 An owner must ensure that a hard surface floor or carpeting is installed with an acoustic underlayment membrane suitable for the flooring material and which meets or exceeds the acoustic impact standards adopted from time to time by the strata council and set out in the rules.
- 7.3 An owner may apply to the strata council for an exemption from bylaw 7.2 on the basis that the hard surface floor or carpeted area will be above an area not affected by sound transmission or is part of the owner’s strata lot.
- 7.4 An owner, as part of its application to the strata corporation for permission to alter a strata lot, common property or limited common property, must:
  - (a) submit a completed Request for Approval of Alterations form;
  - (b) provide a time schedule for the proposed alterations;
  - (c) prior to commencement of any work, obtain the consent of the owners by written approval of the strata corporation as required pursuant to bylaw 7.1;
  - (d) in the case of an application for approval to install hard surface floors or carpeting, submit with the application a written copy of the manufacturer’s specifications and acoustic impact ratings for the proposed acoustic underlayment or carpet underpad.
- 7.5 The strata corporation must not unreasonably withhold its approval under bylaw 7.1, to alter a strata lot but may require as a condition of its approval to alter a strata lot, common property or limited common property, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:
  - (a) that alterations be commenced within 90 days of the granting of consent or such time as council may direct and in accordance with the design and plans approved by the strata council or its duly authorized representative;
  - (b) that alterations be completed within the proposed schedule referred to in bylaw, failing which the owner must reapply for approval of the alteration;
  - (c) that all contractors provide certificates of commercial general liability insurance of at least \$1,000,000;
  - (d) that the standards of work and materials used in the alteration are not less than the existing;
  - (e) prior to commencing the alterations, that the owner apply for all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the strata council when the alteration has been completed;

- (f) that the owner ensure that all electrical, plumbing, piping, heating, ventilation or gas and other services and flooring will be completed by certified tradesmen;
- (g) that the owner retain, at the owner's expense, an architect, professional engineer, or other consultant to ascertain that the proposed alterations to electrical, plumbing, piping, heating, ventilation or gas systems are feasible and appropriate to the building;
- (h) where it is determined that the proposed alteration is feasible and appropriate, that the owner retain such architect, engineer or consultant to design and supervise construction of the alteration;
- (i) that the owner agrees all work and materials necessary for the alteration are at the sole expense of the owner;
- (j) that the owner provide "as built" drawings of the alteration within 2 weeks from completion of the alterations;
- (k) that the owner from time to time of the strata lot receiving the benefit of an alteration to a strata lot, common property or limited common property, 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 the strata lot common property or limited common property;
- (l) 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, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner from time to time of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees;
- (m) that the owner grant access to the building manager to enter the strata lot from time to time for the purpose of inspecting the work.

7.6 An owner who has altered a strata lot, common property or limited common property prior to the passage of these bylaws, or any subsequent owner on title who receives the benefit of such alteration shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.

7.7 An owner who, subsequent to the passage of bylaws 7.1 to 7.3 inclusive, alters a strata lot, common property or limited common property without adhering strictly to these bylaws, must restore, on the council's request and at the owner's sole expense, the strata lot, 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 strata lot, the common property or limited common property. The cost of such alteration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

- 7.8 After a request by the strata corporation, an owner who refuses or neglects to restore all or part of an alteration to its original condition in accordance with bylaw 7.7, shall be subject to a fine of up to \$200, and where a contravention continues without interruption for more than 14 consecutive days, a fine may be imposed every 7 days.
- 7.9 A resident must not alter his strata lot in any manner which, in the opinion of the strata council, will alter the exterior appearance of the building.
- 7.10 Bylaw 5(3) of the Schedule of Bylaws to the Act does not apply to the strata corporation.
- 7.11 Where a resident contravenes or permits another person to contravene bylaws 7.1, 7.2, 7.3, 7.7, 7.8 or 7.9 the owner of the strata lot shall be subject to a fine of up to \$200.

## **8. Procedures for alterations**

- 8.1 An owner must give the concierge two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials in respect of an alteration. Inadequate notice may result in the levy of fines.
- 8.2 An owner must ensure that the elevator is protected with proper wall pads and floor coverings prior to the delivery or removal of any construction materials in respect of an alteration.
- 8.3 Construction debris must be removed through the parkade and not through the lobby areas on a daily basis.
- 8.4 An owner must not permit any construction debris or materials or packing in respect of an alteration to be deposited in the strata corporation's disposal containers.
- 8.5 An owner must ensure that no construction debris or materials in respect of an alteration are deposited or remain in the common property or limited common property.
- 8.6 An owner must ensure that the hours of work in respect of an alteration are restricted from 8:30 a.m. to 5:30 p.m., Monday through Friday, and from 10:00 a.m. to 5:00 p.m. on Saturdays.
- 8.7 Construction activities are not permitted on Sundays, Statutory Holidays or between December 24<sup>th</sup> and January 2<sup>nd</sup> except,
  - (a) activities which do not generate noise which disturbs an occupant of another strata lot; or
  - (b) with prior permission of the strata council.

- 8.8 An owner or his agent must provide reasonable supervision for all significant alterations; the determination of significant shall be at the discretion of the strata council.
- 8.9 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.
- 8.10 Where an owner contravenes bylaws 8.1 to 8.9 (inclusive), the owner of the strata lot shall be subject to a fine of up to \$200 for each contravention, as well as be responsible for any clean up or repair costs.

## **9. Permit entry to a strata lot**

- 9.1 A resident or visitor must allow a person authorized by the strata corporation to enter a strata lot, common property or limited common property:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
  - (b) at a reasonable time, upon 48 hours written notice:
    - (i) to inspect, repair, renew, replace or maintain common property, limited common property, common assets and any portion of a strata lot that is 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; or
    - (ii) to ensure a resident or visitor's compliance with the Act these bylaws or the rules of the strata corporation; or
    - (iii) to ensure an owner's compliance with any condition established by the strata corporation as part of an approval of the owner's request to alter a strata lot.
  - (c) Suites that do not provide access for the initial annual fire equipment safety inspection, dryer vent inspection, gas fireplace inspection and/or testing and other such requests for in-suite inspections shall be charged the cost for call backs for these inspections and may be assessed a Bylaw fine.
- 9.2 For the purposes of bylaw 9.1(b) an owner or resident must grant entry to a person authorized by the strata corporation in one of the following ways:
- (a) by the owner or resident personally granting immediate access; or
  - (b) by an authorized person designated by the owner or resident granting immediate access where the owner or resident has previously advised the strata corporation in writing of such designated person's name and contact information; or
  - (c) by granting access where the owner or resident has previously delivered to the strata corporation a key to the strata lot and a properly executed Waiver of Claims Regarding Keys form, whether or not the owner or resident is present.

For the purposes of bylaw 9.2(c), and as a convenience to an owner or resident, where an owner or resident has delivered to the strata corporation a key and a properly executed Waiver of Claims Regarding Keys form, the strata corporation agrees to hold and use the key of that owner or resident's strata lot on the date and time and for the purpose specified in the notice, and that owner or resident agrees to authorize and permit entry to the strata lot to a person authorized by the strata corporation on the date and time and for the purpose specified in that notice.

- 9.3 Where a resident contravenes bylaw 9.1 the owner shall be subject to a fine of up to \$200 for each contravention, as well as being responsible for any costs to the strata corporation, including the cost of a separate visit, unless the owner establishes to the satisfaction of the strata council that such contravention was reasonable.
- 9.4 If forced entry to a strata lot is required due to an emergency and inability to contact the owner of the strata lot, the owner shall be responsible for the costs of the forced entry incurred by the strata corporation.
- 9.5 The notice referred to in bylaw 9.1(b) and 9.2 must include the date and approximate time of the entry and the purpose of the entry.

## **POWERS AND DUTIES OF STRATA CORPORATION**

### **10. Repair and maintenance of property by strata corporation**

- 10.1 The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
  - (b) common property that has not been designated as limited common property;
  - (c) limited common property, but the duty to repair and maintain it is restricted to:
    - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year; and
    - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
      - (a) the structure of a building;
      - (b) the exterior of a building;
      - (c) patios, chimneys, stairs, balconies and other things attached to the exterior of a building;
      - (d) doors, windows and skylights including casings, sills and frames, on the exterior of a building or that front on common property;
      - (e) fences, railings and similar structures that enclose patios, balconies and yards;
  - (d) a strata lot, but the duty to repair and maintain it is restricted to:



- (i) the structure of a building;
- (ii) the exterior of a building;
- (iii) patios, chimneys, stairs, balconies and other things attached to the exterior of a building;
- (iv) doors, windows and skylights including casings, sills and frames, on the exterior of a building or that front on common property; and
- (v) fences, railings and similar structures that enclose patios, balconies and yards.

## **11. Acquisition or disposition of personal property**

- 11.1 The strata corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but if the personal property has a market value of more than \$5,000, only if approved by a resolution (passed by a  $\frac{3}{4}$  vote) at an annual or special general meeting.

## **COUNCIL**

### **12. Council size**

- 12.1 The council must have at least 3 and not more than 7 members.

### **13. Council eligibility**

- 13.1 An owner or the spouse of an owner but not both may stand for council.
- 13.2 No person may stand for council or continue to be on council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 13.3 No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules.
- 13.4 No person may stand for council or continue to be on council with respect to a strata lot if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.

### **14. Council members' terms**

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

## **15. Removing council member**

- 15.1 The strata corporation may, by a resolution passed by a two-thirds (2/3) vote at an annual or special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed. In this bylaw 15.1, a 2/3 (two-thirds) vote means a vote in favour of a resolution by at least 2/3 of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.
- 15.2 After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term.
- 15.3 If the strata corporation removes all of the council members, the strata corporation must hold an election at the same annual or special general meeting to replace the council members for the remainder of the term up to, at least, the minimum number of council members required by bylaw of the strata corporation for the remainder of the term.
- 15.4 A replacement council member appointed pursuant to bylaw 15.2 may be appointed from any person eligible to sit on the council.

## **16. Replacing council member**

- 16.1 If a council member resigns, or is unwilling or unable to act, the remaining members of the council may appoint a replacement council member for the remainder of the term. If a council member misses three (3) consecutive meetings without valid reason that person is deemed to have resigned.
- 16.2 A replacement council member may be appointed from any person eligible to sit on the council.
- 16.3 The council may appoint a council member under bylaw 16.2 even if the absence of the member being replaced leaves the council without a quorum.
- 16.4 If all the members of the council resign or are unwilling or unable to act, persons holding at least 20 % 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.

## **17. Officers**

- 17.1 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.
- 17.2 A person may hold more than one office at a time, other than the offices of president and vice president.
- 17.3 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.

17.4 The strata council may vote to remove an officer.

17.5 If an officer other than the president is removed, resigns, is unwilling or unable to act the council members may elect a replacement officer from among themselves for the remainder of the term.

## **18. Calling council meetings**

18.1 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.

18.2 The notice in bylaw 18.1 must be in writing.

18.3 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.

18.4 Bylaw 14(4) of the Schedule of Bylaws to the Act does not apply to the strata corporation.

## **19. Requisition of council hearing**

19.1 By application in writing, a resident may request a hearing at a council meeting stating the reasons for the request.

19.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 19.1, the council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the council of the application.

19.3 If the purpose of the hearing is to seek a decision of the council, the council must give the applicant a written decision within two weeks of the hearing.

## **20. Quorum of council**

20.1 A quorum of the council is:

- (a) 2, if the council consists of 3 or 4 members;
- (b) 3, if the council consists of 5 or 6 members; and

(c) 4, if the council consists of 7 members.

20.2 Council members must be present in person at the council meeting to be counted in establishing quorum.

## **21. Council meetings**

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

21.2 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.

21.3 If a council meeting is held by electronic means, council members are deemed to be present in person.

21.4 Owners may attend council meetings as observers, unless council, in its sole discretion, prohibits their attendance.

21.5 Despite bylaw 21.4, 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) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

## **22. Voting at council meetings**

22.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.

22.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

22.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

## **23. Council to inform owners of minutes**

23.1 The council must post for the owners the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

23.2 The council may have in-camera minutes of council meetings relating to sensitive or privacy issues which do not need to be circulated.

## **24. Delegation of council's powers and duties**

24.1 Subject to bylaws, 24.2, 24.3, and 24.4, 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.

- 24.2 The council may delegate its spending powers or duties, but only by a resolution that:
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
  - (b) delegates the general authority to make expenditures in accordance with bylaw 24.3.
- 24.3 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.
- 24.4 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;
  - (c) whether a person should be denied access to a recreational facility.

## **25. Spending restrictions**

- 25.1 No council member may spend the strata corporation's money to repair or replace common property or common assets without the majority consent of council unless the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- 25.2 Subject to bylaw 25.3 if a proposed expenditure has not been approved in the budget or at an annual or special general meeting, the strata corporation 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 subsection (1) in the same fiscal year, is less than 2 percent of the annual operating budget.
- 25.3 Notwithstanding bylaw 25.1, the strata corporation can make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.
- 25.4 If the strata corporation makes an expenditure under bylaw 25.1, 25.2 or 25.3, the strata corporation must inform owners as soon as feasible about any expenditure of more than \$5,000 on any single item.
- 25.5 Bylaw 21(2) of the Schedule of Bylaws to the Act does not apply to the strata corporation.

## **26. Limitation of liability of council member**

- 26.1 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.
- 26.2 Bylaw 26.1 does not affect a council member's liability, as an owner, for a judgement against the strata corporation.
- 26.3 All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

## **ENFORCEMENT OF BYLAWS AND RULES**

### **27. Maximum fines**

- 27.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant a maximum of:
- (a) \$200 for each contravention of a bylaw; and
  - (b) \$50 for each contravention of a rule.
- 27.2 The 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.
- 27.3 An owner is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation with respect to that owner's strata lot as provided for in the Act or these bylaws.
- 27.4 Assessments, fines authorized by these bylaws and any other expenses incurred by the strata corporation to enforce either these bylaws, as they may be amended from time to time, or any rule which may be established from time to time by the council pursuant to the Act or these bylaws, shall become due and payable on the first day of the month next following.

### **28. Continuing contravention**

- 28.1 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 7 days, a fine of up to \$200 may be imposed every 7 days.

## **ANNUAL AND SPECIAL GENERAL MEETINGS**

### **29. Quorum of meeting**

- 29.1 If within 15 minutes from the time appointed for an annual or special general meeting, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum.

This bylaw 29.1 is an alternative to section 48(3) of the Act. This bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

### **30. Person to chair meeting**

- 30.1 Annual and special general meetings may be chaired by the president of the council, or if the president is unwilling or unable to act, the meeting may be chaired by the vice president of the council.
- 30.2 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, eligible to vote, who are present at the meeting or the property manager.

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

- 31.1 Only owners and others as designated by Sections 28, 54, 147 and 148 of the Act may attend annual and special general meetings, whether or not they are eligible to vote.
- 31.2 Persons who are not eligible to vote may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- 31.3 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.

### **32. Voting**

- 32.1 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 32.2 Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the Act.
- 32.3 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 32.4 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.

- 32.5 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.
- 32.6 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.
- 32.7 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.
- 32.8 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 a majority vote.

### **33A Electronic General Meetings**

- 33A.1 The Strata Corporation may provide for attendance at an annual or special general meeting by telephone or any other electronic method if the method permits all persons participating in the meeting to communicate with each other during the meeting. For certainty, the Strata Corporation may call an exclusively electronic annual or special general meeting, hold an annual or special general meeting exclusively by telephone or any other electronic method, and is not required to provide for in-person attendance at an electronic annual or special general meeting, provided the electronic method permits all persons participating in the meeting to communicate with each other during the meeting.
- 33A.2 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.
- 33A.3 Any person attending an annual or special general meeting by electronic means is deemed to be present in person for the purposes of the meeting.
- 33A.4 Despite bylaws 32 and 33, in the event that a general meeting is held pursuant to bylaw 33A.1, the Strata Corporation has no obligation to make provision for a secret ballot or issue a voting card for, as applicable, that meeting or the particular voter. Where the Strata Corporation does not issue voting cards for the meeting or a particular voter, then a vote will be decided by a show of hands (physical and/or electronic) unless an eligible voter requests a precise count.

### **33. Order of business**

- 33.1 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;
- (o) the order of business detailed in 33.1 may be modified by a majority vote at a special general meeting.

### **SMALL CLAIMS COURT PROCEEDINGS**

#### **34. Authorization to proceed**

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

### **MARKETING ACTIVITIES BY OWNERS AND OCCUPANTS**

#### **35. Sale of a strata lot**

- 35.1 Real estate signs must not be displayed in a strata lot or on the common property.
- 35.2 At open houses, the agent or owner must meet prospective buyers at the lobby entrance, and escort them to and from the seller's suite.
- 35.3 An owner who contravenes bylaws 35.1 or 35.2 shall be subject to a fine of \$200.

## **INSURANCE**

### **36. Insuring against major perils**

- 36.1 The strata corporation must insure against major perils, as set out in Regulation 9.1(2), including earthquakes.
- 36.2 Notwithstanding section 159 of the Strata Property Act, no strata council member will be liable to any owner, tenant or occupant, or to any group of owners, tenants or occupants, for failing to obtain property insurance coverage to full replacement value, provided that in trying unsuccessfully to obtain such insurance, he/she has acted honestly and in good faith with a view to the best interests of the strata corporation and in so doing has exercised the care, diligence and skill of a reasonably prudent person in comparable circumstances.
- 36.3 (a) Strata lot owners must carry current homeowner's insurance for all contents and betterments made to their strata lot and for the strata corporation's insurance deductible should they be deemed responsible for damages;
- (b) Strata lot owners must insure that tenants occupying their strata lots carry current tenant's insurance for all personal effects.

## **STORAGE**

### **37. Storage lockers and bicycle storage**

- 37.1 A resident must store bicycles, tricycles, kayaks and canoes in the bicycle storage rooms, lockers or townhouse garages.
- 37.2 A resident who stores an item in a bicycle storage room must first register it with the property agent.
- 37.3 Where an item is stored in a bicycle room in an unused condition for an extended period of time, the strata corporation may give the resident one month's notice, in writing, to remove the item.
- 37.4 Where a resident fails to remove an item as required by bylaw 37.3, the strata corporation may remove and dispose of such item without further notice to the resident.
- 37.5 A resident must not store any hazardous or flammable substances in storage lockers or townhouse garages.
- 37.6 A resident must not store anything outside lockers.
- 37.7 A resident must not bring bicycles into elevators or hallways.
- 37.8 A resident must not store a bicycle on a balcony, deck or patio.
- 37.9 A resident must ensure that bicycles enter or leave the building only by means of an entrance to the parking garage.
- 37.10 Where a resident contravenes bylaws 37.1 to 37.9 (inclusive), the owner shall be subject to a fine of up to \$200.

## **PARKING, GARAGE REMOTES AND ACCESS FOBs**

### **38. Parking**

- 38.1 A resident must not permit any oversized, commercial or recreational vehicles including, but not exhaustively, boats, trailers and campers to enter or be parked or stored on common property, limited common property or land that is a common asset without prior written consent of the strata council.
- 38.2 A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.
- 38.3 A resident storing a vehicle must:
- (a) provide, to the strata corporation, proof of insurance effective on the commencement date of the storage; and
  - (b) display a valid parking permit on the vehicle at all times.
- 38.4 An owner must not sell, licence or assign parking stalls to any person other than an owner. An owner may lease a parking stall only to a resident of the building.
- 38.5 A resident must park only in the parking stall assigned to the resident or leased from an owner.
- 38.6 A resident or visitor must not permit a vehicle to be parked or left unattended in a manner that interferes with parking stalls, access lanes or no parking zones.
- 38.7 Any resident's vehicle parked in violation of bylaw 38.6 may be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot.
- 38.8 A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs including, but not exhaustively, sawing, drilling and the use of any adhesive or hardening compounds or work on vehicles involving any automotive fluids or paints, motor tune ups or other mechanical repairs.
- 38.9 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hour.
- 38.10 A resident must wash a vehicle in the location designated for vehicle washing only. Once washing is completed, the resident must hose down and remove all dirt, refuse and excess water from the washing area. While washing, a resident must keep any audio volume low.
- 38.11 A resident must not park or store any vehicle that drips oil, gasoline or other fluids.
- 38.12 In the event of spillage of oil, gasoline or other fluids, a resident will be responsible for the costs of clean-up or membrane repairs.
- 38.13 The strata council may designate common property or limited common property for the exclusive use for visitor or paid parking.

38.14 A resident must not use any area of the common property or limited common property designed for parking for storage of personal items.

38.15 A resident must ensure that only one vehicle traverses the P1/P2 vehicle gates during each gate opening.

### **Short Term Parking**

38.16 The strata council may designate common property or limited common property for the exclusive use of residents for short term parking.

38.17 A resident must not park in a designated short term parking space for more than the maximum time posted.

38.18 A resident must not park in a designated loading stall for more than 30 minutes.

38.19 A resident must not park in a reserved stall.

38.20 The vehicle of a resident who parks in a designated short term parking space for longer than the maximum time posted may be removed by a towing company authorized by the strata council and the vehicle owner shall be responsible for any associated towing or storage charges.

### **Visitor Parking**

38.21 The strata council may designate common property or limited common property for the exclusive use of guests of residents.

38.22 A resident may not park in a designated visitor parking space.

38.23 The vehicle of a resident who parks in a visitor parking space may be subject to removal by a towing company authorized by the strata council, and the vehicle owner shall be responsible for any associated towing charges.

### **P1 VISITOR PARKING**

38.24 P1 visitor parking is reserved for the exclusive and short-term use of guests of residents.

38.25 A visitor who parks in a P1 visitor parking stall must prominently display a note with the suite number of the strata lot being visited on the dashboard of his or her vehicle.

### **P2, P3 and P4 Visitor Parking**

38.26 P2, P3 and P4 visitor parking is reserved for the exclusive use of guests of residents who wish to park overnight.

38.27 A visitor who wishes to park overnight must first obtain a visitor parking pass from the concierge and prominently display it on the dashboard of his or her vehicle at all times.

### **GARAGE REMOTES**

- 38.28 An owner is entitled to purchase two garage remotes per assigned parking stall for a fee as set out in the Rules.
- 38.29 An owner may not lend or give a garage remote to anyone except a family member, a tenant of that owner, or another person authorized by the owner.
- 38.30 In the event of loss, a resident must immediately notify the building manager, or the concierge on duty if the building manager is not available.
- 38.31 In the event of loss, and upon written application by the owner, the strata council may issue a replacement garage remote for which it may charge a fee as set out in the Rules.
- 38.32 Where an owner with a disability as defined by the Human Rights Code or an owner who demonstrates exceptional circumstances applies in writing, the strata council may issue an additional remote for which it may charge a fee as set out in the Rules.

### **PARKING PERMITS**

- 38.33 An owner is entitled to one parking permit per assigned parking space.
- 38.34 An owner may not lend or give a parking permit to anyone other than a family member or tenant of the owner and who occupies a strata lot.
- 38.35 In the event of loss, an owner may apply in writing to the strata council requesting a replacement parking permit.
- 38.36 A resident must display a valid parking permit prominently and visibly in their vehicle at all times.

### **ACCESS FOBS**

- 38.37 An owner may apply to purchase four access fobs per strata lot for a fee as set out in the Rules.
- 38.38 An owner may not lend or give an access fob to anyone except a family member, a tenant of that owner, or another person authorized by the owner.
- 38.39 In the event of loss of an access fob, a resident must immediately notify the building manager, or the concierge on duty if the building manager is not available.
- 38.40 In the event of loss of an access fob, and upon written application by the owner, the strata council may issue a replacement access fob for which it may charge a fee as set out in the Rules.
- 38.41 An owner may apply for additional access fobs for which the strata council may charge a fee as set out in the Rules.
- 38.42 Where a resident contravenes bylaws 38.1 to 38.6, 38.8 to 38.11, 38.14, 38.17, 38.18, 38.19, 38.22, 38.29, 38.30, 38.34, 38.36, 38.38, 38.39 (inclusive), the owner shall be subject to a fine of up to \$200.

## MOVING

### 39. Moving procedures

- 39.1 For the purposes of bylaw 39 a “move” means a transfer of residence involving a strata lot which requires a lobby entrance door to be utilized for more than ½ hour and for which the resident has provided proper notice, and includes both a move in and a move out.
- All other moves shall be deemed an “unscheduled move”.
- 39.2 An owner must conform to and ensure that any tenant conforms to these bylaws.
- 39.3 At least 7 days prior to a move, a resident must provide notice to the concierge of the moving date and the anticipated length of time.
- 39.4 In the event of unusual circumstances, a resident may apply in writing to the strata council for an exemption from bylaw 39.3.
- 39.5 At least 7 days prior to a move, a resident must pay:
- (a) move in fee as set out in the Rules; and
  - (b) the cost for a security guard to attend the move based on the costs charged to the strata corporation by a security firm.
- 39.6 A resident must ensure that a lobby entrance door is attended by a security guard at all times during a move.
- 39.7 Residents of strata lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33 are exempted from the requirements of bylaws 39.5.
- 39.8 A move must take place between 9:00 a.m. and 5:00 p.m. Monday through Saturday. Moves are not permitted on Sundays or statutory holidays.
- 39.9 In the event on unusual circumstances, a resident may apply to the strata council for an exemption from bylaw 39.8.
- 39.10 A resident must ensure that a lobby entrance door is not left open, ajar or unattended during a move, that an elevator door is not jammed open, and that furniture is not left piled in the common areas.
- 39.11 A resident must ensure that all common areas are left damage free, clean and all hallways and elevators are vacuumed immediately upon completion of a move.
- 39.12 A resident must install protective floor coverings at the request of a concierge or security guard at any time during a move.
- 39.13 In the event of an “unscheduled move”, the concierge or security person on duty will attempt to obtain the services of a security guard, the costs of which will be charged to the owner.

- 39.14 In the event of a move lasting less than 1/2 hour, and with advance notice, the concierge may monitor a lobby entrance door for no charge.
- 39.15 Where a resident contravenes bylaws 39.3, 39.5, 39.6, 39.8, 39.10, 39.11 and 39.12 (inclusive), the owner shall be subject to a fine of \$200.

## **APPEARANCE OF STRATA LOTS**

### **40. Cleanliness**

- 40.1 A resident must not allow a strata lot to become unsanitary, untidy or a source of odour. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown, piled or stored in the strata lot or on common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.
- 40.2 A resident must ensure that ordinary household refuse and garbage is securely wrapped and deposited in the garbage chute or placed in the containers provided for that purpose, recyclable material is kept in designated areas and material other than recyclable or ordinary household refuse and garbage is removed appropriately.
- 40.3 No furniture, carpet, wood, plaster board, mattresses, paint products, or other hazardous materials may be deposited in strata dumpsters. Disposal of these items is the responsibility of the resident.
- 40.4 A resident must remove any materials other than ordinary household refuse at their own expense.
- 40.5 Where a resident contravenes bylaws 40.1 to 40.4 (inclusive), the owner shall be subject to a fine of up to \$200.

## **VISITORS AND CHILDREN**

### **41. Visitors and supervision of children**

- 41.1 Residents are responsible for the conduct of visitors including ensuring that noise is kept at a level which, in the opinion and in the sole determination of a majority of the strata council, will not disturb the quiet enjoyment of others.
- 41.2 Residents are responsible for the conduct of children residing in their strata lot, including ensuring that noise is kept at a level which, in the opinion and in the sole determination of a majority of the council, will not disturb the quiet enjoyment of others.
- 41.3 Residents are responsible for assuming liability for and properly supervising activities of children while playing including, but not exhaustively, swimming.

## **OTHER**

### **42. Miscellaneous**

- 42.1 A resident or visitor must not smoke on limited common property (including balconies, patios and/or decks), common property or in a Strata lot.

42.2 A resident or visitor must not use any barbeque, hibachi or other outdoor cooking device in a strata lot, or on the limited common property, or common property except in accordance with these bylaws and the rules made by the strata council from time to time.

42.3 A resident may use an approved outdoor cooking device only on a designated deck or designated patio.

For the purposes of bylaw 42.3, an “approved outdoor cooking device” means a barbeque, or hibachi, powered by propane, natural gas or electricity. Charcoal, wood burning or open flame devices are not permitted.

For the purposes of bylaw 42.3 “designated deck” means the limited common property above ground designated for the exclusive use of strata lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 17, 45, 47, 80, 81, 91, 168, 169, 184, 185, 254, 255, 258, and 259; “designated patio” means the limited common property at ground level designated for the exclusive use of strata lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 17, 22, 23, 24, 25, 26, 27, 28, 29, 30.

42.4 A resident must not use a charcoal or wood burning outdoor heating or open flame device on the limited common property or the common property. Outdoor heating devices powered by propane, natural gas or electricity are permitted.

42.5 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the common property. Hindrance and restriction includes the keeping of personal items and garbage.

42.6 A resident or visitor must not wear or use inline skates, roller skates and skateboards on common property or limited common property or anywhere in the building, including a strata lot.

A resident or visitor must not ride a bicycle or tricycle on common property or limited common property except for ingress or egress to a bicycle storage area.

42.7 A resident must not permit any person to play or loiter in the garden areas, on common property or on land that is a common asset, if doing so affects the quiet enjoyment of any other resident.

42.8 A resident or visitor must not use common property electrical outlets with the exception of parking area outlets used while vacuuming a vehicle.

42.9 A resident or owner must not erect or display, or permit to be erected or displayed, any signs, billboards, placards, advertising or notices on the common property, the limited common property, or in a strata lot, unless authorized by the council.

42.10 A resident may post notices on a designated bulletin board, subject to being removed by the council if deemed inappropriate or posted for in excess of one week.

42.11 A resident must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.

42.12 A resident or visitor must not shake rugs, carpets, mops or dusters of any kind from any balcony, window, stairway or other part of a strata lot or common property.



- 42.13 A resident must ensure that drapes, blinds, louvers, or window screens visible from the outside of the building are cream or white in colour.
- 42.14 A resident must ensure that no 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.
- 42.15 A resident must not display or erect fixtures, fences, trellises, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily installed or attached on limited common property, common property or land that is a common asset. Despite the foregoing, the placing of items on the limited common property balconies, patio areas, front door steps or stoop, shall be limited to free standing, self-contained planter boxes or containers, summer furniture and accessories or such items as, in the opinion of the strata council, are in keeping with the balance of the development in terms of design, quality, proportion and colour. Items not allowed on decks, patios or balconies include, not exhaustively, indoor/outdoor carpeting, freezers, refrigerators, dressers, bicycles, sports equipment, tents, hanging baskets, tarps, storage containers and barbeques, hibachis or other cooking devices except as permitted under bylaw 42.3.
- 42.16 If a resident contravenes a provision of bylaw 42.9 or 42.15, the strata council may give the resident written notice to remove the offending item within thirty days of the date of such notice. If the resident fails to remove the item, the strata council may direct that the item be removed and the owner of the strata lot shall be responsible for all the expenses incurred by the strata corporation for such removal and clean-up.
- 42.17 A resident who installs Christmas lights or Christmas decorations must install them after November 15th of the year approaching Christmas and must remove them before January 31st of the year following Christmas.
- 42.18 A resident must ensure that water, soil or plant debris does not escape from a balcony while cleaning the balcony or watering plants.
- 42.19 A resident must not remove window stops from windows originally installed in conformity with the City of Vancouver building code 3.3.1.13.(6).
- 42.20 A resident must not block light from entering common windows or glass block walls.
- 42.21 A resident must not install a hot tub on common property or limited common property.
- 42.22 A resident must not do or permit anything which will unreasonably increase the risk of fire or the rate of insurance on the building.
- 42.23 A resident must not permit a condition to exist which will result in excessive consumption of domestic hot or cold water.
- 42.24 An owner, tenant or occupant may use a portable air conditioner that does not draw on the common water or natural gas systems in a strata lot. If the portable air conditioner has an exhaust hose it must not extend out beyond the bottom edge of the frame of an open window. The building envelope (including the window glass) may not be penetrated to accommodate the exhaust hose.

- 42.25 An owner, tenant or occupant must not install or permit to be installed on a strata lot or the common property, including limited common property, any gas appliances, including without limitation, ovens, stoves, cooktops and clothes dryers.
- 42.26 A resident must not keep a natural, cut Christmas tree in a strata lot.
- 42.27 A resident may not install any patio gate screening devices except those approved by the strata council.
- 42.28 Patio umbrellas must be collapsed and secured with a strap or cord when residents are not present in their unit.
- 42.29 Where a resident contravenes bylaws 42.1 to 42.28 (inclusive), the owner shall be subject to a fine of up to \$200.
- 42.30 An owner may apply to install a ductless air conditioning system in a strata lot provided that the installation plan adheres to the requirements that are set out in the Strata Corporation's current renovation application package. The install shall also meet the requirements of the City of Vancouver.
- 42.31 The time per session and/or per day that each electric vehicle may use a charger may be restricted by rule. An electric vehicle must not be parked in the designated charging spot unless the vehicle is actively being charged. It is the responsibility of the electric vehicle owner to move the electric vehicle within 15 minutes of charging being complete, and before the posted maximum time at the charger has expired. Parking spots designated for electric charging are not to be used for any purpose other than charging an electric vehicle by way of the installed charging station.

### **43. Commercial strata lots**

- 43.1 An owner of a commercial strata lot must conform and ensure that a tenant conforms strictly to the bylaws of Strata Plan LMS-712.
- 43.2 Hours of operation of a commercial strata lot business shall be between 7:00 a.m. and 11:00 p.m. daily.
- 43.3 An owner or tenant of a commercial strata lot shall not use "888 Beach" or "Strata Plan LMS 712" as, in whole or in part, the name of the business operating in a commercial strata lot.
- 43.4 An owner or tenant of a commercial strata lot must apply to the strata council for prior written approval for all signage and advertising materials displayed in or on exterior windows and doors.
- 43.5 The Strata Corporation will provide hanging devices for approved commercial signage for all commercial strata lots.
- 43.6 Commercial strata lot owners may install and affix to such hanging devices, at their expense, commercial signage which has been approved by the strata council,

- 43.7 A commercial strata lot must not be used for any of the following purposes or businesses including, not exhaustively:
- (a) a video arcade;
  - (b) a restaurant;
  - (c) a dry cleaning business which operates dry cleaning equipment on the premises.
- 43.8 Where an owner or tenant contravenes bylaws 43.1 to 43.7 inclusive, the owner of the commercial strata lot shall be subject to a fine of up to \$200.
- 43.9 Where an owner or tenant contravenes bylaw 43.4 or 43.6 the strata corporation may, in addition, remove such unauthorized signage or advertising materials.

#### **44. Audit**

- 44.1 At each fiscal year-end, the strata corporation shall have its books, records and monies audited by an independent auditor. Copies of the audit shall be given to any owner within seven days of a request.

#### **45. Investment of strata corporation money**

- 45.1 Notwithstanding Section 95 of the Strata Property Act, all money of the strata corporation, including the Contingency Reserve Fund, the Operating Fund and any other fund that may be established from time to time for special projects must be invested only in:
- (a) Savings or current account, GICs, or Term Deposits of a Canadian Chartered Bank or of a Canadian Credit Union. The total investment at any one of these banking institutions shall not exceed the insured limit of the institution;
  - (b) Canadian or Provincial Government bonds;
  - (c) Canadian Government Treasury Bills.

#### **46. Residential rentals**

- 46.1 Prior to possession of a residential strata lot by a tenant, the landlord must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
- 46.2 Within two weeks of renting a residential strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.

#### **47. No Short-Term Accommodation**

47.1 For the purposes of this bylaw 47, “short-term” refers to a period of less than 3 months.

47.2 A strata lot must not be used for short-term accommodation purposes, including, but not limited to, a bed-and-breakfast, lodging house, hotel, motel, time share, temporary housing, corporate housing, vacation accommodation or extended vacation accommodation, whether arranged through websites such as Airbnb, VRBO, Premiere Executive Suites, Corporate Stays or through companies that advertise this type of accommodation. 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 for short-term accommodation purposes. Any breach of this bylaw 47.2 is subject to a fine of up to \$1,000 per day.

#### **48. Security measures**

48.1 Closed circuit television and video surveillance are installed in the following common areas of the building: lobbies of Beach, Ocean and Garden Towers and the parkades. The system operates 24 hours a day and the strata corporation collects data from the closed circuit television and video surveillance.

48.2 The strata corporation collects data with respect to the usage of each garage remote and access fob programmed for use at Strata Plan LMS 712.

48.3 The video files and/or garage remote and access fob usage records will be used by the strata corporation for surveillance and monitoring purposes only, including the following purposes:

- (a) being alerted to the presence of trespassers on the strata plan;
- (b) preventing, recording, investigating and obtaining evidence of any theft, vandalism, nuisance or damage caused by any person on the strata plan; and
- (c) enforcing those strata corporation bylaws and rules which relate to the safety and security of the strata plan and its occupants.

48.4 The video files are stored for a period of up to one week from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes.

48.5 The garage remote and access fob usage records are stored for a period of up to one week from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes.

48.6 The personal information of owners, tenants or occupants will only be reviewed or disclosed as follows:

- (a) to law enforcement in accordance with bylaw 48.3;
- (b) to concierges and security staff, building manager, council members in accordance with bylaw 48.3; or

- (c) in the event of an incident in which they are involved or affected, an owner, tenant or occupant may request a copy of the applicable video file or security fob usage records.

48.7 A resident or visitor must not do anything to damage or interfere with any closed circuit television, video surveillance or access fob equipment.

48.8 In installing and/or maintaining the systems described herein, the strata corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The strata corporation is not responsible or liable to any owner, tenant, occupant or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by the systems.

#### **49. Exercise room and the swimming pool**

49.1 A resident may only use the exercise room and swimming pool between 6:00 a.m. and 11:00 p.m.

49.2 The strata corporation is not responsible for injury, loss or damage to an owner, a resident, or their guests occasioned by the use of the exercise room or the pool.

49.3 A resident must accompany a visitor while they use the exercise room or pool.

49.4 An adult resident must accompany children under 16 years of age while they use the exercise room or the pool.

49.5 Residents who use the exercise room must wear workout clothing and footwear. Street clothes and footwear are not permitted.

49.6 A resident must not use any piece of equipment for more than 20 minutes if another person is waiting.

49.7 A resident who uses equipment in the exercise room must wipe down the equipment after use to keep it free of perspiration.

49.8 A resident is not permitted to bring electrical equipment or a radio into the pool area.

49.9 A resident is not permitted to use lifesaving equipment as a toy.

49.10 Jumping, running and rowdiness are not permitted in the pool area.

49.11 A resident must shower before using the pool and towel dry before leaving the pool area.

49.12 A resident must wear proper bathing attire while using the pool. Cut-offs are not permitted.

49.13 Swimmers with open wounds, sores or wearing bandages are not permitted to use the pool.

49.14 A resident is not permitted to bring a pet into the exercise room or the pool area.