



**STRATA PLAN LMS 712  
888 BEACH**

**BYLAWS**

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888 BEACH BYLAWS**

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**TABLE OF CONTENTS**

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<b>DUTIES OF RESIDENTS AND VISITORS .....</b>	<b>1</b>
1. Compliance with bylaws and rules .....	1
2. Payment of strata fees and special levies .....	1
3. Repair and maintenance of property by owner .....	2
4. Use of property .....	3
5. Pets and animals .....	4
6. Inform strata corporation .....	6
7. Approvals before altering or renovating a strata lot, common property or limited common property .....	6
8. Hard Surface Flooring .....	10
9. Procedures for alterations .....	10
10. Permit entry to a strata lot .....	11
<b>POWERS AND DUTIES OF STRATA CORPORATION.....</b>	<b>13</b>
11. Repair and maintenance of property by strata corporation .....	13
<b>STRATA COUNCIL .....</b>	<b>13</b>
12. Strata council size .....	13
13. Strata council eligibility .....	13
14. Strata council members' terms .....	14
15. Removing strata council member .....	14
16. Replacing strata council member .....	14
17. Officers .....	15
18. Calling strata council meetings .....	15
19. Quorum of strata council .....	15
20. Strata council meetings .....	16
21. Voting at strata council meetings .....	16
22. Strata council to inform owners of minutes .....	16
23. Delegation of strata council's powers and duties .....	16
24. Spending approvals and restrictions .....	17
25. Limitation of liability of strata council member .....	18
<b>ENFORCEMENT OF BYLAWS AND RULES.....</b>	<b>19</b>
26. Fines and Costs .....	19
27. Continuing contravention .....	19
28. Amounts Owing .....	19
29. Exemption from Bylaws and Rules .....	19
<b>ANNUAL AND SPECIAL GENERAL MEETINGS .....</b>	<b>19</b>
30. Quorum of meeting .....	19
31. Person to chair meeting .....	20

32.	Participation by other than eligible voters .....	20
33.	Voting .....	20
34.	Order of business.....	21
35.	Electronic general meetings .....	21
<b>SMALL CLAIMS COURT PROCEEDINGS .....</b>		<b>22</b>
36.	Authorization to proceed .....	22
<b>MARKETING ACTIVITIES BY OWNERS .....</b>		<b>22</b>
37.	Sale of a strata lot.....	22
<b>INSURANCE AND RESPONSIBILITY .....</b>		<b>22</b>
38.	Insurance and Responsibility .....	22
<b>STORAGE AND BICYCLES.....</b>		<b>24</b>
39.	Storage and Bicycles .....	24
<b>PARKING, PARKADE REMOTES, ACCESS FOBS, AND ELECTRIC VEHICLE CHARGING.....</b>		<b>25</b>
40.	Parking .....	25
41.	Visitor Parking.....	27
	P1 Visitor Parking .....	27
	P2, P3 and P4 Visitor Parking .....	28
42.	Parkade Remotes .....	28
43.	Access Fobs .....	28
<b>MOVING .....</b>		<b>29</b>
44.	Moving procedures .....	29
<b>CLEANLINESS AND GARBAGE .....</b>		<b>30</b>
45.	Cleanliness and Garbage.....	30
<b>VISITORS AND CHILDREN .....</b>		<b>31</b>
46.	Visitors and supervision of children.....	31
<b>OTHER .....</b>		<b>31</b>
47.	No smoking.....	31
48.	Miscellaneous .....	31
49.	Residential rentals .....	35
50.	No Short-Term Accommodation.....	36
50A.	E-Mobility Devices and Battery Charging .....	36

**BYLAWS APPLICABLE TO COMMERCIAL STRATA LOTS.....36**  
51. Commercial strata lots .....36  
**SECURITY MEASURES.....37**  
52. Security measures .....37  
**RECREATIONAL FACILITIES .....38**  
53. Exercise room and the swimming pool.....38  
54. Council Decisions by Electronic Mail.....39

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**888 BEACH  
Strata Plan LMS712**

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**DEFINITIONS**

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:

- a. “**alteration**” includes, but is not limited to, the replacement of an existing item, whether or not the replacement is identical to the item being replaced, the affixing of an item to a wall, floor or ceiling, such as a nail or other similar material, and the placing of an item that is kept in place by its own weight, even if such item can be removed without damage to a strata lot, the common property, limited common property, or a common asset;
- b. “**common property**” includes, but is not limited to, limited common property, unless specifically stated to be otherwise in these bylaws;
- c. “**hard surface flooring**” includes, not exhaustively, tile, marble granite, slate, hardwood or hardwood laminate;
- d. “**residents**” means collectively, owners, tenants and occupants and “**a resident**” means collectively, an owner, a tenant and an occupant;
- e. “**spouse of an owner**” has the meaning set out in section 8.1(2) of the *Strata Property Regulation*;
- f. “**strata insurance**” means the insurance coverage obtained and maintained by the strata corporation pursuant to the Act and these bylaws.

The Schedule of Standard Bylaws to the Act does not apply to the strata corporation.

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**DUTIES OF RESIDENTS AND VISITORS**

**1. Compliance with bylaws and rules**

- 1.1 All residents and visitors must comply strictly with the bylaws and rules of the strata corporation adopted from time to time.
- 1.2 Without limiting Division 3 of Part 7 of the Act, a resident 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 will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay strata fees on the due date will result in a fine of up to \$200 monthly 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 will be subject to an interest charge of 10% per annum, compounded annually. In addition to interest, failure to pay a special levy on the date or dates payable will result in a fine of up to \$200 monthly for each contravention of bylaw 2.3.
- 2.5 An owner in default in the payment of common expenses, strata fees, special levies, interest, fines and any other amounts owing pursuant to the Act will be deemed to be in arrears. Any owner in arrears shall reimburse the Strata Corporation and save it harmless against any and all costs and expense required to collect such arrears, including legal costs, comprised of fees, taxes, disbursements, and other related expenses as between a solicitor and own client/full indemnity basis.
- 2.6 For the purposes of Section 133(2) of the Act, reasonable costs of remedying a contravention of the Strata Corporation's bylaws or Rules shall be interpreted to include, but not limited to, legal costs comprised of legal fees, taxes, disbursements, and other related expenses as between a solicitor and own client/full indemnity basis.
- 2.7 Any legal costs or expenses incurred by the Strata Corporation to collect any arrears shall be charged to that owner and shall be added to and become part of the assessment of that owner for the month following the date on which the legal expenses were incurred, but not necessarily paid by the corporation, and shall become due and payable on the date of the payment of the monthly assessment.

### **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. In addition to and without limiting this bylaw 3.1, an owner must:
  - (a) repair and maintain anything located within the owner's strata lot, except for common property or anything that is otherwise the responsibility of the strata corporation to repair and maintain under these bylaws; and
  - (b) not allow a strata lot to become unsanitary or untidy.
- 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.
- 3.3 Despite bylaw 11.1(c) and without limiting bylaw 3.2, an owner who has the use of a balcony, patio or deck that is designated as limited common property for the exclusive use

of their strata lot is responsible for all regular maintenance of such balcony, patio or deck (including the cleaning of the surface of the balcony, patio or deck and associated railings, as well as the removal of debris from any associated drains).

#### 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 otherwise contrary to any applicable laws (including the provisions, rules, regulations or ordinances of any statute, whether federal or provincial, or any municipal by-laws); 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 parkade;
- (v) uncarpeted or hard surface flooring;
- (vi) the movement of furniture, drawers opening or closing;
- (vii) construction activities.

4.2 Without limiting bylaw 4.1, and the strata corporation’s powers to enforce bylaws pursuant to the Act, 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 and wearing soft-soled footwear.

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 Residents wishing to use common property for a private event must apply to the strata council. The strata council may define allowed activities at such events, and may charge refundable and /or non-refundable fees depending on the event.
- 4.5 An owner is responsible for any damage caused by occupants, tenants, visitors, or pets to the owner's strata lot or to common property.
- 4.6 A resident or visitor must not use or occupy, or permit to be used or occupied, a strata lot, the common property, or common assets for the purpose of growing, producing, harvesting, marketing, selling or distribution of cannabis or any "controlled substance" as that term is defined in the *Controlled Drugs and Substances Act*, S.C 1996, c. 19, as amended.

#### **4.7 Illegal activity**

- (a) Without limiting bylaw 38, where the strata corporation determines that illegal activity is taking place in a strata lot or on the common property involving a resident or visitor, the owner or tenant, as applicable and 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.
- (b) An owner who is a landlord must inspect, or ensure that their 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.

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

**[NOTE TO READER: The pet restrictions set out in bylaws 5.1, 5.2 and 5.3 were first approved by the owners at the general meeting held on February 28, 2013 and were filed in the Land Title Office under registration no. CA3029134 on March 12, 2013. These bylaws have not been repealed or replaced since then and are amended only for the purposes of these bylaws.]**

- 5.1 A resident or visitor must not keep any pets on a strata lot or common property or on land that is a common asset except in accordance with these bylaws.
- 5.2 The keeping of pets in a strata lot is restricted to the following:
- (a) a reasonable number of fish or other small aquarium animals in an aquarium of not more than 30 gallons or 136 liters in size;
- (b) up to 2 small caged mammals, cage size not to exceed 12 cubic feet or 0.34 cubic meters;
- (c) up to 2 caged birds;
- (d) one dog or two cats.

- 5.3 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- 5.4 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 a photograph of the pet and the name, strata lot number and telephone number of the pet owner.
- 5.5 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.
- 5.6 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.
- 5.7 If a resident contravenes or keeps a pet which contravenes bylaws 5.2, 5.3, 5.4, or 5.5, 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.
- 5.8 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 expenses incurred by the strata corporation to obtain the injunction, including legal costs.
- 5.9 A pet owner must ensure that a pet is kept quiet, controlled and clean. Any damage caused by a pet to the common property, including damage caused by fouling, will be repaired at the owner's expense.
- 5.10 A pet owner must not permit their dog to urinate or defecate anywhere on the common property, including limited common property. In the event of any contravention of the foregoing:
- (a) any urine or excrement on common property or on land that is a common asset must be immediately disposed of by the pet owner; and
  - (b) any cleaning and/or repair of damage caused by fouling will be cleaned and/or repaired at the expense of the owner of the applicable strata lot.
- 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. For certainty, pets are not permitted in the courtyard area, on Level "L" 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 An owner shall be liable for all actions by a pet kept or visiting an owner's strata lot, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.

- 5.13 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.

## **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, email address, and mailing addresses outside the strata plan, if any;
- (b) not less than two (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; and
- (c) any changes in the names of any persons residing in the strata lot within 2 weeks of any such changes occurring.

## **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:

- (a) an alteration or renovation to a strata lot that involves any of the following:
  - (i) the structure of the building;
  - (ii) coring into concrete;
  - (iii) the exterior of the building;
  - (iv) patios, chimneys, stairs, balconies, cladding, vent covers or other things attached to the exterior of a building;
  - (v) doors, windows or skylights on the exterior of a building, or that front on the common property;
  - (vi) fences, railings or similar structures that enclose a patio, balcony or deck;
  - (vii) common property located within the boundaries of a strata lot;
  - (viii) those parts of the strata lot which the strata corporation must insure under section 149 of the Act;
  - (ix) electrical, plumbing, piping, heating, ventilation, gas and other services, for clarity, including moving any of the following: natural gas lines, drains, ventilation stacks, or pipes;
  - (x) flooring;

- (xi) installation of interior window coverings or shades, or window or door screens;
- (xii) installation of radio, television or satellite dishes;
- (xiii) installation of sound-emitting devices mounted on or within:
  - (a) walls that are shared with another strata lot; or
  - (b) ceilings;
- (xiv) installation of balcony guards or screens;
- (xv) planting anything on common or limited common property;
- (xvi) installation of floor coverings on patios, balconies or decks;
- (xvii) installation or removal of a wall or walls, whether structural or not; and
- (b) any alteration to common property, including limited common property, or to common assets.

7.2 Despite bylaw 7.1, a resident must not:

- (a) alter their strata lot in any manner which, in the opinion of the strata council, will alter the exterior appearance of the building; or
- (b) install sound-emitting devices mounted on or within a wall that is shared with another strata lot.

7.3 The strata corporation may require as part of an application for approval of any alteration under bylaw 7.1 that an owner must agree to:

- (a) submit a completed Renovation Request Procedures form;
- (b) provide a time schedule for the proposed alterations;
- (c) provide drawings, specifications and scope of work designed and prepared by an architect, engineer or other consultant approved by the strata council;
- (d) enter into an Indemnity Agreement listing the alterations/renovations that have been approved by the Strata Council and to take responsibility for any expenses relating to the alterations/renovations, including loss or damage to common or limited common property or common assets of the strata corporation and indemnify and hold harmless the strata corporation for any future costs or expenses incurred by the strata corporation, including costs and expenses to repair damage resulting directly or indirectly from the alterations/renovations, including legal costs on a full indemnity basis to enforce this bylaw and the Indemnity Agreement.
- (e) not commence any work prior to the Indemnity Agreement having been signed by the owner and the strata corporation;

- (g) submit with an application for approval to install hard surface flooring or carpeting, the application a written copy of the manufacturer's specifications, the acoustic impact ratings, and the testing protocol used to arrive at the Impact Isolation Class (IIC) value for the proposed acoustic underlayment or carpet under pad; and
- 7.4 (h) determine whether the *Workers Compensation Act, Occupational Health and Safety Regulation* and/or related regulations apply to or have any impact on the intended alteration (for example, whether asbestos or lead paint must be addressed as part of the intended alteration and under what conditions). The strata corporation may also require, as a condition of its approval under bylaw 7.1, that the owner agrees, 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 provided by the owner in accordance with the bylaws, failing which the owner must reapply for approval of the alteration;
  - (c) that the owner provide photocopies of the business licence, WorkSafeBC BC coverage, and the commercial general liability insurance of at least \$5,000,000 that all contractors must hold;
  - (d) that the standards of work and materials used in the alteration are not less than the existing structures;
  - (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;
  - (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 approved by the strata council to complete periodic site reviews of the alterations/renovations and provide a written report from the engineer confirming:
    - (i) compliance with the approved drawings, specifications and scope of work,
    - (ii) the alterations/renovations do not affect the structural integrity of the building or the integrity of any of the mechanical, heating/ventilation, electrical or plumbing systems in the building;
    - (iii) the alterations/renovations otherwise comply with the applicable building codes, and
    - (iv) that there has not been any alterations/renovations to common or limited common property, other than those alterations/renovations approved in writing by the strata council.

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- (h) that the owner retain such architect, engineer or consultant to 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) complete, within a reasonable period of time, any deficiencies or to remove any unapproved alterations/renovations and once completed, provide a written report from an architect, engineer or other consultant approved by the strata corporation confirming completion of any deficiencies and that the completed alterations comply with the approved plans, specifications and scope of work.
- (l) 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;
- (m) 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 become due and payable on the due date of payment of the next month’s strata fees;
- (n) that the owner grant access to any person(s) authorized by the strata corporation to enter the strata lot at any time for the purpose of inspecting the work in the strata lot under renovation.

7.5 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.

7.6 An owner who has altered a strata lot, common property, limited common property or common assets will indemnify and hold harmless the strata corporation, its strata council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to a breach of the *Workers Compensation Act*, *Occupational Health and Safety Regulation* and/or related regulations that apply or applied to or had or have any impact on the alteration. Any costs or expenses incurred by the

strata corporation as the result of such claim or demand will be the responsibility of the owner who has altered a strata lot, common property, limited common property or common assets and the said costs or expenses incurred must be charged to that owner and will become due and payable on or before the first day of the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation.

- 7.7 An owner who, subsequent to the passage of bylaws 7.1 to 7.7 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 restoration shall become due and payable on the due date of payment of the next month's 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 7.6, 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 The strata corporation will not be responsible for repairing, restoring or replacing any alterations undertaken by an owner to a strata lot, common property, limited common property or common assets. In the event that the existence of the alteration to a strata lot, common property, limited common property, or common assets undertaken by an owner results in additional costs to the strata corporation in undertaking the repair and maintenance of common property, limited common property, common assets or a strata lot in accordance with these bylaws, the then current owner of the strata lot receiving the benefit of the alteration must indemnify the strata corporation for all such additional costs.

## **8. Hard Surface Flooring**

- 8.1 An owner must, in accordance with bylaw 7, apply in writing to the strata council for written approval to install hard surface flooring in a strata lot, and receive written approval prior to the commencement of the installation.
- 8.2 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. An owner may apply to the strata council for an exemption from this bylaw 8.2 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.

## **9. Procedures for alterations**

- 9.1 An owner must:
- (a) give the concierge two working days' prior notice of the scheduled arrival of tradespersons or delivery of materials in respect of an alteration. Tradespersons must be licensed, insured and in good standing with WorkSafe BC;

- (b) 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;
- (c) ensure that construction debris is removed through the parkade and not through the lobby areas;
- (d) not permit any construction debris or materials or packing in respect of an alteration to be deposited in the strata corporation's disposal containers;
- (e) ensure that no construction debris or materials in respect of an alteration are deposited or remain in the common property or limited common property;
- (f) 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. Construction activities are not permitted on Sundays, Statutory Holidays or between December 24<sup>th</sup> and January 2<sup>nd</sup> except:
  - (i) activities which do not generate noise which disturbs an occupant of another strata lot; or
  - (ii) with the prior written permission of the strata council; and
- (g) provide reasonable supervision for all significant alterations; the determination of significant shall be at the discretion of the strata council;

9.2 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.

9.3 Where an owner contravenes any of bylaws 9.1(a) through 9.1(g) (inclusive), such owner shall, in addition to any fines that may be levied under these bylaws, be responsible to indemnify the strata corporation for any clean up or repair costs.

9.4 Where a tenant, occupant or visitor is undertaking an alteration with an owner's permission, such owner having obtained any required approvals of the strata corporation in accordance with bylaws 7 and 8, such tenant, occupant or visitor must comply with bylaws 9.1 to 9.3 (inclusive).

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

10.1 A resident or visitor must allow any person(s) 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) to inspect an ongoing renovation in a strata lot at any time to ensure that the renovation is proceeding as agreed to in the signed Indemnity Agreement.

10.2 For the purposes of bylaw 10.1(b) a resident must grant entry to a person authorized by the strata corporation in one of the following ways:

- (a) by the resident personally granting immediate access;
- (b) by an authorized person designated by the resident granting immediate access where the 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 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 resident is present.

For the purposes of bylaw 10.2(c), and as a convenience to a resident, where a resident has delivered to the strata corporation a key and a properly executed Waiver and Release of Liability Re Strata Lot Key form, the strata corporation agrees to hold and use the key of that resident's strata lot on the date and time and for the purpose specified in the notice, and that 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.

10.3 If access to a strata lot is not provided in accordance with bylaw 10.1, the owner will be responsible for:

- (a) all costs of forced entry incurred by the strata corporation if the strata corporation, having made reasonable efforts is unable to contact the owner of the strata lot, requires access to the strata lot due to an emergency;
- (b) all costs incurred by the strata corporation in respect of contractors who must re-attend at the building to access the strata lot.

10.4 The notice referred to in bylaw 10.1(b) must include the date and approximate time of the entry and the purpose of the entry.

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

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

11.1 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 (including balcony ceiling light fixtures) and other things attached to the exterior of a building;
    - (d) doors, windows, skylights (including casings, sills and frames), and 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) doors, windows, skylights (including casings, sills and frames) on the exterior of a building or that front on common property.

## **STRATA COUNCIL**

### **12. Strata council size**

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

### **13. Strata council eligibility**

13.1 An owner or the spouse of an owner but not both may stand for strata council.

13.2 No person may stand for strata council or continue to be on strata council with respect to a strata lot if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.

#### **14. Strata council members' terms**

14.1 The term of office of a strata council member ends at the end of the annual general meeting at which the new strata council is elected.

14.2 A person whose term as strata council member is ending is eligible for re-election.

#### **15. Removing strata 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 strata council members. The strata corporation must pass a separate resolution for each strata 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 strata council member, the strata corporation may hold an election at the same annual or special general meeting to replace the strata council member for the remainder of the term or, if the strata corporation does not hold such an election to replace the strata council member so removed, the remaining members of the strata council may appoint a replacement strata council member for the remainder of the term.

15.3 If the strata corporation removes all of the strata council members, the strata corporation must hold an election at the same annual or special general meeting to replace the strata council members for the remainder of the term up to, at least, the minimum number of strata council members required by bylaw of the strata corporation for the remainder of the term.

#### **16. Replacing strata council member**

16.1 If a strata council member resigns, or is unwilling or unable to act, the remaining members of the strata council may appoint a replacement council member for the remainder of the term. If a strata council member misses three (3) consecutive meetings without valid reason that person is deemed to have resigned.

16.2 The strata council may appoint a strata council member under bylaw 18.1 even if the absence of the member being replaced leaves the council without a quorum.

16.3 If all the members of the strata 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 strata council held after each annual general meeting of the strata corporation, the strata council must elect, from among its members, a president, a vice president, a secretary, a treasurer, and a privacy officer.
- 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 strata council members may elect a replacement officer from among themselves for the remainder of the term.

## **18. Calling strata council meetings<sup>1</sup>**

- 18.1 Any strata council member may call a strata council meeting by giving the other strata council members at least one week's notice of the meeting, specifying the reason for calling the meeting.
- 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 strata council members consent in advance of the meeting; or
  - (b) the meeting is required to deal with an emergency situation, and all strata council members either:
    - (i) consent in advance of the meeting; or
    - (ii) are unavailable to provide consent after reasonable attempts to contact them.

## **19. Quorum of strata council**

- 19.1 A quorum of the strata council is:
- (a) 2, if the strata council consists of 3 or 4 members;

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<sup>1</sup> See Section 34.1 (Request for council hearing) of the Act

- (b) 3, if the strata council consists of 5 or 6 members; and
- (c) 4, if the strata council consists of 7 members.

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

## **20. Strata council meetings**

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

20.2 At the option of the strata council, strata council meetings and strata council business may be conducted by electronic means, so long as all strata council members and other participants can communicate with each other

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

20.4 Owners and spouses of owners may attend strata council meetings as observers, unless strata council, in its sole discretion, prohibits their attendance.

20.5 Despite bylaw 20.4, no observers may attend those portions of strata council meetings that deal with any of the following:

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

## **21. Voting at strata council meetings**

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

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

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

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

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

## **23. Delegation of strata council's powers and duties**

23.1 Subject to bylaws 23.2, 23.3, and 23.4, the strata council may delegate some or all of its powers and duties to one or more strata council members or persons who are not members of the strata council, and may revoke the delegation.

- 23.2 The strata council may delegate its spending powers or duties, but only by a resolution that:
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
  - (b) delegates the general authority to make expenditures in accordance with bylaw 23.3.
- 23.3 A delegation of a general authority to make expenditures must:
- (a) set a maximum amount that may be spent; and
  - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- 23.4 The strata council may not delegate its powers to determine, based on the facts of a particular case:
- (a) whether a person has contravened a bylaw or rule;
  - (b) whether a person should be fined, and the amount of the fine;
  - (c) whether a person should be denied access to a recreational facility.
- 23.5 Despite bylaw 23.4, the strata corporation's building manager or concierge staff may:
- (a) identify whether, in the concierge's opinion, a bylaw or rule infraction has occurred;
  - (b) notify the applicable resident or visitor of the concierge's opinion and, where the breach poses a safety or security risk, or risk of damage to property, provide directions to the applicable resident or visitor regarding the breach; and/or
  - (c) report the concierge's opinion to the strata corporation.

## **24. Spending approvals and restrictions**

- 24.1 No strata council member may spend the strata corporation's money to repair or replace common property or common assets without the majority consent of strata council unless the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- 24.2 Despite section 98(2) of the Act, the strata corporation may make expenditures out of the operating fund that were not put forward for approval in the operating budget or an annual general meeting, if the expenditure, together with all other unapproved expenditures, whether of the same type or not, is less than 2% of the total contribution to the operating fund for current fiscal year.
- 24.3 If the strata corporation makes an expenditure under any of bylaws 24.1 or 24.2, or section 98(3) of the Act, the strata corporation must inform owners as soon as feasible about any expenditure of more than \$5,000 on any single item.

24.4 Despite section 82(3) of the Act, 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.

## 25. Limitation of liability of strata council member

25.1 A strata council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the strata council.

25.2 Bylaw 25.1 does not affect a strata council member's liability, as an owner, for a judgment against the strata corporation.

25.3 All acts done in good faith by strata council members are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of the strata council, as valid as if the strata council member had been duly appointed or had duly continued in office.

25.4 In addition to bylaw 25.1, the strata corporation will reasonably indemnify and save harmless a strata council member, whether or not they continue to act in such capacity or hold the position of a strata council member, from and against any liability arising, and all costs, charges and expenses actually and reasonably sustained or incurred, from the exercise of their powers and performance of their duties as a strata council member and for expenses for errors and omissions made in the exercise of their powers and performance of their duties as a strata council member, but only to the extent that such liability and such costs, charges and expenses are not covered by operation of any strata insurance policy, provided that the strata corporation is given an accounting of all such costs, charges and expenses actually and reasonably sustained or incurred by a strata council member and prompt written notice of any action, suit or proceeding against a strata council member, and an opportunity to participate and to defend the same to the extent the strata corporation is permitted to do so by law. Excluded from this indemnity will be any claim, issue or matter where:

- (a) it is adjudged that a strata council member did not exercise the powers and perform the duties of the strata corporation acting honestly and in good faith with a view to the best interests of the strata corporation and exercise the care, diligence and skill of a reasonably prudent person in comparable circumstances; or
- (b) it is adjudged, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, that a strata council member had no reasonable ground for believing that the strata council member's conduct was lawful.

25.5 In this bylaw 25.4, "**adjudged**" means adjudged by a court, tribunal or by way of arbitration.

## ENFORCEMENT OF BYLAWS AND RULES

### 26. Fines and Costs

- 26.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant a maximum of up to:
- (a) \$200 for each contravention of a bylaw; and
  - (b) \$50 for each contravention of a rule.
- 26.2 Any costs, including, not exhaustively, legal costs on a full indemnity basis, incurred by the strata corporation in enforcing the bylaws or rules of the strata corporation will be the responsibility of and will be recoverable from the person who may be fined for the contravention of a bylaw or rule under section 130 of the Act.

### 27. Continuing contravention

- 27.1 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.

### 28. Amounts Owing

- 28.1 An owner is responsible for payment, without invoice, of any money (other than strata fees and special levies) owing to the strata corporation with respect to that owner's strata lot as provided for in the Act or these bylaws.
- 28.2 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 strata council pursuant to the Act or these bylaws, shall become due and payable on the first day of the month next following notification to the owner of the levying of such amount.

### 29. Exemption from Bylaws and Rules

- 29.1 The strata council may grant an exemption from the operation of a bylaw or rule in order to provide an accommodation in accordance with the BC ***Human Rights Code***.

## ANNUAL AND SPECIAL GENERAL MEETINGS

### 30. Quorum of meeting

- 30.1 If within ten (10) 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 30.1 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.

### **31. Person to chair meeting**

- 31.1 Annual and special general meetings may be chaired by the president of the strata council, or if the president is unwilling or unable to act, the meeting may be chaired by the vice president of the strata council.
- 31.2 If neither the president nor the vice president of the strata 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.

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

- 32.1 Only owners, spouses of 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.
- 32.2 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.
- 32.3 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.
- 32.4 A person who, as determined by the chair of the general meeting, exhibits offensive behaviour or otherwise disrupts a general meeting, must immediately leave the meeting when directed to do so by majority vote at the meeting.

### **33. Voting**

- 33.1 Except on matters requiring a unanimous vote or an 80% vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
- 33.2 At an annual or special general meeting, voting cards must be issued to eligible voters.
- 33.3 At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- 33.4 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- 33.5 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 33.6 If there is a tie vote at an annual or special general meeting, the president, or, if the president is absent or unable or unwilling to vote, the vice president, may break the tie by casting a second, deciding vote.
- 33.7 Despite anything in this bylaw 33, an election of strata council or removal of strata council member must be held by secret ballot, if the secret ballot is requested by an eligible voter and approved by a majority vote resolution.

### **34. Order of business**

34.1 The order of business at annual and special general meetings will include the following:

- (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.

34.2 The order of business detailed in bylaw 34.1 may be modified by a majority vote at a special general meeting.

### **35. Electronic general meetings**

35.1 The strata corporation may provide for attendance at an annual or special general meeting by telephone or any other electronic method provided the requirements of section 49 of the Act are complied with.

## SMALL CLAIMS COURT PROCEEDINGS

### 36. Authorization to proceed

- 36.1 The strata corporation may proceed under the *Small Claims Act*, without further authorization by the owners, to recover money owing from an owner or other person.

## MARKETING ACTIVITIES BY OWNERS

### 37. Sale of a strata lot

- 37.1 Real estate signs must not be displayed in a strata lot. Real estate sandwich boards may be displayed only at the entrances to Beach Tower, Ocean Tower, or Garden Tower.
- 37.2 At open houses, the agent or owner must meet prospective buyers at the lobby entrance, and escort them to and from the seller's strata lot.
- 37.3 An owner's agent must not access parts of the complex that do not relate to the marketing of the applicable owner's strata lot. Without limiting the foregoing, an owner's agent must not go door-to-door, or leave marketing materials on the common property or under the doors of strata lots.
- 37.4 Any breach of bylaws 37.1, 37.2 or 37.3 is subject to a fine of \$200.

## INSURANCE AND RESPONSIBILITY

### 38. Insurance and Responsibility

- 38.1 For the purposes of these bylaws, "strata insurance" refers to the insurance coverage obtained and maintained by the strata corporation pursuant to the Act and these bylaws.
- 38.2 A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance for which the owner is responsible.
- 38.3 A resident must not do or permit anything which will unreasonably increase the risk of fire or the rate of insurance on the building.
- 38.4 If an owner is responsible for any loss or damage to a strata lot, common property, limited common property or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy.
- 38.5 For clarity and without limiting the meaning of the word "**responsible**", an owner is deemed to be responsible, under bylaw 38.4, for any of the following:
- (a) 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; or

- (b) 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) or arises from anything left in or on common property by owner, and/or by any of the owner’s tenants, occupants, and visitors (including family members, employees, agents, contractors, guests or invitees); or
- (c) 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:
  - (i) dishwasher;
  - (ii) refrigerator with ice/water dispensing capabilities;
  - (iii) garburator;
  - (iv) washing machine;
  - (v) toilets, sinks, bathtubs, showers, and bidets;
  - (vi) dedicated plumbing related pipes and fixtures, that solely service a strata lot and do not form part of the common property;
  - (vii) fireplaces;
  - (viii) exhaust fans, humidifiers/dehumidifiers, portable indoor air conditioning units and heat pumps;
  - (ix) anything introduced into the strata lot by a resident or visitor;
  - (x) any alterations or additions to the strata lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
  - (xi) any pets residing in or visiting at the owner’s strata lot;
  - (xii) any person residing in or visiting at the owner’s strata lot; or
  - (xiii) barbecues or smokers.

38.6 For the purposes of these bylaws, an expense not covered by the strata insurance proceeds received by the strata corporation includes:

- (a) the costs of investigating the cause of any loss or damage, where the owner is responsible;
- (b) the costs of repairing the cause of any loss or damage, where the owner is responsible;
- (c) 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
- (d) any insurance deductible paid or payable by the strata corporation; and
- (e) 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 42.3(e) 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 40 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 40.4, 40.5 and/or 40.6.

## **STORAGE AND BICYCLES**

### **39. Storage and Bicycles**

- 39.1 A resident or visitor must not store any item in or on the common property, except as expressly permitted by these bylaws, the rules, or with the prior written approval of the strata council.
- 39.2 A resident must store bicycles and tricycles only in the following locations:
  - (a) bicycle storage areas, bicycle storage racks, lockers or townhouse garages;
  - (b) attached to the pillar located next to the resident's parking space, but only with the prior written approval of the strata council.
- 39.3 All scooters, bicycles or tricycles, regardless of where they are stored, must be registered with the building manager and must display a current strata ID tag obtained in accordance with the rules.
- 39.4 Where a scooter, bicycle or tricycle is untagged and/or stored in a common area in an unused condition for an extended period of time, the strata corporation may give the applicable resident, if known to the strata corporation, one month's notice, in writing, to remove the scooter, bicycle or tricycle. Otherwise, the strata corporation may leave written notice on the scooter, bicycle or tricycle itself that it be removed within a specified period

of time. In the event that the scooter, bicycle or tricycle is not removed within the applicable period of time, the strata corporation may dispose of the scooter, bicycle or tricycle, and any locking device used to secure the scooter, bicycle or tricycle, without further notice. The strata corporation shall not be liable to any resident or visitor for any scooter, bicycle or tricycle, and related locking device, disposed of in accordance within this bylaw.

39.5 A resident must not store a bicycle in the rack on P1 intended for short-term use by visitors.

39.6 A resident must store kayaks, canoes, paddleboards, surfboards or other non-motorized watercrafts only in:

(a) a storage locker or a townhouse garage; or

(b) such other location(s) designated in the rules (each a “**Designated Storage Location**”).

A resident who stores a kayak, canoe or surfboard in a Designated Storage Location must first register it with the strata management agent.

39.7 Where a kayak, canoe, paddle board, surfboard or other non-motorized watercraft is stored in a Designated Storage Location 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 kayak, canoe, paddleboard surfboard or other non-motorized watercraft.

39.8 Where a resident fails to remove an item as required by bylaw 43.6, the strata corporation may remove and dispose of such item without further notice to the resident. The strata corporation shall not be liable to any resident for any item disposed of in accordance within this bylaw.

39.9 A resident must not store any hazardous or flammable substances in storage lockers or townhouse garages.

39.10 Without limiting bylaw 41.1, a resident must not store anything outside lockers.

39.11 A resident must not bring bicycles or tricycles into elevators or hallways.

39.12 A resident must not store a bicycle or tricycle on a balcony, deck or patio.

39.13 A resident must ensure that bicycles, tricycles and scooters enter or leave the building only by means of an entrance to the parkade.

## **PARKING, PARKADE REMOTES, ACCESS FOBS, AND ELECTRIC VEHICLE CHARGING**

### **40. Parking**

40.1 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.

- 40.2 A resident must not store unlicensed or uninsured vehicles on the common property, limited common property or on land that is a common asset.
- 40.3 A resident storing a vehicle must:
- (a) provide, to the strata corporation, proof of storage insurance, including the commencement and expiry dates of the insurance; and
  - (b) display the verification tag provided by the strata corporation, with the expiry date visible, on the dashboard of the vehicle.
- 40.4 An owner must not sell, licence the use of or assign parking stalls to any person other than an owner. Any such change must be registered with the strata corporation. Despite the foregoing, an owner may lease a parking stall only to a resident of the building.
- 40.5 Except as otherwise expressly permitted by these bylaws or the rules, a resident must park only in the parking stall assigned to the resident or leased from an owner.
- 40.6 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.
- 40.7 Any resident's vehicle parked in violation of bylaw 40.6 may be subject to removal by a towing company authorized by strata council, and all costs associated with such removal will be charged to the owner of the applicable strata lot.
- 40.8 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.
- 40.9 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hour.
- 40.10 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.
- 40.11 A resident must not park or store any vehicle that drips oil, gasoline or other fluids. A resident must not place cardboard under a vehicle that drips oil, gasoline or other fluids. Despite the foregoing, if a vehicle drips oil, gasoline or other fluids, a resident must immediately place a commercial mat designed to protect the parkade floor from oil, gasoline or other fluids in the intervening period and as reasonably determined by the strata council while the resident attends to the repair of the vehicle.
- 40.12 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.
- 40.13 The strata council may designate common property or limited common property for the exclusive use for visitor or paid parking.

- 40.14 A resident must not use any area of the common property or limited common property designed for parking for storage of personal items.
- 40.15 A resident must ensure that only one vehicle traverses the P1/P2 vehicle gates during each gate opening.
- 40.16 A resident must not park in a designated "Residents Only" parking space for more than the maximum posted length of time.
- 40.17 A resident must not park in a parking stall designated as a handicap stall unless the car has a valid handicap mirror tag displayed.
- 40.18 A resident must not park in a designated "Reserved" stall to which they are not entitled. Such entitlement shall be the decision of the strata council, confirmed annually, and is indicated by posted signage.
- 40.19 The vehicle of a resident who parks in a parking space in contravention of these bylaws 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.
- 40.20 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.
- 40.21 No studs or chains may be used on vehicles anywhere on or within Strata Plan LMS 712, including, for certainty, in the parkade.

#### **41. Visitor Parking**

- 41.1 A resident may not park in a designated visitor parking space. The vehicle of a resident who parks in a visitor parking space is 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**

- 41.2 P1 visitor parking is reserved for the exclusive and short-term use of guests of residents as well as trades vehicles. There is no overnight parking allowed by residents or visitors.
- 41.3 A visitor (including for certainty a contractor) 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.
- 41.4 Vehicles parked on P1 must not extend into the driveway beyond the ends of the painted lines.

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

- 41.5 P2, P3 and P4 visitor parking is reserved for the exclusive use of guests of residents who wish to park overnight.
- 41.6 A visitor who wishes to park overnight on P2, P3, or P4 must first obtain a visitor parking pass from the concierge and prominently display it on the dashboard of their vehicle at all times when parked.

## **42. Parkade Remotes**

- 42.1 An owner is entitled to purchase two parkade remotes per assigned parking stall.
- (a) At the discretion of the strata council, additional remotes may be purchased from the strata corporation, with the fee for same as set out in the rules.
  - (b) An owner is responsible for the usage of all remotes registered to their strata lot, including those issued to a tenant or a non-resident such as a guest or service provider.
  - (c) An owner must not permit a remote issued to the owner's strata lot to be used for purposes other than accessing the building to access the owner's strata lot. Without limiting the generality of the foregoing, a remote must not be used for soliciting purposes.
- 42.2 An owner must not lend or give a parkade remote to anyone except a resident, tenant, or occupant of the owner's strata lot, or a person authorized by the owner or tenant to enter the owner or tenant's strata lot.
- 42.3 An owner must register each parkade remote with the building manager, indicating the name of the person to whom each remote is assigned, and is responsible for keeping this information up to date.
- 42.4 In the event of loss of a parkade remote:
- (a) a resident must immediately notify the building manager, or the concierge on duty if the building manager is not available; and
  - (b) upon written application by the owner of the applicable strata lot, the strata council may issue a replacement parkade remote for which the strata corporation may charge a fee as set out in the rules.
- 42.5 The strata reserves the right to deactivate one or more parkade remotes in the event of loss of a remote, when a resident moves out, or when strata council determines that a parkade remote has been improperly used.

## **43. Access Fobs**

- 43.1 An owner may apply to purchase two access fobs per strata lot for a fee as set out in the rules.
- (a) Additional fobs may be purchased at the discretion of the strata council.

- (b) An owner is responsible for the usage of all fobs registered to their strata lot, including those issued to a tenant or a non-resident such as a guest or service provider.
  - (c) An owner must not permit a fob issued to the owner's strata lot to be used for purposes other than accessing the building to access the owner's strata lot. Without limiting the generality of the foregoing, a fob must not be used for soliciting purposes.
- 43.2 An owner must not lend or give a fob to anyone except a resident, tenant, or occupant of the owner's strata lot, or a person authorized by the owner or tenant to enter the owner or tenant's strata lot.
- 43.3 An owner must register each fob with the strata, indicating the name of the person to whom each remote is assigned, and is responsible for keeping this information up to date.
- 43.4 In the event of loss of an access fob:
- (a) a resident must immediately notify the building manager, or the concierge on duty if the building manager is not available; and
  - (b) upon written application by the owner of the applicable strata lot, the strata council may issue a replacement access fob for which the strata corporation may charge a fee as set out in the rules.
- 43.5 The strata corporation reserves the right to deactivate one or more access fobs in the event of loss of a fob, when a resident moves out, or when the strata council determines that an access fob has been lost, stolen or is being used by someone who is not authorized to use the fob in accordance with these bylaws.

## MOVING

### 44. Moving procedures

- 44.1 For the purposes of this bylaw 44, a "**move**" means a transfer of residence involving a strata lot that requires a lobby entrance door or elevator 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. A move for which the resident has not provided proper notice shall be deemed an "**unscheduled move**".
- 44.2 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.
- 44.3 In the event of unusual circumstances, a resident may apply in writing to the strata council for an exemption from bylaw 46.2.
- 44.4 At least 7 days prior to a move, a resident must pay the strata corporation the following amounts:
- (a) a move-in fee as set out in the rules to cover the costs of additional work by concierge and cleaning staff, as well as wear and tear on the building unless the

move requires no passage through lobbies or elevators. There is no move-out fee; and

- (b) the cost for a security guard for a minimum of four hours if the move requires a lobby door to be open for more than ½ hour. The moving resident must personally open and close the lobby door if the move requires less than ½ hour. For certainty, the lobby door must not at any time be left open unattended during the course of a move.
- 44.5 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.
- 44.6 In the event of unusual circumstances, a resident may apply to the strata council for an exemption from bylaw 44.5.
- 44.7 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 for an unreasonable amount of time, as determined by the strata council in its discretion.
- 44.8 A resident must ensure that all common areas are left undamaged and clean.
- 44.9 A resident must install protective floor coverings at the request of a concierge or security guard at any time during a move.
- 44.10 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 of the applicable strata lot.

## **CLEANLINESS AND GARBAGE**

### **45. Cleanliness and Garbage**

- 45.1 A resident must not allow a strata lot to become unsanitary, untidy or a source of odour.
- 45.2 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 by a resident or visitor. Any expenses incurred by the strata corporation to remove such refuse will be charged to the owner of the applicable strata lot.
- 45.3 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 and compostable materials are deposited in designated bins only, and material other than recyclable or ordinary household refuse and garbage is removed appropriately.
- 45.4 A resident, when depositing materials in rubbish, recycling or organic materials bins, must ensure that all materials are prepared and packaged according to posted instructions. For clarity, paper and cardboard boxes must be flattened and placed in the designated recycling bin, and no plastic of any kind should be deposited in the cardboard, paper, or organic waste receptacles.

- 45.5 A resident must not use the garbage chute for disposal of diapers or cat litter. These must be carried down and put directly into the garbage container located in the organic waste recycling room.
- 45.6 No furniture, carpet, wood, plaster board, mattresses, paint products, or other hazardous materials may be deposited in the strata corporation dumpsters. Disposal of these items is the responsibility of the applicable resident.
- 45.7 A resident must remove at their own expense any materials other than ordinary household refuse, compostable waste, and recycling provided by the strata corporation

## **VISITORS AND CHILDREN**

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

- 46.1 A resident is responsible for the conduct of their 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.
- 46.2 A resident 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 strata council, will not disturb the quiet enjoyment of others.
- 46.3 A resident is responsible for assuming liability for and properly supervising activities of any children residing in or visiting their strata lot while playing, including, but not exhaustively, swimming and playing on balconies or decks and on common property.

## **OTHER**

### **47. No smoking**

- 47.1 For the purposes of this bylaw 49, the following definitions apply:
- (c) **“smoke”** or **“smoking”** includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco, other weed substances (including, for clarity, cannabis), or crystal meth;
  - (d) **“vape”** or **“vaping”** includes inhaling, exhaling, vapourizing or carrying or using an activated e-cigarette.
- 47.2 A resident or visitor must not smoke or vape anywhere on or within Strata Plan LMS 712, including, for certainty, in a strata lot or a balcony, patio or deck that is designated as limited common property.

### **48. Miscellaneous**

- 48.1 A resident or visitor must not use any barbeque, hibachi, smoker, 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.
- 48.2 A resident may use an approved outdoor cooking device only on a designated deck or designated patio. For the purposes of this bylaw 48.2:

- (a) an “**approved outdoor cooking device**” means a barbeque, or hibachi, powered by propane or electricity. Natural gas, charcoal, wood burning or open flame devices are not permitted on any deck or patio;
  - (b) “**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; and
  - (c) “**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.
- 48.3 A resident must not use a natural gas, charcoal, or wood burning outdoor heating or open flame device on the limited common property or the common property. Despite the foregoing, the following types of outdoor heating devices is permitted:
- (a) A device powered by electricity;
- For certainty, a propane powered firepit or heater is not permitted.
- 48.4 Propane tanks are prohibited from being stored indoors, in the parkade, in townhouse garages, in lockers, and below grade, as per the BC Fire Code.
- 48.5 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 include the keeping of personal items and garbage.
- 48.6 A resident or visitor must not:
- (a) 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;
  - (b) ride a bicycle, scooter, or tricycle on common property or limited common property except for ingress or egress to a bicycle storage area by way of an exterior entrance to the parkade;
  - (c) bring a bicycle or tricycle in an elevator lobby except to gain access to a storage locker on P2, P3, or P4.
- 48.7 Without limiting bylaw 4.1, 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.
- 48.8 An owner may apply to the strata corporation pursuant to bylaw 7 for permission to install an outlet for a trickle charger in their parking stall in accordance with the strata corporation’s trickle charger bylaws and rules as amended from time to time. Any such installation must be performed by a certified electrician at the owner’s expense. Any such outlet may not be used for any purpose other than in accordance with bylaw 48.9.
- 48.9 A resident or visitor must not use common property electrical outlets, with the exception of the following:

- (a) parking area outlets used while vacuuming a vehicle,
- (b) using an outlet installed by an owner pursuant to bylaw 7 and 48.8 to trickle charge to prevent a non-electric vehicle's battery from dying when the vehicle is not used for extended periods, or
- (c) using an outlet installed by an owner pursuant to bylaw 7 and 48.8 to trickle charge to protect an electric or hybrid vehicle battery from fully discharging when the resident is away for an extended period of time, provided that the resident has received written approval from the strata council, indicated the time period for the use, and the electric vehicle is fully charged to at least 80% prior to using a charger.
- (d) the shared electrical outlets in the basement bicycle storage rooms while charging an E-Mobility Device, in accordance with bylaw 50A.

For certainty and despite the foregoing, parkade electrical outlets must not be used to charge an electric vehicle.

- 48.10 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 or permitted by bylaw 48.11.
- 48.11 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.
- 48.12 A resident must ensure that all entrance doors to strata lots are kept closed and kitchen extract fans are used when cooking.
- 48.13 A resident must ensure that bathroom exhaust fans in a strata lot are used during and after bathing and showering.
- 48.14 A resident must ensure that non-water-soluble materials such as coffee grounds, cat litter, fats, hair, sanitary supplies, paper towels, and wipes of any kind are not disposed of in drains or toilets.
- 48.15 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.
- 48.16 A resident must ensure that drapes, blinds, louvers, or window screens visible from the outside of the building are cream or white in colour.
- 48.17 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.
- 48.18 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, deck, front door steps or stoop that has been designated for the exclusive use of a strata lot:

- (a) free standing, self-contained planter boxes or containers;
- (b) summer furniture and accessories; including, not exhaustively, a patio table, patio chairs, patio couch, patio chaise lounge chair(s), deck box and storage bench no more than 20 cm in height. For clarity, summer furniture and accessories does not include a pergola, gazebo, hot tub, arbor, shed, or canopy.;
- (c) such other items as, in the opinion of the council, are in keeping with the balance of the complex in terms of design, quality, proportion and colour;
- (d) floating (unattached) decking with the prior written permission of the strata council.

For certainty, 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 48.2

- 48.19 A resident must not install a hot tub on common property, including limited common property or land that is a common asset.
- 48.20 If a resident contravenes a provision of bylaw 50.10, 48.17 or 48.18, and without otherwise limiting the strata corporation's enforcement options, the 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 council may direct that the item be removed and the owner of the applicable strata lot shall be responsible for all the expenses incurred by the strata corporation for such removal and clean-up.
- 48.21 A resident who installs exterior 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. Any other seasonal decorations must be removed in a timely manner, as determined by the strata council.
- 48.22 A resident must ensure that water, soil or plant debris does not escape from a balcony while cleaning the balcony or watering plants.
- 48.23 A resident must not remove window stops from windows originally installed in conformity with the City of Vancouver Building By-law 3.3.1.13.(6).
- 48.24 A resident must not block light from entering common windows or glass block walls.
- 48.25 A resident must not permit a condition to exist which will result in excessive consumption of domestic hot or cold water.
- 48.26 A resident may use a portable air conditioner subject to the following:
- (a) The portable air conditioner must not draw on the common water or natural gas systems in a strata lot.

- (b) 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.
  - (c) The building envelope (including the window glass) may not be penetrated to accommodate the exhaust hose.
  - (d) The resident must ensure that any water produced by a portable air conditioner is not allowed to collect on a balcony and/or run down the side of the building.
- 48.27 An owner may apply to the strata corporation pursuant bylaw 7 for permission 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 installation must also meet the requirements of the City of Vancouver.
- 48.28 Except as otherwise expressly permitted by these bylaws, a resident must not install or permit to be installed on a strata lot or the common property, including limited common property, any natural gas appliances, including without limitation, ovens, stoves, cooktops, clothes dryers, barbeques, outdoor heaters or fire pits.
- 48.29 A resident must not keep a natural, cut Christmas tree in a strata lot.
- 48.30 A resident may not install any patio gate screening devices except those approved by the strata council in accordance with bylaw 7.
- 48.31 Patio umbrellas must be collapsed and secured with a strap or cord when residents are not present in their strata lot and/or during windy conditions.
- 48.32 A resident or visitor must not threaten or abuse (including verbal abuse) an employee of the strata corporation.

#### **49. Residential rentals**

- 49.1 Prior to possession of all or part of a 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.
- 49.2 Within two weeks of renting all or part of 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.
- 49.3 If the strata corporation, in accordance with section 138 of the Act, takes steps in the Residential Tenancy Branch, the Civil Resolution Tribunal and/or the courts to terminate tenancy agreement due to a repeated or continuing contravention of a reasonable and significant bylaw or rule by a tenant of a strata lot that seriously interferes with another person's use and enjoyment of another strata lot, the common property or the common assets, the landlord of the applicable strata lot must reimburse the strata corporation for its legal costs, on a full indemnity basis, in connection with any such steps.

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

- 50.1 For the purposes of this bylaw 50, “short-term” refers to a period of less than 3 months.
- 50.2 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 50.2 is subject to a fine of up to \$1,000 per day. Despite the foregoing, house exchange, house sitting and/or pet sitters are permitted provided they are caring for the owner’s strata lot while the resident is away for a period of time without receiving remuneration of any kind.

## **50A. E-Mobility Devices and Battery Charging**

- 50A.1 For the purposes of this bylaw 50A, an “**E-Mobility Device**” means a transportation or recreational device, including but not limited to an electric bicycle, electric pedal assisted bicycle, motorized or electric scooter, skateboard, hoverboard, tricycle or unicycle, that includes and is powered in whole or in part by a lithium-ion battery, including associated wires and charging equipment.
- 50A.2 A resident or visitor of a residential or non-residential strata lot must not charge an E-Mobility Device anywhere within Strata Plan LMS 712 except in bicycle storage areas using the shared electrical outlets.
- 50A.3 A resident or visitor who charges an E-Mobility Device in accordance with bylaw 50A.2 must promptly disconnect such E-Mobility Device from the electrical outlet once it is fully charged.
- 50A.4 Any such device plugged into an outlet must be labeled with the associated suite or townhouse number.

## **BYLAWS APPLICABLE TO COMMERCIAL STRATA LOTS**

### **51. Commercial strata lots**

- 51.1 Hours of operation of a commercial strata lot business shall be between 7:00 a.m. and 11:00 p.m. daily.
- 51.2 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.
- 51.3 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.

- 51.4 The strata corporation will provide hanging devices for approved commercial signage for all commercial strata lots.
- 51.5 Commercial strata lot owners may install and affix to such hanging devices, at their expense, commercial signage which has been approved by the council.
- 51.6 A commercial strata lot must not be used in ways that create a nuisance such as excessive odours or noise which would interfere with the quiet enjoyment of other residents. This includes any of the following purposes or businesses, not exhaustively:
- (a) a video arcade;
  - (b) a restaurant;
  - (c) a dry cleaning business which operates dry cleaning equipment on the premises;
  - (d) a liquor, cannabis, tobacco, or vaping supply store.
- 51.7 Where an owner or tenant contravenes bylaw 51.3 or 51.5, the strata corporation may, in addition to any fines that may be levied under these bylaws, remove such unauthorized signage or advertising materials.
- 51.8 An owner or tenant of a commercial strata lot must apply to the council for permission in writing to change the type of business being operated in the applicable strata lot to ensure that proposed new type of business does not breach bylaw 51.6. If the strata council is of the opinion that the proposed new type of business will breach bylaw 51.6, the strata council will refuse permission for the change; otherwise, the strata council will grant permission.

## **SECURITY MEASURES**

### **52. Security measures**

- 52.1 Closed circuit television and video surveillance are installed in the following common areas of the building: main lobbies, elevator lobbies, elevators, mailroom entrances, locker room entrances, exterior entry doors, and parkade gates of Beach, Ocean and Garden Towers. The system operates 24 hours a day and the strata corporation collects data from the closed circuit television and video surveillance.
- 52.2 The strata corporation collects data with respect to the usage of each parkade remote and access fob programmed for use at Strata Plan LMS 712.
- 52.3 The video files and/or parkade 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 residents.
- 52.4 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.
- 52.5 The parkade 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.
- 52.6 The personal information of owners, tenants or occupants will only be reviewed or disclosed as follows:
- (a) to law enforcement in accordance with bylaw 52.3;
  - (b) to concierges and security staff, building manager, council members in accordance with bylaw 52.3; 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.
- 52.7 A resident or visitor must not do anything to damage or interfere with any closed circuit television, video surveillance or access fob equipment.
- 52.8 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.
- 52.9 A resident or visitor must not install or use, or permit to be installed or used, any surveillance measures (such as video surveillance) on or in respect of common property where such measures will or may capture any personal information about another resident or a visitor without the express consent of such other resident or visitor.
- 52.10 A resident must not allow a person into the building (whether by enterphone or otherwise):
- (a) who was not invited to the building by the resident; or
  - (b) for the purposes of soliciting within the building, except in accordance with federal or provincial election laws.

## **RECREATIONAL FACILITIES**

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

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

- 53.2 The strata corporation is not responsible for injury, loss or damage to a resident, or their guests occasioned by the use of the exercise room or the pool
- 53.3 A resident must accompany a visitor while they use the exercise room or pool.
- 53.4 A resident 19 years of age or older must accompany children under 16 years of age while they use the exercise room or the pool.
- 53.5 Children under seven years of age and non-swimmers under the age of 16 using the pool must be within arm's reach of a responsible person at least 16 years of age at all times.
- 53.6 No person 19 years or older may supervise more than three children under seven years of age at any time.
- 53.7 A resident or visitor using the exercise room must wear workout clothing and footwear. Street clothes and footwear are not permitted.
- 53.8 A resident or visitor must not use any piece of equipment for more than 20 minutes if another person is waiting.
- 53.9 A resident or visitor who uses equipment in the gym must clean and disinfect the equipment after use, using the wipes or spray provided.
- 53.10 A resident or visitor must not play audio equipment in the gym unless it is via headphones or earbuds.
- 53.11 A resident or visitor is not permitted to bring electrical equipment or a radio into the pool area.
- 53.12 A resident or visitor is not permitted to use lifesaving equipment as a toy.
- 53.13 Jumping, running and rowdiness are not permitted in the pool area.
- 53.14 A resident or visitor must shower before using the pool and towel dry before leaving the pool area.
- 53.15 A resident or visitor must wear proper bathing attire while using the pool. Cut-offs are not permitted.
- 53.16 Swimmers who are ill, or who have open wounds, sores or injuries requiring bandages are not permitted to use the pool.
- 53.17 A resident or visitor is not permitted to bring a pet into the gym or the pool area.
- 53.18 A resident or visitor must obey all posted rules when using the gym or pool.
- 54. Council Decisions by Electronic Mail**
- 54.1 At the option of the council, the council may make decisions by electronic mail, provided that:

- (a) except in cases where section 32 of the Act applies, all council members are included in the electronic mail exchange discussing the decision;
- (b) except in emergency situations where immediate action is necessary to ensure safety or prevent significant loss or damage, or in cases where all responses are received in a shorter period, council members must have not less than 48 hours to respond to the request for a decision; and
- (c) any decision is approved by a majority of council members.

54.2 If the strata council makes a decision in accordance with subsection (1),

- (a) any decision made by electronic mail must be recorded in the minutes for the next council meeting; and
- (b) the strata corporation must keep a record of the electronic mail exchanged amongst the council members with respect to the decision, and such electronic records will be considered a record of the strata corporation for the purposes of section 35 and 36 of the Act.

54.3 Despite subsection (2), if the council makes a decision by electronic mail in accordance with subsection (1), the council is entitled to immediately act upon the decision made and does not need to wait for the decision to be recorded in the minutes for the next council meeting.