

**BYLAWS
STRATA PLAN EPS 254
“THE HUDSON”**

Supplied to StrataDocs 2022/10/04
Ordered by Ron Neal 2022/10/09

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Table of Contents

Preamble	4
Duties of Owners, Tenants, Occupants and Visitors	4
1. Compliance with bylaws and rules	4
2. Compliance with agreements	4
3. Payment of strata fees and special levies	4
4. Repair and maintenance of property by owner	5
5. Separate Types	5
6. Use of Property	5
7. Pets and animals	7
8. Inform Strata Corporation	9
9. Obtain approval before altering a Strata Lot	9
10. Obtain approval before altering Common Property	9
11. Renovations/alterations	11
12. Permit entry to Strata Lot	12
Powers and Duties of Strata Corporation	12
13. Repair and maintenance of property by Strata Corporation	12
Council	13
14. Council size	13
15. Council eligibility	13
16. Council Members' terms	13
17. Removing Council Member	13
18. Replacing Council Member	14
19. Officers	14
20. Calling Council Meetings	14
21. Requisition of Council hearing	15
22. Quorum of Council	15
23. Council Meetings	15
24. Voting at Council Meetings	16
25. Council to inform owners of minutes	16
26. Delegation of Council's powers and duties	16
27. Spending Restrictions	16
28. Limitation on liability of Council Member	16
Enforcement of Bylaws and Rules	17
29. Fines	17
30. Continuing contravention	18
31. Quorum of meeting	18
32. Person to chair meeting	18
33. Participation by other than eligible voters	18
34. Voting	18

35. Electronic attendance at meetings..... 19

36. Order of business 19

Voluntary Dispute Resolution 19

37. Voluntary dispute resolution..... 19

Small Claims Court Proceedings 20

38. Authorization to proceed 20

Marketing Activities by Owners and Occupants..... 20

39. Sale of a Strata Lot 20

Insurance 20

40. Insuring against major perils 20

41. Insurance 20

Storage 21

42. Storage lockers and bicycle storage 21

Parking..... 21

43. Parking..... 21

Moving 22

44. Moving in/out procedures..... 22

Appearance of Strata Lots 24

45. Cleanliness..... 24

Rentals..... 24

46. Residential rentals 24

47. Guest Suite 24

Visitors and Children..... 25

48. Children and Supervision 25

Miscellaneous 25

49. Miscellaneous 25

50. Smoking..... 26

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BYLAWS OF STRATA PLAN EPS 254 THE HUDSON

Preamble

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

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

Duties of Owners, Tenants, Occupants 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.

2. Compliance with agreements

2.1 An owner or occupant must comply with the terms and conditions contained within any agreement which binds the Strata Corporation and/or the Strata Lot, including any agreement registered in the applicable land title office against the title to the Strata Lot and/or the Common Property.

3. Payment of strata fees and special levies

3.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

3.2 Where an owner fails to pay strata fees in accordance with bylaw 3.1, outstanding strata fees may be subject to an interest charge of up to 10% per annum, compounded annually, which interest will be charged at the discretion of the Strata Council. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$50.00 for each contravention of bylaw.

3.3 An owner must provide the Strata Corporation or its agent with written authorization for monthly automatic debit from the owner's bank account for strata fees for the fiscal year of the Strata Corporation.

3.4 Failure by an owner to provide written authorization for automatic debit in accordance with bylaw 3.3 is a contravention of bylaw 3.3 and the Strata Corporation will levy a fine of \$25.00 for each contravention. Each dishonoured automatic debit will be subject to a fine of \$25.00 and an administration charge of \$25.00.

- 3.5 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy.
- 3.6 Failure to pay a special levy on the due date will result in a fine of \$200.00 for each contravention of bylaw 3.5
- 3.7 Where an owner fails to pay a special levy in accordance with bylaw 3.5, outstanding special levies will be subject to an interest charge of 10% per annum, compounded annually.

4. Repair and maintenance of property by owner

- 4.1 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.
- 4.2 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.

5. Separate Types

- 5.1 Strata Lots located on Levels 5 and 6 of the building, namely Strata Lots 135 through 152, inclusive, will be one type of Strata Lot and are referred to in these bylaws collectively as the "Penthouse Strata Lots".
- 5.2 A contribution to the operating fund which relates to and benefits only the Penthouse Strata Lots is shared only by the owners of the Penthouse Strata Lots. Each Penthouse Strata Lots' share of that operating fund contribution must be calculated as follows:

$$\frac{\text{unit entitlement of a Penthouse Strata Lot}}{\text{total unit entitlement of all Penthouse Strata Lots}} \times \text{Contribution to operating fund}$$

6. Use of Property

- 6.1 A resident or visitor must not, without the express written consent of the Strata Corporation, enter any portion of the open air light well (the "Light Well") within the centre of the building, including without limitation the garden area and the reflection pool contained within the base level of the Light well, nor touch or disturb any of the landscaping within the Light Well.
- 6.2 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, including unreasonable noise caused by or related to the existence of hard surface flooring in the strata lot,
 - (c) causes unreasonable impact on hard surface flooring in the strata lot,
 - (d) unreasonably interferes with the rights of other persons to use and enjoy the Common Property, common assets or another Strata Lot,
 - (e) is illegal, or
 - (f) is contrary to a purpose for which the Strata Lot or Common Property is intended as shown expressly or by necessary implication on or by the strata plan.
- 6.3 A resident or visitor must not:
- (a) erect or permit any antennae, satellite dishes, or other reception devices upon or adjoining the strata lot without first obtaining the express written consent of the Strata Council;

- (b) store or operate a barbecue, grill, or other cooking device on the balcony or deck of a strata lot or Limited Common Property except for a gas or propane barbecue located no closer than 30 cm. from the exterior wall of the building;
 - (c) dispose of cigarettes, cigarette butts or other garbage or refuse from the balcony or deck of a Strata Lot or Limited Common Property;
 - (d) conduct a business from a Strata Lot, except a home-based business as may be permitted by the bylaws of the City of Victoria;
 - (e) obtain any business license from the City of Victoria, that would change the residential use of the strata lot.
- 6.4 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.
- 6.5 An owner is responsible for any damage caused by occupants, tenants or visitors to the owner's Strata Lot.
- 6.6 An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the Common Property, Limited Common Property, common assets or to any Strata Lot by the owner's act, omission, negligence or carelessness or by that of an owner's visitors, occupants, guest, employees, agents, tenants or a member of the owner's family, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, and for the purposes of bylaws 6.1, 6.3 and 6.5, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the owner.
- 6.7 A resident must not use, or permit to be used, the Strata Lot except as a private dwelling home and, unless granted prior written approval by the Council, a resident must not allow more than three persons to occupy a Strata Lot originally designated by the owner/developer as a one bedroom + more unit and not allow more than four persons to occupy a strata lot originally designated by the owner developer as a two bedroom unit. For the purposes of this bylaw 6.7, a "person" is defined to include children, but exclude visitors staying for less than 30 days with an owner, occupant or tenant of a Strata Lot.
- 6.8 An owner or occupant who alleges hardship as a result of the passage of bylaw 6.7 may appeal to the Council for permission to be exempt from bylaw 6.7 on the basis of hardship and the Council must not unreasonably refuse the appeal.
- 6.9 A quiet period shall be in force in the entire building from 9:00pm until 7:00am every day, at which time owners, visitors and everyone else on the premises are expected to take special care and attention to not make noise while in their Strata Units, or in the Common Areas.
- 6.10 The roof top deck will be available for use by residents from 7:00am to 10:00pm, every day.
- 6.11 A resident may not have more than six (6) visitors on the roof top deck, at any one time.
- 6.12 A resident or visitor may not have a pet, of any kind, on the roof top deck, at any time.

- 6.13 An Owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets as a short-term rental or for hotel, or hotel-like accommodations.
- 6.14 For the purposes of bylaw 6.13, "Hotel" means any use providing accommodation or related services and includes motels, hostels, short-term rentals, bed and breakfast style accommodation, boarding house, or single room occupancy.
- 6.15 For the purposes of bylaw 6.13, "short-term" is defined as a period of less than thirty (30) days, but does not include the accommodation of visitors without receipt of remuneration.
- 6.16 A resident must not advertise or promote or permit an agent or building manager to advertise or promote or permit a strata lot to be used for uses described in bylaw 6.13.
- 6.17 Where an owner, occupant or tenant contravenes bylaw 6.13 the owner will be subject to a fine of up to \$1,000.00 or such higher amount as then permitted under the Strata Property Regulation for each night the strata lot is used as a short-term rental or for hotel, or hotel-like accommodations.
- 6.18 Where an owner, occupant or tenant contravenes bylaw 6.16, the owner will be subject to a fine of up to \$200.00 or such higher amount as then permitted under the Strata Property Regulation for each time the strata lot is advertised or marketed as being available for use as a short-term rental or for hotel, or hotel-like accommodations.
- 7. Pets and animals**
- 7.1 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.
- 7.2 A resident or visitor must ensure that all animals are leashed or otherwise secured when on the Common Property or on land that is a common asset.
- 7.3 A resident must not keep a pet on a Strata Lot other than one or more of the following:
- (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to two caged birds;
 - (d) (i) one dog; or (ii) two cats; or (iii) one dog and one cat. Dogs may not exceed 60 cm. in height when fully grown.
- 7.4 A resident must not harbour exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- 7.5 A resident must apply to the Council for written permission to keep a pet (a "Permitted Pet") by registering the pet with the Council within 30 days of the pet residing in a Strata Lot (or the passage of this bylaw) and by providing, in writing, the name of the Permitted Pet, breed, colour and markings, together with the name, strata lot number and telephone number of the pet's owner.
- 7.6 A resident or visitor must not permit a loose or unleashed Permitted Pet (leashes cannot exceed six (6) feet in length) at any time on the Common Property or land that is a common asset shall be delivered to the municipal pound at the cost of the Strata Lot owner.

- 7.7 A resident must not keep a Permitted Pet which is a nuisance in a Strata Lot, on Common Property or on land that is a common asset. If a resident has a pet which is not a Permitted Pet or if, in the opinion of Council, the Permitted Pet is a nuisance or has caused or is causing an unreasonable interference with the use and enjoyment by residents or visitors of a Strata Lot, Common Property or common assets, the Council may order such pet to be removed permanently from the Strata Lot, the Common Property or common asset or all of them.
- 7.8 If a resident contravenes bylaw 7.7, the owner of the Strata Lot will be subject to a fine of \$200.00. For clarity, bylaw 30.1 will apply to a contravention of bylaw 7.7.
- 7.9 Notwithstanding bylaw 7.8, a resident whose pet contravenes bylaw 7.7 will be subject to an immediate 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.
- 7.10 A pet owner must ensure that a Permitted Pet is kept quiet, controlled and clean. Any excrement on Common Property or on land that is a common asset must be immediately disposed of by the pet owner.
- 7.11 A pet owner must keep a Permitted Pet only in a Strata Lot, except for ingress and egress, and the residents or visitor must carry the Permitted Pet when the Permitted Pet is in the interior of the building, including the elevator, if any.
- 7.12 A Strata Lot owner must assume all liability for all actions by a Permitted Pet, regardless of whether the owner had knowledge, notice or forewarning of the likelihood of such action.
- 7.13 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 feeds of any kind are permitted to be kept on balconies, Strata Lots, Common Property or land that is a common asset.
- 7.14 A resident who contravenes any of bylaws 7.1 to 7.7 (inclusive) and to a contravention of any of bylaws (7.10 to 7.13 (inclusive) and to a contravention of any of bylaws 7.10 to 7.13 (inclusive).
- 7.15 All pets must be spayed or neutered. A pet owner may be required to provide documentation to support their claim that the pet is either spayed or neutered.
- 7.16 All pets that are required to have a license from the City of Victoria must provide proof that the pet has been licensed for the current year, from the City of Victoria.
- 7.17 Once a pet application has been approved by the strata, the strata will issue the pet owner a "Hudson EPS 254" pet registration tag. The registered pet must visibly wear and display the "Hudson EPS254" pet registration tag at all times while on, or passing through, common property.
- 7.18 An owner of a registered pet must return the "Hudson EPS254" pet registration tag when the pet is no longer residing with the owner.
- 7.19 An owner that does not promptly return the "Hudson EPS254" pet registration tag they were issued, is subject to a fine under these bylaws of \$200.00

- 7.20 The height of a dog will be measured at the "withers" (The "withers" is the ridge between the shoulder blades of a four-legged mammal. In many species it is the tallest point of the body, and in dogs it is the standard place to measure the animal's height).
- 7.21 Any pet that has not been approved by the Strata must be removed immediately from the building, once the pet owner has been notified that the pet has not been approved.
- 7.22 No pet may be kept in the building that is considered a dangerous breed as specified by the Province of British Columbia, the City of Victoria, the CRD, the SPCA, or in the opinion of the Strata.

8. Inform Strata Corporation

- 8.1 An owner must notify the Strata Corporation of:
- (a) within two weeks of becoming an owner, the owner's name and any occupants' names, Strata Lot number and mailing address outside the strata plan, if any; and
 - (b) any mortgage or other dealing in connection with the Strata Lot within two weeks of such mortgaging or other dealing.
- 8.2 On request by the Strata Corporation, a tenant must inform the Strata Corporation of the tenant's name and the Strata Lot which the tenant occupies.

9. Obtain approval before altering a Strata Lot

- 9.1 An owner must obtain the written approval of the Strata Corporation before making or authorizing an alteration to a Strata Lot that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) patios, chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the Common Property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) Common Property located within the boundaries of a Strata Lot;
 - (g) those parts of the Strata Lot which the Strata Corporation must insure under section 149 of the Act; and
 - (h) wiring, plumbing, piping, heating, air conditioning and other services.
- 9.2 The Strata Corporation must not unreasonably withhold its approval under bylaw 9.1, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration and to indemnify and hold harmless the Strata Corporation for any future costs in connection with the alteration.
- 9.3 An owner intending to apply to the Strata Corporation for permission to alter a Strata Lot must submit, in writing, detailed plans and a written description of the intended alteration.

10. Obtain approval before altering Common Property

- 10.1 An owner must obtain the written approval of the Strata Corporation before making or authorizing an alteration to Common Property, including Limited Common Property or common assets.

- 10.2 An owner, as part of its application to the Strata Corporation for permission to alter Common Property, Limited Common Property or common assets, must:
- (a) submit, in writing, detailed plans and descriptions of the intended alteration;
 - (b) obtain all applicable permits, licences and approvals from the appropriate governmental authorities and provide copies to the Strata Council; and
 - (c) obtain the consent of the owners by written approval of the Strata Council under bylaw 10.1.
- 10.3 The Strata Corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, not exhaustively, the following:
- (a) that alterations be done in accordance with the design or plans approved by the Strata Council or its duly authorized representatives;
 - (b) that the standard of work and materials be not less than that of the existing structures.
 - (c) That all work and materials necessary for the alteration be at the sole expense of the owner;
 - (d) That the owner from time to time of the Strata Lot receiving the benefit of an alteration to Common Property, Limited Common Property or common assets must, for so long as he or she remains an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the Strata Corporation as a result, directly or indirectly, of the alterations to Common Property, Limited Common Property or common assets;
 - (e) That the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the Strata Corporation, 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 for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the Strata Corporation, and shall be come due and payable on the due date of payment of monthly strata fees.
- 10.4 An owner who has altered Common Property, Limited Common Property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered or costs incurred by the Strata Corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.
- 10.5 An owner who, subsequent to the passage of bylaws 10.1 to 10.3 inclusive, alters common property or Limited Common Property without adhering strictly to these bylaws, must restore, at the owner's sole expense, the Common Property, Limited Common Property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the Strata Corporation may conduct the restoration at the expense of the owner who altered the Common Property or Limited Common Property. The cost of such alteration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will come due and payable on the due date of payment of monthly strata fees.

11. Renovations/alterations

- 11.1 An owner must give the Council two working days prior notice of the scheduled arrival of a tradesperson or delivery of materials. Tradespersons must be licensed and bonded. Inadequate notice or work by unlicensed or unbounded tradespersons will result in the levy of fines.
- 11.2 A resident must not permit any construction debris, materials or packaging to be deposited in the Strata Corporation's disposal containers.
- 11.3 An owner must ensure that the delivery of any construction materials is through the parking lot and, if in an elevator, the owner must ensure the elevator is protected with proper wall pads and floor coverings. An owner must not permit any renovations/alterations materials to be delivered through the main lobby.
- 11.4 A resident must be responsible to ensure:
- (a) drop cloths are installed and removed daily between the elevators and the Strata Lot as well as between other doors to protect common areas from any spillage or dripping; and
 - (b) stairs, lobbies and paths through the parking areas are regularly cleaned (and vacuumed at the request of the Council) and the resident corridor thoroughly vacuumed daily;
- 11.5 An owner must ensure that the hours of work are restricted to 8:00 a.m. to 5:00 p.m., Monday through Friday, and 10:00 a.m. to 5:00 p.m., Saturdays, Sundays and statutory holidays. To perform renovations/alterations on statutory holidays, an owner must apply for permission in writing to the Council at least five business days before the holiday date.
- 11.6 An owner must be in attendance for all **SIGNIFICANT** renovations/alterations, the determination of **SIGNIFICANT** shall be in the discretion of the Council.
- 11.7 An owner in contravention of bylaws 11.1 to 11.7 (inclusive) shall be subject to a fine of \$200.00 for each contravention, as well as be responsible for any clean up or repair costs.
- 11.8 Flooring Requirements
- (a) An owner, occupant or tenant of a strata lot that is located above another strata lot who installs any flooring in a strata lot must install underlay that when combined with the flooring will provide a minimum IIC rating of 60. The Owner, occupant, or tenant must:
 - (i) provide the Strata Council with the specifications of the proposed flooring and underlay prior to installing the existing flooring or installing the flooring;
 - (ii) provide the Strata Council with proof of purchase of the flooring and underlay;
 - (iii) allow the Strata Council to enter into the strata lot to verify the installation of the underlay before it is covered by the flooring.
 - (b) In the event the Strata Corporation receives noise complaints from the owners of the Strata Lot(s) below a strata lot that has installed flooring, the Strata Council may require the owner of the Strata Lot with the flooring to permit the Strata Corporation, its council members, agents and employees, entry to the strata lot for the purpose of carrying out sound testing to determine the IIC rating of the flooring.
 - (c) In the event that the IIC rating of the flooring is:
 - (i) 59 or lower, the Strata Council may charge the cost of testing the flooring to the owner of the Strata Lot in which the flooring is installed; or

- (ii) 60 or higher, the Strata Council will equally share the cost of testing the flooring with the owner of the strata lot who has submitted the noise complaints.
- (iii) 59 or lower the Strata Corporation may require the owner of the Strata Lot with the altered flooring to:
 - A. take all reasonable steps to reduce noise transmission including but not limited to: installing area rugs in high traffic areas, avoid walking with hard soled shoes, install felt pads on furniture legs;
 - B. cover the flooring with carpeting; or
 - C. remove the flooring and replace it with flooring that conforms to the bylaws.

12. Permit entry to Strata Lot

- 12.1 A resident or visitor must allow a person authorized by the Strata Corporation to enter the Strata Lot or limited Common Property
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
 - (b) at a reasonable time, on 48 hours written notice,
 - (i) to inspect, repair, renew, replace or maintain Common Property, common assets and any portions of a Strata Lot that are the responsibility of the Strata Corporation to repair, replace, renew and maintain under these bylaws or the Act to insure under section 149 of the Act; or
 - (ii) to ensure a resident's compliance with the Act, bylaws and rules.
- 12.2 If forced entry to a Strata Lot is required due to required emergency access and the inability to contact the owner of the Strata Lot, the owner shall be responsible for all costs of forced entry incurred by the Strata Corporation.
- 12.3 The notice referred to in bylaw 12.1 (b) must include the date and approximate time of entry, and the reason for entry.

Powers and Duties of Strata Corporation

13. Repair and maintenance of property by Strata Corporation

- 13.1 The Strata Corporation must repair and maintain all of the following:
- (a) common assets of the Strata Corporation
 - (b) Common Property that has not been designated as Limited Common Property;
 - (c) Limited Common Property, but the duty to repair and maintain it is restricted to
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - A. the structure of a building;
 - B. the exterior of a building;
 - C. Patios, chimneys, stairs, balconies and other things attached to the exterior of a building;
 - D. doors, windows and skylights on the exterior of a building or that front on Common Property;
 - E. fences, railings and similar structures that enclose patios, balconies and yards;

- (d) a Strata Lot, but the duty to repair and maintain it is restricted to
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) patios, chimneys, stairs, balconies and other things attached to the exterior of a building.
 - (iv) doors, windows and skylights on the exterior of a building or that front on Common Property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Council

14. Council size

- 14.1 Subject to bylaw 14.2 below, the council must have at least 3 and not more than 7 members.
- 14.2 If the strata plan has fewer than 4 Strata Lot or the Strata Corporation has fewer than 4 owners, all the owners are on Council.

15. Council eligibility

- 15.1 The spouse of an owner may stand for Council.
- 15.2 No person may stand for Council or continue to be on Council with respect to a Strata Lot if the Strata Corporation is entitled to register a lien against that Strata Lot under section 116(1) of the Act.
- 15.3 No persons may stand for Council or continue to be on Council with respect to a Strata Lot if there are amounts owing to the Strata Corporation charged against the Strata Lot in respect to administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs, of remedying a contravention of the bylaws or rules for which the owner is responsible under section 131 of the Act.

16. Council Members' terms

- 16.1 The term of office of a Council Member ends at the end of the Annual General Meeting at which the new Council is elected.
- 16.2 A person whose term as Council Member is ending is eligible for re-election.

17. Removing Council Member

- 17.1 Unless all the owners are on the Council, the Strata Corporation may, by a resolution passed by a majority vote at an Annual or Special General Meeting, remove one or more Council Members. The Strata Corporation must pass a separate resolution for each Council Member to be removed.
- 17.2 After removing a Council Member, the Strata Corporation may hold an election at the same Annual or Special General Meeting to replace the Council Member for the remainder of the term or the remaining Members of the Council may appoint a replacement Council Member for the remainder of the term.
- 17.3 If the Strata Corporation removes all of the Council Members, the Strata Corporation must hold an election at the same Annual or Special General Meeting to replace the Council Members for the

remainder of the terms up to, at least, the minimum number of Council Members required by bylaw of the Strata Corporation for the remainder of the term.

17.4 The Council may appoint the remaining Council Members necessary to achieve a quorum for the Strata Corporation, even if the absence of the Members being replaced leaves the Council without a quorum.

17.5 A replacement Council Member appointed pursuant to bylaws 17.2 and 17.4 may be appointed from any person eligible to sit on the Council.

18. Replacing Council Member

18.1 If a Council Member resigns or is unwilling or unable to act, the remaining Members of the Council may appoint a replacement Council Member for the remainder of the term.

18.2 A replacement Council Member may be appointed from any person eligible to sit on the Council.

18.3 The Council may appoint a Council Member under bylaw 18.2 even if the absence of the Member being replaced leaves the Council without a quorum.

18.4 If all the Members of the Council resign or are unwilling or unable to act, persons holding at least 25% of the Strata Corporation's votes may hold a Special General Meeting to elect a new Council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

19. Officers

19.1 At the first meeting of the Council held after each Annual General Meeting of the Strata Corporation, the Council must elect, from among its Members, a President, a Vice President, a Secretary and a Treasurer.

19.2 A person may hold more than one office at a time, other than the offices of President and Vice President.

19.3 The Vice President has the powers and duties of 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.

19.4 The Strata Council may vote to remove an Officer.

19.5 If an Officer other than the President is removed, resigns, is unwilling or unable to act, the Council Members may elect a replacement Officer from among themselves for the remainder of the term.

20. Calling Council Meetings

20.1 Any Council Member may call a Council Meeting by giving the other Council Members at least one week's notice of the meeting, specifying the reason for calling the meeting.

20.2 The notice in bylaw 20.1 does not have to be in writing.

- 20.3 A Council Meeting may be held on less than one week's notice if
- (a) all Council Members consent in advance of the meeting, or
 - (b) the meeting is required to deal with an emergency situation, and all Council Members either
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

21. Requisition of Council hearing

- 21.1 By application in writing, a resident may request a hearing at a Council Meeting stating the reasons for the request.
- 21.2 Except for a hearing pursuant to section 144 of the Act, if a hearing is requested under bylaw 21.1, the Council must hold a meeting to hear the applicant within one (1) month of the date of receipt by the Council of the application.
- 21.3 If the purpose of the hearing is to seek a decision of the Council, the Council must give the applicant a written decision within one week of the date of the hearing.

22. Quorum of Council

- 22.1 A quorum of the Council is
- (a) 1, if the Council consists of one member,
 - (b) 2, if the Council consists of 2, 3 or 4 members,
 - (c) 3, if the Council consists of 5 or 6 members, and
 - (d) 4, if the Council consists of 7 members.
- 22.2 Council Members must be present in person at the Council meeting to be counted in establishing quorum.

23. Council Meetings

- 23.1 The Council may meet together for the conduct of business, adjourn and otherwise regulate its meeting as it thinks fit.
- 23.2 At the option of the Council, Council Meetings may be held by electronic means, so long as all Council Members and other participants can communicate with each other.
- 23.3 If a Council Meeting is held by electronic means, Council Members are deemed to be present in person.
- 23.4 Owners and spouses of owners may attend Council Meetings as observers.
- 23.5 Despite bylaw 23.4, no observers may attend those portions of Council Meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

24. Voting at Council Meetings

- 24.1 At Council Meetings, decisions must be made by a majority of Council Members present in person at the meeting.
- 24.2 If there is a tie vote at a Council Meeting, the President may break the tie by casting a second, deciding vote.
- 24.3 The results of all votes at a Council Meeting must be recorded in the Council Meeting minutes.

25. Council to inform owners of minutes

- 25.1 The Council must post or circulate, including via facsimile or another form of electronic communication capable of producing a written copy, to owners the minutes of all Council Meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

26. Delegation of Council's powers and duties

- 26.1 Subject to bylaws 26.2, 26.3 and 26.4, the Council may delegate some or all of its powers and duties to one or more Council Members or persons who are not Members of the Council, and may revoke the delegation.
- 26.2 The Council may delegate its spending powers or duties, but only by a resolution that
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - (b) delegates the general authority to make expenditures in accordance with bylaw 26.3.
- 26.3 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.
- 26.4 The Council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule,
 - (b) whether a person should be fined, and the amount of the fine,
 - (c) whether a person should be denied access to a recreational facility, or
 - (d) whether an owner should be granted an exemption from a rental restriction bylaw under section 144 of the Act.

27. Spending Restrictions

- 27.1 A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

28. Limitation on liability of Council Member

- 28.1 A Council Member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Council.
- 28.2 Bylaw 28.1 does not affect a Council Member's liability, as an owner, for a judgement against the Strata Corporation.

- 28.3 All acts done in good faith by the Council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a Member of Council, as valid as if the Council Members had been duly appointed or had duly continued in office.

Enforcement of Bylaws and Rules

29. Fines

- 29.1 Except where specifically stated to be otherwise in these bylaws, the strata corporation may fine an owner or tenant:
- (a) \$200.00 for each contravention of a bylaw, and
 - (b) \$50.00 for each contravention of a rule.
- 29.2 The council must, if it determines in its discretion that a resident is in repeated contravention of any bylaws or rules of the strata corporation, levy fines and the fines so levied shall be immediately added to the strata fees for the strata lot and shall be due and payable together with the strata fees for the strata lot in the next month following such contravention.
- 29.3 The strata corporation may, after complying with the provisions of section 135 of the *Strata Property Act*:
- (a) fine an owner a maximum of:
 - (i) up to TWO HUNDRED DOLLARS (\$200), at the discretion of the council, for each contravention of a bylaw (save and except for a rental bylaw where the fine may not be more than FIVE HUNDRED DOLLARS (\$500) or a breach of bylaw 6.13 where the fine may be up to ONE THOUSAND DOLLARS (\$1,000) a night);
 - (ii) up to FIFTY DOLLARS (\$50), at the discretion of the council, for each contravention of a rule;
 - (iii) up to FIVE HUNDRED DOLLARS (\$500) for a breach a Rental Restriction bylaw;
 - (iv) up to ONE THOUSAND DOLLARS (\$1,000) a night for a breach of the short term rental / hotel accommodation bylaw 6.13.
 - (b) an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, impose a fine every 7 days.
 - (c) do what is reasonably necessary to remedy a contravention of its bylaws or rules, including:
 - (i) entering into and doing work on or to a strata lot, the common property or common assets, and,
 - (ii) removing objects from the common property or common assets.
 - (d) charge the reasonable costs of remedying the contravention to the person who may be fined for the contravention under section 130.
 - (e) commence and prosecute small claims actions for the recovery of any monies owing to the strata corporation without the necessity of having the same approved by a THREE-QUARTER (3/4) vote.
 - (f) commence and prosecute a forced sale action against any owner who is in arrears of strata fees or special levies, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the *Strata Property Act* expend funds from the contingency reserve fund on the legal fees and disbursements up to \$7,500 per case, to conduct the proceedings.
 - (g) make a request under section 4 of the *Civil Resolution Tribunal Act* asking the civil resolution tribunal to resolve a dispute concerning any strata property matter over which the civil resolution tribunal has jurisdiction, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the *Strata Property Act* expend funds from the contingency reserve fund on the legal fees and disbursements up to \$5,000 per case, to conduct the proceedings.

30. Continuing contravention

30.1 Except where specifically stated to be otherwise in these bylaws, an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

31. Quorum of meeting

31.1 If within 15 minutes from the time appointed for an Annual or Special General Meeting, a quorum is not present, the meeting stands adjourned for a further 15 minutes on the same day and at the same place. If within a further 15 minutes from the time of the adjournment, a quorum is not present, the eligible voters, present in person or by proxy, constitute a quorum. This bylaw 31.1 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.

32. Person to chair meeting

32.1 Annual and Special General Meetings must be chaired by the President of the Council.

32.2 If the President of the Council is unwilling or unable to act, the meeting must be chaired by the Vice President of the Council.

32.3 If neither the President nor the Vice President of the Council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons, eligible to vote, who are present at the meeting.

33. Participation by other than eligible voters

33.1 Tenants may not attend Annual and Special General Meetings, unless they are eligible to vote.

33.2 Persons who are not eligible to vote may not participate in the discussion at a meeting.

33.3 Occupants 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.

34. Voting

34.1 Except on matter requiring a unanimous vote, the vote for a Strata Lot may not be exercised if the Strata Corporation is entitled to register a lien against that Strata Lot under Section 116(1) of the Act.

34.2 Except on matters requiring a unanimous vote, the vote for a Strata Lot may not be exercised if there are amounts owing to the Strata Corporation charged against the Strata Lot in respect to administration fees, bank charges, fines, penalties, interest or the costs, including the legal costs of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the Act.

34.3 At an Annual or Special General Meeting, voting cards must be issued to eligible voters.

34.4 At an Annual or Special General meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.

- 34.5 If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- 34.6 The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- 34.7 If there is a tie vote at an Annual or Special General Meeting, the President, or, if the President is absent or unable or unwilling to vote, the Vice President may break the tie by casting a second, deciding vote.
- 34.8 Despite anything in bylaws 34.1 to 34.8 (inclusive), an election of Council or removal of a Council Member must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- 35. Electronic attendance at meetings**
- 35.1 A person who is eligible to vote may attend an Annual or Special General Meeting by electronic means so long as the person and the other participants can communicate with each other.
- 35.2 If an Annual or Special General Meeting is held by electronic means with a person, the person is deemed to be present in person for the purposes of the meeting.
- 36. Order of business**
- 36.1 The order of business at Annual and Special General Meetings is as follows:
- (a) Certify proxies and corporate representatives and issue voting cards;
 - (b) Determine that there is a quorum;
 - (c) Elect a person to chair the meeting, if necessary;
 - (d) Present to the meeting proof of notice of meeting or waiver of notice;
 - (e) Approve the agenda;
 - (f) Approve minutes from the last annual or special general meeting;
 - (g) Deal with unfinished business;
 - (h) Receive reports of Council activities and decisions since the previous 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.

Voluntary Dispute Resolution

- 37. Voluntary dispute resolution**
- 37.1 A dispute among owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
- (a) all the parties of the dispute consent, and

- (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- 37.2 A dispute resolution committee consists of:
- (a) one owner or tenant of the Strata Corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties, or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- 37.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Small Claims Court Proceedings

38. Authorization to proceed

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

Marketing Activities by Owners and Occupants

39. Sale of a Strata Lot

- 39.1 Real estate signs must not be displayed in a Strata Lot or on the Common Property except in the location designated by the Strata Corporation for real estate signs.

Insurance

40. Insuring against major perils

- 40.1 The Strata Corporation must insure against major perils, as set out in regulation 9.1 (2), including, without limitation, earthquakes.

41. Insurance

- 41.1 If the Strata Corporation is liable to pay the deductible on a claim made under insurance maintained by the Strata Corporation, and an owner is responsible for the loss or damage giving rise to the claim, the owner shall pay to the Strata Corporation the amount of the deductible paid by the Strata Corporation.
- 41.2 Without limiting the generality of (41.1), an owner is deemed responsible for loss or damage when it arises from any sort of breakdown or malfunction of something that is the responsibility of the owner to maintain and repair or is caused or contributed to by any person or animal resident at or visiting the owner at the Strata Corporation.

- 41.3 An owner is responsible for, and shall indemnify and save harmless the Strata Corporation from any expense including maintenance, repair or replacement, resulting from any illegal activity occurring in the owner's Strata Unit or on Limited Common Property of which the owner has exclusive use.
- 41.4 Any insurance deductibles or other costs that are the responsibility of an owner shall be added to and become part of the monthly assessment of that owner for the month next following the date on which the expense was incurred by the Strata Corporation, and shall become due and payable on the date of payment of the monthly assessment.
- 41.5 Nothing herein shall in any way limit the Strata Corporation's ability to sue an owner in order to recover any of the amounts charged to the owner, including the deductible portion of an insurance claim.
- 41.6 Each owner must maintain insurance
- (a) for loss or damage to the owner's Strata Lot and the fixtures in the owner's Strata Lot that are not covered by the insurance of the Strata Corporation, and
 - (b) for liability for the property damage and bodily injury whether occurring on the owner's Strata Lot or on the Common Property.

Storage

42. Storage lockers and bicycle storage

- 42.1 A resident must store bicycles and tricycles only in location(s) designated for bicycle storage unless otherwise permitted by the Strata Council.
- 42.2 A resident must not store any hazardous or flammable substances in storage lockers.

Parking

43. Parking

- 43.1 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.
- 43.2 A resident must not store unlicensed or uninsured vehicles on the Common Property, Limited Common Property or on land that is common asset.
- 43.3 A resident storing a vehicle must provide proof of insurance to the Strata Corporation on the commencement date of the storage.
- 43.4 An owner must not sell, lease or licence parking stalls to any person other than an owner or occupant.
- 43.5 A resident must park only in the parking stall assigned to the resident.
- 43.6 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.

- 43.7 Any resident's vehicle parked in violation of bylaw 43.6 will be subject to removal by a towing company authorized by Council, and all costs associated with such removal will be charged to the owner of the Strata Lot.
- 43.8 A resident or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but exhaustively, sawing, drilling and the use of any adhesive or hardening compounds) or work on vehicles involving any automotive fluids or paints, motor tune ups or mechanical repairs.
- 43.9 A resident or visitor operating a vehicle in the parking areas must activate the vehicle's headlights and not exceed 10 km/hour.
- 43.10 A resident or visitor must not smoke while in the parking area including inside a vehicle.
- 43.11 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 audio volume low.
- 43.12 A resident must not park or store any vehicle that drips oil or gasoline. A resident must remove any dripped oil, gasoline or other automotive residue.

Moving

44. Moving in/out procedures

- 44.1 An owner must conform and ensure that any tenant conform to the Move In and Move Out rules established by Council from time to time.
- 44.2 A resident must provide notice to the Strata Corporation of all moving arrangements at least 48 hours before the moving date. All moves must take place between 9:00 a.m. and 6:00 p.m., Monday through Friday and 10:00 a.m. to 5:00 p.m. on Saturdays, Sundays and statutory holidays.
- 44.3 A resident using the elevator during a move must ensure that the **ELEVATOR SERVICE KEY** is used to control the elevator and the doors are not jammed open in any manner.
- 44.4 A resident must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left piled in the lobby area.
- 44.5 A resident must ensure that all common areas are left damage free, clean and all hallways and lobby areas are vacuumed immediately upon completion of the move.
- 44.6 A resident must pay a refundable damage deposit of \$50.00, whether in or out, 48 hours prior to any move and any expenses incurred by the Strata Corporation attributable to the resident and all fines levied will be deducted from the deposit.
- 44.7 A resident contravening any of bylaws 44.1 to 44.6 (inclusive) shall be subject to a fine of \$200.00

- 44.8 An owner shall pay a non-refundable moving fee of \$200.00 to the Strata Corporation payable for each move into the Strata Lot. Moving fees apply each time when an owner, tenant, or occupant move substantially his, hers or its household furnishings and personal possessions into a Strata Lot (deliveries are exempt). Properly scheduled move outs are free of charge. If a new owner, tenant, or occupant moves in, a move-in fee will be charged to the Owner's account. When owners execute a new Form K "Notice of Tenant's Responsibilities", or buy a Strata Lot, the fee shall be automatically added to their account. Exceptions may be applied at the sole discretion of the Strata Council on a case-by-case basis, if, no substantial move-in of household furnishings and personal possessions into a Strata Lot takes place. The onus will be on the owner to contact the Property Manager to request the charge be reversed, or waived, as the case may be, in a special circumstance.
- 44.9 An owner must schedule every move-in or move-out, in advance, by completing and submitting the appropriate form, including any 3rd party contact information such as movers or delivery company, online through the dayshift Resident Building Manager. Conversely, any unperformed, or cancelled move in or out, with less than 24 hours notice, or any move in or out exceeding the reserved two-hour window as scheduled, may be subject to a fine, at the Strata Council's sole discretion, on a case-by-case basis.
- 44.10 Any moves may be re-scheduled without penalty with a minimum of 24 hours notice, by completing and submitting the appropriate form, online through the Property Management Company's website, where available, or in person through the dayshift Resident Building Manager. Conversely, any unperformed, or cancelled move in or out, with less than 24 hours notice, or any move in or out exceeding the reserved two-hour window as scheduled, may be subject to a fine, at the Strata Council's sole discretion, on a case-by-case basis.
- 44.11 After a move in or out by an owner or tenant, the building staff or Resident Building Manager will perform an inspection for any possible damage to Common Property.
- 44.12 Moves, whether in or out, which are performed unscheduled, will automatically be charged to the Strata Lot owner's account in the amount of \$200, plus an additional \$200 fine, plus any charges for damages to common areas as expected to have been incurred as a result of the unscheduled move.
- 44.13 For security purposes, an owner may be required by building staff, to provide acceptable identification, prior to moving in or out. A tenant may, prior to moving in or out, be required to produce identification matching the executed "Form K-Notice of Tenant's Responsibilities" provided by the owner [as required by relevant bylaws herein].
- 44.14 Moves must be performed through the Service Elevator located on Herald Street {North side of the property}, and using the specified elevator, as directed by building staff. Elevator pads must be installed prior to commencement of move. **Note: loading is not permitted through the main lobby.**
- 44.15 During a move, the owner of the Strata Lot must ensure that common areas are not blocked or impeded, that common area doors are kept secured, and to report back to the Resident Building Manager or building staff upon completion.

Appearance of Strata Lots

45. Cleanliness

- 45.1 A resident must not allow a Strata Lot to become unsanitary. Rubbish, garbage, and other similar refuse must not be thrown, piled or stored in the Strata Lot, on Limited Common Property, or on Common Property. Any expenses incurred by the Strata Corporation to remove any such refuse will be charged to the Strata Lot owner.
- 45.2 A resident must ensure that ordinary household rubbish, garbage, and other similar refuse is securely wrapped and placed in the containers or the garbage chute provided for that purpose, that recyclable material is disposed of in designated areas, and that material other than recyclable or ordinary household refuse and garbage is disposed of appropriately.
- 45.3 A resident must not place unsanitary material, rubbish, garbage, recyclable material, or any other refuse on any share shelves located within the building and must use the share shelves in accordance with the bylaws and rules of the Strata Corporation adopted from time to time.

Rentals

46. Residential rentals

- 46.1 Strata Lots must be rented for a minimum of 30 consecutive days.
- 46.2 An owner, tenant or occupant must not rent less than all of a Strata Lot.
- 46.3 An owner, tenant or occupant must not enter into a license for the use of all or part of a Strata Lot.
- 46.4 If a resident contravenes bylaw 46.1, 46.2 and 46.3 the owner of the Strata Lot will be subject to a fine of \$500.00. For clarity, bylaw 30.1 will apply to a contravention of bylaw 46.1, 46.2 and 46.3.
- 46.5 Prior to possession of a Strata Lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the Strata Corporation and a Notice of Tenant's Responsibility in a Form K.
- 46.6 Within two weeks of renting a Strata Lot, the landlord must give the Strata Corporation of the Form K – Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.

47. Guest Suite

- 47.1 Only an owner, tenant or occupant by written request to the Strata Council may book the guest suite.
- 47.2 An owner, tenant or occupant using the guest suite may pay a nightly fee in an amount determined by the Strata Council from time to time.
- 47.3 A single booking of the guest suite may not exceed seven (7) consecutive nights.
- 47.4 A person reserving the guest suite must pay a damage and cleaning deposit in an amount determined by the Strata Council from time to time at the time of booking. The cost to clean and repair any damage to the guest suite caused by guests will be deducted from the deposit. Before returning a deposit, within

two days of the departure date of any guest(s), a member of the Strata Council must inspect the condition of the guest suite and complete a condition report detailing any damage to the guest suite. After completion of a condition report, an owner tenant or occupant may request the return of the deposit or the balance of the deposit remaining after deduction for cleaning and repairs.

- 47.5 A person booking the guest suite must pay the fees for the entire stay at least 24 hours prior to the arrival of the guest.

Visitors and Children

48. Children and Supervision

- 48.1 Residents are responsible for the conduct of visitors including ensuring that noise is kept at a level, in the sole determination of a majority of the Council that will not disturb the rights of quiet enjoyment of others.
- 48.2 Residents are responsible for the conduct of their children residing in their Strata Lot, including ensuring that noise is kept at a level, in the sole determination of a majority of the Council that will not disturb the quiet enjoyment of others.
- 48.3 Residents are responsible to assume liability for and properly supervise activities of children including, but not exhaustively, bicycling, skateboarding and hockey.

Miscellaneous

49. Miscellaneous

- 49.1 A resident or visitor must not smoke on Common Property.
- 49.2 A resident or visitor must not hinder or restrict sidewalks, entrances, exits, halls, passageways, stairways and other parts of the Common Property. Hindrance and restriction includes the keeping of personal items and garbage.
- 49.3 A resident or visitor must not wear or use inline skates and skateboards **ANYWHERE** in the building, including a Strata Lot.
- 49.4 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, unless such Common Property or common asset is a playground.
- 49.5 Subject to bylaw 40.1, a resident or owner must not erect or display or permit to be erected or displayed any signs, fences, billboards, placards, advertising, notices or other fixtures of any kind on the Common Property or in a Strata Lot, unless authorized by the Council. This shall include exterior painting and the addition of wood, ironwork, concrete or other materials.
- 49.6 A resident may post notices on the designated bulletin board, subject to being removed by the Council if deemed inappropriate or posted in excess of one week.

- 49.7 A resident must ensure that all entrance doors to Strata Lots are kept closed and kitchen extract fans are used when cooking.
- 49.8 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.
- 49.9 A resident must ensure that drapes or blinds visible from the outside of the building are white in colour.
- 49.10 A resident must ensure that no air conditioning units, laundry, flags, clothing, bedding or other articles are hung or displayed from windows, balconies or other parts of the building so that they are visible from the outside of the building.
- 49.11 A resident must not display or erect fixtures, poles, clotheslines, racks, storage sheds and similar structures permanently or temporarily on Limited Common Property, Common Property or land that is common asset. Despite the foregoing, the placing of items on the Limited Common Property balconies or patio areas shall be limited to free standing, self contained planter boxes or containers, summer furniture and accessories.
- 49.12 A resident who installs Christmas or other December holiday lights must install them after December 1st of each year and must remove them before January 15th of the following year.
- 49.13 A resident is not permitted to house a “live” Christmas tree within their Strata Lot or anywhere else on either Limited or Common Property. Residents in contravention of this bylaw will be fined a maximum of \$200.00.
- 49.14 **Fire Safety Equipment** – Owners and residents must not paint or obstruct fire safety equipment installed within The Hudson Strata Lots. All costs associated with correction of an owner or resident’s failure to comply with this bylaw will be billed to the responsible party.
- 49.15 **Indemnity for Enforcement Costs**
- (1) Should the strata corporation be required to undertake any legal action or arbitration, or seek legal advice with respect to a breach by an owner, tenant or occupant of any strata lot of the *Strata Property Act*, the *Strata Property Regulations*, the bylaws or rules or any amendments thereto, then the owner of the strata lot shall be responsible for and shall pay all of the strata corporation's legal costs incurred on a solicitor and own client basis.
 - (2) Subject to the discretion of the council, any legal costs or expenses so incurred by the strata corporation arising out of an owner’s breach of the bylaws or the *Strata Property Act* may be charged to that owner and shall be added to and become part of the assessment of that owner for the month next following the date on which the legal costs or expenses are incurred, but not necessarily paid by the corporation, and shall become due and payable on the date of payment of the monthly assessment.
- 50. Smoking**
- 50.1 No smoking is allowed:
- (a) in a Strata Lot;

- (b) on the interior common property, including but not limited to in hallways, elevators, parking garages, electrical and mechanical rooms, stairs, storage locker areas;
 - (c) on limited common property;
 - (d) on patios or balconies; and
 - (e) within 7 metres (23 feet) of a door, window or air intake.
- 50.2 “Smoking” for the purposes of this bylaw, means releasing into the air gases, particles, or vapors as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term “Smoking” includes, but is not limited to, tobacco smoking, smoking using electronic cigarettes, marijuana or cannabis smoking, and crack cocaine smoking.
- 50.3 All persons, including but not limited to owners, tenants, occupants and visitors must comply with this bylaw. Owners and tenants must ensure that this bylaw is not violated by their visitors or anyone else they let into the building.
- 50.4 The owners acknowledge that Council can make reasonable accommodation for one or more individuals that have an addiction to nicotine that is a physical or mental disability. Whether or not reasonable accommodation is required is in the reasonable discretion of Council. In making the accommodation, Council will consider how to accommodate the disability without exposing others to second-hand smoke.
- 50.5 Failure to comply with the bylaw will result in a fine of \$200 per occurrence, following the first warning.

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