

- Your electronic signature is a representation by you that:
  - you are a subscriber; and
  - you have incorporated your electronic signature into
    - this electronic application, and
    - the imaged copy of each supporting document attached to this electronic application,and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.
- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
  - the supporting document is identified in the imaged copy of it attached to this electronic application;
  - the original of the supporting document is in your possession; and
  - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

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

Deduct LTSA Fees? Yes

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

LTO Document Reference:

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

Supplied  
Ordered

## Strata Property Act

### FORM I

#### AMENDMENTS TO BYLAWS

(Section 128)

The Owners, Strata Plan VIS6511 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with Section 128 of the Strata Property Act at an Annual General Meeting held on June 27, 2018.

#### Resolution:


**BE IT RESOLVED BY A ¾ VOTE OF THE OWNER STRATA PLAN VIS6511 that the Strata Corporation amend its bylaws by repealing bylaw 6.6 (Move in / move out) and replacing 6.6 with the following bylaws:**

#### 6.6 Moving in or out of the building

- (1) When moving into or out of any strata lot, moving trucks and vans must in all cases be parked in a manner that does not impede traffic into or out of the buildings nor block fire access lanes.
- (2) For the purposes of this bylaw:
  - a. "Change in Occupancy" means a change in the person or persons residing in, or occupying the strata lot overnight under a license of occupancy, that does not involve the movement of furniture, or appliances into or out of the building;
  - b. "Move" means a change in the person or persons residing in, or occupying a strata lot under a residential tenancy agreement or lease, that does involve the movement of furniture or appliances into or out of the building;
  - c. "Renovation" means the alteration to a strata lot, limited common property or common property by an owner that involves the movement of construction material, waste or debris into or out of the building.
- (3) Before a Change in Occupancy, Move or Renovation, owners must:
  - a. Provide a minimum of 72 hours written notice to the Property Management company or the Council.
  - b. In the case of a Change of Occupancy advise the Council of the names of the new occupants, and pay a non-refundable fee of \$50 to the Council;
  - c. In the case of a Move, advise the Council of the names of the new owners, occupants or tenants and pay a non-refundable fee of \$50 to the Council.
  - d. In the case of a Renovation, pay a non-refundable fee of \$100 to the Council.
  - e. In the case of a Move or Renovation:

- i. obtain the elevator key from the Council;
  - ii. arrange with the Council to install the padded curtain in the elevator;
  - iii. note any existing damage to the elevator, walls, fixtures and carpets and report these to any member of the Council, or Property Management company prior to the Move, or Renovation.
- (4) During a Move, or Renovation, owners, tenants and occupants must:
  - a. Ensure that security is maintained and that the front door is not left open and unattended.
  - b. Gather belongings in the hallway outside the elevator prior to loading.
  - c. Lock off the elevator using the elevator key only during the time it takes to load from the hallway, then unload into the next hallway or lobby, (the elevator doors must not be propped open);
  - d. Turn the elevator on again between loads and
  - e. Not store or leave personal property in common areas except when loading or unloading the elevator.
- (5) Following the completion of a Move, or Renovation, owners, tenants, and occupants must:
  - a. Remove the padded curtain from the elevator, fold it and return it to the Council;
  - b. Inspect the elevator, walls, fixtures and carpets for any damage with one member of the Council.
  - c. Return elevator keys to any Council member.
- (6) Owners, tenants, and occupants shall either remove cardboard containers or collapse and dispose of them in the appropriate recycling or garbage bin in the garbage room.
- (7) Owners, occupants and tenants may only perform Moves between 8:00 a.m. and 8:00 p.m. daily.
- (8) Owners, occupants and tenants may only perform Renovations between 8:00 a.m. and 5:00 p.m. Monday to Friday.
- (9) If the common property of the Strata Corporation is damaged as a result of a Move, or Renovation, the Council may repair such damage and recover the reasonable costs of such repairs from the owner, tenant or occupant responsible for the damage in accordance with section 133 of the Strata Property Act. The costs charged to the owner may include the payment of legal costs, if any, incurred by the Council on a solicitor and own client basis

A revised set of bylaws, incorporating these amendments, is attached.



Signature of Council Member



Signature of Second Council Member

Date: July 25, 2018

# BYLAWS – Synergy

## PART 1 - Duties of Owners of all Strata Lots, Tenants, Occupants and Visitors

### Payment of fees

- 1.1 (1) An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate. The strata fees will be made up of the fees owing to the strata corporation as set out in the approved budget. For strata lots 50, 51 and 52 inclusive, the strata fees will include any amounts attributable to the strata corporation's maintenance and repair of the rooftop garden areas designated as limited common property for the use of the owners of such strata lots, as such amounts are set out in the approved budget.
- (2) The strata corporation will be entitled to collect from the owners as-part of their strata fees all amounts payable under the statutory right of way and rent charge in favour of Dockside Green (Victoria) Society, registered under numbers FB 39583 and FB 39584 respectively, and the charges in favour of the sewer service provider and operator of the biomass facility, registered under numbers FB150891, FB150892; and FB150893, respectively, as amended, superseded and replaced at any time and from time to time, such amounts to be allocated to each strata lot (or, if there is no allocation to each strata lot by meter or otherwise, or if the allocation to the strata lots is not known, then based on unit entitlement), and the strata corporation will remit all amounts collected as required on behalf of the owners.
- (3) If an owner is late in paying his or her strata fees, then the owner must pay to the strata corporation interest on the late payment in-the amount of 10% per annum compounded annually, and allocated on a monthly basis commencing the date the payment was due and continuing until the last day of the month in which it is paid. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$50 for each month or portion thereof.
- (4) Any payments made by an owner will first be applied to the payment-of outstanding interest, fines and special levies, and secondly to the payment of outstanding strata fees.

### Repair and maintenance of property by owner

- 1.2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) 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) As provided in bylaw 2.1(c)(iii), the strata corporation will maintain and repair the rooftop garden areas designated as limited common property for strata lots 50, 51 and 52 inclusive. The owners of these strata lots are required to pay to the strata corporation the costs of such maintenance and repair.

### Use of property

- 1.3 (1) An owner, tenant, occupant, employee, agent, invitee, guest or visitor must not use a strata lot, the common property or common assets in a way that:

- (a) causes a nuisance, disturbance or hazard to another person;
  - (b) causes unreasonable or repetitive noise;
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
  - (d) is illegal, immoral or injurious to the reputation of the building; or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant, employee, agent, invitee, guest or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
  - (3) When the purpose for which a residential strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner will not use his or her strata lot for any other purpose, or permit it to be so used.
  - (4) An owner of a residential strata lot who has or installs hard floor surfaces such as hardwood floors or tile in his or her strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.
  - (5) Notwithstanding any other of these bylaws, the strata corporation and the owners acknowledge that the portion of the common property of the development comprising the parkade is subject to a lease (the "Parking Lease") granted by the owner developer to Dockside Green Parking Ltd., a copy of which lease has been provided to the strata corporation and, accordingly, such portion of the common property may only be used in accordance with the terms of the Parking Lease.

### **Inform strata corporation**

- 1.4** (1) Within two weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) Prior to a tenant occupying a strata lot, the owner must cause the tenant to inform the strata corporation of his or her name and to complete and deliver to council a Notice of Tenant Responsibilities in Form K under the Act.

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

- 1.5** (1) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, balconies or other things attached to the exterior of a

building;

- (d) doors, windows or skylights on the exterior of a building, or that front on the common property (e.g., adding security devices to the entrance door to a strata lot);
  - (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) parts of the strata lot which the strata corporation must insure under section 149 of the Act including, without limitation, fixtures installed by the owner developer as part of the original construction of a strata lot (e.g., the original wall to wall carpeting).
- (2) The strata corporation must not unreasonably withhold its approval under bylaw 1.5(1), but may require as a condition of its approval that the owner agree, in writing:
- (a) to take responsibility for any current and future expenses relating to the alteration; and
  - (b) to remove the alteration and restore the common property, if required by the strata corporation, prior to moving out of the strata lot.
- (3) An owner must not do, or permit any occupant of his or her strata lot or any tenant, occupant, employee, agent, invitee, guest or visitor of the owner or occupant to do, any act, nor alter, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to alter, his or her strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.

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

- 1.6**
- (1) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
  - (2) The strata corporation may require as a condition of its approval that the owner agree, in writing:
    - (a) to take responsibility for any current and future expenses relating to the alteration;
    - (b) to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration; and
    - (c) to remove the alteration and restore the common property, if required by strata corporation, to remove when sell and move.

### **No alteration of noise abatement components**

- 1.7**
- (1) In view of the requirements of the Master Development Agreement between the City of Victoria (the "City") and the owner developer dated September 7, 2005 and the "Design Guidelines for the Dockside Lands" dated September, 2005, and for reason of the development's close proximity to certain industrial and commercial uses, and for reason of the provisions of the City's Noise Bylaw as they apply to the development lands, notwithstanding bylaws 1.5 and 1.6, no

owner will remove or alter, and the strata corporation will not remove, alter or be required to approve removal or alteration of, any noise abatement or reduction building components incorporated into the original construction of the building.

- (2) Bylaws 1.7(1) and this (2) may not be amended, modified, repealed or replaced, in whole or in part, except by a unanimous vote of the owners of the strata corporation.

### **Permit entry to strata lot**

- 1.8** (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
  - (b) at a reasonable time, on 48 hours' written notice:
    - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act;
    - (ii) to ensure compliance with the Act and these bylaws; and
    - (iii) to obtain information respecting utility and water consumption which is measured in control meters within a strata lot to the extent that the strata corporation is authorized by these bylaws to pay for such utilities and water on behalf of the owners.
- (2) The notice referred to in bylaw 1.8(1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) In exercising its rights under this bylaw, the strata corporation will not unreasonably interfere with the operation of any occupant of a strata lot.

### **Compliance with bylaws**

- 1.9** An owner, tenant, occupant, employee, agent, invitee, guest or visitor must comply strictly with these bylaws and with any rules adopted by the strata corporation applicable to such owner from time to time.

### **Pets**

- 1.10** (1) An owner, tenant or occupant that keeps a pet must comply with these bylaws and any rules enacted by the council on behalf of the strata corporation with respect to the keeping of pets.
- (2) An owner or occupant of a residential strata lot that keeps a dog, cat or other non-caged animal in his or her strata lot, either permanently or temporarily, will register that pet with the council by providing to the council a written notice, signed by the owner setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet (when the pet is required to be licensed), and will only keep a pet in his or her strata lot in compliance with these bylaws.

- (3) An owner, tenant, occupant, employee or visitor must ensure that all animals are leashed or otherwise secured and under the control of a responsible adult when on the common property or on land that is a common asset.
- (4) No owner or occupant of a strata lot will permit his or her pet to urinate or defecate on the common property or on any limited common property, and if any pet does urinate or defecate on the common property or on any limited common property, then the owner or occupant will immediately and completely remove all of his or her pet's waste from the common property or limited common property, as the case may be, and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation:
  - (a) any special cleaning is required as a result of the pet urinating or defecating, then the owner or occupant will pay all costs of such special cleaning; or
  - (b) replacement of the floor covering is necessary as a result of the pet urinating or defecating, then the owner or occupant will pay all costs of such replacement.
- (5) An owner of a strata lot whose guest, employee or invitee brings an animal or pet onto the common property or any limited common property will be responsible to ensure that the guest or invitee complies with all requirements of these bylaws as they relate to pets and will perform all of the duties and obligations with respect to that animal as set out in these bylaws as if the animal were one kept by the owner or occupant in his or her strata lot.
- (6) The strata corporation may:
  - (a) make, amend, rescind and enforce rules and regulations it considers necessary or desirable from time to time in relation to the terms and conditions under which any animal or type of animal may be permitted on the common property and the types of pet permitted to be on the common property and, for this purpose, make different rules and regulations and different terms and conditions for different types of animals; and require removal by an owner or occupier of any residential strata lot of any pet or other animal kept by the owner or occupier in a strata lot if such pet or animal, in the opinion of the council, constitutes a nuisance to any owner or occupier of a strata lot, or causes danger or damage to any owner or occupier of a strata lot or to any property of the strata corporation or an owner or occupier of a strata lot.

### **Claims on insurance policies**

- 1.11** An owner, tenant or occupant must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on the insurance policy the strata corporation.

### **Boilers**

- 1.12** The strata corporation will quit claim and transfer the boilers in the Development to the owner developer, at the request of the owner developer, and allow the owner developer to remove the boilers, without compensation to the strata corporation, if the owner developer constructs a waste wood co generation facility, decommissions the boilers and is able to provide hot water to the Development from the waste wood facility.



## Reclaimed Water Use

- 1.13** An owner, tenant or occupant must not modify the existing interior plumbing if such modifications relate to or impact the reclaimed water and potable water supply works within the Development, unless such modifications are carried out by certified plumbers familiar with reclaimed water use and potable water supply systems. A copy of the relevant communications materials approved by the Regional Environmental Protection Manager and the Chief Medical Health Officer of the Vancouver Island Health Authority regarding reclaimed water use will be provided by the strata corporation, upon request.

## Smoking Prohibition

- 1.14** (1) Smoking is prohibited:
- (a) in a strata lot;
  - (b) on limited common property decks, patios, balconies, stairs, roof gardens, roof decks, courtyards and parking spaces;
  - (c) in interior common property, including but not limited to hallways, elevators, parking garage, storage rooms, mechanical and electrical rooms; and
  - (d) on exterior common property within three metres of a door, window or air intake.

## PART 2 - Powers and Duties of Strata Corporation and Council

### Repair and maintenance of property by strata corporation

- 2.1** The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
  - (b) common property that has not been designated as limited common property;
  - (c) limited common property, but the duty to repair and maintain it is restricted to:
    - (i) repair *and* maintenance that in the ordinary course of events occurs less often than once a year;
    - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
      - (1) the structure of a building; 6
      - (2) the exterior of a building;
      - (3) chimneys, stairs, balconies and other things attached to the exterior of a building;
      - (4) doors, windows and skylights on the exterior of a building or that front on the common property; and
      - (5) fences, railings and similar structures that enclose patios, balconies and yards; and
    - (iii) the rooftop garden areas designated as limited common property for strata lots 50, 51 and 52 inclusive (the owners of such strata lots are required to pay the strata corporation for the costs of such repair and

maintenance);

- (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) 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 the common property; and
  - (v) fences, railings and similar structures that enclose patios, balconies and yards; and
- (e) the landscaping originally installed by the City between the lands on which the development is situated and Harbour Road.

### **Council size**

**2.2** The council must have at least three and not more than seven members.

### **Council members' terms**

- 2.3**
- (1) Members of the council shall serve for a term of two (2) years, expiring at the second annual general meeting after their election, at which meeting their successors must be elected.
  - (2) Notwithstanding bylaw 2.3(1), half of the members of council elected at the 2009 annual general meeting, chosen by lot or agreement, shall serve for a term of one year only. Thereafter members of the council shall be elected to hold office for a period of two (2) years; vacancies shall be filled in alternate years with either three (3) or four (4) members being replaced by an election at each Annual General Meeting. When circumstances warrant, no more than two members may be elected to the council for a period of shorter than two years.
  - (3) A person whose term as council member is ending is eligible for re-election.

### **Removing council member**

- 2.4**
- (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.
  - (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
  - (3) 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 the Act.

### **Replacing council member**

- 2.5**
- (1) If a council member resigns or is unwilling or unable to act for a period of two or more months, then the remaining members of the council may appoint a replacement

council member for the remainder of the term.

- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this bylaw even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of two or more months, then 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.

## **Officers**

- 2.6**
- (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 and a vice president, and may elect a secretary and a treasurer.
  - (2) A person may hold more than one office at a time, other than the offices of president and vice president.
  - (3) The vice president has the powers and duties of the president:
    - (a) while the president is absent or is unwilling or unable to act; or
    - (b) for the remainder of the president's term if the president ceases to hold office.
  - (4) If an officer other than the president is unwilling or unable to act for a period of two or more months, then the council members may appoint a replacement officer from among themselves for the remainder of the term.

## **Calling council meetings**

- 2.7**
- (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.
  - (2) The notice referred to in bylaw 2.7(1) does not have to be in writing.
  - (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.
  - (4) The council must inform owners about the council meeting as soon as feasible after the meeting has been called.

## **Requisition of council hearing**

- 2.8**
- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.

- (2) If a hearing is requested under bylaw 2.8(1), then the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, then the council must give the applicant a written decision within one week of the hearing.

### **Quorum of council**

- 2.9** (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.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

### **Council meetings**

- 2.10** (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, then council members are deemed to be present in person.
- (3) Owners may not attend council meetings as observers unless council, in its sole discretion, agrees to permit members to attend.
- (4) Despite bylaw 2.10(3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings;
  - (b) rental restriction bylaw exemption hearings; and
  - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

### **Voting at council meetings**

- 2.11** (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, then the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

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

- 2.12** The council must inform owners of the minutes of all council meetings within two weeks of the meeting, whether or not the minutes have been approved.

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

- 2.13**
- (1) Subject to bylaws 2.13(2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
  - (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 2.13(3).
  - (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.
  - (4) The council may not delegate its powers to determine, based on the facts of a particular case:
    - (a) whether a person has contravened a bylaw or rule;
    - (b) whether a person should be fined, and the amount of the fine; or
    - (c) whether a person should be denied access to a recreational facility.
  - (5) Notwithstanding any other of these bylaws, the council and each owner acknowledges that the owner developer has established a non-profit community association (the "**Community Association**") to take responsibility for certain matters relating to the community amenities and certain utilities within Dockside Green (collectively, the "**Community Amenities**"), including those located on the common property of the development and consisting of, among other things, certain parking stalls in outdoor and/or unsecured parking areas, a greenway, pathways, water features and bike paths, and the council hereby delegates to the Community Association the authority to:
    - (a) operate, manage and maintain the Community Amenities;
    - (b) prepare and administer a budget in respect of the operation, management and maintenance of the Community Amenities; and
    - (c) make reasonable rules and regulations for the control, maintenance and management of the Community Amenities.
  - (6) Each owner acknowledges that the strata corporation is a member of the Community Association and each owner will cause the strata corporation to support the Community • Association, pay any fees of the Community Association when due and comply with maintenance and construction standards as may be adopted by the Community Association from time to time to maintain the environmentally-friendly character of the Dockside Green community.
  - (7) Bylaws 2.13(5), (6) and this (7) may not be amended, modified, repealed or replaced, in whole or in part, except by a unanimous vote of the owners of the strata corporation.

### Spending restrictions

- 2.14 (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.
- (2) Despite bylaw 2.14(1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

#### **Limitation on liability of council member**

- 2.15 (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.
- (2) Bylaw 2.15(1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

#### **Consents**

- 2.16 (1) Any consent, approval or permission given under these bylaws by the council will be revocable at any time upon reasonable notice.
- (2) Notwithstanding any provision of the Act, the strata corporation may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

#### **LEED Certification**

- 2.17 (1) The council and each owner acknowledge that the development is in the process of, or has been LEED certified and that they will use commercially reasonable efforts to, assist the developer in obtaining LEED certification, and if such certification has been obtained, to maintain such certification.

### **PART 3 - Enforcement of Bylaws and Rules**

#### **Maximum fine**

- 3.1 (1) The strata corporation may fine an owner or tenant a maximum of:
- (a) \$200 for each contravention of a bylaw; and
- (b) \$50 for each contravention of a rule.
- (2) Each owner is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided for in the Act or these bylaws and if the owner fails to pay any money so owing within 15 days after the date such money becomes due, then the owner will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, then an additional fine of \$25.00 will be levied against and paid by the owner and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing

costs, legal expenses, interest charges and any other expenses incurred by the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established from time to time by the council pursuant to the Act or these bylaws, will become part of the assessment of the owner responsible and will become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

- (4) Any costs or expenses incurred by the strata corporation as a result of an infraction or violation of the bylaws or any rules and regulations established under them, including but not limited to the full cost in repairing any damage to the plumbing, electrical and other systems of the building or other parts of the common property caused by the owner, his or her tenants, occupants, employees, agents, invitees, guests or visitors, will be charged to that owner and will be payable on or before the first day of the month next following the date on which the costs or expenses are incurred.
- (5) Where any claim has been made against the insurance policy of the strata corporation as a result of a violation of any of the bylaws or any rule or regulation which may be established from time to time by the council pursuant to the Act or the bylaws, by any owner or any tenant, occupant, employee, agent, invitee, guest or visitor of such owner, a sum equal to the amount of the deductible charged by the insurer of the strata corporation as a result of the claim will be payable by the owner of the strata lot and will become due and payable on the first day of the month next following.

### **Continuing contravention**

- 3.2** If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven days, then a fine may be imposed every seven days.

## **PART 4 - Annual and Special General Meetings**

### **Person to chair meeting**

- 4.1**
- (1) Annual and special general meetings must be chaired by the president of the council.
  - (2) If the president of the council is unwilling or unable to act, then the meeting must be chaired by the vice president of the council.
  - (3) If neither the president nor the vice president of the council chairs the meeting, then a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

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

- 4.2**
- (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
  - (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the

chair of the meeting.

- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

## **Voting**

- 4.3**
- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
  - (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
  - (3) If a precise count is requested, then the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
  - (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
  - (5) If there is a tie vote at an annual or special general meeting, then 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.
  - (6) Despite anything in this bylaw, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
  - (7) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

## **Order of business**

**4.4** The order of business at annual and special general meetings is as follows:

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



- (l) deal with new business, including any matters about which notice has been given;
- (m) elect a council, if the meeting is an annual general meeting; and
- (n) terminate the meeting.

### **Electronic Attendance at Meetings**

**4.5** At the option of council, attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

## **PART 5 - Common Expenses**

### **Strata fees**

**5.1** The strata lot owners' contributions to the common expenses of the strata corporation will be levied in accordance with this bylaw.

### **Apportionment of common expenses**

**5.2** Common expenses will be apportioned in the following manner:

- (a) subject to bylaw 5.2(b), common expenses will be for the account of the strata corporation and will be allocated to all strata lots and will be borne by the owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation; and
- (b) common expenses attributable to any one strata lot will be allocated to such strata lot.

### **Payment of "non-common" expenses**

**5.3** In addition to the payments contemplated in bylaws 1.1(2) and 5.4, if a strata lot requires a utility or other service:

- (a) that is not supplied to all strata lots, then the cost will not be a common expense and if this utility is not separately metered or billed so as to measure the use thereof by the strata lot then the cost of such utility or service will be apportioned and charged to the strata lot by the strata corporation on such reasonable basis as it will determine; and
- (b) that is separately metered by individual strata lot, then the cost will not be a common expense, but to facilitate payment the strata corporation is hereby authorized pursuant to section 38(a) and 72(3) of the *Strata Property Act* (British Columbia) to assume responsibility for the maintenance of metered utilities and/or services to the strata development, if it so elects, and may enter into contracts with utility providers that provide for payment of metered utilities by the strata corporation which will then be allocated to individual owners on the basis of the meters.

**5.4** The cost to each owner of a strata lot of the electrical power supplied to it will be separately metered for that strata lot.

### **Expenses attributable to limited common property**

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

## **PART 6 - Bylaws Applicable to Residential Strata Lots**

### **Use of property**

- 6.1 An owner of a residential strata lot will not:

- (a) keep any animals or pets of any kind in his or her strata lot or on or about the common property, which includes the outside grounds of the strata plan, except in accordance with these bylaws and any rules and regulations established by the council from time to time;
- (b) use, or permit any occupant of his or her strata lot to use, his or her strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
- (c) make, cause or produce or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to make, cause or produce, undue noise, smell, vibration or glare in or about any strata lot or common property or to do anything which will interfere unreasonably with any other owner or occupant;
- (d) use, or permit any occupant of his or her strata lot or a tenant, employee, agent, invitee, guest or visitor of the owner or occupant to use, any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot or, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner or occupant;
- (e) obstruct or use, or permit any occupant of his or her strata lot or a tenant, employee, agent, invitee, guest or visitor of the owner or occupant to obstruct or use, the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
- (f) leave, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to leave, on the common property or any limited common property, any shopping cart or any other item designated from time to time by the council;
- (g) use, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to use, a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane or electricity and such propane or electricity powered barbecues, hibachis and other light cooking devices will not be used except in accordance with rules and regulations made by the strata corporation from time to time;

- (h) shake, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to shake, any mops or dusters of any kind, nor throw, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to throw, any refuse, out of the windows or doors or from the balcony of a strata lot;
- (i) do, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (j) permit a condition to exist within his or her strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (k) allow his or her strata lot to become unsanitary or a source of odour;
- (l) feed, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to feed, pigeons, gulls or other birds, squirrels, rodents or other animals from the strata lot or anywhere on or in close proximity to the common property or any limited common property, but this will not apply to a pet permitted to be kept in his or her strata lot pursuant to these bylaws and the rules and regulations made hereunder, which pet will be fed only in his or her strata lot;
- (m) install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to install, any window coverings, visible from the exterior of his or her strata lot which are different in size or colour from those of the original building specifications;
- (n) hang or display, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (o) use or install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant use or install, in or about the strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, or hard surface flooring, except those installations approved in writing by the council;
- (p) erect on or fasten to, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to erect on or fasten to, the strata lot, the common property or any limited common property any television or radio antenna, dish or similar structure or appurtenance thereto;
- (q) place, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (r) place, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to place any indoor-outdoor

- carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, summer furniture and accessories (subject to bylaw 7.2) nor install, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to install, any a hanging plants or baskets or other hanging items within three feet of a balcony railing line;
- (s) give, or permit any occupant of his or her strata lot to give, any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws;
  - (t) have, install or use a hot tub, jacuzzi, spa, whirlpool or swirlpool on the balcony, deck or patio of the strata lot or any area in the limited common property or the common property, without first obtaining the prior written approval of the council. This bylaw 6.1(t) shall not apply to penthouse strata lots 50, 51 and 52;
  - (u) alter or renovate his or her strata lot or install any device or material within or about his or her strata lot or the common property, including limited common property, such that such alteration, renovation or installation or use thereof causes or has the potential to cause unreasonable disturbance or unreasonably interferes with the comfort of any other owner, tenant or occupant; or
  - (v) alter or remove any carpeting or other floor covering from the floors of his or her strata lot without first obtaining the prior written approval of the council.
  - (w) use, or permit any occupant of his or her strata lot to use, a natural cut Christmas tree and shall not transport natural cut Christmas trees on any part of the common property. Residents may utilize natural potted trees or artificial trees. All artificial trees and decorations must be of fire retardant material which should be of sufficient quality to pass Fire Department inspection.

### **Use of limited common property**

- 6.2** Owners of residential strata lots which do not have enclosed balconies will not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner of the strata lot entitled to the use of the limited common property on which they are placed. Under no circumstances will an owner, tenant or occupant install a hook, hanger, bracket or other device to the exterior of the building which could potentially cause a breach of the integrity of the building envelope.

### **Garbage disposal**

- 6.3** An owner of a residential strata lot will remove ordinary household refuse and garbage from his or her strata lot and deposit it in the containers provided by the strata corporation

for that purpose; all garbage will be bagged and tied before so depositing and the owner will remove any materials other than ordinary household refuse and garbage from the strata plan property at his or her expense.

### **Bicycle storage**

- 6.4**
- (1) Bicycles are not permitted in elevators, hallways or any other indoor common areas, except to the extent necessary to access the strata lots and bicycle storage room(s). No bicycles are to be kept on balconies or patios; instead, they will be stored within the bicycle storage room(s) or such other area as may be prescribed by the council. All bicycles must enter or exit the building as required by the strata corporation.
  - (2) The council will, subject to the provisions of the Act, be responsible for the orderly administration of the use of spaces within the bicycle storage room(s). Such administration may also include, without limitation, the issuance of keys or security passes and rights to store additional bicycles within the bicycle storage room(s), including charging fees to users if approved by resolution of the strata corporation.
  - (3) Any owner, tenant, occupant of any strata lot or guest, employee, agent or invitee of any owner or occupant, that leaves any item anywhere on or in the common property or on any limited common property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.

### **Parking**

- 6.5**
- (1) As described in bylaw 1.3(5), a portion of the common property of the development comprising the underground parkade is subject to the Parking Lease. The parking stalls, kayak racks and storage lockers subject to the Parking Lease are within a secure area of the underground parkade (the "**Secured Stalls**") except for a portion of the parking stalls which are located in an unsecured area of the underground parkade (the "**Unsecured Stalls**").
  - (2) An owner, tenant or occupant of any strata lot must use parking stalls only for the parking of licensed and insured motor vehicles, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council. Notwithstanding the foregoing, an owner, tenant or occupant may store a boat trailer or other recreational vehicle within a parking stall if such boat trailer or other recreational vehicle fits within such parking stall without creating a danger or hazard to other users of the parking stalls and complies with all applicable bylaws, and provided that the owner, tenant or occupant, as the case may be, has obtained adequate insurance coverage in respect thereof.
  - (3) An owner of a residential strata lot will not:
    - (a) use, or permit any occupant of his or her strata lot to use, any parking space in the building or on the common property or on any limited common property, except a parking space leased by the owner or, when specifically agreed with another owner, a parking space leased by that other owner;

- (b) assign his or her interest in any Secured Stall to anyone other than an owner of a strata lot in the development (an interest in any Unsecured Stall may be assigned to any third party);
  - (c) carry out, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
  - (d) park, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to park any vehicle, in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and
  - (e) use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the council.
- (4) An owner, tenant or occupant of a residential strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property as a result of any activity prohibited by these bylaws.
- (5) A certain number of the Secured Stalls (the "**Handicapped Stalls**") are designated as handicapped stalls on the parking plan attached as Schedule A to the Parking Lease. A handicapped holder (the "**Handicapped Owner**") of an interest in a Secured Stall (the "**Non-Handicapped Stall**") that is not a Handicapped Stall may request that the strata corporation allocate him or her a Handicapped Stall in accordance with the procedure set out below. If the strata corporation receives a written request from a Handicapped Owner for such a re-allocation, then the strata corporation will require that a non-handicapped holder (the "**Non-Handicapped Owner**") with an interest in a Handicapped Stall, if any, exchange his or her interest in the Handicapped Stall with the Handicapped Owner for his or her interest in the Non-Handicapped Stall for no consideration. Such an exchange will be accomplished by the Non-Handicapped Owner partially assigning his or her interest in the Parking Lease to the Handicapped Owner in respect of the Handicapped Stall, and the Handicapped Owner partially assigning his or her interest in the Parking Lease to the Non-Handicapped Owner in respect of the Non handicapped Stall. The Non-Handicapped Owner and the Handicapped Owner will each execute a partial assignment of his or her interest in the Parking Lease in favour of the other substantially in the form attached as Schedule B to the Parking Lease.
- (6) At least one of the outdoor parking stalls will be a Community Amenity under the control of the Community Association and any Unsecured Stalls may be assigned to the Community Association. The Community Association may authorize any person (including any car share cooperative operating within Dockside Green from time to time) to use any such outdoor parking stalls and any such Unsecured Stalls and may mark any such outdoor parking stalls and any such Unsecured Stalls as for the sole use of whatever person the Community Association has authorized to use them.

## Moving in or out of the building

- 6.6** (1) When moving into or out of any strata lot, moving trucks and vans must in all cases be parked in a manner that does not impede traffic into or out of the buildings nor block fire access lanes.
- (2) For the purposes of this bylaw:
- a. "Change in Occupancy" means a change in the person or persons residing in, or occupying the strata lot overnight under a license of occupancy, that does not involve the movement of furniture, or appliances into or out of the building;
  - b. "Move" means a change in the person or persons residing in, or occupying a strata lot under a residential tenancy agreement or lease, that does involve the movement of furniture or appliances into or out of the building;
  - c. "Renovation" means the alteration to a strata lot, limited common property or common property by an owner that involves the movement of construction material, waste or debris into or out of the building.
- (3) Before a Change in Occupancy, Move or Renovation, owners must:
- a. Provide a minimum of 72 hours written notice to the Property Management company or the Council.
  - b. In the case of a Change of Occupancy advise the Council of the names of the new occupants, and pay a non-refundable fee of \$50 to the Council;
  - c. In the case of a Move, advise the Council of the names of the new owners, occupants or tenants and pay a non-refundable fee of \$50 to the Council.
  - d. In the case of a Renovation, pay a non-refundable fee of \$100 to the Council.
  - e. In the case of a Move or Renovation:
    - i. obtain the elevator key from the Council;
    - ii. arrange with the Council to install the padded curtain in the elevator;
    - iii. note any existing damage to the elevator, walls, fixtures and carpets and report these to any member of the Council, or Property Management company prior to the Move, or Renovation.
- (4) During a Move, or Renovation, owners, tenants and occupants must:
- a. Ensure that security is maintained and that the front door is not left open and unattended.
  - b. Gather belongings in the hallway outside the elevator prior to loading.
  - c. Lock off the elevator using the elevator key only during the time it takes to load from the hallway, then unload into the next hallway or lobby, (the elevator doors must not be propped open);
  - d. Turn the elevator on again between loads and
  - e. Not store or leave personal property in common areas except when loading or unloading the elevator.
- (5) Following the completion of a Move, or Renovation, owners, tenants, and occupants must:
- a. Remove the padded curtain from the elevator, fold it and return it to the Council;
  - b. Inspect the elevator, walls, fixtures and carpets for any damage with one member of the Council.
  - c. Return elevator keys to any Council member.
- (6) Owners, tenants, and occupants shall either remove cardboard containers or collapse and dispose of them in the appropriate recycling or garbage bin in the garbage room.

- (7) Owners, occupants and tenants may only perform Moves between 8:00 a.m. and 8:00 p.m. daily.
- (8) Owners, occupants and tenants may only perform Renovations between 8:00 a.m. and 5:00 p.m. Monday to Friday.
- (9) If the common property of the Strata Corporation is damaged as a result of a Move, or Renovation, the Council may repair such damage and recover the reasonable costs of such repairs from the owner, tenant or occupant responsible for the damage in accordance with section 133 of the Strata Property Act. The costs charged to the owner may include the payment of legal costs, if any, incurred by the Council on a solicitor and own client basis

## Rentals

- 6.7**
- (1) Before a tenant may move into any strata lot, the owner will deliver or cause to be delivered to the strata corporation a Notice of Tenant Responsibilities in Form K under the Act.
  - (2) An owner will advise the council in writing of the time and date that any tenant intends to move in or out of the strata lot, at least seven days in advance and will make arrangements with the manager of the building to co-ordinate any such move in accordance with bylaw 6.6.
  - (3) It is intended that up to nine residential strata lots in the development (collectively, the "**Market Affordable Strata Lots**") may be sold to one or more qualified buyers and held by them and such strata lots shall be owner/occupied units only, and shall not be used for rental purposes.
  - (4) It is intended that no fewer than 17 of the residential strata lots (ie. 20% of the residential strata lots) will be permitted to be rented to tenants at any time. The strata corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the ability of owners to rent to tenants no fewer than 17 of the residential strata lots at any time.
  - (5) Bylaws 6.7(3), (4) and this (5) may not be amended, modified, repealed or replaced, in whole or in part, except by a unanimous vote of the owners of the strata corporation.

## Selling of strata lots

- 6.8**
- (1) An owner of a residential strata lot, when selling his or her strata lot, will not permit "For Sale" signs to be placed on or about the common property except on a signage board located near the entrance to the building (if any such signage board is provided for such purpose) which is designated for such purpose.
  - (2) An owner of a residential strata lot, when selling his or her strata lot, will not hold or permit to be held, any public open house except in the manner prescribed by the council. One open house for agents will be allowed per listing. Unless the council otherwise prescribes, all showings must be by appointment only.

## PART 7 - Bylaws Applicable to Non-Residential Strata Lots

### Garbage disposal

- 7.1** The owner of a non-residential strata lot will remove or cause to be removed all refuse



and garbage from the strata lot and deposit it or cause it to be deposited in the containers provided by the strata corporation for that purpose.

### **Signs and displays**

- 7.2** (1) The owner of a non-residential strata lot may install signs or notices within a non-residential strata lot so as to be visible from the exterior of such strata lot and on the exterior of such strata lot, on the condition that the size and design of such signs or notices:
- (a) have received any approvals required from applicable governmental authorities; and
  - (b) are in keeping with the overall presentation of the development in terms of quality, design and colour.
- (2) All such signs and notices will be installed and maintained at the sole expense and risk of the owner of a non-residential strata lot and such owner will take out and maintain insurance for such signage as a reasonable owner displaying similar signage would obtain.
- (3) The owner of a non-residential strata lot may install displays in its strata lot which is visible from the exterior of the strata lot, provided such displays are of professional display quality, face the windows, are constructed from new materials and are maintained in first class condition.

### **Awnings and Exterior Alterations**

- 7.3** The owner of a non-residential strata lot will obtain the written permission of the strata council before undertaking alterations to the exterior or structure of any strata lot, which permission will not be unreasonably withheld.

### **Use of non-residential strata lots**

- 7.4** (1) The owner of a non-residential strata lot will be entitled to grant, appurtenant to any lease of such strata lot, a license or other right to use the limited common property designated for exclusive use by the owner of such strata lot and the owner will be entitled to retain for his or her sole account any consideration received with respect to such license or other right.
- (2) It is acknowledged and confirmed that any owner or occupant of a non-residential strata lot who installs, maintains and operates at 99% efficiency an economizer or electrostatic precipitator in the exhaust system for its strata lot will be deemed not to violate these bylaws as a result of the emission of any odours from its exhaust system.
- (3) The owner of a non-residential strata lot will not use, or permit any occupant of such strata lot to use, such strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 11:00 p.m. and 6:00 a.m. or that encourages loitering by persons in or about the strata lot or common property.
- (4) A non-residential strata lot, or any portion thereof, shall not be used for the following purposes:
- (i) a private auction or a fire, bulk, or bankruptcy sale or auction, other than

- a bulk sale to a purchaser of the strata lot;
  - (ii) a store for the sale of second hand goods or surplus articles, insurance salvage stock, fire sale or bankruptcy stock;
  - (iii) a business which, because of the merchandising methods likely to be used, would tend to lower the character of the strata development,
  - (iv) an operation in any line of merchandise which makes a practice of unethical or deceptive advertising or selling procedures; or
  - (v) sleeping apartments or lodging rooms.
- (5) A non-residential strata lot, or any portion thereof, may only be used in accordance with applicable governmental zoning bylaws and rules and regulations in effect from time to time.

### **Bylaw restrictions**

- 7.5**
- (1) The strata corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the owner of a non-residential strata lot from fully utilizing a non-residential strata lot for commercial purposes in accordance with the applicable governmental zoning bylaws and rules and regulations in effect from time to time, provided that the activity carried on in the non-residential strata lot is not a breach of these bylaws.
  - (2) The strata corporation will not pass any bylaws or rules which restrict the hours of operation of any business carried on within a non-residential strata lot.
  - (3) The strata corporation will not pass any bylaws or rules which prohibit, prevent or impair the ability of an owner or occupant of a non-residential strata lot from leasing, subleasing, granting a licence, entering into any lease, sublease, or license arrangement with respect to the use of a non-residential strata lot.
  - (4) The strata corporation will not pass any bylaws or rules, grant any rights to exclusive use or designate any areas as limited common property where such bylaw or rule, or such grant or designation will limit access to, impair the visibility of or obstruct the non-residential strata lots or otherwise have a negative impact on the businesses carried on in and from the non-residential strata lots or that unreasonably discriminate against the owner or occupant of a particular non-residential strata lot.
  - (5) Any amendments to bylaws 7.5(1) to (5) inclusive may only be made with the written consent of all the owners of the non-residential strata lots.

## **PART 8 - Voluntary Dispute Resolution**

### **Voluntary dispute resolution**

- 8.1**
- (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
    - (a) all the parties to the dispute consent; and
    - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
  - (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.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

### **PART 9 - Marketing Activities by Owner Developer for Display Lot**

#### **Marketing activities**

- 9.1** During the time that the owner developer of the strata corporation is a first owner of any strata lot, it will have the right to maintain any such strata lot or strata lots, whether owned or leased by it, as a display lot or lots, and to carry on sales functions, including, without limitation, placing and displaying of signs, the advertising and holding of special promotions and open houses and other marketing events, it considers necessary in order to enable it to sell such strata lot or strata lots.

### **PART 10 – Strata Storage Rooms**

- 10.1** (1) Strata-owned storage rooms may be rented on a month-to-month basis at a rate determined by the Strata Council from time-to-time. Application to use a Strata-owned storage room shall be made in writing to Strata Council. When a storage room becomes available, the Strata Council shall satisfy applications on first-come, first-serve basis, with applications from owners being considered first.
- (2) A resident shall not be permitted to (continue to) rent more than one Strata-owned storage room when there is an unfulfilled application from another resident, whether an owner or a tenant, who is not currently renting a Strata-owned storage room.

Use of Strata-owned storage rooms are not transferable by any owner or resident and the right of a particular strata lot to use a Strata-owned storage room will terminate when the unit transfers ownership.”

### **PART 11 – Quorum of General Meetings**

#### **11.1 Quorum – General Meetings**

Notwithstanding section 48(3) of the Strata Property Act, if within a 1/2 hour of the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further 1/2 hour and if within one hour from the time originally appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.”

### **PART 12 – Rooftop Garden Plots**

- 12.1** (1) Strata-owned garden plots may be rented on a month-to-month basis at a rate determined by the Strata Council from time-to-time. Application to use a Strata-owned garden plot shall be made in writing to the Strata Council or designate.

When a plot becomes available, the Strata Council shall satisfy applications on first-come, first-served basis, with applications from owners being considered first..

- (2) The resident(s) of a unit shall not be permitted to rent, or to continue to rent, more than one Strata-owned garden plot when there is an unfulfilled application from another resident, whether an owner or a tenant, who is not currently renting a Strata-owned garden plot.
- (3) Use of a Strata-owned garden plot is not transferable by any owner or resident and the right of a particular strata lot to use a Strata-owned garden plot will terminate when the unit transfers ownership, or when a tenancy is terminated, or when s. (4) is applied.
- (4) A resident shall not be permitted to continue renting a Strata-owned garden plot if, in the opinion of the Strata Council, the plot is unused or insufficiently maintained.

### **PART 13 – Kayak Racks**

- 13.1** (1) Strata-assigned kayak racks may be rented on a month-to-month basis at a rate determined by the Strata Council from time-to-time. Application to use a Strata-assigned kayak rack shall be made in writing to the Strata Council or designate. When a rack becomes available, the Strata Council shall satisfy applications on first-come, first-served basis, with applications from owners being considered first.
- (2) The resident(s) of a unit shall not be permitted to rent, or to continue renting, more than one Strata-assigned kayak rack when there is an unfulfilled application from another resident, whether an owner or a tenant, who is not currently renting a Strata-assigned kayak rack.
  - (3) Use of a Strata-assigned kayak rack is not transferable by any owner or resident and the right of a particular strata lot to use a Strata-assigned kayak rack will terminate when the unit transfers ownership, or when a tenancy is terminated, or when s. (4) is applied.
  - (4) A resident shall not be permitted to continue renting a Strata-assigned kayak rack if, in the opinion of the Strata Council, the boat on the rack is unused or insufficiently maintained.

### **PART 14 – Visitor Parking**

- 14.1** The strata council may designate certain common property parking stalls as visitor parking stalls for visitor parking (the "Visitor Parking). Visitor Parking is intended to be used for short-term parking subject to the following:
- (a) Owners, occupants and tenants must not park or leave their vehicles in Visitor Parking
  - (b) All vehicles parked in Visitor Parking must display a valid strata-provided parking pass at all times; and
  - (c) A vehicle must not be parked in Visitor Parking for more than seven (7) days in any thirty-day period without the express written consent of the strata council.
- 14.2** Vehicles parked in contravention of this bylaw may be towed away without notice
- 14.3** The owner or tenant who caused or permitted the infraction of these bylaws shall

indemnify the strata corporation and save it harmless from and against all costs incurred by the strata corporation, including towing costs, legal costs, as between a solicitor and his own client, and any other reasonable costs.

Supplied to StrataDocs on 2018/08/10  
Ordered by Ron Neal on 2019/09/23

**Strata Property Act**

**FORM I**

**AMENDMENTS TO BYLAWS**

(Section 128)

The Owners, Strata Plan VIS6511 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with Section 128 of the Strata Property Act at an Annual General Meeting held on June 29, 2016.

**Resolution:**

**BE IT RESOLVED BY A ¾ VOTE OF THE RESIDENTIAL OWNERS OF STRATA PLAN VIS6511 AND A ¾ VOTE OF THE COMMERCIAL OWNERS OF STRATA PLAN VIS6511 THAT the bylaws of the Strata Corporation be and are hereby amended to include the following bylaw as bylaw 14.1:**

**PART 14 – Visitor Parking**

- 14.1 The strata council may designate certain common property parking stalls as visitor parking stalls for visitor parking (the "Visitor Parking). Visitor Parking is intended to be used for short-term parking subject to the following:**
- (a) Owners, occupants and tenants must not park or leave their vehicles in Visitor Parking**
  - (b) All vehicles parked in Visitor Parking must display a valid strata-provided parking pass at all times; and**
  - (c) A vehicle must not be parked in Visitor Parking for more than seven (7) days in any thirty-day period without the express written consent of the strata council.**
- 14.2 Vehicles parked in contravention of this bylaw may be towed away without notice**
- 14.3 The owner or tenant who caused or permitted the infraction of these bylaws shall indemnify the strata corporation and save it harmless from and against all costs incurred by the strata corporation, including towing costs, legal costs, as between a solicitor and his own client, and any other reasonable costs.**

A revised set of bylaws, incorporating these amendments, is attached.

  
Signature of Council Member

  
Signature of Second Council Member

Date: July 27, 2016

# BYLAWS – Synergy

## PART 1 - Duties of Owners of all Strata Lots, Tenants, Occupants and Visitors

### Payment of fees

- 1.1 (1) An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate. The strata fees will be made up of the fees owing to the strata corporation as set out in the approved budget. For strata lots 50, 51 and 52 inclusive, the strata fees will include any amounts attributable to the strata corporation's maintenance and repair of the rooftop garden areas designated as limited common property for the use of the owners of such strata lots, as such amounts are set out in the approved budget.
- (2) The strata corporation will be entitled to collect from the owners as-part of their strata fees all amounts payable under the statutory right of way and rent charge in favour of Dockside Green (Victoria) Society, registered under numbers FB 39583 and FB 39584 respectively, and the charges in favour of the sewer service provider and operator of the biomass facility, registered under numbers FB150891, FB150892; and FB150893, respectively, as amended, superseded and replaced at any time and from time to time, such amounts to be allocated to each strata lot (or, if there is no allocation to each strata lot by meter or otherwise, or if the allocation to the strata lots is not known, then based on unit entitlement), and the strata corporation will remit all amounts collected as required on behalf of the owners.
- (3) If an owner is late in paying his or her strata fees, then the owner must pay to the strata corporation interest on the late payment in-the amount of 10% per annum compounded annually, and allocated on a monthly basis commencing the date the payment was due and continuing until the last day of the month in which it is paid. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$50 for each month or portion thereof.
- (4) Any payments made by an owner will first be applied to the payment-of outstanding interest, fines and special levies, and secondly to the payment of outstanding strata fees.

### Repair and maintenance of property by owner

- 1.2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) 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) As provided in bylaw 2.1(c)(iii), the strata corporation will maintain and repair the rooftop garden areas designated as limited common property for strata lots 50, 51 and 52 inclusive. The owners of these strata lots are required to pay to the strata corporation the costs of such maintenance and repair.

### Use of property

- 1.3 (1) An owner, tenant, occupant, employee, agent, invitee, guest or visitor must not use a strata lot, the common property or common assets in a way that:

- (a) causes a nuisance, disturbance or hazard to another person;
  - (b) causes unreasonable or repetitive noise;
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
  - (d) is illegal, immoral or injurious to the reputation of the building; or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant, employee, agent, invitee, guest or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
  - (3) When the purpose for which a residential strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner will not use his or her strata lot for any other purpose, or permit it to be so used.
  - (4) An owner of a residential strata lot who has or installs hard floor surfaces such as hardwood floors or tile in his or her strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.
  - (5) Notwithstanding any other of these bylaws, the strata corporation and the owners acknowledge that the portion of the common property of the development comprising the parkade is subject to a lease (the "Parking Lease") granted by the owner developer to Dockside Green Parking Ltd., a copy of which lease has been provided to the strata corporation and, accordingly, such portion of the common property may only be used in accordance with the terms of the Parking Lease.

### **Inform strata corporation**

- 1.4 (1) Within two weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) Prior to a tenant occupying a strata lot, the owner must cause the tenant to inform the strata corporation of his or her name and to complete and deliver to council a Notice of Tenant Responsibilities in Form K under the Act.

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

- 1.5 (1) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;



- (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (d) doors, windows or skylights on the exterior of a building, or that front on the common property (e.g., adding security devices to the entrance door to a strata lot);
  - (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) parts of the strata lot which the strata corporation must insure under section 149 of the Act including, without limitation, fixtures installed by the owner developer as part of the original construction of a strata lot (e.g., the original wall to wall carpeting).
- (2) The strata corporation must not unreasonably withhold its approval under bylaw 1.5(1), but may require as a condition of its approval that the owner agree, in writing:
- (a) to take responsibility for any current and future expenses relating to the alteration; and
  - (b) to remove the alteration and restore the common property, if required by the strata corporation, prior to moving out of the strata lot.
- (3) An owner must not do, or permit any occupant of his or her strata lot or any tenant, occupant, employee, agent, invitee, guest or visitor of the owner or occupant to do, any act, nor alter, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to alter, his or her strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.

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

- 1.6**
- (1) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
  - (2) The strata corporation may require as a condition of its approval that the owner agree, in writing:
    - (a) to take responsibility for any current and future expenses relating to the alteration;
    - (b) to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration; and
    - (c) to remove the alteration and restore the common property, if required by strata corporation, to remove when sell and move.

### **No alteration of noise abatement components**

- 1.7**
- (1) In view of the requirements of the Master Development Agreement between the City of Victoria (the "City") and the owner developer dated September 7, 2005 and the "Design Guidelines for the Dockside Lands" dated September, 2005, and for reason of the development's close proximity to certain industrial

and commercial uses, and for reason of the provisions of the City's Noise Bylaw as they apply to the development lands, notwithstanding bylaws 1.5 and 1.6, no owner will remove or alter, and the strata corporation will not remove, alter or be required to approve removal or alteration of, any noise abatement or reduction building components incorporated into the original construction of the building.

- (2) Bylaws 1.7(1) and this (2) may not be amended, modified, repealed or replaced, in whole or in part, except by a unanimous vote of the owners of the strata corporation.

### **Permit entry to strata lot**

- 1.8** (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
  - (b) at a reasonable time, on 48 hours' written notice:
    - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act;
    - (ii) to ensure compliance with the Act and these bylaws; and
    - (iii) to obtain information respecting utility and water consumption which is measured in control meters within a strata lot to the extent that the strata corporation is authorized by these bylaws to pay for such utilities and water on behalf of the owners.
- (2) The notice referred to in bylaw 1.8(1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) In exercising its rights under this bylaw, the strata corporation will not unreasonably interfere with the operation of any occupant of a strata lot.

### **Compliance with bylaws**

- 1.9** An owner, tenant, occupant, employee, agent, invitee, guest or visitor must comply strictly with these bylaws and with any rules adopted by the strata corporation applicable to such owner from time to time.

### **Pets**

- 1.10** (1) An owner, tenant or occupant that keeps a pet must comply with these bylaws and any rules enacted by the council on behalf of the strata corporation with respect to the keeping of pets.
- (2) An owner or occupant of a residential strata lot that keeps a dog, cat or other non-caged animal in his or her strata lot, either permanently or temporarily, will register that pet with the council by providing to the council a written notice, signed by the owner setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet

(when the pet is required to be licensed), and will only keep a pet in his or her strata lot in compliance with these bylaws.

- (3) An owner, tenant, occupant, employee or visitor must ensure that all animals are leashed or otherwise secured and under the control of a responsible adult when on the common property or on land that is a common asset.
- (4) No owner or occupant of a strata lot will permit his or her pet to urinate or defecate on the common property or on any limited common property, and if any pet does urinate or defecate on the common property or on any limited common property, then the owner or occupant will immediately and completely remove all of his or her pet's waste from the common property or limited common property, as the case may be, and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation:
  - (a) any special cleaning is required as a result of the pet urinating or defecating, then the owner or occupant will pay all costs of such special cleaning; or
  - (b) replacement of the floor covering is necessary as a result of the pet urinating or defecating, then the owner or occupant will pay all costs of such replacement.
- (5) An owner of a strata lot whose guest, employee or invitee brings an animal or pet onto the common property or any limited common property will be responsible to ensure that the guest or invitee complies with all requirements of these bylaws as they relate to pets and will perform all of the duties and obligations with respect to that animal as set out in these bylaws as if the animal were one kept by the owner or occupant in his or her strata lot.
- (6) The strata corporation may:
  - (a) make, amend, rescind and enforce rules and regulations it considers necessary or desirable from time to time in relation to the terms and conditions under which any animal or type of animal may be permitted on the common property and the types of pet permitted to be on the common property and, for this purpose, make different rules and regulations and different terms and conditions for different types of animals; and require removal by an owner or occupier of any residential strata lot of any pet or other animal kept by the owner or occupier in a strata lot if such pet or animal, in the opinion of the council, constitutes a nuisance to any owner or occupier of a strata lot, or causes danger or damage to any owner or occupier of a strata lot or to any property of the strata corporation or an owner or occupier of a strata lot.

### **Claims on insurance policies**

- 1.11** An owner, tenant or occupant must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on the insurance policy the strata corporation.

### **Boilers**

- 1.12** The strata corporation will quit claim and transfer the boilers in the Development to the owner developer, at the request of the owner developer, and allow the owner

developer to remove the boilers, without compensation to the strata corporation, if the owner developer constructs a waste wood co generation facility, decommissions the boilers and is able to provide hot water to the Development from the waste wood facility.

### **Reclaimed Water Use**

- 1.13** An owner, tenant or occupant must not modify the existing interior plumbing if such modifications relate to or impact the reclaimed water and potable water supply works within the Development, unless such modifications are carried out by certified plumbers familiar with reclaimed water use and potable water supply systems. A copy of the relevant communications materials approved by the Regional Environmental Protection Manager and the Chief Medical Health Officer of the Vancouver Island Health Authority regarding reclaimed water use will be provided by the strata corporation, upon request.

### **Smoking Prohibition**

- 1.14** (1) Smoking is prohibited:
- (a) in a strata lot;
  - (b) on limited common property decks, patios, balconies, stairs, roof gardens, roof decks, courtyards and parking spaces;
  - (c) in interior common property, including but not limited to hallways, elevators, parking garage, storage rooms, mechanical and electrical rooms; and
  - (d) on exterior common property within three metres of a door, window or air intake.

## **PART 2 - Powers and Duties of Strata Corporation and Council**

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

- 2.1** The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
  - (b) common property that has not been designated as limited common property;
  - (c) limited common property, but the duty to repair and maintain it is restricted to:
    - (i) repair *and* maintenance that in the ordinary course of events occurs less often than once a year,
    - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
      - (1) the structure of a building; 6
      - (2) the exterior of a building;
      - (3) chimneys, stairs, balconies and other things attached to the exterior of a building;
      - (4) doors, windows and skylights on the exterior of a building or that front on the common property; and

- (5) fences, railings and similar structures that enclose patios, balconies and yards; and
- (iii) the rooftop garden areas designated as limited common property for strata lots 50, 51 and 52 inclusive (the owners of such strata lots are required to pay the strata corporation for the costs of such repair and maintenance);
- (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) 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 the common property; and
  - (v) fences, railings and similar structures that enclose patios, balconies and yards; and
- (e) the landscaping originally installed by the City between the lands on which the development is situated and Harbour Road.

### **Council size**

**2.2** The council must have at least three and not more than seven members.

### **Council members' terms**

- 2.3**
- (1) Members of the council shall serve for a term of two (2) years, expiring at the second annual general meeting after their election, at which meeting their successors must be elected.
  - (2) Notwithstanding bylaw 2.3(1), half of the members of council elected at the 2009 annual general meeting, chosen by lot or agreement, shall serve for a term of one year only. Thereafter members of the council shall be elected to hold office for a period of two (2) years; vacancies shall be filled in alternate years with either three (3) or four (4) members being replaced by an election at each Annual General Meeting. When circumstances warrant, no more than two members may be elected to the council for a period of shorter than two years.
  - (3) A person whose term as council member is ending is eligible for re-election.

### **Removing council member**

- 2.4**
- (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.
  - (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
  - (3) 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

the Act.

### **Replacing council member**

- 2.5**
- (1) If a council member resigns or is unwilling or unable to act for a period of two or more months, then the remaining members of the council may appoint a replacement council member for the remainder of the term.
  - (2) A replacement council member may be appointed from any person eligible to sit on the council.
  - (3) The council may appoint a council member under this bylaw even if the absence of the member being replaced leaves the council without a quorum.
  - (4) If all the members of the council resign or are unwilling or unable to act for a period of two or more months, then 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.

### **Officers**

- 2.6**
- (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 and a vice president, and may elect a secretary and a treasurer.
  - (2) A person may hold more than one office at a time, other than the offices of president and vice president.
  - (3) The vice president has the powers and duties of the president:
    - (a) while the president is absent or is unwilling or unable to act; or
    - (b) for the remainder of the president's term if the president ceases to hold office.
  - (4) If an officer other than the president is unwilling or unable to act for a period of two or more months, then the council members may appoint a replacement officer from among themselves for the remainder of the term.

### **Calling council meetings**

- 2.7**
- (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.
  - (2) The notice referred to in bylaw 2.7(1) does not have to be in writing.
  - (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.

- (4) The council must inform owners about the council meeting as soon as feasible after the meeting has been called.

### **Requisition of council hearing**

- 2.8** (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- (2) If a hearing is requested under bylaw 2.8(1), then the council must hold a meeting to hear the applicant within one month of the request.
- (3) If the purpose of the hearing is to seek a decision of the council, then the council must give the applicant a written decision within one week of the hearing.

### **Quorum of council**

- 2.9** (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.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

### **Council meetings**

- 2.10** (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, then council members are deemed to be present in person.
- (3) Owners may not attend council meetings as observers unless council, in its sole discretion, agrees to permit members to attend.
- (4) Despite bylaw 2.10(3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings;
  - (b) rental restriction bylaw exemption hearings; and
  - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

### **Voting at council meetings**

- 2.11** (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, then the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council

meeting minutes.

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

**2.12** The council must inform owners of the minutes of all council meetings within two weeks of the meeting, whether or not the minutes have been approved.

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

- 2.13** (1) Subject to bylaws 2.13(2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (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 2.13(3).
- (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.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case:
- (a) whether a person has contravened a bylaw or rule;
  - (b) whether a person should be fined, and the amount of the fine; or
  - (c) whether a person should be denied access to a recreational facility.
- (5) Notwithstanding any other of these bylaws, the council and each owner acknowledges that the owner developer has established a non-profit community association (the "**Community Association**") to take responsibility for certain matters relating to the community amenities and certain utilities within Dockside Green (collectively, the "**Community Amenities**"), including those located on the common property of the development and consisting of, among other things, certain parking stalls in outdoor and/or unsecured parking areas, a greenway, pathways, water features and bike paths, and the council hereby delegates to the Community Association the authority to:
- (a) operate, manage and maintain the Community Amenities;
  - (b) prepare and administer a budget in respect of the operation, management and maintenance of the Community Amenities; and
  - (c) make reasonable rules and regulations for the control, maintenance and management of the Community Amenities.
- (6) Each owner acknowledges that the strata corporation is a member of the Community Association and each owner will cause the strata corporation to support the Community Association, pay any fees of the Community Association when due and comply with maintenance and construction



standards as may be adopted by the Community Association from time to time to maintain the environmentally-friendly character of the Dockside Green community.

- (7) Bylaws 2.13(5), (6) and this (7) may not be amended, modified, repealed or replaced, in whole or in part, except by a unanimous vote of the owners of the strata corporation.

### **Spending restrictions**

- 2.14 (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.
- (2) Despite bylaw 2.14(1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

### **Limitation on liability of council member**

- 2.15 (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.
- (2) Bylaw 2.15(1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

### **Consents**

- 2.16 (1) Any consent, approval or permission given under these bylaws by the council will be revocable at any time upon reasonable notice.
- (2) Notwithstanding any provision of the Act, the strata corporation may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

### **LEED Certification**

- 2.17 (1) The council and each owner acknowledge that the development is in the process of, or has been LEED certified and that they will use commercially reasonable efforts to, assist the developer in obtaining LEED certification, and if such certification has been obtained, to maintain such certification.

## **PART 3 - Enforcement of Bylaws and Rules**

### **Maximum fine**

- 3.1 (1) The strata corporation may fine an owner or tenant a maximum of:
  - (a) \$200 for each contravention of a bylaw; and
  - (b) \$50 for each contravention of a rule.
- (2) Each owner is responsible for payment, without invoice, of any money (other than

strata fees, but including special levies) owing to the strata corporation as provided for in the Act or these bylaws and if the owner fails to pay any money so owing within 15 days after the date such money becomes due, then the owner will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, then an additional fine of \$25.00 will be levied against and paid by the owner and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner.

- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established from time to time by the council pursuant to the Act or these bylaws, will become part of the assessment of the owner responsible and will become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.
- (4) Any costs or expenses incurred by the strata corporation as a result of an infraction or violation of the bylaws or any rules and regulations established under them, including but not limited to the full cost in repairing any damage to the plumbing, electrical and other systems of the building or other parts of the common property caused by the owner, his or her tenants, occupants, employees, agents, invitees, guests or visitors, will be charged to that owner and will be payable on or before the first day of the month next following the date on which the costs or expenses are incurred.
- (5) Where any claim has been made against the insurance policy of the strata corporation as a result of a violation of any of the bylaws or any rule or regulation which may be established from time to time by the council pursuant to the Act or the bylaws, by any owner or any tenant, occupant, employee, agent, invitee, guest or visitor of such owner, a sum equal to the amount of the deductible charged by the insurer of the strata corporation as a result of the claim will be payable by the owner of the strata lot and will become due and payable on the first day of the month next following.

### **Continuing contravention**

- 3.2** If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven days, then a fine may be imposed every seven days.

## **PART 4 - Annual and Special General Meetings**

### **Person to chair meeting**

- 4.1** (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, then the meeting must be chaired by the vice president of the council.

- (3) If neither the president nor the vice president of the council chairs the meeting, then a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

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

- 4.2 (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

#### **Voting**

- 4.3 (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
- (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
- (3) If a precise count is requested, then the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
- (5) If there is a tie vote at an annual or special general meeting, then 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.
- (6) Despite anything in this bylaw, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (7) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

#### **Order of business**

- 4.4 The order of business at annual and special general meetings is as follows:
  - (a) certify proxies and corporate representatives and issue voting cards;
  - (b) determine that there is a quorum;
  - (c) elect a person to chair the meeting, if necessary;
  - (d) present to the meeting proof of notice of meeting or waiver of notice;
  - (e) approve the agenda;
  - (f) approve minutes from the last annual or special general meeting;
  - (g) deal with unfinished business;

- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation;
- (j) report on insurance coverage, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given;
- (m) elect a council, if the meeting is an annual general meeting; and
- (n) terminate the meeting.

### **Electronic Attendance at Meetings**

**4.5** At the option of council, attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

## **PART 5 - Common Expenses**

### **Strata fees**

**5.1** The strata lot owners' contributions to the common expenses of the strata corporation will be levied in accordance with this bylaw.

### **Apportionment of common expenses**

**5.2** Common expenses will be apportioned in the following manner:

- (a) subject to bylaw 5.2(b), common expenses will be for the account of the strata corporation and will be allocated to all strata lots and will be borne by the owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation; and
- (b) common expenses attributable to any one strata lot will be allocated to such strata lot.

### **Payment of "non-common" expenses**

**5.3** In addition to the payments contemplated in bylaws 1.1(2) and 5.4, if a strata lot requires a utility or other service:

- (a) that is not supplied to all strata lots, then the cost will not be a common expense and if this utility is not separately metered or billed so as to measure the use thereof by the strata lot then the cost of such utility or service will be apportioned and charged to the strata lot by the strata corporation on such reasonable basis as it will determine; and
- (b) that is separately metered by individual strata lot, then the cost will not be a common expense, but to facilitate payment the strata corporation is

hereby authorized pursuant to section 38(a) and 72(3) of the *Strata Property Act* (British Columbia) to assume responsibility for the maintenance of metered utilities and/or services to the strata development, if it so elects, and may enter into contracts with utility providers that provide for payment of metered utilities by the strata corporation which will then be allocated to individual owners on the basis of the meters.

- 5.4** The cost to each owner of a strata lot of the electrical power supplied to it will be separately metered for that strata lot.

#### **Expenses attributable to limited common property**

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

### **PART 6 - Bylaws Applicable to Residential Strata Lots**

#### **Use of property**

- 6.1** An owner of a residential strata lot will not:

- (a) keep any animals or pets of any kind in his or her strata lot or on or about the common property, which includes the outside grounds of the strata plan, except in accordance with these bylaws and any rules and regulations established by the council from time to time;
- (b) use, or permit any occupant of his or her strata lot to use, his or her strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
- (c) make, cause or produce or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to make, cause or produce, undue noise, smell, vibration or glare in or about any strata lot or common property or to do anything which will interfere unreasonably with any other owner or occupant;
- (d) use, or permit any occupant of his or her strata lot or a tenant, employee, agent, invitee, guest or visitor of the owner or occupant to use, any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot or, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner or occupant;
- (e) obstruct or use, or permit any occupant of his or her strata lot or a tenant, employee, agent, invitee, guest or visitor of the owner or occupant to obstruct or use, the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
- (f) leave, or permit any occupant of his or her strata lot or any tenant,

employee, agent, invitee, guest or visitor of the owner or occupant to leave, on the common property or any limited common property, any shopping cart or any other item designated from time to time by the council;

- (g) use, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to use, a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane or electricity and such propane or electricity powered barbecues, hibachis and other light cooking devices will not be used except in accordance with rules and regulations made by the strata corporation from time to time;
- (h) shake, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to shake, any mops or dusters of any kind, nor throw, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to throw, any refuse, out of the windows or doors or from the balcony of a strata lot;
- (i) do, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (j) permit a condition to exist within his or her strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
- (k) allow his or her strata lot to become unsanitary or a source of odour;
- (l) feed, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to feed, pigeons, gulls or other birds, squirrels, rodents or other animals from the strata lot or anywhere on or in close proximity to the common property or any limited common property, but this will not apply to a pet permitted to be kept in his or her strata lot pursuant to these bylaws and the rules and regulations made hereunder, which pet will be fed only in his or her strata lot;
- (m) install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to install, any window coverings, visible from the exterior of his or her strata lot which are different in size or colour from those of the original building specifications;
- (n) hang or display, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
- (o) use or install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant use or install, in or about the strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning

devices, or hard surface flooring, except those installations approved in writing by the council;

- (p) erect on or fasten to, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to erect on or fasten to, the strata lot, the common property or any limited common property any television or radio antenna, dish or similar structure or appurtenance thereto;
- (q) place, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (r) place, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, summer furniture and accessories (subject to bylaw 7.2) nor install, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to install, any a hanging plants or baskets or other hanging items within three feet of a balcony railing line;
- (s) give, or permit any occupant of his or her strata lot to give, any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws;
- (t) have, install or use a hot tub, jacuzzi, spa, whirlpool or swirlpool on the balcony, deck or patio of the strata lot or any area in the limited common property or the common property, without first obtaining the prior written approval of the council. This bylaw 6.1(t) shall not apply to penthouse strata lots 50, 51 and 52;
- (u) alter or renovate his or her strata lot or install any device or material within or about his or her strata lot or the common property, including limited common property, such that such alteration, renovation or installation or use thereof causes or has the potential to cause unreasonable disturbance or unreasonably interferes with the comfort of any other owner, tenant or occupant; or
- (v) alter or remove any carpeting or other floor covering from the floors of his or her strata lot without first obtaining the prior written approval of the council.
- (w) use, or permit any occupant of his or her strata lot to use, a natural cut Christmas tree and shall not transport natural cut Christmas trees on any part of the common property. Residents may utilize natural potted trees or artificial trees. All artificial trees and decorations must be of fire retardant material which should be of sufficient quality to pass Fire Department inspection.

### **Use of limited common property**

- 6.2 Owners of residential strata lots which do not have enclosed balconies will not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner of the strata lot entitled to the use of the limited common property on which they are placed. Under no circumstances will an owner, tenant or occupant install a hook, hanger, bracket or other device to the exterior of the building which could potentially cause a breach of the integrity of the building envelope.

### **Garbage disposal**

- 6.3 An owner of a residential strata lot will remove ordinary household refuse and garbage from his or her strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage will be bagged and tied before so depositing and the owner will remove any materials other than ordinary household refuse and garbage from the strata plan property at his or her expense.

### **Bicycle storage**

- 6.4 (1) Bicycles are not permitted in elevators, hallways or any other indoor common areas, except to the extent necessary to access the strata lots and bicycle storage room(s). No bicycles are to be kept on balconies or patios; instead, they will be stored within the bicycle storage room(s) or such other area as may be prescribed by the council. All bicycles must enter or exit the building as required by the strata corporation.
- (2) The council will, subject to the provisions of the Act, be responsible for the orderly administration of the use of spaces within the bicycle storage room(s). Such administration may also include, without limitation, the issuance of keys or security passes and rights to store additional bicycles within the bicycle storage room(s), including charging fees to users if approved by resolution of the strata corporation.
- (3) Any owner, tenant, occupant of any strata lot or guest, employee, agent or invitee of any owner or occupant, that leaves any item anywhere on or in the common property or on any limited common property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.

### **Parking**

- 6.5 (1) As described in bylaw 1.3(5), a portion of the common property of the development comprising the underground parkade is subject to the Parking Lease. The parking stalls, kayak racks and storage lockers subject to the Parking Lease are within a secure area of the underground parkade (the "**Secured Stalls**") except for a portion of the parking stalls which are located in an unsecured area of the underground parkade (the "**Unsecured Stalls**").
- (2) An owner, tenant or occupant of any strata lot must use parking stalls only for the parking of licensed and insured motor vehicles, motorcycles or bicycles,



and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council. Notwithstanding the foregoing, an owner, tenant or occupant may store a boat trailer or other recreational vehicle within a parking stall if such boat trailer or other recreational vehicle fits within such parking stall without creating a danger or hazard to other users of the parking stalls and complies with all applicable bylaws, and provided that the owner, tenant or occupant, as the case may be, has obtained adequate insurance coverage in respect thereof.

- (3) An owner of a residential strata lot will not:
  - (a) use, or permit any occupant of his or her strata lot to use, any parking space in the building or on the common property or on any limited common property, except a parking space leased by the owner or, when specifically agreed with another owner, a parking space leased by that other owner;
  - (b) assign his or her interest in any Secured Stall to anyone other than an owner of a strata lot in the development (an interest in any Unsecured Stall may be assigned to any third party);
  - (c) carry out, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
  - (d) park, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to park any vehicle, in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and
  - (e) use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the council.
- (4) An owner, tenant or occupant of a residential strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property as a result of any activity prohibited by these bylaws.
- (5) A certain number of the Secured Stalls (the "**Handicapped Stalls**") are designated as handicapped stalls on the parking plan attached as Schedule A to the Parking Lease. A handicapped holder (the "**Handicapped Owner**") of an interest in a Secured Stall (the "**Non-Handicapped Stall**") that is not a Handicapped Stall may request that the strata corporation allocate him or her a Handicapped Stall in accordance with the procedure set out below. If the strata corporation receives a written request from a Handicapped Owner for such a re-allocation, then the strata corporation will require that a non-handicapped holder (the "**Non-Handicapped Owner**") with an interest in a Handicapped Stall, if any, exchange his or her interest in the Handicapped Stall with the Handicapped Owner for his or her interest in the Non-Handicapped Stall for no consideration. Such an exchange will be accomplished by the Non-Handicapped Owner partially assigning his or her interest in the Parking Lease to the Handicapped Owner in respect of the Handicapped Stall, and the

Handicapped Owner partially assigning his or her interest in the Parking Lease to the Non-Handicapped Owner in respect of the Non handicapped Stall. The Non-Handicapped Owner and the Handicapped Owner will each execute a partial assignment of his or her interest in the Parking Lease in favour of the other substantially in the form attached as Schedule B to the Parking Lease.

- (6) At least one of the outdoor parking stalls will be a Community Amenity under the control of the Community Association and any Unsecured Stalls may be assigned to the Community Association. The Community Association may authorize any person (including any car share cooperative operating within Dockside Green from time to time) to use any such outdoor parking stalls and any such Unsecured Stalls and may mark any such outdoor parking stalls and any such Unsecured Stalls as for the sole use of whatever person the Community Association has authorized to use them.

### Move in / move out

- 6.6**
- (1) The strata corporation may regulate the times and manner in which any moves into or out of residential strata lots may be made and require that such moves be co-ordinated with the manager of the building at least seven days in advance of such moves, or such lesser period as the council may, in its sole discretion, permit, provided that if an owner carries out, or permits any tenant or occupant, or any guest, employee, agent or invitee of the owner or his or her tenant or an occupant of the strata lot, to carry out, any move into or out of his or her strata lot otherwise than in accordance with such prior arrangements made with the manager of the building, then the owner will be subject to a fine of \$100.00, such fine to be paid on or before the due date of the next monthly assessment payable by such owner.
  - (2) An owner of a residential strata lot must notify the strata corporation in advance of the date and time that the owner or an occupant of his or her strata lot will be moving into or out of the strata lot.
  - (3) The owner of a Strata Lot must pay the strata corporation a fee of \$100.00 whenever the owner or a tenant of the owner moves into or out of the complex, to cover the general wear and tear and additional maintenance of the hallways, elevators and foyer caused during a move. This fee shall be paid prior or concurrently with the time of the move.

### Rentals

- 6.7**
- (1) Before a tenant may move into any strata lot, the owner will deliver or cause to be delivered to the strata corporation a Notice of Tenant Responsibilities in Form K under the Act.
  - (2) An owner will advise the council in writing of the time and date that any tenant intends to move in or out of the strata lot, at least seven days in advance and will make arrangements with the manager of the building to co-ordinate any such move in accordance with bylaw 6.6.
  - (3) It is intended that up to nine residential strata lots in the development (collectively, the "**Market Affordable Strata Lots**") may be sold to one or more qualified buyers and held by them and such strata lots shall be owner/occupied units only, and shall not be used for rental purposes.

- (4) It is intended that no fewer than 17 of the residential strata lots (ie. 20% of the residential strata lots) will be permitted to be rented to tenants at any time. The strata corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the ability of owners to rent to tenants no fewer than 17 of the residential strata lots at any time.
- (5) Bylaws 6.7(3), (4) and this (5) may not be amended, modified, repealed or replaced, in whole or in part, except by a unanimous vote of the owners of the strata corporation.

### **Selling of strata lots**

- 6.8** (1) An owner of a residential strata lot, when selling his or her strata lot, will not permit "For Sale" signs to be placed on or about the common property except on a signage board located near the entrance to the building (if any such signage board is provided for such purpose) which is designated for such purpose.
- (2) An owner of a residential strata lot, when selling his or her strata lot, will not hold or permit to be held, any public open house except in the manner prescribed by the council. One open house for agents will be allowed per listing. Unless the council otherwise prescribes, all showings must be by appointment only.

## **PART 7 - Bylaws Applicable to Non-Residential Strata Lots**

### **Garbage disposal**

- 7.1** The owner of a non-residential strata lot will remove or cause to be removed all refuse and garbage from the strata lot and deposit it or cause it to be deposited in the containers provided by the strata corporation for that purpose.

### **Signs and displays**

- 7.2** (1) The owner of a non-residential strata lot may install signs or notices within a non-residential strata lot so as to be visible from the exterior of such strata lot and on the exterior of such strata lot, on the condition that the size and design of such signs or notices:
- (a) have received any approvals required from applicable governmental authorities; and
  - (b) are in keeping with the overall presentation of the development in terms of quality, design and colour.
- (2) All such signs and notices will be installed and maintained at the sole expense and risk of the owner of a non-residential strata lot and such owner will take out and maintain insurance for such signage as a reasonable owner displaying similar signage would obtain.
- (3) The owner of a non-residential strata lot may install displays in its strata lot which is visible from the exterior of the strata lot, provided such displays are of professional display quality, face the windows, are constructed from new materials and are maintained in first class condition.

## **Awnings and Exterior Alterations**

- 7.3** The owner of a non-residential strata lot will obtain the written permission of the strata council before undertaking alterations to the exterior or structure of any strata lot, which permission will not be unreasonably withheld.

## **Use of non-residential strata lots**

- 7.4** (1) The owner of a non-residential strata lot will be entitled to grant, appurtenant to any lease of such strata lot, a license or other right to use the limited common property designated for exclusive use by the owner of such strata lot and the owner will be entitled to retain for his or her sole account any consideration received with respect to such license or other right.
- (2) It is acknowledged and confirmed that any owner or occupant of a non-residential strata lot who installs, maintains and operates at 99% efficiency an economizer or electrostatic precipitator in the exhaust system for its strata lot will be deemed not to violate these bylaws as a result of the emission of any odours from its exhaust system.
- (3) The owner of a non-residential strata lot will not use, or permit any occupant of such strata lot to use, such strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 11:00 p.m. and 6:00 a.m. or that encourages loitering by persons in or about the strata lot or common property.
- (4) A non-residential strata lot, or any portion thereof, shall not be used for the following purposes:
- (i) a private auction or a fire, bulk, or bankruptcy sale or auction, other than a bulk sale to a purchaser of the strata lot;
  - (ii) a store for the sale of second hand goods or surplus articles, insurance salvage stock, fire sale or bankruptcy stock;
  - (iii) a business which, because of the merchandising methods likely to be used, would tend to lower the character of the strata development,
  - (iv) an operation in any line of merchandise which makes a practice of unethical or deceptive advertising or selling procedures; or
  - (v) sleeping apartments or lodging rooms.
- (5) A non-residential strata lot, or any portion thereof, may only be used in accordance with applicable governmental zoning bylaws and rules and regulations in effect from time to time.

## **Bylaw restrictions**

- 7.5** (1) The strata corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the owner of a non-residential strata lot from fully utilizing a non-residential strata lot for commercial purposes in accordance with the applicable governmental zoning bylaws and rules and regulations in effect from time to time, provided that the activity carried on in the non-residential strata lot is not a breach of these bylaws.

- (2) The strata corporation will not pass any bylaws or rules which restrict the hours of operation of any business carried on within a non-residential strata lot.
- (3) The strata corporation will not pass any bylaws or rules which prohibit, prevent or impair the ability of an owner or occupant of a non-residential strata lot from leasing, subleasing, granting a licence, entering into any lease, sublease, or license arrangement with respect to the use of a non-residential strata lot.
- (4) The strata corporation will not pass any bylaws or rules, grant any rights to exclusive use or designate any areas as limited common property where such bylaw or rule, or such grant or designation will limit access to, impair the visibility of or obstruct the non-residential strata lots or otherwise have a negative impact on the businesses carried on in and from the non-residential strata lots or that unreasonably discriminate against the owner or occupant of a particular non-residential strata lot.
- (5) Any amendments to bylaws 7.5(1) to (5) inclusive may only be made with the written consent of all the owners of the non-residential strata lots.

### **PART 8 - Voluntary Dispute Resolution**

#### **Voluntary dispute resolution**

- 8.1** (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
- (a) all the parties to the dispute consent; and
  - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (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.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

### **PART 9 - Marketing Activities by Owner Developer for Display Lot**

#### **Marketing activities**

- 9.1** During the time that the owner developer of the strata corporation is a first owner of any strata lot, it will have the right to maintain any such strata lot or strata lots, whether owned or leased by it, as a display lot or lots, and to carry on sales functions, including, without limitation, placing and displaying of signs, the advertising and holding of special promotions and open houses and other marketing events, it considers necessary in order to enable it to sell such strata lot or strata lots.

### **PART 10 – Strata Storage Rooms**

- 10.1 (1) Strata-owned storage rooms may be rented on a month-to-month basis at a rate determined by the Strata Council from time-to-time. Application to use a Strata-owned storage room shall be made in writing to Strata Council. When a storage room becomes available, the Strata Council shall satisfy applications on first-come, first-serve basis, with applications from owners being considered first.
- (2) A resident shall not be permitted to (continue to) rent more than one Strata-owned storage room when there is an unfulfilled application from another resident, whether an owner or a tenant, who is not currently renting a Strata-owned storage room.

Use of Strata-owned storage rooms are not transferable by any owner or resident and the right of a particular strata lot to use a Strata-owned storage room will terminate when the unit transfers ownership.”

### **PART 11 – Quorum of General Meetings**

#### **11.1 Quorum – General Meetings**

Notwithstanding section 48(3) of the Strata Property Act, if within a 1/2 hour of the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further 1/2 hour and if within one hour from the time originally appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.”

### **PART 12 – Rooftop Garden Plots**

- 12.1 (1) Strata-owned garden plots may be rented on a month-to-month basis at a rate determined by the Strata Council from time-to-time. Application to use a Strata-owned garden plot shall be made in writing to the Strata Council or designate. When a plot becomes available, the Strata Council shall satisfy applications on first-come, first-served basis, with applications from owners being considered first..
- (2) The resident(s) of a unit shall not be permitted to rent, or to continue to rent, more than one Strata-owned garden plot when there is an unfulfilled application from another resident, whether an owner or a tenant, who is not currently renting a Strata-owned garden plot.
- (3) Use of a Strata-owned garden plot is not transferable by any owner or resident and the right of a particular strata lot to use a Strata-owned garden plot will terminate when the unit transfers ownership, or when a tenancy is terminated, or when s. (4) is applied.
- (4) A resident shall not be permitted to continue renting a Strata-owned garden plot if, in the opinion of the Strata Council, the plot is unused or insufficiently maintained.

### **PART 13 – Kayak Racks**

- 13.1 (1) Strata-assigned kayak racks may be rented on a month-to-month basis at a rate determined by the Strata Council from time-to-time. Application to use a Strata-assigned kayak rack shall be made in writing to the Strata Council or designate.

When a rack becomes available, the Strata Council shall satisfy applications on first-come, first-served basis, with applications from owners being considered first.

- (2) The resident(s) of a unit shall not be permitted to rent, or to continue renting, more than one Strata-assigned kayak rack when there is an unfulfilled application from another resident, whether an owner or a tenant, who is not currently renting a Strata-assigned kayak rack.
- (3) Use of a Strata-assigned kayak rack is not transferable by any owner or resident and the right of a particular strata lot to use a Strata-assigned kayak rack will terminate when the unit transfers ownership, or when a tenancy is terminated, or when s. (4) is applied.
- (4) A resident shall not be permitted to continue renting a Strata-assigned kayak rack if, in the opinion of the Strata Council, the boat on the rack is unused or insufficiently maintained.

#### **PART 14 – Visitor Parking**

**14.1** The strata council may designate certain common property parking stalls as visitor parking stalls for visitor parking (the "Visitor Parking"). Visitor Parking is intended to be used for short-term parking subject to the following:

- (a) Owners, occupants and tenants must not park or leave their vehicles in Visitor Parking
- (b) All vehicles parked in Visitor Parking must display a valid strata-provided parking pass at all times; and
- (c) A vehicle must not be parked in Visitor Parking for more than seven (7) days in any thirty-day period without the express written consent of the strata council.

**14.2** Vehicles parked in contravention of this bylaw may be towed away without notice

**14.3** The owner or tenant who caused or permitted the infraction of these bylaws shall indemnify the strata corporation and save it harmless from and against all costs incurred by the strata corporation, including towing costs, legal costs, as between a solicitor and his own client, and any other reasonable costs.

# BYLAWS – Synergy

## PART 1 - Duties of Owners of all Strata Lots, Tenants, Occupants and Visitors

### Payment of fees

- 1.1 (1) An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate. The strata fees will be made up of the fees owing to the strata corporation as set out in the approved budget. For strata lots 50, 51 and 52 inclusive, the strata fees will include any amounts attributable to the strata corporation's maintenance and repair of the rooftop garden areas designated as limited common property for the use of the owners of such strata lots, as such amounts are set out in the approved budget.
- (2) The strata corporation will be entitled to collect from the owners as-part of their strata fees all amounts payable under the statutory right of way and rent charge in favour of Dockside Green (Victoria) Society, registered under numbers FB 39583 and FB 39584 respectively, and the charges in favour of the sewer service provider and operator of the biomass facility, registered under numbers FB150891, FB150892; and FB150893, respectively, as amended, superseded and replaced at any time and from time to time, such amounts to be allocated to each strata lot (or, if there is no allocation to each strata lot by meter or otherwise, or if the allocation to the strata lots is not known, then based on unit entitlement), and the strata corporation will remit all amounts collected as required on behalf of the owners.
- (3) If an owner is late in paying his or her strata fees, then the owner must pay to the strata corporation interest on the late payment in-the amount of 10% per annum compounded annually, and allocated on a monthly basis commencing the date the payment was due and continuing until the last day of the month in which it is paid. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$50 for each month or portion thereof.
- (4) Any payments made by an owner will first be applied to the payment-of outstanding interest, fines and special levies, and secondly to the payment of outstanding strata fees.

### Repair and maintenance of property by owner

- 1.2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) 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) As provided in bylaw 2.1(c)(iii), the strata corporation will maintain and repair the rooftop garden areas designated as limited common property for strata lots 50, 51 and 52 inclusive. The owners of these strata lots are required to pay to the strata corporation the costs of such maintenance and repair.

### Use of property

- 1.3 (1) An owner, tenant, occupant, employee, agent, invitee, guest or visitor must not use a strata lot, the common property or common assets in a way that:



- (a) causes a nuisance, disturbance or hazard to another person;
  - (b) causes unreasonable or repetitive noise;
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
  - (d) is illegal, immoral or injurious to the reputation of the building; or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant, employee, agent, invitee, guest or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
  - (3) When the purpose for which a residential strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner will not use his or her strata lot for any other purpose, or permit it to be so used.
  - (4) An owner of a residential strata lot who has or installs hard floor surfaces such as hardwood floors or tile in his or her strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.
  - (5) Notwithstanding any other of these bylaws, the strata corporation and the owners acknowledge that the portion of the common property of the development comprising the parkade is subject to a lease (the "Parking Lease") granted by the owner developer to Dockside Green Parking Ltd., a copy of which lease has been provided to the strata corporation and, accordingly, such portion of the common property may only be used in accordance with the terms of the Parking Lease.

### **Inform strata corporation**

- 1.4 (1) Within two weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) Prior to a tenant occupying a strata lot, the owner must cause the tenant to inform the strata corporation of his or her name and to complete and deliver to council a Notice of Tenant Responsibilities in Form K under the Act.

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

- 1.5 (1) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;

- (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (d) doors, windows or skylights on the exterior of a building, or that front on the common property (e.g., adding security devices to the entrance door to a strata lot);
  - (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) parts of the strata lot which the strata corporation must insure under section 149 of the Act including, without limitation, fixtures installed by the owner developer as part of the original construction of a strata lot (e.g., the original wall to wall carpeting).
- (2) The strata corporation must not unreasonably withhold its approval under bylaw 1.5(1), but may require as a condition of its approval that the owner agree, in writing:
- (a) to take responsibility for any current and future expenses relating to the alteration; and
  - (b) to remove the alteration and restore the common property, if required by the strata corporation, prior to moving out of the strata lot.
- (3) An owner must not do, or permit any occupant of his or her strata lot or any tenant, occupant, employee, agent, invitee, guest or visitor of the owner or occupant to do, any act, nor alter, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to alter, his or her strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.

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

- 1.6**
- (1) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
  - (2) The strata corporation may require as a condition of its approval that the owner agree, in writing:
    - (a) to take responsibility for any current and future expenses relating to the alteration;
    - (b) to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration; and
    - (c) to remove the alteration and restore the common property, if required by strata corporation, to remove when sell and move.

### **No alteration of noise abatement components**

- 1.7**
- (1) In view of the requirements of the Master Development Agreement between the City of Victoria (the "**City**") and the owner developer dated September 7, 2005 and the "Design Guidelines for the Dockside Lands" dated September, 2005, and for reason of the development's close proximity to certain industrial

and commercial uses, and for reason of the provisions of the City's Noise Bylaw as they apply to the development lands, notwithstanding bylaws 1.5 and 1.6, no owner will remove or alter, and the strata corporation will not remove, alter or be required to approve removal or alteration of, any noise abatement or reduction building components incorporated into the original construction of the building.

- (2) Bylaws 1.7(1) and this (2) may not be amended, modified, repealed or replaced, in whole or in part, except by a unanimous vote of the owners of the strata corporation.

### **Permit entry to strata lot**

- 1.8** (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
  - (b) at a reasonable time, on 48 hours' written notice:
    - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act;
    - (ii) to ensure compliance with the Act and these bylaws; and
    - (iii) to obtain information respecting utility and water consumption which is measured in control meters within a strata lot to the extent that the strata corporation is authorized by these bylaws to pay for such utilities and water on behalf of the owners.
- (2) The notice referred to in bylaw 1.8(1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) In exercising its rights under this bylaw, the strata corporation will not unreasonably interfere with the operation of any occupant of a strata lot.

### **Compliance with bylaws**

- 1.9** An owner, tenant, occupant, employee, agent, invitee, guest or visitor must comply strictly with these bylaws and with any rules adopted by the strata corporation applicable to such owner from time to time.

### **Pets**

- 1.10** (1) An owner, tenant or occupant that keeps a pet must comply with these bylaws and any rules enacted by the council on behalf of the strata corporation with respect to the keeping of pets.
- (2) An owner or occupant of a residential strata lot that keeps a dog, cat or other non-caged animal in his or her strata lot, either permanently or temporarily, will register that pet with the council by providing to the council a written notice, signed by the owner setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet

(when the pet is required to be licensed), and will only keep a pet in his or her strata lot in compliance with these bylaws.

- (3) An owner, tenant, occupant, employee or visitor must ensure that all animals are leashed or otherwise secured and under the control of a responsible adult when on the common property or on land that is a common asset.
- (4) No owner or occupant of a strata lot will permit his or her pet to urinate or defecate on the common property or on any limited common property, and if any pet does urinate or defecate on the common property or on any limited common property, then the owner or occupant will immediately and completely remove all of his or her pet's waste from the common property or limited common property, as the case may be, and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation:
  - (a) any special cleaning is required as a result of the pet urinating or defecating, then the owner or occupant will pay all costs of such special cleaning; or
  - (b) replacement of the floor covering is necessary as a result of the pet urinating or defecating, then the owner or occupant will pay all costs of such replacement.
- (5) An owner of a strata lot whose guest, employee or invitee brings an animal or pet onto the common property or any limited common property will be responsible to ensure that the guest or invitee complies with all requirements of these bylaws as they relate to pets and will perform all of the duties and obligations with respect to that animal as set out in these bylaws as if the animal were one kept by the owner or occupant in his or her strata lot.
- (6) The strata corporation may:
  - (a) make, amend, rescind and enforce rules and regulations it considers necessary or desirable from time to time in relation to the terms and conditions under which any animal or type of animal may be permitted on the common property and the types of pet permitted to be on the common property and, for this purpose, make different rules and regulations and different terms and conditions for different types of animals; and require removal by an owner or occupier of any residential strata lot of any pet or other animal kept by the owner or occupier in a strata lot if such pet or animal, in the opinion of the council, constitutes a nuisance to any owner or occupier of a strata lot, or causes danger or damage to any owner or occupier of a strata lot or to any property of the strata corporation or an owner or occupier of a strata lot.

### **Claims on insurance policies**

- 1.11 An owner, tenant or occupant must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on the insurance policy the strata corporation.

### **Boilers**

- 1.12 The strata corporation will quit claim and transfer the boilers in the Development to the owner developer, at the request of the owner developer, and allow the owner

developer to remove the boilers, without compensation to the strata corporation, if the owner developer constructs a waste wood co generation facility, decommissions the boilers and is able to provide hot water to the Development from the waste wood facility.

### **Reclaimed Water Use**

- 1.13** An owner, tenant or occupant must not modify the existing interior plumbing if such modifications relate to or impact the reclaimed water and potable water supply works within the Development, unless such modifications are carried out by certified plumbers familiar with reclaimed water use and potable water supply systems. A copy of the relevant communications materials approved by the Regional Environmental Protection Manager and the Chief Medical Health Officer of the Vancouver Island Health Authority regarding reclaimed water use will be provided by the strata corporation, upon request.

### **Smoking Prohibition**

- 1.14** (1) Smoking is prohibited:
- (a) in a strata lot;
  - (b) on limited common property decks, patios, balconies, stairs, roof gardens, roof decks, courtyards and parking spaces;
  - (c) in interior common property, including but not limited to hallways, elevators, parking garage, storage rooms, mechanical and electrical rooms; and
  - (d) on exterior common property within three metres of a door, window or air intake.

## **PART 2 - Powers and Duties of Strata Corporation and Council**

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

- 2.1** The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
  - (b) common property that has not been designated as limited common property;
  - (c) limited common property, but the duty to repair and maintain it is restricted to:
    - (i) repair *and* maintenance that in the ordinary course of events occurs less often than once a year,
    - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
      - (1) the structure of a building; 6
      - (2) the exterior of a building;
      - (3) chimneys, stairs, balconies and other things attached to the exterior of a building;
      - (4) doors, windows and skylights on the exterior of a building or that front on the common property; and

- (5) fences, railings and similar structures that enclose patios, balconies and yards; and
- (iii) the rooftop garden areas designated as limited common property for strata lots 50, 51 and 52 inclusive (the owners of such strata lots are required to pay the strata corporation for the costs of such repair and maintenance);
- (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) 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 the common property; and
  - (v) fences, railings and similar structures that enclose patios, balconies and yards; and
- (e) the landscaping originally installed by the City between the lands on which the development is situated and Harbour Road.

### **Council size**

**2.2** The council must have at least three and not more than seven members.

### **Council members' terms**

- 2.3**
- (1) Members of the council shall serve for a term of two (2) years, expiring at the second annual general meeting after their election, at which meeting their successors must be elected.
  - (2) Notwithstanding bylaw 2.3(1), half of the members of council elected at the 2009 annual general meeting, chosen by lot or agreement, shall serve for a term of one year only. Thereafter members of the council shall be elected to hold office for a period of two (2) years; vacancies shall be filled in alternate years with either three (3) or four (4) members being replaced by an election at each Annual General Meeting. When circumstances warrant, no more than two members may be elected to the council for a period of shorter than two years.
  - (3) A person whose term as council member is ending is eligible for re-election.

### **Removing council member**

- 2.4**
- (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.
  - (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
  - (3) 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

the Act.

### **Replacing council member**

- 2.5**
- (1) If a council member resigns or is unwilling or unable to act for a period of two or more months, then the remaining members of the council may appoint a replacement council member for the remainder of the term.
  - (2) A replacement council member may be appointed from any person eligible to sit on the council.
  - (3) The council may appoint a council member under this bylaw even if the absence of the member being replaced leaves the council without a quorum.
  - (4) If all the members of the council resign or are unwilling or unable to act for a period of two or more months, then 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.

### **Officers**

- 2.6**
- (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 and a vice president, and may elect a secretary and a treasurer.
  - (2) A person may hold more than one office at a time, other than the offices of president and vice president.
  - (3) The vice president has the powers and duties of the president:
    - (a) while the president is absent or is unwilling or unable to act; or
    - (b) for the remainder of the president's term if the president ceases to hold office.
  - (4) If an officer other than the president is unwilling or unable to act for a period of two or more months, then the council members may appoint a replacement officer from among themselves for the remainder of the term.

### **Calling council meetings**

- 2.7**
- (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.
  - (2) The notice referred to in bylaw 2.7(1) does not have to be in writing.
  - (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.

- (4) The council must inform owners about the council meeting as soon as feasible after the meeting has been called.

### **Requisition of council hearing**

- 2.8**
- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
  - (2) If a hearing is requested under bylaw 2.8(1), then the council must hold a meeting to hear the applicant within one month of the request.
  - (3) If the purpose of the hearing is to seek a decision of the council, then the council must give the applicant a written decision within one week of the hearing.

### **Quorum of council**

- 2.9**
- (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.
  - (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

### **Council meetings**

- 2.10**
- (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
  - (2) If a council meeting is held by electronic means, then council members are deemed to be present in person.
  - (3) Owners may not attend council meetings as observers unless council, in its sole discretion, agrees to permit members to attend.
  - (4) Despite bylaw 2.10(3), no observers may attend those portions of council meetings that deal with any of the following:
    - (a) bylaw contravention hearings;
    - (b) rental restriction bylaw exemption hearings; and
    - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

### **Voting at council meetings**

- 2.11**
- (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
  - (2) If there is a tie vote at a council meeting, then the president may break the tie by casting a second, deciding vote.
  - (3) The results of all votes at a council meeting must be recorded in the council



meeting minutes.

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

**2.12** The council must inform owners of the minutes of all council meetings within two weeks of the meeting, whether or not the minutes have been approved.

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

- 2.13**
- (1) Subject to bylaws 2.13(2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
  - (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 2.13(3).
  - (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.
  - (4) The council may not delegate its powers to determine, based on the facts of a particular case:
    - (a) whether a person has contravened a bylaw or rule;
    - (b) whether a person should be fined, and the amount of the fine; or
    - (c) whether a person should be denied access to a recreational facility.
  - (5) Notwithstanding any other of these bylaws, the council and each owner acknowledges that the owner developer has established a non-profit community association (the "**Community Association**") to take responsibility for certain matters relating to the community amenities and certain utilities within Dockside Green (collectively, the "**Community Amenities**"), including those located on the common property of the development and consisting of, among other things, certain parking stalls in outdoor and/or unsecured parking areas, a greenway, pathways, water features and bike paths, and the council hereby delegates to the Community Association the authority to:
    - (a) operate, manage and maintain the Community Amenities;
    - (b) prepare and administer a budget in respect of the operation, management and maintenance of the Community Amenities; and
    - (c) make reasonable rules and regulations for the control, maintenance and management of the Community Amenities.
  - (6) Each owner acknowledges that the strata corporation is a member of the Community Association and each owner will cause the strata corporation to support the Community • Association, pay any fees of the Community Association when due and comply with maintenance and construction

standards as may be adopted by the Community Association from time to time to maintain the environmentally-friendly character of the Dockside Green community.

- (7) Bylaws 2.13(5), (6) and this (7) may not be amended, modified, repealed or replaced, in whole or in part, except by a unanimous vote of the owners of the strata corporation.

### **Spending restrictions**

- 2.14** (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.
- (2) Despite bylaw 2.14(1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

### **Limitation on liability of council member**

- 2.15** (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.
- (2) Bylaw 2.15(1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

### **Consents**

- 2.16** (1) Any consent, approval or permission given under these bylaws by the council will be revocable at any time upon reasonable notice.
- (2) Notwithstanding any provision of the Act, the strata corporation may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

### **LEED Certification**

- 2.17** (1) The council and each owner acknowledge that the development is in the process of, or has been LEED certified and that they will use commercially reasonable efforts to, assist the developer in obtaining LEED certification, and if such certification has been obtained, to maintain such certification.

## **PART 3 - Enforcement of Bylaws and Rules**

### **Maximum fine**

- 3.1** (1) The strata corporation may fine an owner or tenant a maximum of:
- (a) \$200 for each contravention of a bylaw; and
  - (b) \$50 for each contravention of a rule.
- (2) Each owner is responsible for payment, without invoice, of any money (other than

strata fees, but including special levies) owing to the strata corporation as provided for in the Act or these bylaws and if the owner fails to pay any money so owing within 15 days after the date such money becomes due, then the owner will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, then an additional fine of \$25.00 will be levied against and paid by the owner and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner.

- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established from time to time by the council pursuant to the Act or these bylaws, will become part of the assessment of the owner responsible and will become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.
- (4) Any costs or expenses incurred by the strata corporation as a result of an infraction or violation of the bylaws or any rules and regulations established under them, including but not limited to the full cost in repairing any damage to the plumbing, electrical and other systems of the building or other parts of the common property caused by the owner, his or her tenants, occupants, employees, agents, invitees, guests or visitors, will be charged to that owner and will be payable on or before the first day of the month next following the date on which the costs or expenses are incurred.
- (5) Where any claim has been made against the insurance policy of the strata corporation as a result of a violation of any of the bylaws or any rule or regulation which may be established from time to time by the council pursuant to the Act or the bylaws, by any owner or any tenant, occupant, employee, agent, invitee, guest or visitor of such owner, a sum equal to the amount of the deductible charged by the insurer of the strata corporation as a result of the claim will be payable by the owner of the strata lot and will become due and payable on the first day of the month next following.

### **Continuing contravention**

- 3.2** If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven days, then a fine may be imposed every seven days.

## **PART 4 - Annual and Special General Meetings**

### **Person to chair meeting**

- 4.1**
- (1) Annual and special general meetings must be chaired by the president of the council.
  - (2) If the president of the council is unwilling or unable to act, then the meeting must be chaired by the vice president of the council.

- (3) If neither the president nor the vice president of the council chairs the meeting, then a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

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

- 4.2**
- (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
  - (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
  - (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

### **Voting**

- 4.3**
- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
  - (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
  - (3) If a precise count is requested, then the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
  - (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
  - (5) If there is a tie vote at an annual or special general meeting, then 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.
  - (6) Despite anything in this bylaw, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
  - (7) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

### **Order of business**

- 4.4** The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
  - (b) determine that there is a quorum;
  - (c) elect a person to chair the meeting, if necessary;
  - (d) present to the meeting proof of notice of meeting or waiver of notice;
  - (e) approve the agenda;
  - (f) approve minutes from the last annual or special general meeting;
  - (g) deal with unfinished business;

- (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
- (i) ratify any new rules made by the strata corporation;
- (j) report on insurance coverage, if the meeting is an annual general meeting;
- (k) approve the budget for the coming year, if the meeting is an annual general meeting;
- (l) deal with new business, including any matters about which notice has been given;
- (m) elect a council, if the meeting is an annual general meeting; and
- (n) terminate the meeting.

### **Electronic Attendance at Meetings**

- 4.5** At the option of council, attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

## **PART 5 - Common Expenses**

### **Strata fees**

- 5.1** The strata lot owners' contributions to the common expenses of the strata corporation will be levied in accordance with this bylaw.

### **Apportionment of common expenses**

- 5.2** Common expenses will be apportioned in the following manner:
- (a) subject to bylaw 5.2(b), common expenses will be for the account of the strata corporation and will be allocated to all strata lots and will be borne by the owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation; and
  - (b) common expenses attributable to any one strata lot will be allocated to such strata lot.

### **Payment of "non-common" expenses**

- 5.3** In addition to the payments contemplated in bylaws 1.1(2) and 5.4, if a strata lot requires a utility or other service:
- (a) that is not supplied to all strata lots, then the cost will not be a common expense and if this utility is not separately metered or billed so as to measure the use thereof by the strata lot then the cost of such utility or service will be apportioned and charged to the strata lot by the strata corporation on such reasonable basis as it will determine; and
  - (b) that is separately metered by individual strata lot, then the cost will not be a common expense, but to facilitate payment the strata corporation is

hereby authorized pursuant to section 38(a) and 72(3) of the *Strata Property Act* (British Columbia) to assume responsibility for the maintenance of metered utilities and/or services to the strata development, if it so elects, and may enter into contracts with utility providers that provide for payment of metered utilities by the strata corporation which will then be allocated to individual owners on the basis of the meters.

- 5.4 The cost to each owner of a strata lot of the electrical power supplied to it will be separately metered for that strata lot.

#### **Expenses attributable to limited common property**

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

### **PART 6 - Bylaws Applicable to Residential Strata Lots**

#### **Use of property**

- 6.1 An owner of a residential strata lot will not:

- (a) keep any animals or pets of any kind in his or her strata lot or on or about the common property, which includes the outside grounds of the strata plan, except in accordance with these bylaws and any rules and regulations established by the council from time to time;
- (b) use, or permit any occupant of his or her strata lot to use, his or her strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
- (c) make, cause or produce or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to make, cause or produce, undue noise, smell, vibration or glare in or about any strata lot or common property or to do anything which will interfere unreasonably with any other owner or occupant;
- (d) use, or permit any occupant of his or her strata lot or a tenant, employee, agent, invitee, guest or visitor of the owner or occupant to use, any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot or, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner or occupant;
- (e) obstruct or use, or permit any occupant of his or her strata lot or a tenant, employee, agent, invitee, guest or visitor of the owner or occupant to obstruct or use, the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
- (f) leave, or permit any occupant of his or her strata lot or any tenant,

- employee, agent, invitee, guest or visitor of the owner or occupant to leave, on the common property or any limited common property, any shopping cart or any other item designated from time to time by the council;
- (g) use, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to use, a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane or electricity and such propane or electricity powered barbecues, hibachis and other light cooking devices will not be used except in accordance with rules and regulations made by the strata corporation from time to time;
  - (h) shake, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to shake, any mops or dusters of any kind, nor throw, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to throw, any refuse, out of the windows or doors or from the balcony of a strata lot;
  - (i) do, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
  - (j) permit a condition to exist within his or her strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
  - (k) allow his or her strata lot to become unsanitary or a source of odour;
  - (l) feed, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to feed, pigeons, gulls or other birds, squirrels, rodents or other animals from the strata lot or anywhere on or in close proximity to the common property or any limited common property, but this will not apply to a pet permitted to be kept in his or her strata lot pursuant to these bylaws and the rules and regulations made hereunder, which pet will be fed only in his or her strata lot;
  - (m) install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to install, any window coverings, visible from the exterior of his or her strata lot which are different in size or colour from those of the original building specifications;
  - (n) hang or display, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
  - (o) use or install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant use or install, in or about the strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning

- devices, or hard surface flooring, except those installations approved in writing by the council;
- (p) erect on or fasten to, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to erect on or fasten to, the strata lot, the common property or any limited common property any television or radio antenna, dish or similar structure or appurtenance thereto;
  - (q) place, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
  - (r) place, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, summer furniture and accessories (subject to bylaw 7.2) nor install, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to install, any a hanging plants or baskets or other hanging items within three feet of a balcony railing line;
  - (s) give, or permit any occupant of his or her strata lot to give, any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws;
  - (t) have, install or use a hot tub, jacuzzi, spa, whirlpool or swirlpool on the balcony, deck or patio of the strata lot or any area in the limited common property or the common property, without first obtaining the prior written approval of the council. This bylaw 6.1(t) shall not apply to penthouse strata lots 50, 51 and 52;
  - (u) alter or renovate his or her strata lot or install any device or material within or about his or her strata lot or the common property, including limited common property, such that such alteration, renovation or installation or use thereof causes or has the potential to cause unreasonable disturbance or unreasonably interferes with the comfort of any other owner, tenant or occupant; or
  - (v) alter or remove any carpeting or other floor covering from the floors of his or her strata lot without first obtaining the prior written approval of the council.
  - (w) use, or permit any occupant of his or her strata lot to use, a natural cut Christmas tree and shall not transport natural cut Christmas trees on any part of the common property. Residents may utilize natural potted trees or artificial trees. All artificial trees and decorations must be of fire retardant material which should be of sufficient quality to pass Fire Department inspection.

### **Use of limited common property**



- 6.2 Owners of residential strata lots which do not have enclosed balconies will not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner of the strata lot entitled to the use of the limited common property on which they are placed. Under no circumstances will an owner, tenant or occupant install a hook, hanger, bracket or other device to the exterior of the building which could potentially cause a breach of the integrity of the building envelope.

### Garbage disposal

- 6.3 An owner of a residential strata lot will remove ordinary household refuse and garbage from his or her strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage will be bagged and tied before so depositing and the owner will remove any materials other than ordinary household refuse and garbage from the strata plan property at his or her expense.

### Bicycle storage

- 6.4 (1) Bicycles are not permitted in elevators, hallways or any other indoor common areas, except to the extent necessary to access the strata lots and bicycle storage room(s). No bicycles are to be kept on balconies or patios; instead, they will be stored within the bicycle storage room(s) or such other area as may be prescribed by the council. All bicycles must enter or exit the building as required by the strata corporation.
- (2) The council will, subject to the provisions of the Act, be responsible for the orderly administration of the use of spaces within the bicycle storage room(s). Such administration may also include, without limitation, the issuance of keys or security passes and rights to store additional bicycles within the bicycle storage room(s), including charging fees to users if approved by resolution of the strata corporation.
- (3) Any owner, tenant, occupant of any strata lot or guest, employee, agent or invitee of any owner or occupant, that leaves any item anywhere on or in the common property or on any limited common property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.

### Parking

- 6.5 (1) As described in bylaw 1.3(5), a portion of the common property of the development comprising the underground parkade is subject to the Parking Lease. The parking stalls, kayak racks and storage lockers subject to the Parking Lease are within a secure area of the underground parkade (the "**Secured Stalls**") except for a portion of the parking stalls which are located in an unsecured area of the underground parkade (the "**Unsecured Stalls**").
- (2) An owner, tenant or occupant of any strata lot must use parking stalls only for the parking of licensed and insured motor vehicles, motorcycles or bicycles,

and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council. Notwithstanding the foregoing, an owner, tenant or occupant may store a boat trailer or other recreational vehicle within a parking stall if such boat trailer or other recreational vehicle fits within such parking stall without creating a danger or hazard to other users of the parking stalls and complies with all applicable bylaws, and provided that the owner, tenant or occupant, as the case may be, has obtained adequate insurance coverage in respect thereof.

- (3) An owner of a residential strata lot will not:
  - (a) use, or permit any occupant of his or her strata lot to use, any parking space in the building or on the common property or on any limited common property, except a parking space leased by the owner or, when specifically agreed with another owner, a parking space leased by that other owner;
  - (b) assign his or her interest in any Secured Stall to anyone other than an owner of a strata lot in the development (an interest in any Unsecured Stall may be assigned to any third party);
  - (c) carry out, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
  - (d) park, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to park any vehicle, in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and
  - (e) use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the council.
- (4) An owner, tenant or occupant of a residential strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property as a result of any activity prohibited by these bylaws.
- (5) A certain number of the Secured Stalls (the "**Handicapped Stalls**") are designated as handicapped stalls on the parking plan attached as Schedule A to the Parking Lease. A handicapped holder (the "**Handicapped Owner**") of an interest in a Secured Stall (the "**Non-Handicapped Stall**") that is not a Handicapped Stall may request that the strata corporation allocate him or her a Handicapped Stall in accordance with the procedure set out below. If the strata corporation receives a written request from a Handicapped Owner for such a re-allocation, then the strata corporation will require that a non-handicapped holder (the "**Non-Handicapped Owner**") with an interest in a Handicapped Stall, if any, exchange his or her interest in the Handicapped Stall with the Handicapped Owner for his or her interest in the Non-Handicapped Stall for no consideration. Such an exchange will be accomplished by the Non-Handicapped Owner partially assigning his or her interest in the Parking Lease to the Handicapped Owner in respect of the Handicapped Stall, and the

Handicapped Owner partially assigning his or her interest in the Parking Lease to the Non-Handicapped Owner in respect of the Non handicapped Stall. The Non-Handicapped Owner and the Handicapped Owner will each execute a partial assignment of his or her interest in the Parking Lease in favour of the other substantially in the form attached as Schedule B to the Parking Lease.

- (6) At least one of the outdoor parking stalls will be a Community Amenity under the control of the Community Association and any Unsecured Stalls may be assigned to the Community Association. The Community Association may authorize any person (including any car share cooperative operating within Dockside Green from time to time) to use any such outdoor parking stalls and any such Unsecured Stalls and may mark any such outdoor parking stalls and any such Unsecured Stalls as for the sole use of whatever person the Community Association has authorized to use them.

### Move in / move out

- 6.6**
- (1) The strata corporation may regulate the times and manner in which any moves into or out of residential strata lots may be made and require that such moves be co-ordinated with the manager of the building at least seven days in advance of such moves, or such lesser period as the council may, in its sole discretion, permit, provided that if an owner carries out, or permits any tenant or occupant, or any guest, employee, agent or invitee of the owner or his or her tenant or an occupant of the strata lot, to carry out, any move into or out of his or her strata lot otherwise than in accordance with such prior arrangements made with the manager of the building, then the owner will be subject to a fine of \$100.00, such fine to be paid on or before the due date of the next monthly assessment payable by such owner.
  - (2) An owner of a residential strata lot must notify the strata corporation in advance of the date and time that the owner or an occupant of his or her strata lot will be moving into or out of the strata lot.
  - (3) The owner of a Strata Lot must pay the strata corporation a fee of \$100.00 whenever the owner or a tenant of the owner moves into or out of the complex, to cover the general wear and tear and additional maintenance of the hallways, elevators and foyer caused during a move. This fee shall be paid prior or concurrently with the time of the move.

### Rentals

- 6.7**
- (1) Before a tenant may move into any strata lot, the owner will deliver or cause to be delivered to the strata corporation a Notice of Tenant Responsibilities in Form K under the Act.
  - (2) An owner will advise the council in writing of the time and date that any tenant intends to move in or out of the strata lot, at least seven days in advance and will make arrangements with the manager of the building to co-ordinate any such move in accordance with bylaw 6.6.
  - (3) It is intended that up to nine residential strata lots in the development (collectively, the "**Market Affordable Strata Lots**") may be sold to one or more qualified buyers and held by them and such strata lots shall be owner/occupied units only, and shall not be used for rental purposes.

- (4) It is intended that no fewer than 17 of the residential strata lots (ie. 20% of the residential strata lots) will be permitted to be rented to tenants at any time. The strata corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the ability of owners to rent to tenants no fewer than 17 of the residential strata lots at any time.
- (5) Bylaws 6.7(3), (4) and this (5) may not be amended, modified, repealed or replaced, in whole or in part, except by a unanimous vote of the owners of the strata corporation.

### **Selling of strata lots**

- 6.8**
- (1) An owner of a residential strata lot, when selling his or her strata lot, will not permit "For Sale" signs to be placed on or about the common property except on a signage board located near the entrance to the building (if any such signage board is provided for such purpose) which is designated for such purpose.
  - (2) An owner of a residential strata lot, when selling his or her strata lot, will not hold or permit to be held, any public open house except in the manner prescribed by the council. One open house for agents will be allowed per listing. Unless the council otherwise prescribes, all showings must be by appointment only.

### **PART 7 - Bylaws Applicable to Non-Residential Strata Lots**

#### **Garbage disposal**

- 7.1** The owner of a non-residential strata lot will remove or cause to be removed all refuse and garbage from the strata lot and deposit it or cause it to be deposited in the containers provided by the strata corporation for that purpose.

#### **Signs and displays**

- 7.2**
- (1) The owner of a non-residential strata lot may install signs or notices within a non-residential strata lot so as to be visible from the exterior of such strata lot and on the exterior of such strata lot, on the condition that the size and design of such signs or notices:
    - (a) have received any approvals required from applicable governmental authorities; and
    - (b) are in keeping with the overall presentation of the development in terms of quality, design and colour.
  - (2) All such signs and notices will be installed and maintained at the sole expense and risk of the owner of a non-residential strata lot and such owner will take out and maintain insurance for such signage as a reasonable owner displaying similar signage would obtain.
  - (3) The owner of a non-residential strata lot may install displays in its strata lot which is visible from the exterior of the strata lot, provided such displays are of professional display quality, face the windows, are constructed from new materials and are maintained in first class condition.

## **Awnings and Exterior Alterations**

- 7.3** The owner of a non-residential strata lot will obtain the written permission of the strata council before undertaking alterations to the exterior or structure of any strata lot, which permission will not be unreasonably withheld.

## **Use of non-residential strata lots**

- 7.4** (1) The owner of a non-residential strata lot will be entitled to grant, appurtenant to any lease of such strata lot, a license or other right to use the limited common property designated for exclusive use by the owner of such strata lot and the owner will be entitled to retain for his or her sole account any consideration received with respect to such license or other right.
- (2) It is acknowledged and confirmed that any owner or occupant of a non-residential strata lot who installs, maintains and operates at 99% efficiency an economizer or electrostatic precipitator in the exhaust system for its strata lot will be deemed not to violate these bylaws as a result of the emission of any odours from its exhaust system.
- (3) The owner of a non-residential strata lot will not use, or permit any occupant of such strata lot to use, such strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 11:00 p.m. and 6:00 a.m. or that encourages loitering by persons in or about the strata lot or common property.
- (4) A non-residential strata lot, or any portion thereof, shall not be used for the following purposes:
- (i) a private auction or a fire, bulk, or bankruptcy sale or auction, other than a bulk sale to a purchaser of the strata lot;
  - (ii) a store for the sale of second hand goods or surplus articles, insurance salvage stock, fire sale or bankruptcy stock;
  - (iii) a business which, because of the merchandising methods likely to be used, would tend to lower the character of the strata development,
  - (iv) an operation in any line of merchandise which makes a practice of unethical or deceptive advertising or selling procedures; or
  - (v) sleeping apartments or lodging rooms.
- (5) A non-residential strata lot, or any portion thereof, may only be used in accordance with applicable governmental zoning bylaws and rules and regulations in effect from time to time.

## **Bylaw restrictions**

- 7.5** (1) The strata corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the owner of a non-residential strata lot from fully utilizing a non-residential strata lot for commercial purposes in accordance with the applicable governmental zoning bylaws and rules and regulations in effect from time to time, provided that the activity carried on in the non-residential strata lot is not a breach of these bylaws.

- (2) The strata corporation will not pass any bylaws or rules which restrict the hours of operation of any business carried on within a non-residential strata lot.
- (3) The strata corporation will not pass any bylaws or rules which prohibit, prevent or impair the ability of an owner or occupant of a non-residential strata lot from leasing, subleasing, granting a licence, entering into any lease, sublease, or license arrangement with respect to the use of a non-residential strata lot.
- (4) The strata corporation will not pass any bylaws or rules, grant any rights to exclusive use or designate any areas as limited common property where such bylaw or rule, or such grant or designation will limit access to, impair the visibility of or obstruct the non-residential strata lots or otherwise have a negative impact on the businesses carried on in and from the non-residential strata lots or that unreasonably discriminate against the owner or occupant of a particular non-residential strata lot.
- (5) Any amendments to bylaws 7.5(1) to (5) inclusive may only be made with the written consent of all the owners of the non-residential strata lots.

## **PART 8 - Voluntary Dispute Resolution**

### **Voluntary dispute resolution**

- 8.1**
- (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
    - (a) all the parties to the dispute consent; and
    - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
  - (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.
  - (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

## **PART 9 - Marketing Activities by Owner Developer for Display Lot**

### **Marketing activities**

- 9.1** During the time that the owner developer of the strata corporation is a first owner of any strata lot, it will have the right to maintain any such strata lot or strata lots, whether owned or leased by it, as a display lot or lots, and to carry on sales functions, including, without limitation, placing and displaying of signs, the advertising and holding of special promotions and open houses and other marketing events, it considers necessary in order to enable it to sell such strata lot or strata lots.

## **PART 10 – Strata Storage Rooms**

- 10.1 (1) Strata-owned storage rooms may be rented on a month-to-month basis at a rate determined by the Strata Council from time-to-time. Application to use a Strata-owned storage room shall be made in writing to Strata Council. When a storage room becomes available, the Strata Council shall satisfy applications on first-come, first-serve basis, with applications from owners being considered first.
- (2) A resident shall not be permitted to (continue to) rent more than one Strata-owned storage room when there is an unfulfilled application from another resident, whether an owner or a tenant, who is not currently renting a Strata-owned storage room.

Use of Strata-owned storage rooms are not transferable by any owner or resident and the right of a particular strata lot to use a Strata-owned storage room will terminate when the unit transfers ownership.”

**PART 11 – Quorum of General Meetings**

**11.1 Quorum – General Meetings**

Notwithstanding section 48(3) of the Strata Property Act, if within a 1/2 hour of the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further 1/2 hour and if within one hour from the time originally appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.”

**PART 12 – Rooftop Garden Plots**

- 12.1 (1) Strata-owned garden plots may be rented on a month-to-month basis at a rate determined by the Strata Council from time-to-time. Application to use a Strata-owned garden plot shall be made in writing to the Strata Council or designate. When a plot becomes available, the Strata Council shall satisfy applications on first-come, first-served basis, with applications from owners being considered first..
- (2) The resident(s) of a unit shall not be permitted to rent, or to continue to rent, more than one Strata-owned garden plot when there is an unfulfilled application from another resident, whether an owner or a tenant, who is not currently renting a Strata-owned garden plot.
- (3) Use of a Strata-owned garden plot is not transferable by any owner or resident and the right of a particular strata lot to use a Strata-owned garden plot will terminate when the unit transfers ownership, or when a tenancy is terminated, or when s. (4) is applied.
- (4) A resident shall not be permitted to continue renting a Strata-owned garden plot if, in the opinion of the Strata Council, the plot is unused or insufficiently maintained.

**PART 13 – Kayak Racks**

- 13.1 (1) Strata-assigned kayak racks may be rented on a month-to-month basis at a rate determined by the Strata Council from time-to-time. Application to use a Strata-assigned kayak rack shall be made in writing to the Strata Council or designate.

When a rack becomes available, the Strata Council shall satisfy applications on first-come, first-served basis, with applications from owners being considered first.

- (2) The resident(s) of a unit shall not be permitted to rent, or to continue renting, more than one Strata-assigned kayak rack when there is an unfulfilled application from another resident, whether an owner or a tenant, who is not currently renting a Strata-assigned kayak rack.
- (3) Use of a Strata-assigned kayak rack is not transferable by any owner or resident and the right of a particular strata lot to use a Strata-assigned kayak rack will terminate when the unit transfers ownership, or when a tenancy is terminated, or when s. (4) is applied.
- (4) A resident shall not be permitted to continue renting a Strata-assigned kayak rack if, in the opinion of the Strata Council, the boat on the rack is unused or insufficiently maintained.

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## BYLAWS – Synergy

### PART 1 - Duties of Owners of all Strata Lots, Tenants, Occupants and Visitors

#### Payment of fees

- 1.1 (1) An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate. The strata fees will be made up of the fees owing to the strata corporation as set out in the approved budget. For strata lots 50, 51 and 52 inclusive, the strata fees will include any amounts attributable to the strata corporation's maintenance and repair of the rooftop garden areas designated as limited common property for the use of the owners of such strata lots, as such amounts are set out in the approved budget.
- (2) The strata corporation will be entitled to collect from the owners as-part of their strata fees all amounts payable under the statutory right of way and rent charge in favour of Dockside Green (Victoria) Society, registered under numbers FB 39583 and FB 39584 respectively, and the charges in favour of the sewer service provider and operator of the biomass facility, registered under numbers FB150891, FB150892; and FB150893, respectively, as amended, superseded and replaced at any time and from time to time, such amounts to be allocated to each strata lot (or, if there is no allocation to each strata lot by meter or otherwise, or if the allocation to the strata lots is not known, then based on unit entitlement), and the strata corporation will remit all amounts collected as required on behalf of the owners.
- (3) If an owner is late in paying his or her strata fees, then the owner must pay to the strata corporation interest on the late payment in-the amount of 10% per annum compounded annually, and allocated on a monthly basis commencing the date the payment was due and continuing until the last day of the month in which it is paid. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$50 for each month or portion thereof.
- (4) Any payments made by an owner will first be applied to the payment-of outstanding interest, fines and special levies, and secondly to the payment of outstanding strata fees.

#### Repair and maintenance of property by owner

- 1.2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) 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) As provided in bylaw 2.1(c)(iii), the strata corporation will maintain and repair the rooftop garden areas designated as limited common property for strata lots 50, 51 and 52 inclusive. The owners of these strata lots are required to pay to the strata corporation the costs of such maintenance and repair.

#### Use of property

- 1.3 (1) An owner, tenant, occupant, employee, agent, invitee, guest or visitor must not use a strata lot, the common property or common assets in a way that:

- (a) causes a nuisance, disturbance or hazard to another person;
  - (b) causes unreasonable or repetitive noise;
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
  - (d) is illegal, immoral or injurious to the reputation of the building; or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant, employee, agent, invitee, guest or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
  - (3) When the purpose for which a residential strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner will not use his or her strata lot for any other purpose, or permit it to be so used.
  - (4) An owner of a residential strata lot who has or installs hard floor surfaces such as hardwood floors or tile in his or her strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.
  - (5) Notwithstanding any other of these bylaws, the strata corporation and the owners acknowledge that the portion of the common property of the development comprising the parkade is subject to a lease (the "Parking Lease") granted by the owner developer to Dockside Green Parking Ltd., a copy of which lease has been provided to the strata corporation and, accordingly, such portion of the common property may only be used in accordance with the terms of the Parking Lease.

### **Inform strata corporation**

- 1.4 (1) Within two weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) Prior to a tenant occupying a strata lot, the owner must cause the tenant to inform the strata corporation of his or her name and to complete and deliver to council a Notice of Tenant Responsibilities in Form K under the Act.

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

- 1.5 (1) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;

- (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (d) doors, windows or skylights on the exterior of a building, or that front on the common property (e.g., adding security devices to the entrance door to a strata lot);
  - (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) parts of the strata lot which the strata corporation must insure under section 149 of the Act including, without limitation, fixtures installed by the owner developer as part of the original construction of a strata lot (e.g., the original wall to wall carpeting).
- (2) The strata corporation must not unreasonably withhold its approval under bylaw 1.5(1), but may require as a condition of its approval that the owner agree, in writing:
- (a) to take responsibility for any current and future expenses relating to the alteration; and
  - (b) to remove the alteration and restore the common property, if required by the strata corporation, prior to moving out of the strata lot.
- (3) An owner must not do, or permit any occupant of his or her strata lot or any tenant, occupant, employee, agent, invitee, guest or visitor of the owner or occupant to do, any act, nor alter, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to alter, his or her strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.

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

- 1.6**
- (1) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
  - (2) The strata corporation may require as a condition of its approval that the owner agree, in writing:
    - (a) to take responsibility for any current and future expenses relating to the alteration;
    - (b) to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration; and
    - (c) to remove the alteration and restore the common property, if required by strata corporation, to remove when sell and move.

### **No alteration of noise abatement components**

- 1.7**
- (1) In view of the requirements of the Master Development Agreement between the City of Victoria (the "**City**") and the owner developer dated September 7, 2005 and the "Design Guidelines for the Dockside Lands" dated September, 2005, and for reason of the development's close proximity to certain industrial

and commercial uses, and for reason of the provisions of the City's Noise Bylaw as they apply to the development lands, notwithstanding bylaws 1.5 and 1.6, no owner will remove or alter, and the strata corporation will not remove, alter or be required to approve removal or alteration of, any noise abatement or reduction building components incorporated into the original construction of the building.

- (2) Bylaws 1.7(1) and this (2) may not be amended, modified, repealed or replaced, in whole or in part, except by a unanimous vote of the owners of the strata corporation.

### **Permit entry to strata lot**

- 1.8** (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:
  - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
  - (b) at a reasonable time, on 48 hours' written notice:
    - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act;
    - (ii) to ensure compliance with the Act and these bylaws; and
    - (iii) to obtain information respecting utility and water consumption which is measured in control meters within a strata lot to the extent that the strata corporation is authorized by these bylaws to pay for such utilities and water on behalf of the owners.
- (2) The notice referred to in bylaw 1.8(1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) In exercising its rights under this bylaw, the strata corporation will not unreasonably interfere with the operation of any occupant of a strata lot.

### **Compliance with bylaws**

- 1.9** An owner, tenant, occupant, employee, agent, invitee, guest or visitor must comply strictly with these bylaws and with any rules adopted by the strata corporation applicable to such owner from time to time.

### **Pets**

- 1.10** (1) An owner, tenant or occupant that keeps a pet must comply with these bylaws and any rules enacted by the council on behalf of the strata corporation with respect to the keeping of pets.
- (2) An owner or occupant of a residential strata lot that keeps a dog, cat or other non-caged animal in his or her strata lot, either permanently or temporarily, will register that pet with the council by providing to the council a written notice, signed by the owner setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet

(when the pet is required to be licensed), and will only keep a pet in his or her strata lot in compliance with these bylaws.

- (3) An owner, tenant, occupant, employee or visitor must ensure that all animals are leashed or otherwise secured and under the control of a responsible adult when on the common property or on land that is a common asset.
- (4) No owner or occupant of a strata lot will permit his or her pet to urinate or defecate on the common property or on any limited common property, and if any pet does urinate or defecate on the common property or on any limited common property, then the owner or occupant will immediately and completely remove all of his or her pet's waste from the common property or limited common property, as the case may be, and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation:
  - (a) any special cleaning is required as a result of the pet urinating or defecating, then the owner or occupant will pay all costs of such special cleaning; or
  - (b) replacement of the floor covering is necessary as a result of the pet urinating or defecating, then the owner or occupant will pay all costs of such replacement.
- (5) An owner of a strata lot whose guest, employee or invitee brings an animal or pet onto the common property or any limited common property will be responsible to ensure that the guest or invitee complies with all requirements of these bylaws as they relate to pets and will perform all of the duties and obligations with respect to that animal as set out in these bylaws as if the animal were one kept by the owner or occupant in his or her strata lot.
- (6) The strata corporation may:
  - (a) make, amend, rescind and enforce rules and regulations it considers necessary or desirable from time to time in relation to the terms and conditions under which any animal or type of animal may be permitted on the common property and the types of pet permitted to be on the common property and, for this purpose, make different rules and regulations and different terms and conditions for different types of animals; and require removal by an owner or occupier of any residential strata lot of any pet or other animal kept by the owner or occupier in a strata lot if such pet or animal, in the opinion of the council, constitutes a nuisance to any owner or occupier of a strata lot, or causes danger or damage to any owner or occupier of a strata lot or to any property of the strata corporation or an owner or occupier of a strata lot.

### **Claims on insurance policies**

- 1.11 An owner, tenant or occupant must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on the insurance policy the strata corporation.

### **Boilers**

- 1.12 The strata corporation will quit claim and transfer the boilers in the Development to the owner developer, at the request of the owner developer, and allow the owner

developer to remove the boilers, without compensation to the strata corporation, if the owner developer constructs a waste wood co generation facility, decommissions the boilers and is able to provide hot water to the Development from the waste wood facility.

## Reclaimed Water Use

- 1.13** An owner, tenant or occupant must not modify the existing interior plumbing if such modifications relate to or impact the reclaimed water and potable water supply works within the Development, unless such modifications are carried out by certified plumbers familiar with reclaimed water use and potable water supply systems. A copy of the relevant communications materials approved by the Regional Environmental Protection Manager and the Chief Medical Health Officer of the Vancouver Island Health Authority regarding reclaimed water use will be provided by the strata corporation, upon request.

## PART 2 - Powers and Duties of Strata Corporation and Council

### Repair and maintenance of property by strata corporation

- 2.1** The strata corporation must repair and maintain all of the following:

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to:
  - (i) repair *and* maintenance that in the ordinary course of events occurs less often than once a year,
  - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
    - (1) the structure of a building; 6
    - (2) the exterior of a building;
    - (3) chimneys, stairs, balconies and other things attached to the exterior of a building;
    - (4) doors, windows and skylights on the exterior of a building or that front on the common property; and
    - (5) fences, railings and similar structures that enclose patios, balconies and yards; and
  - (iii) the rooftop garden areas designated as limited common property for strata lots 50, 51 and 52 inclusive (the owners of such strata lots are required to pay the strata corporation for the costs of such repair and maintenance);
- (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) 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 the common property; and
- (v) fences, railings and similar structures that enclose patios, balconies and yards; and
- (e) the landscaping originally installed by the City between the lands on which the development is situated and Harbour Road.

### **Council size**

**2.2** The council must have at least three and not more than seven members.

### **Council members' terms**

- 2.3**
- (1) Members of the council shall serve for a term of two (2) years, expiring at the second annual general meeting after their election, at which meeting their successors must be elected.
  - (2) Notwithstanding bylaw 2.3(1), half of the members of council elected at the 2009 annual general meeting, chosen by lot or agreement, shall serve for a term of one year only. Thereafter members of the council shall be elected to hold office for a period of two (2) years; vacancies shall be filled in alternate years with either three (3) or four (4) members being replaced by an election at each Annual General Meeting. When circumstances warrant, no more than two members may be elected to the council for a period of shorter than two years.
  - (3) A person whose term as council member is ending is eligible for re-election.

### **Removing council member**

- 2.4**
- (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.
  - (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
  - (3) 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 the Act.

### **Replacing council member**

- 2.5**
- (1) If a council member resigns or is unwilling or unable to act for a period of two or more months, then the remaining members of the council may appoint a replacement council member for the remainder of the term.
  - (2) A replacement council member may be appointed from any person eligible to sit on the council.
  - (3) The council may appoint a council member under this bylaw even if the absence of the member being replaced leaves the council without a quorum.
  - (4) If all the members of the council resign or are unwilling or unable to act for a period of two or more months, then 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.

## **Officers**

- 2.6**
- (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 and a vice president, and may elect a secretary and a treasurer.
  - (2) A person may hold more than one office at a time, other than the offices of president and vice president.
  - (3) The vice president has the powers and duties of the president:
    - (a) while the president is absent or is unwilling or unable to act; or
    - (b) for the remainder of the president's term if the president ceases to hold office.
  - (4) If an officer other than the president is unwilling or unable to act for a period of two or more months, then the council members may appoint a replacement officer from among themselves for the remainder of the term.

## **Calling council meetings**

- 2.7**
- (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.
  - (2) The notice referred to in bylaw 2.7(1) does not have to be in writing.
  - (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.
  - (4) The council must inform owners about the council meeting as soon as feasible after the meeting has been called.

## **Requisition of council hearing**

- 2.8**
- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
  - (2) If a hearing is requested under bylaw 2.8(1), then the council must hold a meeting to hear the applicant within one month of the request.
  - (3) If the purpose of the hearing is to seek a decision of the council, then the council must give the applicant a written decision within one week of the hearing.

## **Quorum of council**



- 2.9 (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.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

### **Council meetings**

- 2.10 (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, then council members are deemed to be present in person.
- (3) Owners may not attend council meetings as observers unless council, in its sole discretion, agrees to permit members to attend.
- (4) Despite bylaw 2.10(3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings;
  - (b) rental restriction bylaw exemption hearings; and
  - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

### **Voting at council meetings**

- 2.11 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, then the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

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

- 2.12 The council must inform owners of the minutes of all council meetings within two weeks of the meeting, whether or not the minutes have been approved.

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

- 2.13 (1) Subject to bylaws 2.13(2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (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 2.13(3).
- (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.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case:
  - (a) whether a person has contravened a bylaw or rule;
  - (b) whether a person should be fined, and the amount of the fine; or
  - (c) whether a person should be denied access to a recreational facility.
- (5) Notwithstanding any other of these bylaws, the council and each owner acknowledges that the owner developer has established a non-profit community association (the "**Community Association**") to take responsibility for certain matters relating to the community amenities and certain utilities within Dockside Green (collectively, the "**Community Amenities**"), including those located on the common property of the development and consisting of, among other things, certain parking stalls in outdoor and/or unsecured parking areas, a greenway, pathways, water features and bike paths, and the council hereby delegates to the Community Association the authority to:
  - (a) operate, manage and maintain the Community Amenities;
  - (b) prepare and administer a budget in respect of the operation, management and maintenance of the Community Amenities; and
  - (c) make reasonable rules and regulations for the control, maintenance and management of the Community Amenities.
- (6) Each owner acknowledges that the strata corporation is a member of the Community Association and each owner will cause the strata corporation to support the Community • Association, pay any fees of the Community Association when due and comply with maintenance and construction standards as may be adopted by the Community Association from time to time to maintain the environmentally-friendly character of the Dockside Green community.
- (7) Bylaws 2.13(5), (6) and this (7) may not be amended, modified, repealed or replaced, in whole or in part, except by a unanimous vote of the owners of the strata corporation.

### Spending restrictions

- 2.14** (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.
- (2) Despite bylaw 2.14(1), a council member may spend the strata corporation's

money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

### **Limitation on liability of council member**

- 2.15** (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.
- (2) Bylaw 2.15(1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

### **Consents**

- 2.16** (1) Any consent, approval or permission given under these bylaws by the council will be revocable at any time upon reasonable notice.
- (2) Notwithstanding any provision of the Act, the strata corporation may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

### **LEED Certification**

- 2.17** (1) The council and each owner acknowledge that the development is in the process of, or has been LEED certified and that they will use commercially reasonable efforts to, assist the developer in obtaining LEED certification, and if such certification has been obtained, to maintain such certification.

## **PART 3 - Enforcement of Bylaws and Rules**

### **Maximum fine**

- 3.1** (1) The strata corporation may fine an owner or tenant a maximum of:
- (a) \$200 for each contravention of a bylaw; and
- (b) \$50 for each contravention of a rule.
- (2) Each owner is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided for in the Act or these bylaws and if the owner fails to pay any money so owing within 15 days after the date such money becomes due, then the owner will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, then an additional fine of \$25.00 will be levied against and paid by the owner and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the strata corporation to enforce these bylaws, as they may be amended from time to

time, or any rule or regulation which may be established from time to time by the council pursuant to the Act or these bylaws, will become part of the assessment of the owner responsible and will become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

- (4) Any costs or expenses incurred by the strata corporation as a result of an infraction or violation of the bylaws or any rules and regulations established under them, including but not limited to the full cost in repairing any damage to the plumbing, electrical and other systems of the building or other parts of the common property caused by the owner, his or her tenants, occupants, employees, agents, invitees, guests or visitors, will be charged to that owner and will be payable on or before the first day of the month next following the date on which the costs or expenses are incurred.
- (5) Where any claim has been made against the insurance policy of the strata corporation as a result of a violation of any of the bylaws or any rule or regulation which may be established from time to time by the council pursuant to the Act or the bylaws, by any owner or any tenant, occupant, employee, agent, invitee, guest or visitor of such owner, a sum equal to the amount of the deductible charged by the insurer of the strata corporation as a result of the claim will be payable by the owner of the strata lot and will become due and payable on the first day of the month next following.

### **Continuing contravention**

- 3.2** If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven days, then a fine may be imposed every seven days.

## **PART 4 - Annual and Special General Meetings**

### **Person to chair meeting**

- 4.1**
- (1) Annual and special general meetings must be chaired by the president of the council.
  - (2) If the president of the council is unwilling or unable to act, then the meeting must be chaired by the vice president of the council.
  - (3) If neither the president nor the vice president of the council chairs the meeting, then a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

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

- 4.2**
- (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
  - (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.

- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

## **Voting**

- 4.3**
- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
  - (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
  - (3) If a precise count is requested, then the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
  - (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
  - (5) If there is a tie vote at an annual or special general meeting, then 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.
  - (6) Despite anything in this bylaw, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
  - (7) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

## **Order of business**

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

- (m) elect a council, if the meeting is an annual general meeting; and
- (n) terminate the meeting.

### **Electronic Attendance at Meetings**

- 4.5** At the option of council, attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

## **PART 5 - Common Expenses**

### **Strata fees**

- 5.1** The strata lot owners' contributions to the common expenses of the strata corporation will be levied in accordance with this bylaw.

### **Apportionment of common expenses**

- 5.2** Common expenses will be apportioned in the following manner:
- (a) subject to bylaw 5.2(b), common expenses will be for the account of the strata corporation and will be allocated to all strata lots and will be borne by the owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation; and
  - (b) common expenses attributable to any one strata lot will be allocated to such strata lot.

### **Payment of "non-common" expenses**

- 5.3** In addition to the payments contemplated in bylaws 1.1(2) and 5.4, if a strata lot requires a utility or other service:
- (a) that is not supplied to all strata lots, then the cost will not be a common expense and if this utility is not separately metered or billed so as to measure the use thereof by the strata lot then the cost of such utility or service will be apportioned and charged to the strata lot by the strata corporation on such reasonable basis as it will determine; and
  - (b) that is separately metered by individual strata lot, then the cost will not be a common expense, but to facilitate payment the strata corporation is hereby authorized pursuant to section 38(a) and 72(3) of the *Strata Property Act* (British Columbia) to assume responsibility for the maintenance of metered utilities and/or services to the strata development, if it so elects, and may enter into contracts with utility providers that provide for payment of metered utilities by the strata corporation which will then be allocated to individual owners on the basis of the meters.

- 5.4** The cost to each owner of a strata lot of the electrical power supplied to it will be separately metered for that strata lot.

### **Expenses attributable to limited common property**

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

## **PART 6 - Bylaws Applicable to Residential Strata Lots**

### **Use of property**

**6.1** An owner of a residential strata lot will not:

- (a) keep any animals or pets of any kind in his or her strata lot or on or about the common property, which includes the outside grounds of the strata plan, except in accordance with these bylaws and any rules and regulations established by the council from time to time;
- (b) use, or permit any occupant of his or her strata lot to use, his or her strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
- (c) make, cause or produce or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to make, cause or produce, undue noise, smell, vibration or glare in or about any strata lot or common property or to do anything which will interfere unreasonably with any other owner or occupant;
- (d) use, or permit any occupant of his or her strata lot or a tenant, employee, agent, invitee, guest or visitor of the owner or occupant to use, any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot or, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner or occupant;
- (e) obstruct or use, or permit any occupant of his or her strata lot or a tenant, employee, agent, invitee, guest or visitor of the owner or occupant to obstruct or use, the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
- (f) leave, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to leave, on the common property or any limited common property, any shopping cart or any other item designated from time to time by the council;
- (g) use, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to use, a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by

- propane or electricity and such propane or electricity powered barbecues, hibachis and other light cooking devices will not be used except in accordance with rules and regulations made by the strata corporation from time to time;
- (h) shake, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to shake, any mops or dusters of any kind, nor throw, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to throw, any refuse, out of the windows or doors or from the balcony of a strata lot;
  - (i) do, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
  - (j) permit a condition to exist within his or her strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
  - (k) allow his or her strata lot to become unsanitary or a source of odour;
  - (l) feed, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to feed, pigeons, gulls or other birds, squirrels, rodents or other animals from the strata lot or anywhere on or in close proximity to the common property or any limited common property, but this will not apply to a pet permitted to be kept in his or her strata lot pursuant to these bylaws and the rules and regulations made hereunder, which pet will be fed only in his or her strata lot;
  - (m) install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to install, any window coverings, visible from the exterior of his or her strata lot which are different in size or colour from those of the original building specifications;
  - (n) hang or display, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
  - (o) use or install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant use or install, in or about the strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, or hard surface flooring, except those installations approved in writing by the council;
  - (p) erect on or fasten to, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to erect on or fasten to, the strata lot, the common property or any limited common property any television or radio antenna, dish or similar structure or appurtenance thereto;



- (q) place, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
- (r) place, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, summer furniture and accessories (subject to bylaw 7.2) nor install, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to install, any a hanging plants or baskets or other hanging items within three feet of a balcony railing line;
- (s) give, or permit any occupant of his or her strata lot to give, any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws;
- (t) have, install or use a hot tub, jacuzzi, spa, whirlpool or swirlpool on the balcony, deck or patio of the strata lot or any area in the limited common property or the common property, without first obtaining the prior written approval of the council. This bylaw 6.1(t) shall not apply to penthouse strata lots 50, 51 and 52;
- (u) alter or renovate his or her strata lot or install any device or material within or about his or her strata lot or the common property, including limited common property, such that such alteration, renovation or installation or use thereof causes or has the potential to cause unreasonable disturbance or unreasonably interferes with the comfort of any other owner, tenant or occupant; or
- (v) alter or remove any carpeting or other floor covering from the floors of his or her strata lot without first obtaining the prior written approval of the council.
- (w) use, or permit any occupant of his or her strata lot to use, a natural cut Christmas tree and shall not transport natural cut Christmas trees on any part of the common property. Residents may utilize natural potted trees or artificial trees. All artificial trees and decorations must be of fire retardant material which should be of sufficient quality to pass Fire Department inspection.

### **Use of limited common property**

- 6.2** Owners of residential strata lots which do not have enclosed balconies will not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an ongoing basis and the responsibility for such maintenance will be solely for the account of the owner of the strata lot entitled to the use of the limited common property on

which they are placed. Under no circumstances will an owner, tenant or occupant install a hook, hanger, bracket or other device to the exterior of the building which could potentially cause a breach of the integrity of the building envelope.

### Garbage disposal

- 6.3 An owner of a residential strata lot will remove ordinary household refuse and garbage from his or her strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage will be bagged and tied before so depositing and the owner will remove any materials other than ordinary household refuse and garbage from the strata plan property at his or her expense.

### Bicycle storage

- 6.4 (1) Bicycles are not permitted in elevators, hallways or any other indoor common areas, except to the extent necessary to access the strata lots and bicycle storage room(s). No bicycles are to be kept on balconies or patios; instead, they will be stored within the bicycle storage room(s) or such other area as may be prescribed by the council. All bicycles must enter or exit the building as required by the strata corporation.
- (2) The council will, subject to the provisions of the Act, be responsible for the orderly administration of the use of spaces within the bicycle storage room(s). Such administration may also include, without limitation, the issuance of keys or security passes and rights to store additional bicycles within the bicycle storage room(s), including charging fees to users if approved by resolution of the strata corporation.
- (3) Any owner, tenant, occupant of any strata lot or guest, employee, agent or invitee of any owner or occupant, that leaves any item anywhere on or in the common property or on any limited common property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.

### Parking

- 6.5 (1) As described in bylaw 1.3(5), a portion of the common property of the development comprising the underground parkade is subject to the Parking Lease. The parking stalls, kayak racks and storage lockers subject to the Parking Lease are within a secure area of the underground parkade (the "**Secured Stalls**") except for a portion of the parking stalls which are located in an unsecured area of the underground parkade (the "**Unsecured Stalls**").
- (2) An owner, tenant or occupant of any strata lot must use parking stalls only for the parking of licensed and insured motor vehicles, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council. Notwithstanding the foregoing, an owner, tenant or occupant may store a boat trailer or other recreational vehicle within a parking stall if such boat trailer or other

recreational vehicle fits within such parking stall without creating a danger or hazard to other users of the parking stalls and complies with all applicable bylaws, and provided that the owner, tenant or occupant, as the case may be, has obtained adequate insurance coverage in respect thereof.

- (3) An owner of a residential strata lot will not:
- (a) use, or permit any occupant of his or her strata lot to use, any parking space in the building or on the common property or on any limited common property, except a parking space leased by the owner or, when specifically agreed with another owner, a parking space leased by that other owner;
  - (b) assign his or her interest in any Secured Stall to anyone other than an owner of a strata lot in the development (an interest in any Unsecured Stall may be assigned to any third party);
  - (c) carry out, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
  - (d) park, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to park any vehicle, in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and
  - (e) use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the council.
- (4) An owner, tenant or occupant of a residential strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property as a result of any activity prohibited by these bylaws.
- (5) A certain number of the Secured Stalls (the "**Handicapped Stalls**") are designated as handicapped stalls on the parking plan attached as Schedule A to the Parking Lease. A handicapped holder (the "**Handicapped Owner**") of an interest in a Secured Stall (the "**Non-Handicapped Stall**") that is not a Handicapped Stall may request that the strata corporation allocate him or her a Handicapped Stall in accordance with the procedure set out below. If the strata corporation receives a written request from a Handicapped Owner for such a re-allocation, then the strata corporation will require that a non-handicapped holder (the "**Non-Handicapped Owner**") with an interest in a Handicapped Stall, if any, exchange his or her interest in the Handicapped Stall with the Handicapped Owner for his or her interest in the Non-Handicapped Stall for no consideration. Such an exchange will be accomplished by the Non-Handicapped Owner partially assigning his or her interest in the Parking Lease to the Handicapped Owner in respect of the Handicapped Stall, and the Handicapped Owner partially assigning his or her interest in the Parking Lease to the Non-Handicapped Owner in respect of the Non handicapped Stall. The Non-Handicapped Owner and the Handicapped Owner will each execute a partial assignment of his or her interest in the Parking Lease in favour of the

other substantially in the form attached as Schedule B to the Parking Lease.

- (6) At least one of the outdoor parking stalls will be a Community Amenity under the control of the Community Association and any Unsecured Stalls may be assigned to the Community Association. The Community Association may authorize any person (including any car share cooperative operating within Dockside Green from time to time) to use any such outdoor parking stalls and any such Unsecured Stalls and may mark any such outdoor parking stalls and any such Unsecured Stalls as for the sole use of whatever person the Community Association has authorized to use them.

### Move in / move out

- 6.6**
- (1) The strata corporation may regulate the times and manner in which any moves into or out of residential strata lots may be made and require that such moves be co-ordinated with the manager of the building at least seven days in advance of such moves, or such lesser period as the council may, in its sole discretion, permit, provided that if an owner carries out, or permits any tenant or occupant, or any guest, employee, agent or invitee of the owner or his or her tenant or an occupant of the strata lot, to carry out, any move into or out of his or her strata lot otherwise than in accordance with such prior arrangements made with the manager of the building, then the owner will be subject to a fine of \$100.00, such fine to be paid on or before the due date of the next monthly assessment payable by such owner.
  - (2) An owner of a residential strata lot must notify the strata corporation in advance of the date and time that the owner or an occupant of his or her strata lot will be moving into or out of the strata lot.
  - (3) The owner of a Strata Lot must pay the strata corporation a fee of \$100.00 whenever the owner or a tenant of the owner moves into or out of the complex, to cover the general wear and tear and additional maintenance of the hallways, elevators and foyer caused during a move. This fee shall be paid prior or concurrently with the time of the move.

### Rentals

- 6.7**
- (1) Before a tenant may move into any strata lot, the owner will deliver or cause to be delivered to the strata corporation a Notice of Tenant Responsibilities in Form K under the Act.
  - (2) An owner will advise the council in writing of the time and date that any tenant intends to move in or out of the strata lot, at least seven days in advance and will make arrangements with the manager of the building to co-ordinate any such move in accordance with bylaw 6.6.
  - (3) It is intended that up to nine residential strata lots in the development (collectively, the "**Market Affordable Strata Lots**") may be sold to one or more qualified buyers and held by them and such strata lots shall be owner/occupied units only, and shall not be used for rental purposes.
  - (4) It is intended that no fewer than 17 of the residential strata lots (ie. 20% of the residential strata lots) will be permitted to be rented to tenants at any time. The strata corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the ability of owners to rent to

tenants no fewer than 17 of the residential strata lots at any time.

- (5) Bylaws 6.7(3), (4) and this (5) may not be amended, modified, repealed or replaced, in whole or in part, except by a unanimous vote of the owners of the strata corporation.

### **Selling of strata lots**

- 6.8**
- (1) An owner of a residential strata lot, when selling his or her strata lot, will not permit "For Sale" signs to be placed on or about the common property except on a signage board located near the entrance to the building (if any such signage board is provided for such purpose) which is designated for such purpose.
  - (2) An owner of a residential strata lot, when selling his or her strata lot, will not hold or permit to be held, any public open house except in the manner prescribed by the council. One open house for agents will be allowed per listing. Unless the council otherwise prescribes, all showings must be by appointment only.

## **PART 7 - Bylaws Applicable to Non-Residential Strata Lots**

### **Garbage disposal**

- 7.1** The owner of a non-residential strata lot will remove or cause to be removed all refuse and garbage from the strata lot and deposit it or cause it to be deposited in the containers provided by the strata corporation for that purpose.

### **Signs and displays**

- 7.2**
- (1) The owner of a non-residential strata lot may install signs or notices within a non-residential strata lot so as to be visible from the exterior of such strata lot and on the exterior of such strata lot, on the condition that the size and design of such signs or notices:
    - (a) have received any approvals required from applicable governmental authorities; and
    - (b) are in keeping with the overall presentation of the development in terms of quality, design and colour.
  - (2) All such signs and notices will be installed and maintained at the sole expense and risk of the owner of a non-residential strata lot and such owner will take out and maintain insurance for such signage as a reasonable owner displaying similar signage would obtain.
  - (3) The owner of a non-residential strata lot may install displays in its strata lot which is visible from the exterior of the strata lot, provided such displays are of professional display quality, face the windows, are constructed from new materials and are maintained in first class condition.

### **Awnings and Exterior Alterations**

- 7.3 The owner of a non-residential strata lot will obtain the written permission of the strata council before undertaking alterations to the exterior or structure of any strata lot, which permission will not be unreasonably withheld.

#### Use of non-residential strata lots

- 7.4 (1) The owner of a non-residential strata lot will be entitled to grant, appurtenant to any lease of such strata lot, a license or other right to use the limited common property designated for exclusive use by the owner of such strata lot and the owner will be entitled to retain for his or her sole account any consideration received with respect to such license or other right.
- (2) It is acknowledged and confirmed that any owner or occupant of a non-residential strata lot who installs, maintains and operates at 99% efficiency an economizer or electrostatic precipitator in the exhaust system for its strata lot will be deemed not to violate these bylaws as a result of the emission of any odours from its exhaust system.
- (3) The owner of a non-residential strata lot will not use, or permit any occupant of such strata lot to use, such strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 11:00 p.m. and 6:00 a.m. or that encourages loitering by persons in or about the strata lot or common property.
- (4) A non-residential strata lot, or any portion thereof, shall not be used for the following purposes:
- (i) a private auction or a fire, bulk, or bankruptcy sale or auction, other than a bulk sale to a purchaser of the strata lot;
  - (ii) a store for the sale of second hand goods or surplus articles, insurance salvage stock, fire sale or bankruptcy stock;
  - (iii) a business which, because of the merchandising methods likely to be used, would tend to lower the character of the strata development,
  - (iv) an operation in any line of merchandise which makes a practice of unethical or deceptive advertising or selling procedures; or
  - (v) sleeping apartments or lodging rooms.
- (5) A non-residential strata lot, or any portion thereof, may only be used in accordance with applicable governmental zoning bylaws and rules and regulations in effect from time to time.

#### Bylaw restrictions

- 7.5 (1) The strata corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the owner of a non-residential strata lot from fully utilizing a non-residential strata lot for commercial purposes in accordance with the applicable governmental zoning bylaws and rules and regulations in effect from time to time, provided that the activity carried on in the non-residential strata lot is not a breach of these bylaws.
- (2) The strata corporation will not pass any bylaws or rules which restrict the hours of operation of any business carried on within a non-residential strata lot.

- (3) The strata corporation will not pass any bylaws or rules which prohibit, prevent or impair the ability of an owner or occupant of a non-residential strata lot from leasing, subleasing, granting a licence, entering into any lease, sublease, or license arrangement with respect to the use of a non-residential strata lot.
- (4) The strata corporation will not pass any bylaws or rules, grant any rights to exclusive use or designate any areas as limited common property where such bylaw or rule, or such grant or designation will limit access to, impair the visibility of or obstruct the non-residential strata lots or otherwise have a negative impact on the businesses carried on in and from the non-residential strata lots or that unreasonably discriminate against the owner or occupant of a particular non-residential strata lot.
- (5) Any amendments to bylaws 7.5(1) to (5) inclusive may only be made with the written consent of all the owners of the non-residential strata lots.

### **PART 8 - Voluntary Dispute Resolution**

#### **Voluntary dispute resolution**

- 8.1** (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
- (a) all the parties to the dispute consent; and
  - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (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.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

### **PART 9 - Marketing Activities by Owner Developer for Display Lot**

#### **Marketing activities**

- 9.1** During the time that the owner developer of the strata corporation is a first owner of any strata lot, it will have the right to maintain any such strata lot or strata lots, whether owned or leased by it, as a display lot or lots, and to carry on sales functions, including, without limitation, placing and displaying of signs, the advertising and holding of special promotions and open houses and other marketing events, it considers necessary in order to enable it to sell such strata lot or strata lots.

### **PART 10 – Strata Storage Rooms**

- 10.1** (1) Strata-owned storage rooms may be rented on a month-to-month basis at a rate determined by the Strata Council from time-to-time. Application to use a Strata-owned storage room shall be made in writing to Strata Council. When a storage

room becomes available, the Strata Council shall satisfy applications on first-come, first-serve basis, with applications from owners being considered first.

- (2) A resident shall not be permitted to (continue to) rent more than one Strata-owned storage room when there is an unfulfilled application from another resident, whether an owner or a tenant, who is not currently renting a Strata-owned storage room.

Use of Strata-owned storage rooms are not transferable by any owner or resident and the right of a particular strata lot to use a Strata-owned storage room will terminate when the unit transfers ownership.”

### **PART 11 – Quorum of General Meetings**

#### **11.1 Quorum – General Meetings**

Notwithstanding section 48(3) of the Strata Property Act, if within a 1/2 hour of the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further 1/2 hour and if within one hour from the time originally appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.”

### **PART 12 – Rooftop Garden Plots**

- 12.1 (1) Strata-owned garden plots may be rented on a month-to-month basis at a rate determined by the Strata Council from time-to-time. Application to use a Strata-owned garden plot shall be made in writing to the Strata Council or designate. When a plot becomes available, the Strata Council shall satisfy applications on first-come, first-served basis, with applications from owners being considered first..
- (2) The resident(s) of a unit shall not be permitted to rent, or to continue to rent, more than one Strata-owned garden plot when there is an unfulfilled application from another resident, whether an owner or a tenant, who is not currently renting a Strata-owned garden plot.
- (3) Use of a Strata-owned garden plot is not transferable by any owner or resident and the right of a particular strata lot to use a Strata-owned garden plot will terminate when the unit transfers ownership, or when a tenancy is terminated, or when s. (4) is applied.
- (4) A resident shall not be permitted to continue renting a Strata-owned garden plot if, in the opinion of the Strata Council, the plot is unused or insufficiently maintained.

### **PART 13 – Kayak Racks**

- 13.1 (1) Strata-assigned kayak racks may be rented on a month-to-month basis at a rate determined by the Strata Council from time-to-time. Application to use a Strata-assigned kayak rack shall be made in writing to the Strata Council or designate. When a rack becomes available, the Strata Council shall satisfy applications on first-come, first-served basis, with applications from owners being considered first.



- (2) The resident(s) of a unit shall not be permitted to rent, or to continue renting, more than one Strata-assigned kayak rack when there is an unfulfilled application from another resident, whether an owner or a tenant, who is not currently renting a Strata-assigned kayak rack.
- (3) Use of a Strata-assigned kayak rack is not transferable by any owner or resident and the right of a particular strata lot to use a Strata-assigned kayak rack will terminate when the unit transfers ownership, or when a tenancy is terminated, or when s. (4) is applied.
- (4) A resident shall not be permitted to continue renting a Strata-assigned kayak rack if, in the opinion of the Strata Council, the boat on the rack is unused or insufficiently maintained.

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Ordered by Ron Neal on 2019/09/23

# BYLAWS – Synergy

## PART 1 - Duties of Owners of all Strata Lots, Tenants, Occupants and Visitors

### Payment of fees

- 1.1 (1) An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate. The strata fees will be made up of the fees owing to the strata corporation as set out in the approved budget. For strata lots 50, 51 and 52 inclusive, the strata fees will include any amounts attributable to the strata corporation's maintenance and repair of the rooftop garden areas designated as limited common property for the use of the owners of such strata lots, as such amounts are set out in the approved budget.
- (2) The strata corporation will be entitled to collect from the owners as-part of their strata fees all amounts payable under the statutory right of way and rent charge in favour of Dockside Green (Victoria) Society, registered under numbers FB 39583 and FB 39584 respectively, and the charges in favour of the sewer service provider and operator of the biomass facility, registered under numbers FB150891, FB150892; and FB150893, respectively, as amended, superseded and replaced at any time and from time to time, such amounts to be allocated to each strata lot (or, if there is no allocation to each strata lot by meter or otherwise, or if the allocation to the strata lots is not known, then based on unit entitlement), and the strata corporation will remit all amounts collected as required on behalf of the owners.
- (3) If an owner is late in paying his or her strata fees, then the owner must pay to the strata corporation interest on the late payment in-the amount of 10% per annum compounded annually, and allocated on a monthly basis commencing the date the payment was due and continuing until the last day of the month in which it is paid. In addition to interest, failure to pay strata fees on the due date will result in a fine of \$50 for each month or portion thereof.
- (4) Any payments made by an owner will first be applied to the payment-of outstanding interest, fines and special levies, and secondly to the payment of outstanding strata fees.

### Repair and maintenance of property by owner

- 1.2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) 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) As provided in bylaw 2.1(c)(iii), the strata corporation will maintain and repair the rooftop garden areas designated as limited common property for strata lots 50, 51 and 52 inclusive. The owners of these strata lots are required to pay to the strata corporation the costs of such maintenance and repair.

### Use of property

- 1.3 (1) An owner, tenant, occupant, employee, agent, invitee, guest or visitor must not use a strata lot, the common property or common assets in a way that:

- (a) causes a nuisance, disturbance or hazard to another person;
  - (b) causes unreasonable or repetitive noise;
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;
  - (d) is illegal, immoral or injurious to the reputation of the building; or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.
- (2) An owner, tenant, occupant, employee, agent, invitee, guest or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.
  - (3) When the purpose for which a residential strata lot is intended to be used is shown expressly or by necessary implication on or by the registered strata plan, an owner will not use his or her strata lot for any other purpose, or permit it to be so used.
  - (4) An owner of a residential strata lot who has or installs hard floor surfaces such as hardwood floors or tile in his or her strata lot must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes.
  - (5) Notwithstanding any other of these bylaws, the strata corporation and the owners acknowledge that the portion of the common property of the development comprising the parkade is subject to a lease (the "Parking Lease") granted by the owner developer to Dockside Green Parking Ltd., a copy of which lease has been provided to the strata corporation and, accordingly, such portion of the common property may only be used in accordance with the terms of the Parking Lease.

### **Inform strata corporation**

- 1.4 (1) Within two weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) Prior to a tenant occupying a strata lot, the owner must cause the tenant to inform the strata corporation of his or her name and to complete and deliver to council a Notice of Tenant Responsibilities in Form K under the Act.

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

- 1.5 (1) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;

- (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
  - (d) doors, windows or skylights on the exterior of a building, or that front on the common property (e.g., adding security devices to the entrance door to a strata lot);
  - (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) parts of the strata lot which the strata corporation must insure under section 149 of the Act including, without limitation, fixtures installed by the owner developer as part of the original construction of a strata lot (e.g., the original wall to wall carpeting).
- (2) The strata corporation must not unreasonably withhold its approval under bylaw 1.5(1), but may require as a condition of its approval that the owner agree, in writing:
- (a) to take responsibility for any current and future expenses relating to the alteration; and
  - (b) to remove the alteration and restore the common property, if required by the strata corporation, prior to moving out of the strata lot.
- (3) An owner must not do, or permit any occupant of his or her strata lot or any tenant, occupant, employee, agent, invitee, guest or visitor of the owner or occupant to do, any act, nor alter, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to alter, his or her strata lot, in any manner, which in the opinion of the council will alter the exterior appearance of the building.

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

- 1.6**
- (1) An owner, tenant or occupant must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property, or common assets.
  - (2) The strata corporation may require as a condition of its approval that the owner agree, in writing:
    - (a) to take responsibility for any current and future expenses relating to the alteration;
    - (b) to provide, at the request of the strata corporation, evidence of appropriate insurance coverage relating to the alteration; and
    - (c) to remove the alteration and restore the common property, if required by strata corporation, to remove when sell and move.

### **No alteration of noise abatement components**

- 1.7**
- (1) In view of the requirements of the Master Development Agreement between the City of Victoria (the "**City**") and the owner developer dated September 7, 2005 and the "Design Guidelines for the Dockside Lands" dated September, 2005, and for reason of the development's close proximity to certain industrial

and commercial uses, and for reason of the provisions of the City's Noise Bylaw as they apply to the development lands, notwithstanding bylaws 1.5 and 1.6, no owner will remove or alter, and the strata corporation will not remove, alter or be required to approve removal or alteration of, any noise abatement or reduction building components incorporated into the original construction of the building.

- (2) Bylaws 1.7(1) and this (2) may not be amended, modified, repealed or replaced, in whole or in part, except by a unanimous vote of the owners of the strata corporation.

### **Permit entry to strata lot**

- 1.8** (1) An owner, tenant, occupant or visitor must allow a person authorized by the strata corporation to enter the strata lot:
  - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
  - (b) at a reasonable time, on 48 hours' written notice:
    - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act;
    - (ii) to ensure compliance with the Act and these bylaws; and
    - (iii) to obtain information respecting utility and water consumption which is measured in control meters within a strata lot to the extent that the strata corporation is authorized by these bylaws to pay for such utilities and water on behalf of the owners.
- (2) The notice referred to in bylaw 1.8(1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) In exercising its rights under this bylaw, the strata corporation will not unreasonably interfere with the operation of any occupant of a strata lot.

### **Compliance with bylaws**

- 1.9** An owner, tenant, occupant, employee, agent, invitee, guest or visitor must comply strictly with these bylaws and with any rules adopted by the strata corporation applicable to such owner from time to time.

### **Pets**

- 1.10** (1) An owner, tenant or occupant that keeps a pet must comply with these bylaws and any rules enacted by the council on behalf of the strata corporation with respect to the keeping of pets.
- (2) An owner or occupant of a residential strata lot that keeps a dog, cat or other non-caged animal in his or her strata lot, either permanently or temporarily, will register that pet with the council by providing to the council a written notice, signed by the owner setting out the name, breed and colour of the pet, the strata lot number of the strata lot in which the pet is kept, the name and telephone number of the owner of the pet and the licence number of the pet

(when the pet is required to be licensed), and will only keep a pet in his or her strata lot in compliance with these bylaws.

- (3) An owner, tenant, occupant, employee or visitor must ensure that all animals are leashed or otherwise secured and under the control of a responsible adult when on the common property or on land that is a common asset.
- (4) No owner or occupant of a strata lot will permit his or her pet to urinate or defecate on the common property or on any limited common property, and if any pet does urinate or defecate on the common property or on any limited common property, then the owner or occupant will immediately and completely remove all of his or her pet's waste from the common property or limited common property, as the case may be, and dispose of it in a waste container or by some other sanitary means and if, in the reasonable opinion of the strata corporation:
  - (a) any special cleaning is required as a result of the pet urinating or defecating, then the owner or occupant will pay all costs of such special cleaning; or
  - (b) replacement of the floor covering is necessary as a result of the pet urinating or defecating, then the owner or occupant will pay all costs of such replacement.
- (5) An owner of a strata lot whose guest, employee or invitee brings an animal or pet onto the common property or any limited common property will be responsible to ensure that the guest or invitee complies with all requirements of these bylaws as they relate to pets and will perform all of the duties and obligations with respect to that animal as set out in these bylaws as if the animal were one kept by the owner or occupant in his or her strata lot.
- (6) The strata corporation may:
  - (a) make, amend, rescind and enforce rules and regulations it considers necessary or desirable from time to time in relation to the terms and conditions under which any animal or type of animal may be permitted on the common property and the types of pet permitted to be on the common property and, for this purpose, make different rules and regulations and different terms and conditions for different types of animals; and require removal by an owner or occupier of any residential strata lot of any pet or other animal kept by the owner or occupier in a strata lot if such pet or animal, in the opinion of the council, constitutes a nuisance to any owner or occupier of a strata lot, or causes danger or damage to any owner or occupier of a strata lot or to any property of the strata corporation or an owner or occupier of a strata lot.

### **Claims on insurance policies**

- 1.11** An owner, tenant or occupant must not do, or omit to do, whether deliberately or accidentally, any act which would result in a claim being made on the insurance policy the strata corporation.

### **Boilers**

- 1.12** The strata corporation will quit claim and transfer the boilers in the Development to the owner developer, at the request of the owner developer, and allow the owner

developer to remove the boilers, without compensation to the strata corporation, if the owner developer constructs a waste wood co generation facility, decommissions the boilers and is able to provide hot water to the Development from the waste wood facility.

## Reclaimed Water Use

- 1.13** An owner, tenant or occupant must not modify the existing interior plumbing if such modifications relate to or impact the reclaimed water and potable water supply works within the Development, unless such modifications are carried out by certified plumbers familiar with reclaimed water use and potable water supply systems. A copy of the relevant communications materials approved by the Regional Environmental Protection Manager and the Chief Medical Health Officer of the Vancouver Island Health Authority regarding reclaimed water use will be provided by the strata corporation, upon request.

## PART 2 - Powers and Duties of Strata Corporation and Council

### Repair and maintenance of property by strata corporation

- 2.1** The strata corporation must repair and maintain all of the following:

- (a) common assets of the strata corporation;
- (b) common property that has not been designated as limited common property;
- (c) limited common property, but the duty to repair and maintain it is restricted to:
  - (i) repair *and* maintenance that in the ordinary course of events occurs less often than once a year,
  - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
    - (1) the structure of a building; 6
    - (2) the exterior of a building;
    - (3) chimneys, stairs, balconies and other things attached to the exterior of a building;
    - (4) doors, windows and skylights on the exterior of a building or that front on the common property; and
    - (5) fences, railings and similar structures that enclose patios, balconies and yards; and
  - (iii) the rooftop garden areas designated as limited common property for strata lots 50, 51 and 52 inclusive (the owners of such strata lots are required to pay the strata corporation for the costs of such repair and maintenance);
- (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) 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 the common property; and
- (v) fences, railings and similar structures that enclose patios, balconies and yards; and
- (e) the landscaping originally installed by the City between the lands on which the development is situated and Harbour Road.

### **Council size**

**2.2** The council must have at least three and not more than seven members.

### **Council members' terms**

- 2.3**
- (1) Members of the council shall serve for a term of two (2) years, expiring at the second annual general meeting after their election, at which meeting their successors must be elected.
  - (2) Notwithstanding bylaw 2.3(1), half of the members of council elected at the 2009 annual general meeting, chosen by lot or agreement, shall serve for a term of one year only. Thereafter members of the council shall be elected to hold office for a period of two (2) years; vacancies shall be filled in alternate years with either three (3) or four (4) members being replaced by an election at each Annual General Meeting. When circumstances warrant, no more than two members may be elected to the council for a period of shorter than two years.
  - (3) A person whose term as council member is ending is eligible for re-election.

### **Removing council member**

- 2.4**
- (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.
  - (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
  - (3) 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 the Act.

### **Replacing council member**

- 2.5**
- (1) If a council member resigns or is unwilling or unable to act for a period of two or more months, then the remaining members of the council may appoint a replacement council member for the remainder of the term.
  - (2) A replacement council member may be appointed from any person eligible to sit on the council.
  - (3) The council may appoint a council member under this bylaw even if the absence of the member being replaced leaves the council without a quorum.
  - (4) If all the members of the council resign or are unwilling or unable to act for a period



of two or more months, then 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.

## **Officers**

- 2.6**
- (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 and a vice president, and may elect a secretary and a treasurer.
  - (2) A person may hold more than one office at a time, other than the offices of president and vice president.
  - (3) The vice president has the powers and duties of the president:
    - (a) while the president is absent or is unwilling or unable to act; or
    - (b) for the remainder of the president's term if the president ceases to hold office.
  - (4) If an officer other than the president is unwilling or unable to act for a period of two or more months, then the council members may appoint a replacement officer from among themselves for the remainder of the term.

## **Calling council meetings**

- 2.7**
- (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.
  - (2) The notice referred to in bylaw 2.7(1) does not have to be in writing.
  - (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.
  - (4) The council must inform owners about the council meeting as soon as feasible after the meeting has been called.

## **Requisition of council hearing**

- 2.8**
- (1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
  - (2) If a hearing is requested under bylaw 2.8(1), then the council must hold a meeting to hear the applicant within one month of the request.
  - (3) If the purpose of the hearing is to seek a decision of the council, then the council must give the applicant a written decision within one week of the hearing.

## Quorum of council

- 2.9** (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.
- (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

## Council meetings

- 2.10** (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.
- (2) If a council meeting is held by electronic means, then council members are deemed to be present in person.
- (3) Owners may not attend council meetings as observers unless council, in its sole discretion, agrees to permit members to attend.
- (4) Despite bylaw 2.10(3), no observers may attend those portions of council meetings that deal with any of the following:
- (a) bylaw contravention hearings;
  - (b) rental restriction bylaw exemption hearings; and
  - (c) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

## Voting at council meetings

- 2.11** (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) If there is a tie vote at a council meeting, then the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a council meeting must be recorded in the council meeting minutes.

## Council to inform owners of minutes

- 2.12** The council must inform owners of the minutes of all council meetings within two weeks of the meeting, whether or not the minutes have been approved.

## Delegation of council's powers and duties

- 2.13** (1) Subject to bylaws 2.13(2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (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 2.13(3).
- (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.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case:
- (a) whether a person has contravened a bylaw or rule;
  - (b) whether a person should be fined, and the amount of the fine; or
  - (c) whether a person should be denied access to a recreational facility.
- (5) Notwithstanding any other of these bylaws, the council and each owner acknowledges that the owner developer has established a non-profit community association (the "**Community Association**") to take responsibility for certain matters relating to the community amenities and certain utilities within Dockside Green (collectively, the "**Community Amenities**"), including those located on the common property of the development and consisting of, among other things, certain parking stalls in outdoor and/or unsecured parking areas, a greenway, pathways, water features and bike paths, and the council hereby delegates to the Community Association the authority to:
- (a) operate, manage and maintain the Community Amenities;
  - (b) prepare and administer a budget in respect of the operation, management and maintenance of the Community Amenities; and
  - (c) make reasonable rules and regulations for the control, maintenance and management of the Community Amenities.
- (6) Each owner acknowledges that the strata corporation is a member of the Community Association and each owner will cause the strata corporation to support the Community • Association, pay any fees of the Community Association when due and comply with maintenance and construction standards as may be adopted by the Community Association from time to time to maintain the environmentally-friendly character of the Dockside Green community.
- (7) Bylaws 2.13(5), (6) and this (7) may not be amended, modified, repealed or replaced, in whole or in part, except by a unanimous vote of the owners of the strata corporation.

## Spending restrictions

- 2.14** (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.

- (2) Despite bylaw 2.14(1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

### **Limitation on liability of council member**

- 2.15** (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.
- (2) Bylaw 2.15(1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

### **Consents**

- 2.16** (1) Any consent, approval or permission given under these bylaws by the council will be revocable at any time upon reasonable notice.
- (2) Notwithstanding any provision of the Act, the strata corporation may proceed under the *Small Claims Act* (British Columbia) against an owner or other person to collect money owing to the strata corporation, including money owing as a fine, without requiring authorization by a resolution passed by a 3/4 vote.

### **LEED Certification**

- 2.17** (1) The council and each owner acknowledge that the development is in the process of, or has been LEED certified and that they will use commercially reasonable efforts to, assist the developer in obtaining LEED certification, and if such certification has been obtained, to maintain such certification.

## **PART 3 - Enforcement of Bylaws and Rules**

### **Maximum fine**

- 3.1** (1) The strata corporation may fine an owner or tenant a maximum of:
- (a) \$200 for each contravention of a bylaw; and
- (b) \$50 for each contravention of a rule.
- (2) Each owner is responsible for payment, without invoice, of any money (other than strata fees, but including special levies) owing to the strata corporation as provided for in the Act or these bylaws and if the owner fails to pay any money so owing within 15 days after the date such money becomes due, then the owner will, after having been given written notice of the default and been provided with a reasonable opportunity to answer the complaint (including a hearing if requested), be assessed and pay a fine of \$10.00, and if such default continues for a further 15 days, then an additional fine of \$25.00 will be levied against and paid by the owner and for each additional month such default continues, an additional fine of \$25.00 will be levied against and paid by the owner.
- (3) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the

strata corporation to enforce these bylaws, as they may be amended from time to time, or any rule or regulation which may be established from time to time by the council pursuant to the Act or these bylaws, will become part of the assessment of the owner responsible and will become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the strata corporation may not register a lien against such separate component.

- (4) Any costs or expenses incurred by the strata corporation as a result of an infraction or violation of the bylaws or any rules and regulations established under them, including but not limited to the full cost in repairing any damage to the plumbing, electrical and other systems of the building or other parts of the common property caused by the owner, his or her tenants, occupants, employees, agents, invitees, guests or visitors, will be charged to that owner and will be payable on or before the first day of the month next following the date on which the costs or expenses are incurred.
- (5) Where any claim has been made against the insurance policy of the strata corporation as a result of a violation of any of the bylaws or any rule or regulation which may be established from time to time by the council pursuant to the Act or the bylaws, by any owner or any tenant, occupant, employee, agent, invitee, guest or visitor of such owner, a sum equal to the amount of the deductible charged by the insurer of the strata corporation as a result of the claim will be payable by the owner of the strata lot and will become due and payable on the first day of the month next following.

### **Continuing contravention**

- 3.2** If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven days, then a fine may be imposed every seven days.

## **PART 4 - Annual and Special General Meetings**

### **Person to chair meeting**

- 4.1**
- (1) Annual and special general meetings must be chaired by the president of the council.
  - (2) If the president of the council is unwilling or unable to act, then the meeting must be chaired by the vice president of the council.
  - (3) If neither the president nor the vice president of the council chairs the meeting, then a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

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

- 4.2**
- (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
  - (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the

chair of the meeting.

- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

## Voting

- 4.3**
- (1) At an annual or special general meeting, voting cards must be issued to eligible voters.
  - (2) At an annual or special general meeting a vote is decided on a show of voting cards, unless an eligible voter requests a precise count.
  - (3) If a precise count is requested, then the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
  - (4) The outcome of each vote, including the number of votes for and against the resolution if a precise count is requested, must be announced by the chair and recorded in the minutes of the meeting.
  - (5) If there is a tie vote at an annual or special general meeting, then 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.
  - (6) Despite anything in this bylaw, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
  - (7) An owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring an unanimous vote, if the strata corporation is entitled to register a lien against that strata lot.

## Order of business

- 4.4** The order of business at annual and special general meetings is as follows:
- (a) certify proxies and corporate representatives and issue voting cards;
  - (b) determine that there is a quorum;
  - (c) elect a person to chair the meeting, if necessary;
  - (d) present to the meeting proof of notice of meeting or waiver of notice;
  - (e) approve the agenda;
  - (f) approve minutes from the last annual or special general meeting;
  - (g) deal with unfinished business;
  - (h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;
  - (i) ratify any new rules made by the strata corporation;
  - (j) report on insurance coverage, if the meeting is an annual general meeting;
  - (k) approve the budget for the coming year, if the meeting is an annual general meeting;

- (l) deal with new business, including any matters about which notice has been given;
- (m) elect a council, if the meeting is an annual general meeting; and
- (n) terminate the meeting.

### **Electronic Attendance at Meetings**

**4.5** At the option of council, attendance by persons at an annual or special general meeting may be by telephone or other electronic method if such method permits all persons participating in the meeting to communicate with each other during the meeting.

## **PART 5 - Common Expenses**

### **Strata fees**

**5.1** The strata lot owners' contributions to the common expenses of the strata corporation will be levied in accordance with this bylaw.

### **Apportionment of common expenses**

**5.2** Common expenses will be apportioned in the following manner:

- (a) subject to bylaw 5.2(b), common expenses will be for the account of the strata corporation and will be allocated to all strata lots and will be borne by the owners in proportion to the unit entitlement of their strata lot or as otherwise set out in the current budget of the strata corporation; and
- (b) common expenses attributable to any one strata lot will be allocated to such strata lot.

### **Payment of "non-common" expenses**

**5.3** In addition to the payments contemplated in bylaws 1.1(2) and 5.4, if a strata lot requires a utility or other service:

- (a) that is not supplied to all strata lots, then the cost will not be a common expense and if this utility is not separately metered or billed so as to measure the use thereof by the strata lot then the cost of such utility or service will be apportioned and charged to the strata lot by the strata corporation on such reasonable basis as it will determine; and
- (b) that is separately metered by individual strata lot, then the cost will not be a common expense, but to facilitate payment the strata corporation is hereby authorized pursuant to section 38(a) and 72(3) of the *Strata Property Act* (British Columbia) to assume responsibility for the maintenance of metered utilities and/or services to the strata development, if it so elects, and may enter into contracts with utility providers that provide for payment of metered utilities by the strata corporation which will then be allocated to individual owners on the basis of the meters.

**5.4** The cost to each owner of a strata lot of the electrical power supplied to it will be separately metered for that strata lot.

## Expenses attributable to limited common property

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

## PART 6 - Bylaws Applicable to Residential Strata Lots

### Use of property

- 6.1 An owner of a residential strata lot will not:

- (a) keep any animals or pets of any kind in his or her strata lot or on or about the common property, which includes the outside grounds of the strata plan, except in accordance with these bylaws and any rules and regulations established by the council from time to time;
- (b) use, or permit any occupant of his or her strata lot to use, his or her strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
- (c) make, cause or produce or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to make, cause or produce, undue noise, smell, vibration or glare in or about any strata lot or common property or to do anything which will interfere unreasonably with any other owner or occupant;
- (d) use, or permit any occupant of his or her strata lot or a tenant, employee, agent, invitee, guest or visitor of the owner or occupant to use, any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot or, the common property or any limited common property such that it causes a disturbance or interferes with the comfort of any other owner or occupant;
- (e) obstruct or use, or permit any occupant of his or her strata lot or a tenant, employee, agent, invitee, guest or visitor of the owner or occupant to obstruct or use, the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
- (f) leave, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to leave, on the common property or any limited common property, any shopping cart or any other item designated from time to time by the council;
- (g) use, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to



- use, a barbecue, hibachi or other like cooking device on a balcony, deck or patio unless such barbecue, hibachi or cooking device is powered by propane or electricity and such propane or electricity powered barbecues, hibachis and other light cooking devices will not be used except in accordance with rules and regulations made by the strata corporation from time to time;
- (h) shake, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to shake, any mops or dusters of any kind, nor throw, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to throw, any refuse, out of the windows or doors or from the balcony of a strata lot;
  - (i) do, or permit any occupant of his or her strata lot or any tenant, employee, agent, invitee, guest or visitor of the owner or occupant to do, anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
  - (j) permit a condition to exist within his or her strata lot which will result in the waste or excessive consumption of the building's domestic water supply or heated water;
  - (k) allow his or her strata lot to become unsanitary or a source of odour;
  - (l) feed, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to feed, pigeons, gulls or other birds, squirrels, rodents or other animals from the strata lot or anywhere on or in close proximity to the common property or any limited common property, but this will not apply to a pet permitted to be kept in his or her strata lot pursuant to these bylaws and the rules and regulations made hereunder, which pet will be fed only in his or her strata lot;
  - (m) install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to install, any window coverings, visible from the exterior of his or her strata lot which are different in size or colour from those of the original building specifications;
  - (n) hang or display, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, balconies or other parts of the building so that they are visible from the outside of the building;
  - (o) use or install, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant use or install, in or about the strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, or hard surface flooring, except those installations approved in writing by the council;
  - (p) erect on or fasten to, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to erect on or fasten to, the strata lot, the common property or any limited common property any television or radio antenna, dish or similar

- structure or appurtenance thereto;
- (q) place, or permit any occupant of his or her strata lot or any guest, employee, agent or invitee of the owner or occupant to place, any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot;
  - (r) place, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to place any indoor-outdoor carpeting on any deck, patio or balcony, or place any items on any deck, patio or the balcony except free-standing, self-contained planter boxes, summer furniture and accessories (subject to bylaw 7.2) nor install, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to install, any a hanging plants or baskets or other hanging items within three feet of a balcony railing line;
  - (s) give, or permit any occupant of his or her strata lot to give, any keys, combinations, security cards or other means of access to the building, the parking garage or common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws;
  - (t) have, install or use a hot tub, jacuzzi, spa, whirlpool or swirlpool on the balcony, deck or patio of the strata lot or any area in the limited common property or the common property, without first obtaining the prior written approval of the council. This bylaw 6.1(t) shall not apply to penthouse strata lots 50, 51 and 52;
  - (u) alter or renovate his or her strata lot or install any device or material within or about his or her strata lot or the common property, including limited common property, such that such alteration, renovation or installation or use thereof causes or has the potential to cause unreasonable disturbance or unreasonably interferes with the comfort of any other owner, tenant or occupant; or
  - (v) alter or remove any carpeting or other floor covering from the floors of his or her strata lot without first obtaining the prior written approval of the council.
  - (w) use, or permit any occupant of his or her strata lot to use, a natural cut Christmas tree and shall not transport natural cut Christmas trees on any part of the common property. Residents may utilize natural potted trees or artificial trees. All artificial trees and decorations must be of fire retardant material which should be of sufficient quality to pass Fire Department inspection.

### **Use of limited common property**

- 6.2** Owners of residential strata lots which do not have enclosed balconies will not place planters or other such items or equipment within any part of the limited common property designated on the strata plan exclusively for the use of such owner unless, in the opinion of the council, such planters, items or equipment are in keeping with the balance of the development in terms of design, quality, proportion and colour. Any such planters, items or equipment will be maintained in good and tidy condition on an

ongoing basis and the responsibility for such maintenance will be solely for the account of the owner of the strata lot entitled to the use of the limited common property on which they are placed. Under no circumstances will an owner, tenant or occupant install a hook, hanger, bracket or other device to the exterior of the building which could potentially cause a breach of the integrity of the building envelope.

### Garbage disposal

- 6.3 An owner of a residential strata lot will remove ordinary household refuse and garbage from his or her strata lot and deposit it in the containers provided by the strata corporation for that purpose; all garbage will be bagged and tied before so depositing and the owner will remove any materials other than ordinary household refuse and garbage from the strata plan property at his or her expense.

### Bicycle storage

- 6.4 (1) Bicycles are not permitted in elevators, hallways or any other indoor common areas, except to the extent necessary to access the strata lots and bicycle storage room(s). No bicycles are to be kept on balconies or patios; instead, they will be stored within the bicycle storage room(s) or such other area as may be prescribed by the council. All bicycles must enter or exit the building as required by the strata corporation.
- (2) The council will, subject to the provisions of the Act, be responsible for the orderly administration of the use of spaces within the bicycle storage room(s). Such administration may also include, without limitation, the issuance of keys or security passes and rights to store additional bicycles within the bicycle storage room(s), including charging fees to users if approved by resolution of the strata corporation.
- (3) Any owner, tenant, occupant of any strata lot or guest, employee, agent or invitee of any owner or occupant, that leaves any item anywhere on or in the common property or on any limited common property does so at his or her own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is an insured under that policy.

### Parking

- 6.5 (1) As described in bylaw 1.3(5), a portion of the common property of the development comprising the underground parkade is subject to the Parking Lease. The parking stalls, kayak racks and storage lockers subject to the Parking Lease are within a secure area of the underground parkade (the "**Secured Stalls**") except for a portion of the parking stalls which are located in an unsecured area of the underground parkade (the "**Unsecured Stalls**").
- (2) An owner, tenant or occupant of any strata lot must use parking stalls only for the parking of licensed and insured motor vehicles, motorcycles or bicycles, and not for the parking of any other type of vehicle or the storage of any other item, unless otherwise approved in writing by the council. Notwithstanding the

foregoing, an owner, tenant or occupant may store a boat trailer or other recreational vehicle within a parking stall if such boat trailer or other recreational vehicle fits within such parking stall without creating a danger or hazard to other users of the parking stalls and complies with all applicable bylaws, and provided that the owner, tenant or occupant, as the case may be, has obtained adequate insurance coverage in respect thereof.

- (3) An owner of a residential strata lot will not:
- (a) use, or permit any occupant of his or her strata lot to use, any parking space in the building or on the common property or on any limited common property, except a parking space leased by the owner or, when specifically agreed with another owner, a parking space leased by that other owner;
  - (b) assign his or her interest in any Secured Stall to anyone other than an owner of a strata lot in the development (an interest in any Unsecured Stall may be assigned to any third party);
  - (c) carry out, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to carry out, any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;
  - (d) park, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to park any vehicle, in a manner which will reduce the width of the garage roadway or ramp or any roadway on the common property or on any limited common property; and
  - (e) use, or permit any occupant of his or her strata lot or a guest, employee, agent or invitee of the owner or occupant to use, any part of the common property (other than established storage rooms or lockers) for storage, without the written consent of the council.
- (4) An owner, tenant or occupant of a residential strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property as a result of any activity prohibited by these bylaws.
- (5) A certain number of the Secured Stalls (the "**Handicapped Stalls**") are designated as handicapped stalls on the parking plan attached as Schedule A to the Parking Lease. A handicapped holder (the "**Handicapped Owner**") of an interest in a Secured Stall (the "**Non-Handicapped Stall**") that is not a Handicapped Stall may request that the strata corporation allocate him or her a Handicapped Stall in accordance with the procedure set out below. If the strata corporation receives a written request from a Handicapped Owner for such a re-allocation, then the strata corporation will require that a non-handicapped holder (the "**Non-Handicapped Owner**") with an interest in a Handicapped Stall, if any, exchange his or her interest in the Handicapped Stall with the Handicapped Owner for his or her interest in the Non-Handicapped Stall for no consideration. Such an exchange will be accomplished by the Non-Handicapped Owner partially assigning his or her interest in the Parking Lease to the Handicapped Owner in respect of the Handicapped Stall, and the Handicapped Owner partially assigning his or her interest in the Parking Lease to the Non-Handicapped Owner in respect of the Non handicapped Stall. The

Non-Handicapped Owner and the Handicapped Owner will each execute a partial assignment of his or her interest in the Parking Lease in favour of the other substantially in the form attached as Schedule B to the Parking Lease.

- (6) At least one of the outdoor parking stalls will be a Community Amenity under the control of the Community Association and any Unsecured Stalls may be assigned to the Community Association. The Community Association may authorize any person (including any car share cooperative operating within Dockside Green from time to time) to use any such outdoor parking stalls and any such Unsecured Stalls and may mark any such outdoor parking stalls and any such Unsecured Stalls as for the sole use of whatever person the Community Association has authorized to use them.

### Move in / move out

- 6.6**
- (1) The strata corporation may regulate the times and manner in which any moves into or out of residential strata lots may be made and require that such moves be co-ordinated with the manager of the building at least seven days in advance of such moves, or such lesser period as the council may, in its sole discretion, permit, provided that if an owner carries out, or permits any tenant or occupant, or any guest, employee, agent or invitee of the owner or his or her tenant or an occupant of the strata lot, to carry out, any move into or out of his or her strata lot otherwise than in accordance with such prior arrangements made with the manager of the building, then the owner will be subject to a fine of \$100.00, such fine to be paid on or before the due date of the next monthly assessment payable by such owner.
  - (2) An owner of a residential strata lot must notify the strata corporation in advance of the date and time that the owner or an occupant of his or her strata lot will be moving into or out of the strata lot.
  - (3) The owner of a Strata Lot must pay the strata corporation a fee of \$100.00 whenever the owner or a tenant of the owner moves into or out of the complex, to cover the general wear and tear and additional maintenance of the hallways, elevators and foyer caused during a move. This fee shall be paid prior or concurrently with the time of the move.

### Rentals

- 6.7**
- (1) Before a tenant may move into any strata lot, the owner will deliver or cause to be delivered to the strata corporation a Notice of Tenant Responsibilities in Form K under the Act.
  - (2) An owner will advise the council in writing of the time and date that any tenant intends to move in or out of the strata lot, at least seven days in advance and will make arrangements with the manager of the building to co-ordinate any such move in accordance with bylaw 6.6.
  - (3) It is intended that up to nine residential strata lots in the development (collectively, the "**Market Affordable Strata Lots**") may be sold to one or more qualified buyers and held by them and such strata lots shall be owner/occupied units only, and shall not be used for rental purposes.
  - (4) It is intended that no fewer than 17 of the residential strata lots (ie. 20% of the residential strata lots) will be permitted to be rented to tenants at any time. The

strata corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the ability of owners to rent to tenants no fewer than 17 of the residential strata lots at any time.

- (5) Bylaws 6.7(3), (4) and this (5) may not be amended, modified, repealed or replaced, in whole or in part, except by a unanimous vote of the owners of the strata corporation.

### **Selling of strata lots**

- 6.8**
- (1) An owner of a residential strata lot, when selling his or her strata lot, will not permit "For Sale" signs to be placed on or about the common property except on a signage board located near the entrance to the building (if any such signage board is provided for such purpose) which is designated for such purpose.
  - (2) An owner of a residential strata lot, when selling his or her strata lot, will not hold or permit to be held, any public open house except in the manner prescribed by the council. One open house for agents will be allowed per listing. Unless the council otherwise prescribes, all showings must be by appointment only.

## **PART 7 - Bylaws Applicable to Non-Residential Strata Lots**

### **Garbage disposal**

- 7.1** The owner of a non-residential strata lot will remove or cause to be removed all refuse and garbage from the strata lot and deposit it or cause it to be deposited in the containers provided by the strata corporation for that purpose.

### **Signs and displays**

- 7.2**
- (1) The owner of a non-residential strata lot may install signs or notices within a non-residential strata lot so as to be visible from the exterior of such strata lot and on the exterior of such strata lot, on the condition that the size and design of such signs or notices:
    - (a) have received any approvals required from applicable governmental authorities; and
    - (b) are in keeping with the overall presentation of the development in terms of quality, design and colour.
  - (2) All such signs and notices will be installed and maintained at the sole expense and risk of the owner of a non-residential strata lot and such owner will take out and maintain insurance for such signage as a reasonable owner displaying similar signage would obtain.
  - (3) The owner of a non-residential strata lot may install displays in its strata lot which is visible from the exterior of the strata lot, provided such displays are of professional display quality, face the windows, are constructed from new

materials and are maintained in first class condition.

### **Awnings and Exterior Alterations**

- 7.3** The owner of a non-residential strata lot will obtain the written permission of the strata council before undertaking alterations to the exterior or structure of any strata lot, which permission will not be unreasonably withheld.

### **Use of non-residential strata lots**

- 7.4** (1) The owner of a non-residential strata lot will be entitled to grant, appurtenant to any lease of such strata lot, a license or other right to use the limited common property designated for exclusive use by the owner of such strata lot and the owner will be entitled to retain for his or her sole account any consideration received with respect to such license or other right.
- (2) It is acknowledged and confirmed that any owner or occupant of a non-residential strata lot who installs, maintains and operates at 99% efficiency an economizer or electrostatic precipitator in the exhaust system for its strata lot will be deemed not to violate these bylaws as a result of the emission of any odours from its exhaust system.
- (3) The owner of a non-residential strata lot will not use, or permit any occupant of such strata lot to use, such strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 11:00 p.m. and 6:00 a.m. or that encourages loitering by persons in or about the strata lot or common property.
- (4) A non-residential strata lot, or any portion thereof, shall not be used for the following purposes:
- (i) a private auction or a fire, bulk, or bankruptcy sale or auction, other than a bulk sale to a purchaser of the strata lot;
  - (ii) a store for the sale of second hand goods or surplus articles, insurance salvage stock, fire sale or bankruptcy stock;
  - (iii) a business which, because of the merchandising methods likely to be used, would tend to lower the character of the strata development,
  - (iv) an operation in any line of merchandise which makes a practice of unethical or deceptive advertising or selling procedures; or
  - (v) sleeping apartments or lodging rooms.
- (5) A non-residential strata lot, or any portion thereof, may only be used in accordance with applicable governmental zoning bylaws and rules and regulations in effect from time to time.

### **Bylaw restrictions**

- 7.5** (1) The strata corporation will neither act nor pass any bylaw or rule which would have the effect of prohibiting, preventing or impairing the owner of a non-residential strata lot from fully utilizing a non-residential strata lot for commercial purposes in accordance with the applicable governmental zoning bylaws and rules and regulations in effect from time to time, provided that the activity carried on in the non-residential strata lot is not a breach of these

bylaws.

- (2) The strata corporation will not pass any bylaws or rules which restrict the hours of operation of any business carried on within a non-residential strata lot.
- (3) The strata corporation will not pass any bylaws or rules which prohibit, prevent or impair the ability of an owner or occupant of a non-residential strata lot from leasing, subleasing, granting a licence, entering into any lease, sublease, or license arrangement with respect to the use of a non-residential strata lot.
- (4) The strata corporation will not pass any bylaws or rules, grant any rights to exclusive use or designate any areas as limited common property where such bylaw or rule, or such grant or designation will limit access to, impair the visibility of or obstruct the non-residential strata lots or otherwise have a negative impact on the businesses carried on in and from the non-residential strata lots or that unreasonably discriminate against the owner or occupant of a particular non-residential strata lot.
- (5) Any amendments to bylaws 7.5(1) to (5) inclusive may only be made with the written consent of all the owners of the non-residential strata lots.

## **PART 8 - Voluntary Dispute Resolution**

### **Voluntary dispute resolution**

- 8.1**
- (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
    - (a) all the parties to the dispute consent; and
    - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
  - (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.
  - (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

## **PART 9 - Marketing Activities by Owner Developer for Display Lot**

### **Marketing activities**

- 9.1** During the time that the owner developer of the strata corporation is a first owner of any strata lot, it will have the right to maintain any such strata lot or strata lots, whether owned or leased by it, as a display lot or lots, and to carry on sales functions, including, without limitation, placing and displaying of signs, the advertising and holding of special promotions and open houses and other marketing events, it considers necessary in order to enable it to sell such strata lot or strata lots.



## **PART 10 – Strata Storage Rooms**

- 10.1** (1) Strata-owned storage rooms may be rented on a month-to-month basis at a rate determined by the Strata Council from time-to-time. Application to use a Strata-owned storage room shall be made in writing to Strata Council. When a storage room becomes available, the Strata Council shall satisfy applications on first-come, first-serve basis, with applications from owners being considered first.
- (2) A resident shall not be permitted to (continue to) rent more than one Strata-owned storage room when there is an unfulfilled application from another resident, whether an owner or a tenant, who is not currently renting a Strata-owned storage room.

Use of Strata-owned storage rooms are not transferable by any owner or resident and the right of a particular strata lot to use a Strata-owned storage room will terminate when the unit transfers ownership.”

## **PART 11 – Quorum of General Meetings**

### **11.1. Quorum – General Meetings**

Notwithstanding section 48(3) of the Strata Property Act, if within a 1/2 hour of the time appointed for an annual or special general meeting a quorum is not present, the meeting shall be terminated if the meeting was convened upon the requisition of members; but in any other case, the meeting shall stand adjourned for a further 1/2 hour and if within one hour from the time originally appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.”

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