

# **THE AVE STRATA PLAN - LMS 3187 BYLAWS**

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## **DIVISION 1- DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS**

### **1. Late Payment of Strata Fees**

- (1) Owner must pay Strata Fees on or before the first day of the month to which the Strata Fees relate.
- (2) Where an owner fails to pay strata fees on the due date, the owner must pay interest on the unpaid strata fees at the rate of 10% per annum, compounded annually from the due date until the date of receipt of payment.
- (3) Where an owner fails to pay strata fees by the 15<sup>th</sup> day of the month, the owner must pay a fine of up to \$200.00 and an additional fine of up to \$200.00 for every month that the strata fees remain outstanding.
- (4) Notwithstanding Bylaws 1.1 through 1.3 or any other provision in these Bylaws to the contrary, the Strata Corporation in its sole discretion and acting reasonably may allocate payments received from an owner, regardless of whether the payment is ordinarily earmarked for strata fees or special levies and regardless of whether the payment is made by post-dated cheque or automatic debit in accordance with Bylaw 1.4, first to fines, interest, move-in/out fees, or expense reimbursement provided the Strata Corporation provides written notice to the owner no less than fourteen (14) days before such payment is due to be made.

### **2. Repair and Maintenance of Property by Owners**

- (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. Use of Property**

- (1) An Owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
  - (a) causes a nuisance or hazard to another person,
  - (b) causes unreasonable noise,
  - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot.
  - (d) is illegal, or
  - (e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the Strata Plan.
- (2) An Owner or occupant or visitor will not cause to be done, anything on the common property which is likely to result in damage.
- (3) An Owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets or those parts of a strata lot which the Strata Corporation must repair and maintain under these Bylaws or insure under section 149 of the Act.
- (4) An Owner, tenant or occupant must not:

- (a) use the 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 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
  - (b) make, cause or produce undue smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other Owners, tenant or occupant;
  - (c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property, such that it causes a disturbance or interferes with the comfort of any other Owners, tenant or occupant;
  - (d) obstruct or use the hallways, 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;
  - (e) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
  - (f) allow a strata lot to become unsanitary or a source of odour;
  - (g) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these Bylaws and the Rules made hereunder, which pet shall be fed only in a strata lot;
  - (h) install any window coverings, visible from the exterior of his strata lot, which are different in size or colour from those of the original building specifications;
  - (i) hang or display any laundry, washing, clothing, bedding or other articles from windows, patios or other parts of the building so that they are visible from the outside of the building;
  - (j) use or install in or about a strata lot any shades, awnings, window or balcony guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the Council;
  - (k) erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto, except those installations approved in writing by the Council;
  - (l) place any signs, billboards, notices, flyers or other informational or advertising matter of any kind on, in, through, or visible from, the exterior of a strata lot; a common area corkboard for use by Owners or tenants is available in the mailroom. **(Amended at AGM-2024-06-24, CB1427682);**
  - (m) An owner, tenant or occupant must not shake mops, dusters, etc. of any kind from a window, balcony, door, or common area. **(Amended at AGM-2019-06-18, CA7668310).**
    - (n) ride any mechanical device, except for mechanical devices used by disabled persons, on common property intended for foot traffic, including hallways, breezeways, sidewalks, pathways, elevators, etc.
  - (o) operate vacuum cleaners between the hours of 11:00 p.m., and 7:00 a.m.
  - (p) store or keep hazardous materials in or about the strata lot, storage locker, underground parking area or common property;
  - (q) use their balconies for storage. Reasonable household items, flowers and shrubs, etc and those items specifically approved by Council, are permitted;
- (5) An Owner, tenant, occupant may rent the Amenity Room at a user fee to be determined by the Strata Council and set out in the Rules for the Strata Corporation.
- (6) An Owner, tenant, occupant may rent the Guest Suite at a user fee to be determined by the Strata Council and set out in the Rules of the Strata Corporation.

#### 4. Pets

- (1) An owner, tenant, occupant, or visitor must keep a pet under control at all times.

- (2) An Owner, tenant or occupant shall be entitled to keep 2 non-caged domestic animals, but not more than 2 in a strata lot. An Owner, tenant or occupant that keeps a pet must comply with these Bylaws and any rules enacted by the Strata Council on behalf of the Strata Corporation pursuant to Bylaw 3 with respect to the keeping of pets.
- (3) An Owner of a dog or cat shall attach a collar or have a tattoo or microchip on the pet with a tag identifying the Owner. **(Amended at AGM-2024-06-24, CB1427682);**
- (4) An Owner, tenant or occupant must keep a pet on a leash while on common property. The leash shall not be longer than 6'.
- (5) An Owner of a pet shall not permit the pet to urinate or defecate on the common property, and if any pet does urinate or defecate on the common property, the Owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means.
- (6) An Owner, tenant, or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these Bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these Bylaws.
- (7) No Owner, tenant or occupant shall permit his or her pet to interfere with any other person, pet or object, or permit his or her pet to disturb any other Owner, tenant or occupant with barking or howling.
- (8) If any Owner, tenant or occupant violates any provision of these Bylaws on a continuing basis without correction, or if the Strata Council on reasonable grounds considers a pet to be a nuisance the Strata Council may, by written notice to such Owner, tenant or occupant cause such Owner, tenant or occupant to have the pet removed from the strata lot within 7 days of receiving such notice and will be fined up \$200.00 each week in which the offending pet continues to occupy the premises.

## **5. Inform Strata Corporation**

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

## **6. Altering Exterior Appearance**

- (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
  - (a) the structure of a building;
  - (b) the exterior of a building;
  - (c) chimneys, stairs, patios or other things attached to the exterior of a building;
  - (d) doors, windows or skylights (including the casings, the frames and sills of such doors, windows and skylights) on the exterior of a building, or that front on the common property (ie. including, for example, adding security devices which are visible on the exterior of a door to a strata lot);
  - (e) fences, railings or similar structures that enclose a patio or yard;
  - (f) common property located within the boundaries of a strata lot;

- (g) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act.
- (2) The Strata Corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the Owners agree, in writing, to take responsibility for any expenses relating to the alteration and arrange all building permits.
- (3) Any alteration or addition made by an Owner or occupant without the approval of the Council may be restored or removed by the Council or its duly authorized representative and any costs incurred by the Corporation as a result, will be paid by the Owner to the Corporation.
- (4) An Owner, tenant, or occupant must not do any act, nor alter a strata lot, in any manner, which in the opinion of the Council will alter the exterior appearance of the building.

## **7. Insurance**

- (1) Owners, tenants, and occupants shall protect the common property from all hazards and not do any act or thing or fail or neglect to do any act or thing which would or could present a hazard to the Strata Plan or its occupants, which would or could increase the risk of fire, explosion, water or other damage or increase the rate of fire insurance premiums paid by the Corporation.
- (2) An Owner must obtain the written approval of the Strata Corporation before making an alteration to common property, including limited common property, or common assets.
- (3) The Strata Corporation may require as a condition of its approval that the Owners agree, in writing, to take responsibility for any expenses relating to the alteration and to provide, at the request of the Strata Corporation, evidence of appropriate insurance coverage relating to the alteration.
- (4) In the event that loss or damage occurs to a strata lot, common property, limited common property or common facilities that gives rise to a valid claim under the Strata Corporation's insurance policy, the Owner of the Strata Lot from where the damage originated is responsible for the deductible portion of the Strata Corporation's policy relative to the loss or damage if the Owner is responsible for the loss.
- (5) Owners are responsible for providing adequate insurance for the use of outdoor barbecues. Owners will be held responsible for all claims resulting from the use of a barbecue.
- (6) In the event that an Owner or any member of their family or their guests, servants, tenants, occupants, or agents cause damage to common property, limited common property or common facilities and the damage so caused is not covered by insurance, the strata lot Owner shall be held responsible for such loss and promptly reimburse the Strata Corporation for the full costs of repair or replacement of the damage done.
- (7) Owners and occupants will not permit explosives or flammable or offensive materials to be stored on the common or limited common property;
- (8) Live Christmas trees are permitted and must be brought in and removed using a tree bag. Trees are to be removed no later than January 15th each year. The Owner or occupant is responsible for the cleanup of any needle or branch droppings to any common area or limited common area, including underground parking areas, elevators, stairs, breezeways, etc. upon moving the trees in or out of the Strata Plan. Disposal of the tree is at the cost of the Owner or occupant and MUST be off-site of the Strata Plan lot. No dumping into the common areas, limited common areas, grounds, garbage containers, etc. is allowed.
- (9) An Owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property or to any strata lot by the Owner's act,

omission, negligence or carelessness or by that of any member of the Owner's family or the Owner's guests, employees, agents or tenants, to the extent that such expense is not reimbursed from the proceeds received by the operation of any insurance policy. In such circumstances, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and shall be charged to the Owner and shall be added to and become a part of the assessment of that Owner for the month next following the date on which the expense was incurred. Bylaw 40(7) does not limit, in any way, the ability of the strata corporation to sue an owner pursuant to s. 158(2) of the act.

## **8. Inspection of Strata Lots for Bylaw Compliance**

- (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 the Act; and
    - (ii) to ensure compliance with the Act and these Bylaws.
- (2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry and the reason for entry.

## **DIVISION 2 - POWERS AND DUTIES OF STRATA CORPORATION**

### **9. Repair and Maintenance**

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



- (4) the casings, the frames and the sill of the 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.

### **DIVISION 3 — COUNCIL**

#### **10. Council Size**

- (1) Council must have at least 3 and not more than 7 members.
- (2) The spouse, son, or daughter who is the age of majority of an owner may stand for election to the Council, provided that the owner on title renews written consent annually.

#### **11. Council Members' Terms**

- (1) The term of office of a Council member ends at the end of the Annual General Meeting at which the new Council is elected.
- (2) A person whose term as Council member is ending is eligible for re-election.

#### **12. Removing Council Member**

- (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, or owes any other fees and/or fines. **(Amended at AGM-2019-06-18, CA7668310).**
- (4) A member of Council is deemed to have resigned after missing three (3) consecutive Council meetings.

#### **13. Replacing Council Member**

- (1) If a Council member resigns or is unwilling or unable to act for a period of 3 or more months, 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 section even if the absence of the member being replaced leaves the Council without a quorum.
- (4) If all the members of the Council resign and are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a Special General Meeting to elect a new Council by complying with the provisions of the Act, the Regulations and the Bylaws respecting the calling and holding of meetings.

#### **14. Officers**

- (1) At the first meeting of the Council held after each Annual General Meeting of the Strata Corporation, the Council must elect, from among its members, a President, a Vice-President, a Secretary and a Treasurer.
- (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 period of 2 or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

#### **15. Calling Council Meetings**

- (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 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.

#### **16. Requisition of Council Hearing**

- (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 subsection (1) 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, the Council must give the applicant a written decision within one week of the hearing.

#### **17. Quorum of Council**

- (1) A quorum of the Council is
  - (a) 2, if the Council consists of 3 or 4 members,
  - (b) 3, if the Council consists of 5 or 6 members, and
  - (c) 4, if the Council consists of 7 members.

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

## **18. Council Meetings**

- (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, Council members are deemed to be present in person.
- (3) No person other than a member of the Council shall be entitled to attend a meeting of the Council unless authorized by a resolution of the Council. In the course of a meeting of Council, any person or persons (other than members of the Council) may be excluded from such meeting by a resolution of the Council.
- (4) Despite subsection (3), no observers may attend those portions of Council Meetings that deal with any of the following:
  - (a) Bylaw contravention hearings under section 135 of the Act;
  - (b) Rental Restriction Bylaw exemption hearings under section 144 of the Act;
  - (c) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

## **19. Voting at Council Meetings**

- (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, 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.

## **20. Council to Inform Owners of Minutes**

- (1) The Council must inform Owners of the Minutes of all Council Meetings within 2 weeks of the meeting, whether or not the Minutes have been approved.

## **21. Delegation of Council's Powers and Duties**

- (1) Subject to subsections (2) and (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 subsection (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.

## **22. Spending Restrictions**

- (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 subsection (1), a Council member may spend the Strata Corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (3) Subject to subsection (4) below, if a proposed expenditure has not been approved in the budget or at an annual or special general meeting, the Strata Corporation may only make such expenditures out of the operating fund if the expenditure, together with all other expenditures, whether of the same type or not, that were made pursuant to this subsection (3) in the same fiscal year, is less than:
  - (a) \$2,000.00; or
  - (b) 5% of the total contribution to the operating fund for the current year; whichever is less.
- (4) If the Strata Corporation makes an expenditure under subsection (3) above, the Strata Corporation must inform the Owners as soon as feasible about the expenditure of more than \$500.00 on any single item.
- (5) Notwithstanding subsection (3) above, the Strata Corporation can make an expenditure out of either the operating fund or the contingency reserve fund if there are reasonable grounds to believe that an immediate expenditure is necessary to ensure safety or to prevent significant loss or damage, whether physical, financial or otherwise.

## **23. Limitation on Liability of Council Member**

- (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) Subsection (1) does not affect a Council member's liability, as an Owner, for a judgment against the Strata Corporation.

## **DIVISION 4 - ENFORCEMENT OF BYLAWS AND RULES**

## **24. Penalties**

- (1) The Strata Corporation may fine an Owner or tenant a maximum
  - (a) \$200 for each contravention of a Bylaw, and
  - (b) \$50 for each contravention of a Rule.

- (2) Each Owner and/or tenant 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 Owners or tenant fails to pay any money so owing within 15 days after the date such money becomes due, the Owners or tenant 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 \$200.00 and if such default continues for a further 15 days, an additional fine of \$200.00 will be levied against and paid by the Owners or tenant, as the case may be, and for each additional month such default continues, an additional fine of \$200.00 will be levied against and paid by the Owners or tenant.
- (3) Additional assessments, fines authorized by these Bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by either the Strata Corporation to enforce these Bylaws, as they may be amended from time to time, or any Rule which may be established from time to time by the Council pursuant to the Act or these Bylaws, shall become part of the assessment of the Owners responsible and shall 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) Should any portion of these Bylaws be deemed unenforceable by a court of competent jurisdiction, then for the purpose of interpretation and enforcement of the Bylaw, each Bylaw and subparagraph shall be deemed a separate provision and severable, and the balance of the provisions contained therein shall remain in full force and effect.

## **25. Continuing Contravention**

- (1) If an activity or lack of activity that constitutes a contravention of a Bylaw or Rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days. **(Amended at AGM-2024-06-24, CB1427682);**

## **DIVISION 5 - ANNUAL AND SPECIAL GENERAL MEETINGS**

### **26. Quorum**

- (1) Notwithstanding section 48(3) of the Act, if within 10 minutes from 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, if within 10 minutes of the time appointed a quorum is not present for the meeting, the eligible voters present in person or by proxy shall constitute a quorum.

### **27. Person to Chair Meeting**

- (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, 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, 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.

## 28. Participation by Other than Eligible Voters

- (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.

## 29. Voting

- (1) At an Annual or Special General Meeting, voting cards must be issued to eligible voters 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.
- (2) If a precise count is requested, the Chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (3) 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.
- (4) If there is a tie vote at an Annual or Special General Meeting, the President, or, if the President is absent or unable or unwilling to vote, the Vice-President, may break the tie by casting a second, deciding vote.
- (5) Despite anything in this section, an election of Council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.
- (6) An Owner who is otherwise an eligible voter may not exercise his or her vote for a strata lot, except on matters requiring a unanimous vote, if the Strata Corporation is entitled to register a lien against that strata lot. **(Amended at AGM-2019-06-18, CA7668310).**

## 30. Order of Business

- (1) The order of business at Annual and Special General Meeting 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 Minutes from the last Annual or Special General Meeting;
  - (f) receive reports of Council activities and decisions since the previous Annual General Meeting;
  - (g) Meeting, including reports of Committees, if the meeting is an Annual General Meeting;
  - (h) consideration of Special Resolutions
  - (i) ratify any new Rules made by the Strata Corporation under section 125 of the Act;
  - (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting.
  - (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General Meeting;

- (l) elect a Council, if the meeting is an Annual General Meeting;
- (m) general discussion; and
- (n) terminate the meeting.

## **DIVISION 6 - VOLUNTARY DISPUTE RESOLUTION**

### **31. Voluntary Dispute Resolution**

- (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 Owners or tenant of the Strata Corporation nominated by each of the disputing parties and one Owners 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.

## **DIVISION 7 - MISCELLANEOUS BYLAWS**

### **32. Small Claims Actions**

- (1) 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.

### **33. Electronic Attendance at Meetings**

- (1) 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.

### **34. Use of Patios and Balconies**

- (1) An Owner, tenant or occupant of a strata lot which does not have enclosed balconies shall 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 Owners 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

Owners, tenant or occupant entitled to the use of the limited common property on which they are placed.

- (2) An Owner, tenant, or occupant shall not use their balcony or patio for storage or for hanging laundry or other items not specifically permitted by Council. Only patio furniture, reasonable household items, flowers and shrubs may be located on balconies or patios.
- (3) An Owner, tenant, occupant must not 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 barbecues, summer furniture and accessories nor install any hanging plants or baskets or other hanging items within three feet of a balcony railing line;
- (4) No drilling, coring, or other form of permanent alteration to the patio or balcony area is permitted. **(Amended at AGM-2019-06-18, CA7668310).**

### **35. Storage, Bicycles and Parking**

- (1) Any Owners, tenant or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at his 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.
- (2) Parking of Owners', tenants', and occupants' cars in the Visitor Parking area is prohibited and subject to fines and/or towing.
- (3) Parking of vehicles other than those owned or leased by an Owner, tenant, or occupant or their visitors are prohibited unless approved by Council.
- (4) Assigned parking areas may NOT be used for storage of other than licensed vehicles, except with Council approval.
- (5) An Owner, tenant, or occupant shall not lease his parking space(s) to anyone other than an owner, tenant, or occupant of The Ave provided they both reside at The Ave.
- (6) The designated Visitor Pass must be displayed for all guest parking in Visitor Parking.
- (7) Designated handicapped parking stalls are to be used only by persons having a valid Handicapped Parking Permit. Vehicles parked in handicapped parking stalls without a valid Handicapped Parking Permit properly displayed are subject to be towed at owner's expense. **(Amended at AGM-2019-06-18, CA7668310).**
- (8) An Owner, tenant or occupant must use parking stalls only for the parking of licensed and insured motor vehicles, or motorcycles 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. **(Amended at AGM-2024-06-24, CB1427682);**
- (9) All vehicles must be insured or have storage insurance with a minimum of \$1,000,000 liability coverage. Proof of storage insurance must be permanently displayed on the dashboard of the subject vehicle. Vehicles without valid insurance or valid storage insurance displayed will be towed at owner's expense. **(Amended at AGM-2019-06-18, CA7668310).**
- (10) An Owner, tenant or occupant shall not:



- (a) Use any parking space on the common property or on any limited common property, except the parking space which has been specifically assigned to their strata lot, a parking space leased by the Owner or, when specifically agreed with another Owner, the parking space assigned to the strata lot of that other Owner. Vehicles in violation of this bylaw are subject to be towed at owner's expense. **(Amended at AGM-2019-06-18, CA7668310).**
  - (b) No major repairs or adjustments to vehicles will be carried out on common property where a likelihood of a spill of gas, oil, grease or other material could cause inconvenience to others or damage to property. The Owner, tenant, or occupant MUST cleanup any spillage. The Owner shall be responsible to pay all costs to remedy any damage to property resulting from such activities. Any expenses incurred by the Strata Corporation to remedy such damage shall be added to and form part of the monthly assessment of the Owner for the month next following the date on which the expense was incurred and shall be considered as a common expense for the purpose of the Strata Property Act. Owners of vehicles causing staining of parking surfaces shall, when notified by the Council or Management, clean all affected areas. Failure to do so within 7 calendar days of receipt of notice shall result in the Strata Council or Management having the area(s) cleaned and charging the Owner with the costs incurred. The Owner is responsible for his/her guests while parked on Strata property and those cars staining or damaging property fall under the Owner's care as well;
  - (c) park any vehicle on any roadway on the common property or on any limited common property;
  - (d) use any part of the common property for storage, without the written consent of the Council;
- (11) Bicycles may not be parked, chained, locked or stored within the common areas, hallways, breezeways, or common rooms.
- (12) All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only.

### **36. Selling of Strata Lots**

- (1) Real estate signs must not be displayed in a strata lot or on the common property except in the location designated by the strata corporation for real estate signs.
- (2) An Owner of a strata lot, who wishes to sell their strata lot without the assistance of a Realtor may put their unit number and telephone number on the "For Sale by Owner" sign at the front entrance to the complex.
- (3) Real estate signs must be no larger than 10" x 24".
- (4) There shall only be one For Sale sign per strata lot and only one For Sale sign per listing salesperson, regardless of the number of listings.
- (5) Subject to bylaw 36(1), strata lot advertising or information sheets shall not be posted or placed anywhere on common property or in a manner that is visible from the exterior of the building.
- (6) No Owner, occupant or salesperson shall leave open or unlocked any building entrance door for the purposes of Open House selling. The salesperson must notify the Strata Property Agent when they are holding an Open House.
- (7) Salespersons must greet prospective purchasers by way of the Enterphone and monitor their arrival at the suite. Prospective purchasers are to be conducted around the common property only under supervision of the Owner or agent.

- (8) All Open Houses will be between the hours of noon and 5:00 p.m. only.
- (9) Owners shall inform any salesperson(s) of these Bylaws.

### **37. Acquisition or Disposition of Personal Property**

- (1) The Strata Corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the Owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the Strata Corporation, but otherwise only if approved by a Resolution passed by a 3/4 vote at an Annual or Special General Meeting if the personal property has a market value of more than \$1,000.

### **38. Rental Restrictions**

- (1) The number of strata lots within the strata corporation that may be leased at any one time is limited to Twelve.
- (2) An owner wishing to lease a strata lot must apply in writing to the council for permission to rent before entering into a tenancy agreement.
- (3) If the number of strata lots leased at the time an owner applies for permission to lease has reached the limit stated in bylaw 38(1), excluding exempt strata lots pursuant to sections 143 and 144 of the Act and section 17.15 of the Regulations, the council must refuse permission and notify the owner of the same in writing, within one week of the application stating that the limit has been reached or exceeded, as the case may be, and place the owner of the strata lot on a waiting list to be administered by the council based upon the date of the request for permission to rent.
- (4) If the limit stated in bylaw 38(1) has not been reached at the time the owner applies for permission to lease a strata lot, excluding exempt strata lots pursuant to sections 143 and 144 of the Act and section 17.15 of the Regulations, the council shall grant permission and notify the owner of the same in writing as soon as possible.
- (5) An owner receiving permission to lease a strata lot must exercise the permission to lease within six months from the date that the council granted same, otherwise the permission expires. During the six months immediately following the grant of permission, the strata lot shall be deemed leased for the purposes of the limit stated in bylaw 38(1).
- (6) An Owner receiving permission to lease that has exercised the permission within six months in accordance with bylaw 38(5) may continue to lease the strata lot until the earlier of the date such Owner moves into the strata lot to take occupancy or the date the strata lot is sold by the Owner to a third party unless it is an exempt strata lot pursuant to sections 143 and 144 of the Act and section 17.15 of the Regulations.
- (7) Prior to possession of a strata lot by a tenant, an owner must deliver to the tenant the current bylaws and rules of the strata corporation and a Notice of Tenant's Responsibilities in Form K.
- (8) Within two weeks of renting a strata lot, the landlord must give the strata corporation a copy of the Form K - Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act.

- (9) Where an owner leases a strata lot in contravention of bylaws 38(1), 38(2), 38(3), or 38(6) the owner shall be subject to a fine of \$500.00 and the strata corporation shall take all necessary steps to terminate the lease or tenancy, including, but not limited to, seeking a declaration or Court injunction to enforce the bylaw. Any legal costs incurred by the strata corporation in enforcing the rental restriction bylaws shall be the responsibility of the contravening owner and shall be recoverable from the owner on a solicitor and own client basis by the strata corporation.
- (10) An Owner must keep the account balance up to date in order for the strata lot to be eligible on the rental wait list. If the account falls into arrears for more than thirty (30) days, the Owner may be removed from the wait list. The Strata Council has full discretion to place the Owner to the bottom of the wait list if the arrears are not cleared up to date within thirty (30) days.
- (11) An Owner on the rental wait list must not lease or attempt to lease the strata lot without having received written permission from the Strata Council. Violators will be removed from the rental wait list and no longer be eligible for the wait list.
- (12) No short term rentals are allowed in strata lots. Owners of strata lots are subject to the maximum fine allowable per strata regulation 7.1 (1) (c) (OIC 418-2018) and at the maximum frequency specified by strata regulation 7.1 (2) (b) (OIC 418-2018). **(Amended at AGM-2019-06-18, CA7668310).**

### 39. Security

- (1) All persons having keys for the building must be registered with Management and/or Council. All keys or remote controls lost or stolen must be reported immediately to Management and/or Council. The Owner shall pay a replacement charge for the cost of new keys or remote controls being issued. Where an Owner fails to pay such charges, the same shall be added to and form part of the monthly assessment of the Owner for the month next following the date on which the expense was incurred.
- (2) Owners, tenants or occupants are responsible for the use of keys or remote controls registered to their unit.
- (3) Owners will be held responsible for the cost of re-keying and re-coding all common area doors locks should all keys not be returned by their tenant, visitor, occupant or themselves. Owners shall be responsible for the cost of managing remote controls which are lost. **(Amended at AGM-2024-06-24, CB1427682);**
- (4) No Owner, tenant, occupant or visitor shall leave open, or unlocked any outside entrance or fire escape for the purpose of moving into or out of a strata lot or otherwise, unless they are in constant supervision of the entrance.
- (5) No Owner, tenant, occupant, or guest shall let another person, including tradesmen or deliverymen, into the building when entering or leaving, unless that person is known to them.
- (6) Owners, tenants, occupants, or visitors must verify who is calling on the Enterphone before allowing the person(s) into the building.
- (7) When receiving deliveries of any kind, an owner, tenant, or occupant MUST meet the delivery person at the main entrance.

- (8) No Owner, tenant, occupant or visitor is permitted in any part of the restricted common areas of the Strata Corporation, such as the roof, electrical rooms, mechanical rooms and locked rooms other than their own, except with express permission of the Strata Council.
- (9) No Owner, tenant, occupant or guest shall conduct or permit entry into the building for the purpose of door-to-door canvassing, fundraising, sales, soliciting or other acts of door-to-door activity. There shall be no solicitation permitted anywhere in or about the property for any cause, charity or for any purpose whatsoever, except as required by the Election Act (Canada) and similar Provincial legislation. **(Amended at AGM-2024-06-24, CB1427682);**
- (10) Garage door openers and keys are not to be left in any vehicle left on the common property. Owners who do so will be responsible for the cost associated with changing the locks in the event of a theft of a common key left in a vehicle on the common property.
- (11) Owners, tenants, occupants must stop to wait for the gate to the underground parking to close prior to continuing when leaving or entering the underground parking area.
- (12) Owners, tenants, or occupants are requested to report any suspicious activity within the building or on the grounds to the R.C.M.P. (911) and then to the Property Management Company and copy Strata Council. **(Amended at AGM-2024-06-24, CB1427682).**
- (13) An Owner, tenant or occupant must not give entrance codes or other means of access to common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these Bylaws.
- (14) Lock boxes, with the exception of those belonging to the municipal, city fire department, Property Management company or Strata Council, are not permitted. **(Amended at AGM-2024-06-24, CB1427682).**
- (15) After using common area facilities, owners, tenants or occupants must ensure that doors and windows are secured, all lighting, exhaust fans, heating or cooling devices, any other devices or appliances, and blinds are closed. The room must be made tidy and neat for the next people using the room. Owners are responsible for the conduct of their tenants, occupants, or guests as well as any damages arising from the usage of the common area facilities by themselves, their guests, occupants, or their tenants. **(Amended at AGM-2024-06-24, CB1427682).**
- (16) All Owners are responsible for damages done by themselves, their guests, their tenants or occupants to any common property located within The Ave property. All damages must be reported to the Property Management company and copy Strata Council promptly. Any guest or tenant must report damages to the Property Management company and copy Strata Council immediately. Any resident seeing or knowing of any damage to common property must report the incident or damages to the Property Management company and copy Strata Council immediately. **(Amended at AGM-2024-06-24, CB1427682).**
- (17) Security Measures
- (a) Closed circuit television and video surveillance are installed in the following common areas of the building: by main entrance (turnaround); secondary entrance (3<sup>rd</sup> level door); parkade gate and visitors parking; P3 parkade; garbage room; and storage room. The system operates 24 hours a day and the Strata Corporation collects data from the closed circuit television and video surveillance. **(Amended at AGM-2024-06-24, CB1427682).**
- (b) The Strata Corporation collects data with respect to the usage of each security fob programmed for use at Strata Plan LMS 3187. **(Amended at AGM-2019-06-18, CA7668310).**

- (c) The video files and/or security fob usage records will be used only for the purposes of law enforcement and/or for the enforcement of Strata Corporation bylaws and rules.
- (d) The video files are stored for a period of up to 1 month from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes.
- (e) The security fob usage records are stored for a period of up to one year from the date of recording, which period may be extended for those files required for law enforcement and/or bylaw enforcement purposes.
- (f) The personal information of owners, tenants, or occupants will only be reviewed or disclosed as follows:
  - (i) law enforcement in accordance with Bylaw 3 herein;
  - (ii) the caretakers of the Strata Corporation and Council members in accordance with Bylaw 3 herein; or
  - (iii) in the event of an incident in which they are involved or affected, an owner, tenant or occupant may request a copy of the applicable video file or security fob usage records.
- (g) In installing and/or maintaining the systems described herein, the Strata Corporation makes no representations or guarantees that any of the systems will be fully operational at all times. The Strata Corporation is not responsible or liable to any owner, tenant, occupant or visitor in any capacity (including a failure to maintain, repair, replace, locate or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.

#### **40. Move in Fee**

- (1) An owner, tenant, or occupant must pay a non-refundable fee of \$150.00 at least 48 hours prior to any move in.
- (2) A date and time must be arranged with the property management company or other persons appointed for the use of the elevator lock-off keys.
- (3) Times for moving will be limited from 8:00 a.m. to 8:00 p.m. any day.
- (4) Any damage to the common property or common assets arising from the move or the moving equipment is the responsibility of the Owner of the strata lot and the Owner will be charged the costs to repair the damage in addition to the move-in fee.
- (5) Elevators must have protective blankets/padding in place throughout the duration of the move.
- (6) Only one elevator may be reserved for the purposes of moving at a time, leaving the other available for the use of the Owners or occupants.

#### **41. General**

- (1) An Owner, tenant or occupant shall remove ordinary household refuse and garbage from his or her Strata Lot and deposit it in the container provided by the Strata Corporation for that purpose; all garbage shall be bagged and tied before so deposited and the Owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the Strata Plan property at his or her expense. All cardboard must be disposed of in the

cardboard recycling container. All recyclables should be broken down and placed in the appropriate recycle bins.

- (2) An owner, tenant, or occupant shall not bring external garbage or recycling into the building for disposal. No outside garbage or recycling is permitted to be dumped in the building or its disposal facilities. **(Adopted at AGM-2024-06-24, CB1427682).**
- (3) An Owner, tenant, occupant, or visitor shall not smoke on common property or on limited common property, including balconies and patios, or anywhere on or within Strata Plan LMS 3187: the Ave, including in a strata lot. **(Amended at AGM-2020-07-16, CA8423725).**
- (4) Subject to bylaw 36(1) no signs, billboards, advertising or notices of any kind shall be erected or displayed on the common property or strata lot, if visible from common property, without prior written approval of the Strata Council.
- (5) Christmas lights shall be permitted between December 1 and January 15th only and shall not be attached to the vinyl siding or in a manner so as to damage the building's structure.
- (6) Garage/Lawn sales are not permitted, without prior written approval from Council.
- (7) Persons breaching the Rules or Bylaws are subject to removal of privileges. **(Amended at AGM-2019-06-18, CA7668310).**
- (8) All Owners, tenants and occupants must assist in the enforcement of the Rules and Bylaws. **(Amended at AGM-2019-06-18, CA7668310).**
- (9) An owner wishing to make a complaint or request must do so in writing to the Property Manager and copy Strata Council and must include their name and unit number. The complaint or request will be considered at Council's next regular meeting and the results of that consideration shall be reported to the owner in writing within 14 days of the meeting. **(Amended at AGM-2024-06-24, CB1427682).**
- (10) Owners, tenants, or occupants shall not trespass on the limited common property which has been designated for the exclusive use of an occupant of a strata lot.
- (11) No cultivation of marijuana plants are allowed in strata lots, limited common property or common property. **(Amended at AGM-2019-06-18, CA7668310).**
- (12) An Owner, tenant or occupant shall not use the building parkade gates as a pedestrian walkway. **(Adopted at AGM-2024-06-24, CB1427682).**

#### **42. Amenity Room/Media Room**

- (1) A resident Owner or occupant with the Owner's written consent, may reserve the Amenity or Media Room for private, non-commercial functions during the hours from 9:00 a.m. until 11:00 p.m. on Sundays through Saturdays. The Amenity booking capacity is 40 persons. **(Amended at AGM-2024-06-24, CB1427682).**
- (2) The owner who reserved the Amenity Room or Media Room or the owner who has given written consent to allow a tenant or occupant to reserve the Amenity Room or Media Room shall pay the prescribed fee and or deposit set by the Strata Corporation in the rules to the Corporation at the time of booking for one day's use. A rental form must be completed and the Owner is

responsible for all cleanup, security, damages and conduct of their guests, arising from the booking.

- (3) Following the reservation of the Amenity Room or Media Room, the Owner who reserved or gave written consent to a tenant or occupant to reserve the Amenity Room or Media Room shall be responsible for cleaning it immediately following their private function.
- (4) Any expenses incurred by the Strata Corporation in connection with cleanup of, security in and around, damage to or conduct of guest in the Amenity or Media Room shall be added to and form part of the monthly assessment of the Owner(s) for the month next following the date on which the expense was incurred.
- (5) Council will maintain an Amenity Room/Media Room reservation register and reservations will be made upon receipt of payment, by the Council as required by these Bylaws, in order of priority according to the date and time of the payment or payment authorization received. A rental form must be completed and the Owner is responsible for all cleanup, security, damages and conduct of their guests, arising from the booking. **(Adopted at AGM-2024-06-24, CB1427682).**
- (6) All parties planning to reserve the Media Room or Amenity Room must submit their request in writing to the Strata Council a minimum of 7 days in advance of the function. Subsequent and repeat booking requests will be subject to availability and review of Council. **(Amended at AGM-2024-06-24, CB1427682).**
- (7) Guests using the Amenity Room or Media Room may use the common area washrooms, but no other common areas are open to guests, including the Exercise Room, unless accompanied by a resident.
- (8) Decorations must not mar or damage the interior of the Amenity Room, Media Room or Exercise Room. Any damages arising out of any function are the responsibility of the Owner to bear.
- (9) Pets are not permitted within the Amenity Room, the Media Room or the Exercise Room.
- (10) An owner who reserves the Amenity, Media or Exercise Room or an owner who gives written consent to a tenant or occupant to reserve the Amenity, Media or Exercise Room is liable for any theft or damage to the room or its furnishing for the duration of the reservation period and will pay the Strata Corporation the amount of any costs of repair and replacement deemed necessary by the Council by reason of such damage or theft or neglect. Any costs incurred by the Strata Corporation as a result of damage, required cleaning or theft, shall be assessed against the strata lot of the Owner and become payable on the first day of the following month the date on which the expense was incurred. Any damages done to the Amenity Room, Media Room or Exercise Room at any time, must be reported to a Council member without delay. If required, the damage/cleaning deposit will be used and any amounts in excess of the deposit will be assessed against the strata lot of the Owner liable. **(Amended at AGM-2024-06-24, CB1427682).**
- (11) An Owner, tenant or occupant shall not use the building parkade gates as a pedestrian walkway. **(Adopted at AGM-2024-06-24, CB1427682).**

#### **43. Guest Suite**

- (1) The guest suite is available only to invited guests of an owner or an occupant who has the written consent of the owner at a fee and/or deposit prescribed by the Strata Corporation in the rules, payable to the Strata Corporation (LMS 3187) by the owner. For the purposes of these Bylaws, a "day" is the period from 2:00 p.m.

on one day to noon the next day. The latter mentioned time being called the "check out" time for the purposes of these Bylaws.

- (2) The guest suite may only be reserved for a maximum of 4 consecutive nights. Extra nights are subject to availability on a daily basis. Subsequent and repeat booking requests will be subject to review. **(Amended at AGM-2024-06-24, CB1427682).**
- (3) The guest suite is for the use only of the registered guests.
- (4) The number of guests is limited to 2 persons, one of which must be an adult.
- (5) Council will maintain a guest suite reservation register and reservations will be made upon receipt of payment, by the Council as required by these Bylaws, in order of priority according to the date and time of the payment or payment authorization. A rental form must be completed and the Owner is responsible for all cleanup, security, damages and conduct of their guests, arising from the booking. **(Amended at AGM-2024-06-24, CB1427682).**
- (6) All parties planning to reserve the guest suite must submit their request in writing to the Strata Council a minimum of 7 days in advance of the function. Subsequent and repeat booking requests will be subject to availability and review of Council. **(Adopted at AGM-2024-06-24, CB1427682).**
- (7) The owner who reserves the guest suite or gives written consent to an occupant to reserve the guest suite under these Bylaws are responsible for providing all supplies or amenities needed by their guests except those furnishings installed by the Corporation.
- (8) The owner who reserves the guest suite or gives written consent to an occupant to reserve the guest suite must remove all personal items when the suite is vacated.
- (9) The guest suite must be thoroughly cleaned by noon on the day of the check out.
- (10) Smoking in the guest suite is not permitted.
- (11) Pets are not permitted in the guest suite whatsoever.
- (12) The owner who reserves the guest suite or gives written consent to an occupant to who reserves the guest suite must ensure that doors and windows are secured and all lighting, exhaust fans, heating or cooling devices, and any other devices or appliances, are off and blinds are closed when leaving the area. **(Amended at AGM-2024-06-24, CB1427682).**
- (13) The owner who reserves the guest suite or gives written consent to an occupant to reserve the guest suite under these Bylaws are liable for any theft or damage to the suite, its furnishings, their party's belongings, for the duration of a reservation period and will pay the Corporation the amount of any costs of repair or replacement deemed necessary by Council, by reason of such theft or damage. Any damage to the guest suite, at any time, must be reported to a Council member without delay. Any costs incurred by the Strata Corporation as a result of damage, required cleaning or theft shall be assessed against the strata lot of the Owner and become due and payable on the first day of the month following the date on which the expense was incurred. If required, the damage/cleaning deposit will be used and any amounts in excess of the deposit will be assessed against the strata lot of the Owner liable. **(Amended at AGM-2024-06-24, CB1427682).**

#### 44. Amenity Room



- (1) The Amenity Room is for the use of the Owners, tenants or occupants and their invited guests only. Residents must accompany guests.
- (2) Persons under the age of 16 are not permitted to use this area unless accompanied by an adult Owner, tenant or occupant.
- (3) Smoking is not permitted in the Amenity Room, nor is excessive noise or excessive drinking of alcohol. Drinks must NOT be placed on the game table.
- (4) Pets are not permitted in this area.
- (5) Persons causing damage must report such damage to the management company immediately.
- (6) Persons noting normal wear and tear, which requires attention, shall report such items to management.
- (7) Owners, tenants or occupants must ensure that furnishings are not moved or removed from the Amenity Room.
- (8) Persons waiting for players to finish, shall respect their enjoyment of the facility.
- (9) No more than 4 persons to play pool or snooker at one time.
- (10) Owners, tenants or occupants must ensure that doors and windows are secured, all lighting, exhaust fans, heating or cooling devices, and any other devices or appliances, are off and blinds are closed and all venetian blinds closed when leaving the area. **(Amended at AGM-2024-06-24, CB1427682).**

#### **45. Exercise Room**

- (1) The Exercise Room is for the use of the Owners, tenants or occupants and their invited guests only. Owners, tenants or occupants must accompany guests.
- (2) Persons under the age of 16 are not permitted to use this area unless accompanied by an adult Owner, tenant or occupant.
- (3) Smoking is not permitted in the Exercise Room. Drinking of alcohol is not permitted in the Exercise Room.
- (4) Pets are not permitted in this area.
- (5) Persons causing damage must report such damage to management immediately.
- (6) Persons noting normal wear and tear, which requires attention, shall report such items to management.
- (7) Persons waiting for persons to finish, shall respect their enjoyment of the facility.
- (8) Owners, tenants or occupants must ensure that doors and windows are secured, all lighting, exhaust fans, heating or cooling devices, and any other devices or appliances, are off and blinds are closed and all venetian blinds closed when leaving the area and that all exercise equipment is cleaned from use and all equipment is replaced properly. **(Amended at AGM-2024-06-24, CB1427682).**

#### **46. Electric Vehicles**

- (1) The electrical outlets in the parkade are common property and are not available for charging of visitor's or owner's electric vehicles. Owners wishing a charging station to be installed in their assigned parking stall must obtain advanced written approval from the strata corporation for the installation of an approved device at the owners' expense.

#### **47. Illegal Drug Operations**

- (1) An Owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property limited, common property, common assets or to any unit (including the Owner's unit) as a result of damage arising from a grow operation, clandestine laboratory or other illegal activity installed in or operated from the proceeds received by operation of any insurance policy held by the Strata Corporation. In such circumstances, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation's as insurance coverage and will be charged to the Owner.
- (2) An Owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any unit arising from Bylaw 47 (1) above, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy held by the Strata Corporation. In such circumstances, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the Owner.
- (3) Any insurance deductibles or uninsured repair costs charged to an Owner shall be added to and become part of the assessment of that Owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.
- (4) The adoption of Bylaws 47 (1) through 47 (3) does not in any way limit the Strata Corporation's ability to sue an Owner in order to recover the deductible portion of an insurance claim if the Owner is responsible.