

Strata Property Act

Form Y

OWNER DEVELOPERS' NOTICE OF DIFFERENT BYLAWS

(Section 245(d), Regulations section 14.6(2))

Re: Strata Plan EPS_____, being a strata plan of

Parcel Identifier: •

Lot A

District Lot 153

Group 1

New Westminster District

Plan EPP87125

Except part in Air Space Plan EPP_____

The following or attached bylaws differ from the Standard Bylaws to the *Strata Property Act*, as permitted by section 120 of the Act:

See the bylaws attached as Schedule A which differ from the Standard Bylaws to the *Strata Property Act*.

Date: _____, 202•.

TELFORD AVENUE PROJECT NOMINEE INC.,

by its authorized signatory:

By: _____

Name:

SCHEDULE A

BYLAWS

TELFORD

The following bylaws replace the Standard Bylaws to the *Strata Property Act* (British Columbia) (the “**Act**”), as permitted pursuant to section 120 of the Act.

PART 1 – Duties of Owners, Tenants, Occupants and Visitors

Payment of strata 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.
- (2) If an owner is late in paying his or her strata fees, 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.
- (3) 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) An owner must repair and maintain the fan coil located within the owner’s strata lot.
- (4) An owner must repair and maintain the heat recovery ventilator (HRV) located within the owner’s strata lot.

Use of property

- 1.3 (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, 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; 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 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) An owner, tenant, occupant or visitor must ensure that all animals (other than cats) are leashed or otherwise secured when on the common property or on land that is a common asset.
- (4) An owner, tenant or occupant must not keep any pets in a strata lot other than one or more of the following:
 - (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds;
 - (d) dogs or cats, provided that the total number of dogs and cats does not exceed two.
- (5) Intentionally deleted.
- (6) An owner, tenant or occupant must not keep any pets that are, in the reasonable discretion of the council, of an exotic type, including, without limitation, snakes, reptiles, spiders or large members of the cat family.
- (7) 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, 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, any special cleaning is required as a result of the pet urinating or defecating, the owner or occupant will pay all costs of such special cleaning. An owner, tenant or occupant will be responsible for picking up after his or her pet, and for any clean-up or damage repair resulting from such person's pet, while the pet is on any neighboring property in the vicinity of the development or on any public property.
- (8) An owner of a strata lot whose tenant, visitor or other invitee brings an animal or pet onto the common property or any limited common property will be

responsible to ensure that the tenant, visitor or other 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.

- (9) An owner, tenant or occupant of a strata lot is fully responsible for the behaviour of his or her pet (and any pet accompanying any visitor to such person) within the common property. If the pet of an owner, tenant or occupant of a strata lot is deemed to be a nuisance by the strata council, such person will remove such pet from the strata lot within thirty (30) days after receiving written notice from the strata council. An owner, tenant or occupant will inform their visitors of the rules concerning pets and will be responsible for clean-up or damage repair resulting from visitor's pets being brought into the common property.
- (10) No vicious dogs are permitted permanently, temporarily, or otherwise in any strata lot or on any portion of the limited common property or common property. For purposes of this bylaw, a **"vicious dog"** means any of the following:
 - (a) any dog that has killed or injured:
 - (i) any person; or
 - (ii) any other animal;
 - (b) any dog that aggressively harasses or pursues another person or animal;
 - (c) any dog which is owned primarily or in part for the purpose of dog fighting or is trained for dog fighting; or
 - (d) a Pit Bull Terrier, American Pit Bull Terrier, Pit Bull, Staffordshire Bull Terrier, American Staffordshire Terrier or any dog of mixed breeding which includes any of these breeds, or any dog which has the appearance and physical characteristics predominantly conforming to those standards for any of the above breeds, as established by the Canadian Kennel Club, the American Kennel Club or the United Kennel Club, as determined by a veterinarian licensed to practice in the Province of British Columbia.
- (11) An owner of a strata lot will not:
 - (a) use, or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupant to use, a strata lot for any purposes other than: (i) residential purposes and other purposes ancillary to residential purposes; or (ii) any of the uses permitted under the zoning for the development.
 - (b) use, or permit any occupant of his or her strata lot or a visitor or invitee 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;

- (c) obstruct or use, or permit any occupant of his or her strata lot or a visitor or invitee 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;
- (d) use, or permit any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to use, a barbecue, hibachi or other like cooking device on a patio, balcony, deck, roof deck or terrace unless such barbecue, hibachi or cooking device is powered by propane or electricity (or, with respect to any strata lot which is equipped with an outdoor natural gas outlet, natural gas) and such propane, electricity or natural gas 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;
- (e) shake, or permit any occupant of his or her strata lot or any visitor or invitee 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 visitor or invitee of the owner or occupant to throw, any refuse, including, without limitation, cigarettes or any like smoking devices, out of the windows or doors or from the patio, balcony, deck, roof deck or terrace of a strata lot;
- (f) do, or permit any occupant of his or her strata lot or any visitor or invitee 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;
- (g) leave, or permit any occupant of his or her strata lot or any visitor or invitee 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;
- (h) allow his or her strata lot to become unsanitary or a source of odour;
- (i) install, or permit any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to install, any window coverings that are visible from the exterior of his or her strata lot and which are different in size or colour from those of the original building specifications;
- (j) hang or display, or permit any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to hang or display, any laundry, washing, clothing, bedding or other articles from windows, patios, balconies, decks, roof decks, terraces or other parts of the building so that they are visible from the exterior of his or her strata lot;
- (k) use or install, or permit any occupant of his or her strata lot or any visitor 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, except those

installations approved in writing by the council or originally installed by the developer;

- (l) erect on or fasten to, or permit any occupant of his or her strata lot or any visitor 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 equipment, structure, feature or decoration (including, without limitation, holiday lights or satellite dishes) which penetrates the building envelope, without the prior approval of the strata corporation;
- (m) place, or permit any occupant of his or her strata lot or any visitor 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;
- (n) without the prior written approval of the council, place or install, or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupant to place or install any indoor-outdoor carpeting or outdoor fireplace on any patio, balcony, deck, roof deck or terrace, or place any items on any patio, balcony, deck, roof deck or terrace except free-standing, self-contained planter boxes, summer furniture and accessories, barbecues, hibachis or cooking devices (of a type permitted hereunder) and heaters, and, without limiting the generality of the foregoing, no hot tub or similar device will be installed on any patio, balcony, deck, roof deck or terrace without the prior written approval of the council;
- (o) install, or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupant to install, any hanging plants or baskets or other hanging items within three feet of a patio, balcony, deck, roof deck or terrace railing line;
- (p) 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 facility or common areas in the development to any person other than a contractor, strata corporation representative or occupant or guest of the strata lot permitted by these bylaws;
- (q) feed or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupant to 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 will not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet will be fed only in a strata lot;
- (r) cook, or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupant to cook, in the strata lot unless the entrance doors to the strata lot are closed and the kitchen extract fans are used while cooking; or

- (s) use, or permit any occupant of his or her strata lot or a visitor or invitee of the owner or occupant to use, inline skates or skateboards anywhere on the common property.

Inform strata corporation

- 1.4 (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.

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, patios, decks, roof decks, terraces or other things attached to the exterior of a building;
 - (d) doors, windows or skylights (including the casings, the frames and the sill of such doors, windows and skylights) on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a balcony, patio, deck, roof deck, terrace 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;
 - (h) flooring, tiling, electrical systems or plumbing within the Strata Lot.
- (2) The strata corporation must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration, including, without limitation, the cost of insurance and/or any increases in insurance premiums as a result of the alteration.
- (3) An owner must not do, or permit any occupant of his or her strata lot or any tenant, visitor or invitee of the owner or occupant to do, any act, nor alter, or permit any occupant of his or her strata lot or any tenant, visitor or invitee 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, 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.

Permit entry to strata lot

- 1.7 (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, or
 - (ii) to ensure compliance with the Act and these bylaws.
- (2) The notice referred to in subsection 1.7(1)(b) must include the date and approximate time of entry, and the reason for entry.
- (3) Without limiting the generality of subsection 1.7(1), an owner, tenant or resident of any strata lot must allow persons authorized by the strata corporation to enter any such strata lot, at a reasonable time on 48 hours' written notice, in order to access and use any patio, balcony, deck, roof deck, terrace and other area on the exterior of the building which is accessible from such strata lot in order to clean, maintain, repair or replace portions of the exterior of the building (including, without limitation, windows and the façade of the building) and to plant, water, prune, maintain, replace, remove and otherwise care for landscaping or other vegetation located on any common property or limited common property, and for staging, using and transporting equipment, tools and materials required in connection therewith. The notice referred to in this subsection (3) must include the date and approximate time of entry, and the reason for entry. Without limiting the generality of the foregoing, it is anticipated that such access and use may be required up to several times per year with respect to any of the strata lots referred to above, and, accordingly, a person or persons authorized by the strata corporation may exercise the rights granted pursuant to this section 1.7(3) from time to time as required by the strata corporation, acting reasonably.

Compliance with bylaws

- 1.8 An owner, tenant, occupant 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.

Claims on Insurance Policies

- 1.9 An owner, tenant, occupant or visitor 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 of the strata corporation.

Indemnity

- 1.10 If an owner is responsible for any loss or damage to a strata lot, common property, limited common property or common assets, that owner must indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the strata lot, common property, limited common property or common assets, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy. Without limiting the generality of the word "responsible", an owner is responsible for the owner's own acts or omissions, as well as those of any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot or the owner. For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation will be considered an expense not covered by the insurance proceeds received by the strata corporation and will be charged to the owner.

Liability of Owner

- 1.11 An owner will be strictly liable to the strata corporation and to other owners and occupants for any damage to common property, limited common property, common assets or to any strata lot caused by any of the following items located in the owner's strata lot:
- (1) dishwasher;
 - (2) refrigerator with ice/water dispensing capabilities;
 - (3) intentionally deleted;
 - (4) intentionally deleted;
 - (5) washing machine;
 - (6) heating and cooling system;
 - (7) toilets, sinks, bathtubs and, where located wholly within the strata lot and accessible to the owner, plumbing pipes, fixtures and hoses;
 - (8) intentionally deleted; and
 - (9) anything introduced into the strata lot by the owner.

PART 2 - Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

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

- (1) common assets of the strata corporation;
- (2) common property that has not been designated as limited common property;
- (3) limited common property, but the duty to repair and maintain it is restricted to:
 - (a) repair and maintenance that in the ordinary course of events occurs less often than once a year; and
 - (b) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (i) the structure of a building;
 - (ii) the exterior of a building;
 - (iii) chimneys, stairs, balconies, patios, decks, roof decks, terraces and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights (including the casings, the frames and the sill of such doors, windows and skylights) on the exterior of a building or that front on the common property;
 - (v) fences, railings and similar structures that enclose balconies, patios, decks, roof decks, terraces and yards; and
 - (vi) landscaping, including, without limitation, grassed areas, planted areas, walkways, shrubs and trees (except that an owner of a strata lot will be responsible for routine tidying of, and removing of any plant debris which accumulates within, the limited common property appurtenant to such owner's strata lot);
- (4) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
 - (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies, patios, decks, roof decks, terraces and other things attached to the exterior of a building;
 - (d) doors, windows and skylights (including the casings, the frames and the sill of such doors, windows and skylights) on the exterior of a building or that front on the common property; and

- (e) fences, railings and similar structures that enclose balconies, patios, decks, roof decks, terraces and yards.

Fire System Equipment

- 2.2 An owner must provide access, upon reasonable notice, for the strata corporation and its contractors to enter the owner's strata lot for the purpose of repairing and maintaining the fire system equipment located within the owner's strata lot from time to time, as reasonably required by the strata corporation.

PART 3 - Council

Council size

- 3.1 (1) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- (2) If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners, all the owners are on the council.

Council members' terms

- 3.2 (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.

Removing council member

- 3.3 (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 and/or if their strata fees are in arrears.

Replacing council member

- 3.4 (1) If a council member resigns or is unwilling or unable to act for a period of 2 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 or are unwilling or unable to act for a period of 2 or more months, persons holding at least 20 % 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

- 3.5 (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 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 3.6 (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.
- (4) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Requisition of council hearing

- 3.7 (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.

Quorum of council

- 3.8 (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

- 3.9 (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) Owners may not attend council meetings as observers unless council, in its sole discretion, agrees to permit owners to attend.
- (4) Despite subsection (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;
 - (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

- 3.10 (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.

- (2) Unless there are only 2 strata lots in the strata plan, 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.

Council to inform owners of minutes

- 3.11 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.

Delegation of council's powers and duties

- 3.12 (1) Subject to subsections (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 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.

Spending restrictions

- 3.13 (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.

Limitation on liability of council member

- 3.14 (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.

Consents

- 3.15 (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.

PART 4 - Enforcement of Bylaws and Rules

Maximum fine

- 4.1 (1) The strata corporation may fine an owner or tenant a maximum of:
- (a) \$200 for each contravention of a bylaw (or, if a different amount is specified in a particular bylaw herein, such different amount); and
 - (b) \$50 for each contravention of a rule.
- (2) 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.

Continuing contravention

- 4.2 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.

PART 5 - Annual and Special General Meetings

Person to chair meeting

- 5.1 (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, 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.

Quorum

- 5.2 Notwithstanding section 48(3) of the Act, if, within fifteen (15) minutes from the time appointed for an annual general meeting or a special general meeting, a quorum is not present, the eligible voters present in person or by proxy constitute a quorum.

Participation by other than eligible voters

- 5.3 (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

- 5.4 (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, 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, 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) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- (7) 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.
- (8) 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

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

- (1) certify proxies and corporate representatives and issue voting cards;
- (2) determine that there is a quorum;
- (3) elect a person to chair the meeting, if necessary;
- (4) present to the meeting proof of notice of meeting or waiver of notice;
- (5) approve the agenda;
- (6) approve minutes from the last annual or special general meeting;
- (7) deal with unfinished business;
- (8) 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;
- (9) ratify any new rules made by the strata corporation;
- (10) report on insurance coverage, if the meeting is an annual general meeting;
- (11) approve the budget for the coming year, if the meeting is an annual general meeting;
- (12) deal with new business, including any matters about which notice has been given;
- (13) elect a council, if the meeting is an annual general meeting;
- (14) terminate the meeting.

Electronic Attendance at Meetings

5.6 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.

- 5.7 An eligible voter may vote at an annual or special general meeting by a method permitted under section 5.6, so long as the requirements of section 5.4 are complied with.

PART 6 - Voluntary Dispute Resolution

Voluntary dispute resolution

- 6.1 (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 7- Marketing Activities by Developer

Marketing activities

- 7.1 Notwithstanding anything else contained herein, during the time the developer is the owner or lessee of any strata lot, it will have the right to:
- (a) maintain any strata lot or strata lots, whether owned or leased by it, as display suites and/or presentation centres and to carry on within such strata lots and within any area of the common property of the development any marketing, sales and leasing functions in respect of the development and/or any Future Developments (as defined below);
 - (b) make alterations or modifications to, and carry out construction work within or about, any strata lot or strata lots owned or leased by the developer or any common property or limited common property appurtenant thereto from time to time (including, without limitation, constructing and installing improvements therein) without the consent or approval of the strata corporation;
 - (c) erect and maintain signage in and around any unsold strata lots and on the common property of the development for the duration of the marketing, sales and leasing program;

- (d) maintain display areas, landscaping and parking areas;
- (e) use any visitor or public parking, if any, any parking intended to be assigned to any unsold strata lots or any other available parking for marketing, sales and leasing purposes and for any other reason related to the development and/or any Future Developments; and
- (f) have access to any and all parts of the common property and common facilities for the purpose of showing strata lots, the common property and the common facilities to prospective purchasers, tenants and their representatives,

in each case as may be reasonably determined by the developer in order to enable or assist it in marketing, selling or leasing any strata lot within the development and/or any Future Developments.

“Future Developments” means any real estate developments to be developed in the future by (i) the developer of the development, (ii) a limited partnership of which any partner is a partner of, or is affiliated with any partner of, Telford Avenue Project Limited Partnership or (iii) any other entity or entities which is/are affiliated with or related to Telford Avenue Project Limited Partnership or Telford Avenue Project Nominee Inc. or any of their respective partners or owners.

PART 8 - Parking

Parking and Storage

- 8.1 (1) An owner of a strata lot may be entitled to the exclusive use of zero, one or more than one parking stalls, zero, one or more than one bicycle storage lockers and zero, one or more than one general storage lockers located in the underground parking facility within the development, pursuant to a partial assignment of the parking and storage lease (the **“Parking and Storage Lease”**) between Telford Avenue Project Limited Partnership (the **“Partnership”**) and Intracorp Parking Co. Ltd., as amended and assigned from time to time, a copy of which lease is attached to the disclosure statement for the development. Pursuant to the Parking and Storage Lease, upon the registration of the strata plan for the development, the strata corporation will automatically assume all of the covenants and obligations of the Partnership, as landlord, under the Parking and Storage Lease with respect to those parking stalls and storage lockers within the development which are subject to the Parking and Storage Lease. Attached as Schedule B hereto is a copy of a plan which generally shows the location of the leased premises (including, without limitation, all parking stalls, storage lockers and other storage areas) under the Parking and Storage Lease, provided that the Parking and Storage Lease may be amended from time to time by the parties thereto to include an updated plan which shows the location of the leased premises thereunder.
- (2) An owner, tenant or occupant of a strata lot will not:
- (a) use any parking stall in the underground parking facility except the parking stalls, if any, which have been specifically assigned to the strata

- lot or, when specifically agreed with another strata lot owner, the parking stall assigned to the strata lot of that other owner;
- (b) use any storage locker in the underground parking facility except the storage lockers, if any, which have been specifically assigned to the strata lot or, when specifically agreed with another strata lot owner, the storage locker assigned to the strata lot of that other owner; or
 - (c) rent or lease the parking stall or storage locker, if any, assigned to the strata lot or otherwise permit that parking stall or storage locker to be regularly used by anyone that is not an owner, tenant or occupant of the development.
- (3) An owner, tenant or occupant of a strata lot will not carry out, or permit any visitor 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, including the underground parking facility, except in the case of emergency. An owner, tenant or occupant of a strata lot must promptly and at its own expense clean up any oil or other substance which spills or leaks onto the common property or limited common property, howsoever and whensoever such spill or leak occurs, from his or her vehicle, whether as a result of any activity prohibited by these bylaws or otherwise.
- (4) An owner, tenant or occupant of a strata lot will not park or keep any vehicle on the common property of the development or permit any guest to park or keep any vehicle on the common property, except that:
- (a) an owner, tenant or occupant of a strata lot or the guest of such person may park within the parking stall(s), if any, assigned to such strata lot pursuant to a partial assignment of the Parking and Storage Lease; and
 - (b) guests of the owners, tenants or occupants of the strata lots will be entitled to use the visitor parking stalls located within the development.
- (5) An owner, tenant or occupant of a strata lot will not store any recreational vehicle, trailer, boat trailer or boat anywhere on the common property or permit any guest to do so. Notwithstanding the foregoing, an owner, tenant or occupant of a strata lot may store a recreational vehicle, trailer, boat trailer or boat within the parking stall assigned to such strata lot pursuant to a partial assignment of the Parking and Storage Lease, provided that such recreational vehicle, trailer, boat trailer or boat fits within such parking stall without creating a danger or hazard to other users of the underground parking facility, and provided that the owner, tenant or occupant has obtained adequate insurance in respect thereof. The strata corporation may remove or cause to be removed from the common property any vehicle, recreational vehicle, trailer, boat trailer or boat that is deemed by the strata corporation to create a danger or a hazard to other users of the underground parking facility or is not adequately insured.
- (6) Except as otherwise permitted by these bylaws, an owner, tenant or occupant of a strata lot will not store any personal items or property anywhere on the

common property of the development (including within a parking stall, if any, assigned to the strata lot). Notwithstanding the foregoing, an owner, tenant or occupant may store personal property within a storage locker, if any, which such person has the right to use pursuant to the Parking and Storage Lease, subject to the terms of any registered covenants which encumber the common property.

- (7) Customer service staff, warranty service staff and workers conducting maintenance or repairs on the development are permitted to use the visitor parking stalls located in the development. The strata corporation may, from time to time, make rules and regulations concerning the visitor parking stalls, including, without limitation, rules and regulations with respect to the duration of time that guests may park in such stalls, and the owners, tenants and occupants of strata lots will cause their guests to comply with such rules and regulations.
- (8) Each owner of a strata lot with the right to use a parking stall pursuant to the Parking and Storage Lease will pay a monthly user fee to the strata corporation (on account of costs and expenses incurred by the strata corporation in operating and maintaining the parking facility) of \$5 per month, or such other reasonable amount as may be determined by the strata council on a reasonable basis from time to time, for each parking stall that such owner has the right to use pursuant to the Parking and Storage Lease. For greater certainty, the foregoing user fee is payable in addition to the monthly strata fee payable to the strata corporation.

Disabled Parking

- 8.2 Certain parking stalls (the “**Disabled Stalls**”) located in the underground parking facility within the development are designed and constructed to accommodate vehicles driven by physically disabled persons. The strata corporation will be responsible for facilitating the distribution and use of the Disabled Stalls by the owners and occupants of the strata lots as follows:
- (1) only physically disabled owners or occupants of the strata lots will be permitted to use the Disabled Stalls;
 - (2) upon presentation to the strata corporation of sufficient proof of an owner’s or occupant’s physical disability, such owner or occupant may apply to the strata corporation for a licence to use a Disabled Stall; and
 - (3) subject to availability of any Disabled Stalls, such licence may be granted by the strata corporation in its sole discretion and may be subject to any additional terms and conditions and valid for such period of time as determined by the strata corporation in its sole discretion.

Electric Vehicle Chargers

- 8.3 (1) An owner of strata lot who wishes to install an electric vehicle charger for a parking stall assigned to such owner under the Parking and Storage Lease must apply to the strata corporation for approval and satisfy any requirements of the strata corporation before installing such charger. Without limiting the foregoing, the strata corporation may require the following requirements to be satisfied before approving the installation of an electric vehicle charger:

- (a) the electric vehicle charger must be compatible with the development's electric vehicle charging network and must be Open Charge Point Protocol (OCPP) compliant, as determined by the operator (the "**EV Network Operator**") of the development's electric vehicle charging network;
 - (b) the electric vehicle charger must be capable of load-sharing with any existing electric vehicle chargers on the same circuit, as determined by the EV Network Operator; and
 - (c) the electric vehicle charger must be registered with the EV Network Operator at the time it is installed.
- (2) The installation of any electric vehicle charger must be carried out a qualified electrician approved in advance by the strata corporation.
- (3) The owner will be responsible for purchasing, installing, maintaining and repairing the electric vehicle charger at the owner's sole cost and expense.
- (4) An owner, tenant or occupant of a strata lot will have the exclusive right to use an electrical outlet or electric vehicle charger, if any, which is appurtenant to a parking stall assigned to such owner under the Parking and Storage Lease.
- (5) An owner, tenant or occupant of a strata lot will not, and will not permit any visitor or invitee of the owner, tenant or occupant to, use any electrical outlet or electric vehicle charger in the parking facility except for (1) an electrical outlet or electric vehicle charger, if any, which is appurtenant to a parking stall which has been assigned to such owner under the Parking and Storage Lease, or (2) an electrical outlet or electric vehicle charger, if any, which is made available by the strata corporation for common use.
- (6) An owner of strata lot who has installed an electric vehicle charger for a parking stall assigned to such owner under the Parking and Storage Lease is required to pay any and all charges applicable to such electric vehicle charger to the strata corporation or, if determined by the strata corporation, to the operator of the charging network selected by the strata corporation. To facilitate such payment, the strata corporation may require each such owner to create an individual account with the network operator when the electric vehicle charger is installed and before such electric vehicle charger can be used.
- (7) Any visitor to the Development who uses an electric vehicle charger provided by the strata corporation for common use is required to pay any and all charges applicable to such electric vehicle charger to the strata corporation or, if determined by the strata corporation, to the operator of the charging network selected by the strata corporation.

Rental Development Parking Area

- 8.4 Owners, tenants and occupants of the strata lots and guests and visitors of such persons will not at any time access or use the portion of the parking facility in the

development designated for exclusive use of the rental-housing building that forms part of the complex that includes the development.

PART 9- Miscellaneous

Access by Consultants

- 9.1 The owners will permit the developer's building consultants and the consultants or representatives of any warranty provider in connection with the construction of the development, to have access to the development from time to time during construction thereof and after completion of construction, for the purpose of inspecting and monitoring the building envelope and other components of the buildings comprising the development.

Noise Control

- 9.2 An owner, tenant or occupant must not use, or permit any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to use, a strata lot, limited common property or common property in a way or for any purpose that causes unreasonable or undue noise and will take all reasonable steps to satisfy noise complaints from neighbours. Without limiting the generality of this bylaw:
- (1) an owner, tenant, or occupant of a strata lot will avoid, and will cause any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to avoid, any activity that involves undue traffic or noise and the use or operation of noisy equipment or machinery in or around the strata lot between the hours of 10:30 p.m. and 7:00 a.m. or any activity that encourages loitering by persons in or about the strata lot or the common property; and
 - (2) an owner, tenant, or occupant of a strata lot will not, and will cause any occupant of his or her strata lot or any visitor or invitee of the owner or occupant to not, wear hard-heeled shoes or other footwear within a Strata Lot which causes noise which is audible from other strata lots within the development.

Garbage and recycling disposal

- 9.3 An owner, tenant or occupant of a strata lot will remove ordinary household refuse, garbage and recycling 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, tenant or occupant will remove any materials other than ordinary household refuse, garbage and recycling from the strata plan property at his or her expense.

Bicycle Storage

- 9.4
- (1) Bicycles will not be kept on stoops, patios, balconies, decks, roof decks or terraces or anywhere else on any common property or limited common property, other than within a storage locker located in the underground parking facility within the development assigned to an owner, if any, designated visitor bicycle

storage rooms located in the underground parking facility, if any, or attached to any bicycle racks installed by the developer or the strata corporation or such other locations, if any, as may be permitted by the strata council from time to time. For greater certainty, (i) bicycles may be kept within the strata lots and (ii) bicycles may be brought into the bicycle repair room on a temporary basis while work is being carried out thereon, but bicycles may not be stored in the bicycle repair room.

- (2) An owner, tenant or occupant of a strata lot will not store or keep bicycles in any bicycle storage room, if any, within the development which is designated for use by visitors only, except during such temporary periods that such person is using an electrical outlet in any such bicycle storage room for charging an electric bike.

Move in / move out

- 9.5
- (1) An owner, tenant or occupant of a strata lot must provide notice to the strata corporation of any move in or out of a strata lot at least 48 hours before the moving date.
 - (2) All moves must take place between 9:00 a.m. and 6:00 p.m. on Monday to Friday and between 10:00 a.m. to 5:00 p.m. on Saturdays, Sundays and statutory holidays.
 - (3) An owner, tenant or occupant of a strata lot must ensure that the lobby doors are not left open, ajar or unattended and that furniture is not left in the lobby area during any move in or out of a strata lot.
 - (4) An owner, tenant or occupant must ensure that no damage is caused to any common property during any move in or out of a strata lot and that all common property is left in a clean state following such move, and that all hallways and lobby areas are vacuumed immediately upon completion of such move.
 - (5) An owner, tenant or occupant must pay to the strata corporation a refundable damage deposit of \$500 at least 48 hours prior to any move in or out of a strata lot, and any expenses incurred by the strata corporation that are attributable to the owner, tenant or occupant, and any fines levied by the strata corporation against the owner, tenant or occupant, in connection with such move will be deducted from the deposit.

Rentals

- 9.6
- (1) Before a tenant may move into any strata lot, the owner will deliver or cause to be delivered to the strata corporation a "Form K - Notice of Tenant's Responsibilities" in the form set out in the Act, signed by the tenant.
 - (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 (7) days in advance and will make arrangements with the property manager for the development to coordinate any such move in accordance with section 9.5.

Advertising Sale or Rental of strata lots

- 9.7 An owner of a strata lot will not display or post or permit any agent to display or post “for sale” signs or “for rent” signs or other signage for the purpose of selling, renting or otherwise marketing a strata lot in any the following places: (i) within the owner’s strata lot such that the signage is visible from the exterior of the strata lot, or (ii) anywhere on the common property (including limited common property), except for in a location on the common property approved by the strata council.

Intentionally Deleted

9.8

Items Left on Common Property at Own Risk

- 9.9 Any owner, 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.

Supervision of Children

- 9.10 Any owner, tenant or occupant that is responsible for a child will properly supervise the child’s activities on the common property.

Holiday Lights

- 9.11 An owner, tenant or occupant of a strata lot must not erect, install or display lights such as Christmas lights or lights for other holidays or any other decorative lights of a similar nature in or about a strata lot prior to December 2 of a given year and must remove such lights on or before January 15 of the following year.

Notices

- 9.12 An owner, tenant or occupant may post notices in a location designated by the strata council for the posting of notices. The strata council may remove any notice that it deems, in its sole discretion, to be inappropriate or that has been posted for a period of longer than one week.

Intentionally Deleted

- 9.13 Intentionally deleted.

Irrigation

- 9.14 The strata corporation will operate, maintain and repair the irrigation systems for the landscaped portions of the common property and limited common property in a good and proper state of repair.

Key Fobs

- 9.15 The strata council may charge a fee, determined by the strata council in its reasonable discretion, for providing an additional key fob to a strata lot owner who requests same.

PART 10- No Smoking

No Smoking

10.1

- (1) No smoking or vaping is allowed:
 - (a) within a strata lot;
 - (b) on the interior common property, including, without limitation, hallways, corridors, elevators, the parking facility, electrical and mechanical rooms, stairs, stairwells, amenity rooms and storage areas;
 - (c) on patios, balconies, decks, roof decks or terraces; or
 - (d) within 8 metres (26 feet) of any door, window or air intake.
- (2) For the purposes of this bylaw 10.1,
 - (a) **“smoke”** or **“smoking”** includes inhaling, exhaling, burning or carrying of a lighted cigarette, cigar, pipe, hookah pipe or other lighted smoking equipment that burns tobacco, other weed substances (including, for clarity, cannabis) or any other combustible substance, except when the combusting or vaporizing material contains no tobacco or nicotine and the purpose of inhalation is solely olfactory, such as, for example, candles or smoke from incense; and
 - (b) **“vape”** or **“vaping”** includes inhaling, exhaling, vapourizing or carrying or using an activated e cigarette.
- (3) All persons, including, without limitation, owners, tenants and occupants of the strata lots and guests and visitors of such persons, must comply with this bylaw 10.1. Owners, tenants and occupants of the strata lots must ensure that this bylaw is not violated by their guests or visitors or anyone else they let into the development.
- (4) The council may make reasonable accommodation for one or more individuals that have an addiction to nicotine that is a physical or mental disability. Whether or not reasonable accommodation is required is in the reasonable discretion of the council. In making the accommodation, the council will consider how to accommodate the disability without exposing others to second-hand smoke.