

Schedule of Standard Bylaws

for

The Owners, VIS5490

*Corinthia Estates I
3666 Royal Vista Way
Courtenay, BC
V9N 9X8*

The Bylaws are intended to ensure a high standard of living for the owners and tenants of Corinthia I. In order to ensure a high quality and harmonious living environment, it is important that every owner and tenant understand that while it is their right to be protected by the Bylaws, it is also their responsibility to ensure that their rights do not infringe upon the rights of other owners or tenants. Owners and tenants are encouraged to exercise a high level of consideration for their fellow owners and tenants and deal with challenges or disagreements in an understanding, positive and productive manner.

Schedule of Standard Bylaws

Table of Contents

Division 1 – Duties of Owners, Tenants, Occupants and Visitors.....	1
1) Payment of strata fees.....	1
2) Repair and maintenance of property by owner.....	1
3) Use of property.....	1
4) Inform Strata Corporation	3
5) Obtain approval before altering a strata lot	3
6) Obtain approval before altering common property.....	3
7) Permit entry to strata lot	3
Division 2 – Powers and Duties of Strata Corporation	4
8) Repair and maintenance of property by Strata Corporation	4
Division 3 – Council	4
9) Council size.....	4
10) Council members' terms	4
11) Removing council member	4
12) Replacing council member.....	5
13) Officers.....	5
14) Calling council meetings.....	5
15) Requisition of council hearing.....	6
16) Quorum of council	6
17) Council meetings.....	6
18) Voting at council meetings.....	6
19) Council to inform owners of minutes	6
20) Delegation of council's powers and duties	6
21) Spending restrictions	7
22) Limitation on liability of council member.....	7
Division 4 – Enforcement of Bylaws and Rules	7
23) Maximum fine.....	7
24) Continuing contravention.....	7
Division 5 – Annual and Special General Meetings	7
25) General Meeting Quorum.....	7
26) Person to chair meeting	8
27) Participation by other than eligible voters	8
28) Voting.....	8
29) Order of business.....	8
Division 6 – Voluntary Dispute Resolution	9
30) Voluntary dispute resolution	9
Division 7 – Marketing Activities by Owner Developer Display Lot.....	9
31) Display lot	9
Division 8 – Miscellaneous Bylaws.....	10
32) Lockers and cart storage.....	10
33) Additional pet bylaws.....	10
34) Move in fee	10
35) Security code.....	10
36) Hot water tanks.....	10
37) Smoking	10
38) Patios and balconies	12
39) Parking	12
40) Hydro electric car charging station & user fee bylaw	13

Schedule of Standard Bylaws

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

1) Payment of strata fees

- a) An owner must pay strata fees on or before the first day of the month to which the strata fees relate. The owner of a strata lot for which a cheque or automatic debit does not clear will be charged the financial service charge of \$25.
- b) If an owner fails to pay strata fees at the required time the Strata Corporation may charge interest at the rate of 10% per annum compounded annually.
- c) If an owner fails to pay a special levy at the required time he may be fined \$50.00 for each month the special levy remains unpaid.
- d) If the Strata Corporation incurs legal or other costs in order to collect strata fees or special levies in relation to a strata lot, the owner of the strata lot will be responsible to reimburse the Strata Corporation for the full amount of the costs incurred by the Strata Corporation.

2) Repair and maintenance of property by owner

- a) 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.
- b) 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

- a) An owner, tenant, occupant or visitor must not use a strata lot, the common property, or common assets in a way that
 - i. causes a nuisance or hazard to another person,
 - ii. causes unreasonable noise at any time, or repetitive noise that is audible in another strata lot between the hours of 10 p.m. and 8 a.m.
 - iii. unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot,
 - iv. is illegal, or
 - v. 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.
- b) 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.
- c) An owner, tenant, occupant or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.
- d) An owner, tenant, or occupant must not keep an pets on a strata lot other than one or more of the following:
 - i. One (1) fish aquarium limited to 30 gallons. No snakes, tarantula spiders or any poisonous insects, frogs or reptiles;
 - ii. Caged small mammals are limited to two (2), no rats or mice;
 - iii. up to two (2) caged birds
 - iv. one (1) dog or one (1) cat

Schedule of Standard Bylaws

- e) Rentals
 - i. Within 2 (two) weeks of renting a strata lot, the owner must provide the Strata Corporation with a copy of a completed Form K, signed by the tenant.
- f) Nothing shall be brought to or stored on any Strata lot or common property or other asset of the Strata Corporation which will in any way increase the risk of fire or the rate of fire insurance or any other insurance policy held by the Strata Corporation, or which will invalidate any insurance policy.
 - i. Any rubbish, garbage, boxes, packing cases or the like shall not be thrown, piled or stored on the strata lot or common property.
 - ii. The Strata Council shall be at liberty to remove the rubbish and clean up the common property or Strata lot and charge the expense to the owner involved.
 - iii. Only vehicles with current liability insurance shall be allowed in the parking areas, except with special permission from the Strata Council.
- g) Short Term Rental, Occupancy & Licence Restriction

An owner, tenant or occupant (collectively, a "Resident") shall not:

 - A. use or permit their strata lot to be used for any purpose other than as a private residential dwelling unit;
 - B. operate a home based business from a strata lot, excluding a business which does not generate traffic or client attendances at the strata lot which is permitted;
 - C. use the strata lot for commercial, retail or non-residential purposes;
 - D. permit a person to occupy all or a portion of their residential strata lot for remuneration as vacation, travel or temporary accommodation and for greater certainty, the following occupancies are prohibited: Airbnb, hotel like occupancy, vacation rental, bed and breakfast, home swap, time share, student home stay or any other similar type of occupancy arrangement;
 - E. for purposes of (D) hereto, "vacation, travel or temporary accommodation" means the rental of all or a portion of a residential strata lot for remuneration on a short-term basis pursuant to an occupancy arrangement, excluding the following which are permitted:
 - (i) a roommate; and,
 - (ii) a short term vendor rent back after sale with the prior written approval of council, which may be granted subject to conditions;
 - F. an owner or tenant who rents in contravention of:
 - (i) subsections (A), (B) or (C) of this bylaw may be subject to a fine in the discretion of council in an amount not to exceed \$200.00 for every 7 days that the strata lot is rented in contravention of these bylaws; and,
 - (ii) subsection (D) of this bylaw may be subject to a fine in the discretion of council in an amount not to exceed \$1,000.00 for each day that the strata lot is rented in contravention of this bylaw.

Schedule of Standard Bylaws

4) Inform Strata Corporation

- a) 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.
- b) On request by the Strata Corporation, a tenant must inform the Strata Corporation of his or her name.

5) Obtain approval before altering a strata lot

- a) 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:
 - i. the structure of a building;
 - ii. the exterior of a building;
 - iii. chimneys, stairs, balconies or other things attached to the exterior of a building;
 - iv. doors, windows or skylights on the exterior of a building, or that front on the common property;
 - v. fences, railings or similar structures that enclose a patio, balcony or yard;
 - vi. common property located within the boundaries of a strata lot;
 - vii. those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act.
- b) 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.
- c) This section does not apply to a strata lot in a bare land strata plan.

6) Obtain approval before altering common property

- a) 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.
- b) 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.

7) Permit entry to strata lot

- a) An owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the strata lot
 - i. in an emergency, without notice, to ensure safety or prevent significant loss or damage.
 - ii. and at a reasonable time, on 48 hours' written notice, 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,
- b) The notice referred to in subsection a) ii. must include the date and approximate time of entry, and the reason for entry.

Schedule of Standard Bylaws

Division 2 – Powers and Duties of Strata Corporation

8) Repair and maintenance of property by Strata Corporation

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. 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;
- d) 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:
 - i. the structure of a building,
 - ii. the exterior of a building,
 - iii. chimneys, stairs, balconies and other things attached to the exterior of a building,
 - iv. doors, windows and skylights on the exterior of a building or that front on the common property, and, and
 - v. fences, railings and similar structures that enclose patios, balconies and yards

Division 3 – Council

9) Council size

- a) Subject to subsection (2), the council must have at least 3 and not more than 7 members.
- b) 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.

10) Council members' terms

- a) The term of office of a council member ends at the end of the Annual General Meeting at which the new council is elected.
- b) A person whose term as council member is ending is eligible for reelection.

11) Removing council member

- a) 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.

Schedule of Standard Bylaws

- b) 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.

12) Replacing council member

- a) 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.
- b) A replacement council member may be appointed from any person eligible to sit on the council.
- c) 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.
- d) 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 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.

13) Officers

- a) 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.
- b) A person may hold more than one office at a time, other than the offices of president and vice president.
- c) The vice president has the powers and duties of the president
 - i. while the president is absent or is unwilling or unable to act, or
 - ii. for the remainder of the president's term if the president ceases to hold office.
- d) 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.

14) Calling council meetings

- a) 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.
- b) The notice does not have to be in writing.
- c) A council meeting may be held on less than one week's notice if
 - i. all council members consent in advance of the meeting, or
 - ii. the meeting is required to deal with an emergency situation, and all council members either
 - iii. consent in advance of the meeting, or
 - iv. are unavailable to provide consent after reasonable attempts to contact them.
- d) The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

Schedule of Standard Bylaws

15) Requisition of council hearing

- a) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a council meeting.
- b) If a hearing is requested under subsection a), the council must hold a meeting to hear the applicant within one month of the request.
- c) If the purpose of the hearing is to seek a decision of the council, the council must give the application a written decision within one week of the hearing.

16) Quorum of council

- a) A quorum of the council is:
 - i. 1 if the council consists of one member,
 - ii. 2 if the council consists of 2, 3 or 4 members,
 - iii. 3 if the council consists of 5 or 6 members, and
 - iv. 4 if the council consists of 7 members.
- b) Council members must be present in person at the council meeting to be counted in establishing quorum.

17) Council meetings

- a) 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.
- b) If a council meeting is held by electronic means, council members are deemed to be present in person.
- c) Owners may attend council meetings as observers.
- d) Despite subsection c), no observers may attend those portions of council meetings that deal with any of the following:
 - i. bylaw contravention hearings under section 135 of the Act;
 - ii. rental restriction bylaw exemption hearings under section 144 of the Act;
 - iii. any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

18) Voting at council meetings

- a) At council meetings, decisions must be made by a majority of council members present in person at the meeting.
- b) 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.
- c) The results of all votes at a council meeting must be recorded in the council meeting minutes.

19) Council to inform owners of minutes

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.

20) Delegation of council's powers and duties

- a) 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.

Schedule of Standard Bylaws

- b) The council may delegate its spending powers or duties, but only by a resolution that:
 - i. delegates the authority to make an expenditure of a specific amount for a specific purpose, or
 - ii. delegates the general authority to make expenditures in accordance with subsection (3).
- c) A delegation of a general authority to make expenditures must
 - i. set a maximum amount that may be spent, and
 - ii. indicate the purposes for which, or the conditions under which, the money may be spent.
- d) The council may not delegate its powers to determine, based on the facts of a particular case,
 - i. whether a person has contravened a bylaw or rule,
 - ii. whether a person should be fined, and the amount of the fine, or
 - iii. whether a person should be denied access to a recreational facility

21) Spending restrictions

- a) 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.
- b) Despite subsection a), 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.

22) Limitation on liability of council member

- a) 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.
- b) Subsection a) 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

23) Maximum fine

The Strata Corporation may fine an owner or tenant a maximum of

- a) \$50 for each contravention of a bylaw, and
- b) \$10 for each contravention of a rule.

24) Continuing contravention

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.

Division 5 – Annual and Special General Meetings

25) General Meeting Quorum

- a) For an annual or special general meeting, the quorum shall be the eligible voters holding 1/3 of the Strata Corporation's votes present in person or by proxy.
- b) If at the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned for a period of 15 minutes whereupon:

Schedule of Standard Bylaws

- i. a meeting held pursuant to section 43 (special general meeting called by voters) is cancelled, and
- ii. a meeting held other than pursuant to section 43 shall be reconvened at the same place and the persons present in person or by proxy and entitled to vote at any time during the meeting, shall constitute a quorum

26) Person to chair meeting

- a) Annual and special general meetings must be chaired by the president of the council.
- b) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- c) 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.

27) Participation by other than eligible voters

- a) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- b) 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.
- c) 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.

28) Voting

- a) At an annual or special general meeting, voting cards must be issued to eligible voters.
- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) If there are only 2 strata lots in the strata plan, subsection (5) does not apply.
- g) 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.

29) Order of business

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

- a) certify proxies and corporate representatives and issue voting cards;
- b) determine that there is a quorum;

Schedule of Standard Bylaws

- c) elect a person to chair the meeting, if necessary;
- d) present to the meeting proof of notice of meeting or waiver of notice;
- e) approve the agenda;
- f) approve minutes from the last annual or special general meeting;
- g) deal with unfinished business;
- h) receive reports of council activities and decisions since the previous Annual General Meeting, including reports of committees, if the meeting is an Annual General Meeting;
- i) ratify any new rules made by the Strata Corporation under section 125 of the Act;
- j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General Meeting;
- k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General Meeting;
- l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- m) elect a council, if the meeting is an Annual General Meeting;
- n) terminate the meeting.

Division 6 – Voluntary Dispute Resolution

30) Voluntary dispute resolution

- a) 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:
 - i. all the parties to the dispute consent, and
 - ii. the dispute involves the Act, the regulations, the bylaws or the rules.
- b) A dispute resolution committee consists of
 - i. 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
 - ii. any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- c) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Marketing Activities by Owner Developer Display Lot

31) Display lot

- a) An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.
- b) An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

Schedule of Standard Bylaws

Division 8 – Miscellaneous Bylaws

32) Lockers and cart storage

- a) Only owners of strata lots in Strata Corporation VIS5490 may own lockers or cart storage areas in the garage area.
- b) Only owners of strata lots, or tenants in strata lots of Strata Corporation VIS5490 may use or rent lockers or cart storage area

33) Additional pet bylaws

In addition to the pet bylaws in the standard bylaws, Section 3 (4) of the Act, owners or tenants with pets must;

- a) Keep their pet on a leash when on common or limited common property.
- b) Prevent their pets from urinating or defecating on common or limited common property,
- c) Prevent their pet from making undue noise or displaying aggressive behaviour in a strata lot, on common or limited common property.

Should a pet continue to make undue noise or display aggressive behaviour, after two warnings, the Strata Council shall have the authority to fine the owner of the pet, and then have the pet permanently removed from the Strata Corporation site.

34) Move in fee

No owner or resident shall move in furniture until:

- a) The owner or resident has made arrangement with the Management Company regarding the time and date of the move. This must be done at least two weeks in advance (10 working days).
- b) The owner or resident must pay a \$200.00 non-refundable fee for each move-in. This fee is due and payable to VIS5490 and paid to the Management Company at the time the move-in arrangement is made.
- c) If there is damage caused by a move-in or move-out, which is greater than \$200.00, the Strata Council has the authority to make a claim against the owner of the strata lot responsible, on behalf of the Strata Corporation.

35) Security code

No owner shall give their entrance security code to a tenant. Tenants shall not be permitted to have or use security codes.

36) Hot water tanks

- 1) Owners must:
 - a) ensure that their hot water tank is in proper operating condition at all times;
 - b) replace the tank within 8 years from the date of its installation, or such longer period as warranted by the manufacturer; and
 - c) within 7 days of receipt of a written request from the Strata Corporation, provide proof to the Strata Corporation of:
 - i. the date of the installation of their hot water tank and their hot water tank's

Schedule of Standard Bylaws

warranty period if such warranty period is longer than 8 years; or

ii. the replacement of the hot water tank in accordance with subsection (36)(b).

2) If an owner fails or refuses to:

a) replace their hot water tank within 8 years from the date of its installation, or such longer period as warranted by the manufacturer contrary to subsection (36)(b); or

b) provide proof of the date of installation of their hot water tank and their hot water tank's warranty period if such warranty period is longer than 8 years contrary to subsection (36)(c) then the Strata Corporation may enter onto the strata lot on (7) seven days written notice and replace the hot water tank and charge any related costs and expenses back to the owner, including legal costs on a full indemnity basis.

37) Smoking prohibition bylaw

1) A Resident or visitor is prohibited from smoking in the following areas of the Strata Corporation:

a) in a strata lot;

b) on a patio, deck or balcony;

c) within six (6) meters of an exterior door, window or air intake; and,

d) on the interior of the building, including the lobby, elevator, hallway, stairwell, parkade, common rooms and any other interior common areas.

2) "Smoking" for the purpose of this bylaw, means releasing into the air gases, particles, or vapors as a result of combustion, electrical ignition or vaporization, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the byproducts, except when the combusting or vaporizing material contains no tobacco, nicotine, cannabis, marijuana or other prohibited materials and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense.

The term "Smoking" includes but is not limited to, smoking using electronic vapors, bidis, hookahs, vaporizers, bonges, tobacco smoking, marijuana smoking, crack cocaine smoking, heroin smoking and smoking other similar substances whether illegal or not.

3) A Resident shall not at any time plant, grow or cultivate a marijuana or cannabis plant on a strata lot, common property or limited common property, excluding medicinal cannabis with the prior written approval of Council which may be granted subject to conditions.

4) A Resident residing in a strata lot in the Strata Corporation at the time this bylaw is adopted and who continues to reside there after this bylaw is passed will be grandfathered from subsection (1)(a) to permit the Resident to smoke in the strata lot while he or she resides in the strata lot, provided he or she advises the Strata Corporation in writing within thirty (30) days from the adoption date of this bylaw that he or she is a smoker and otherwise complies with this bylaw.

5) For greater certainty, a grandfathered Resident may smoke in his or her strata lot, but is prohibited from smoking on the patio, deck or balcony, within 6 metres of an exterior door, window or air intake or on the interior common property or in common areas pursuant to subsections (1)(b)(c) and (d).

6) Subject to subsection (4) and the Human Rights Code, all persons must comply with this bylaw.

Schedule of Standard Bylaws

- 7) The Council may upon written application from a Resident provide reasonable accommodation to the applicant, with or without conditions, with respect to the use or cultivation of medical marijuana, smoking tobacco or cannabis or the use of tobacco or cannabis in relation to a traditional aboriginal cultural activity where the applicant forms part of a prescribed group and intends to smoke for a prescribed purpose.
- 8) An applicant requesting accommodation must establish that he or she cannot reasonably obtain, ingest, or consume medical marijuana in any format other than smoking and/or cultivation in the strata lot by providing Council with satisfactory documentary, medical and other evidence.
- 9) Council may attach conditions to any accommodation based on a review of all of the facts and circumstances, including the following:
 - a) allow smoking in a designated area of a strata lot.
 - b) impose conditions to the location, scope, duration and purpose for the accommodation and any requirement to reapply for future accommodation; and,
 - c) impose any other conditions required to grant reasonable accommodation.
- 10) A grandfathered Resident and/or a person granted reasonable accommodation, must:
 - a) not cause a fire hazard, nuisance or allow smoke or smoking debris to unreasonably interfere with the use and enjoyment of the common property, limited common property or a strata lot by another Resident; and,
 - b) make reasonable efforts to prevent smoke from escaping from his or her strata lot.
- 11) If Council determines that subsection (9) or (10) has been violated, then the responsible owner or tenant must take active and timely steps to mitigate against the escape of smoke, fire risk or nuisance within the time set out in a written notice to that effect from Council, failing which Council may impose additional restrictions or, in appropriate circumstances, prohibit or restrict smoking or cultivation in the strata lot, common property or limited common property.
- 12) An owner is responsible to ensure that his or her occupants, tenants, visitors and prospective purchasers are made aware of, and comply with this bylaw. A tenant is responsible to ensure that his or her occupants and visitors comply with this bylaw.

38) Patios and balconies

- a) Only free standing items including self-contained planter boxes, barbeques, and summer furniture are permitted on balconies or patios, unless otherwise approved by council.
- b) No awnings, shades, screens, window coverings, air conditioning units, hot tubs and no radio or television antennas or dishes shall be hung or attached to the exterior of the building or Strata lot without prior written permission from the Strata Council.

39) Parking

An owner, tenant or occupant may only park their vehicles in designated parking areas. Only vehicles with current liability insurance shall be allowed in the parking areas as per Bylaw 3) f) iii.

Parking of vehicles:

- a) Other than those owned or leased by a resident or their guests are prohibited.
- b) Occupants shall park their vehicle(s) only in limited common property spaces or

Schedule of Standard Bylaws

areas assigned or rented to them.

- c) Assigned parking areas may not be used for storage other than a motor vehicle or a bicycle(s), except with the written permission of Council.
- d) No one shall park, or leave unattended, or cause to be parked or left unattended, any vehicle in such a position that it infringes on access lanes or parking zones.
- e) No one shall park an uninsured vehicle on common property or limited common property. Unlicensed vehicles must sent a copy of the proof of liability insurance to the Property Manager.
- f) Motor tune-ups, mechanical repairs causing messy or hazardous conditions or other excessive engine running are prohibited.
- g) Oil leaks and exhaust pollution stains are the responsibility of the strata lot owner and must be cleaned up from the owner's parking stall. Owners of the vehicles casing oil staining shall, at the Strata Corporations' notification, clean up all dripping or on failure to do so in seven days' notice, be assessed the cost of clean-up. After due notice, the Strata Corporation can have the leak stain cleaned up at a charge to the owner.
- h) Vehicles dripping excessive oil or any gasoline will be prohibited from parking on the common property until repaired.
- i) No vehicles, including recreational may be left or parked on the common property or limited common property for more than seventy two (72) consecutive hours without prior written consent of the Council.
- j) No vehicle, boat, sea-do, ski-do, or equipment attached thereto that constitutes a fire hazard, in the Council's opinion, shall be permitted in the parking areas.
- k) If an unauthorized vehicle is parked in or blocking an assigned parking area, the assignee may inform the Property Manager or a member of the Strata Council to have the vehicle removed at the vehicle owner's expense. In addition, the Strata Council may remove any unauthorized vehicle from the visitor parking area or other common area at the vehicle owner's expense.
- l) Vehicles may only be washed on the common property of the Strata Corporation where designated by the Strata Corporation. Vehicles may not be washed in any parking stall in the building.

40) Hydro electric car charging station & user fee bylaw

- 1) An owner must obtain the prior written approval of the Strata Corporation to install and use an electrical vehicle charging station on a common property or a limited common property parking stall ("Charging Station").
- 2) The Council will approve an application for a Charging Station on the following terms and conditions:
 - a) The Council must be satisfied that the electric system can support the Charging Station and handle the draw.
 - b) The owner will:
 - (i) pay all costs associated with the purchase, installation, repair and maintenance of the Charging Station and, if feasible, a meter to gauge electrical usage;
 - (ii) obtain all necessary permits and hired qualified contractors to install the

Schedule of Standard Bylaws

Charging Station;

- (iii) indemnify and save harmless the Strata Corporation from and against any costs, losses or expenses of whatever kind related to the installation, use and operation of the Charging Station, including legal costs on a full indemnity basis;
 - (iv) pay a user fee to the Strata Corporation for reasonable electricity usage calculated pursuant to subsection (3) hereof;
 - (v) sign an Alteration & Indemnity Agreement on terms satisfactory to Council;
 - (vi) require subsequent owners to be bound by the Alteration & Indemnity Agreement or the Charging Station may be removed by the Strata Corporation and the related costs charged back to the responsible strata lot owners; and,
 - (vii) comply at all times with the Alteration & Indemnity Agreement and the bylaws of the Strata Corporation.
- 3) The user or owner of a Charging Station will pay the electricity charges for the Charging Station to the Strata Corporation determined as follows:
- a) the monthly usage amount based on the direct metering of the power consumed using the internal meter available in the Charging Station or based on a dedicated revenue grade meter;
 - b) a user fee payable monthly in advance to the Strata Corporation pursuant to a ratified rule from time to time:
 - (i) in a fixed amount; or,
 - (ii) in an amount determined on a reasonable basis including, but not limited to, the user's rate of consumption, recovery or operating or maintenance costs by the Strata Corporation, number of users and duration of use.
- 4) A Resident must not use or permit any person to use an approved Charging Station other than the electrical vehicle approved by Council without the prior written consent of Council and agreement to comply with the Alteration & Indemnity Agreement and these bylaws.