

Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:

- the supporting document is identified in the imaged copy of it attached to this electronic application;
- the original of the supporting document is in your possession; and
- the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

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

Strata Property Act
FORM 1 AMENDMENT TO
BY-LAWS (Section 128)

The Owners, Strata Plan BCS 3946 certify that the following or attached amendments to the by-laws of the Strata Corporation were approved by a resolution passed in accordance with section 128 of the Strata Property Act at an Annual or Special General Meeting on February 25, 2019.

Repeal and Replace



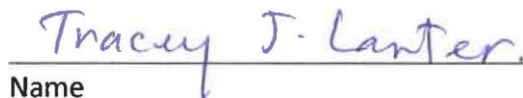
Signature of Council Member



Name



Signature of Council Member



Name

EQUINOX

10415 DELSOM CRESCENT

BCS 3946

BYLAWS

Amended: Approved February 20, 2012. Registration #882017578 (Mar. 28, 2012)

Approved February 26, 2013. Registration #CA3064760 (Apr. 30, 2013)
Add Section: 31(3), 44(2-4); Amended section: 34(3). Add Section: 46(1)(2)

Approved February 21, 2017. Registration #CA5875737
Amended 9(1) and 43(1). Added 29(7)(8)

Approved February 26, 2018. Registration #CA6704114
Added 48, 49, 50, 51. 52. Amended 37.

Approved February 25, 2019. Registration #
Amended 46

Approved March 4th, 2020. Registration #
CA8090539 Amended 37 .

Approved April 25th, 2022. Registration #
CA9875162 Amended 35 (7) .

Approved March 3rd, 2023 Registration #
CB503454 Amended 35 (6) ,
37 (8 , 9 , 11) , 54 (1)

Approved March 1st, 2024, Registration #
CB1192290 Amended 14 (5 & 6) .

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

Payment of strata fees

- 1 (1) Strata fees are due and payable on or before the first day of each month. Strata fees not received by the 10th day of the month in which they are due are subject to a 10% per annum interest penalty compounded annual until paid.
- (2) When arrears of a strata lot exceed two monthly payments a lien will be placed by the Strata Corporation on the Strata Lot involved at the owner's expense for the total monies due, including all legal and other expenses.
- (3) All Owners must provide payment of strata fees by way of post-dated cheques for the full fiscal year (provided annually the month following the Annual General Meeting) or authorization for electronic fund transfer.
- (4) The Strata Corporation may, at its sole and complete discretion, attribute any and all payments to it by an Owner or Tenant to any category of debt owing to the Strata Corporation by the Owner or Tenant. In particular, the Strata Corporation may attribute any payment to any one of the following: a fine, interest, expense reimbursement, special levies, or any other debt obligation, in its sole and absolute discretion.

Repair and maintenance of property by owner

- 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.

Use of property

- 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 or hazard to another person,
 - (b) causes unreasonable noise,
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another Strata Lot,
 - (d) is illegal, or
 - (e) is contrary to a purpose for which the Strata Lot or common property is intended as shown expressly or by necessary implication on or by the Strata Plan.
 - (f) is in contravention of any rule, order or bylaw of Corporation of Delta applicable to the Strata lot, or that is inconsistent with the intent of these bylaws.
- (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 or occupant shall not:
- (a) use a Strata for any purpose which may be injurious to the reputation of the building;
 - (b) make or cause to be made any structural alteration to his Strata Lot, or paint, decorate, or add to or remove any structure from the exterior of the building or the exterior of the Strata Lot or add to or alter the wiring, plumbing, piping, or other services on his Strata Lot, or within any bearing or party wall or the common property without first obtaining the written consent of the strata council; and
 - (c) install any lock on any door leading to or in the Strata Lot without the prior written consent of the strata council.

Signs advertising the sale, lease or open house of a strata lot must be displayed on the common post supplied by the strata corporation at the front entrance to the property and may not be displayed in the windows or on the balcony of the Strata Lot.

Inform Strata Corporation

- 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.
- (3) Any owner of a Strata Lot who leases his lot without submitting a Form K in accordance with the *Strata Property Act* shall be liable to a fine of \$50.00 for every month or part thereof that a tenant is in occupancy of the Strata Lot and the Form K is not submitted.

Obtain approval before altering a Strata Lot

- 5 (1) An Owner must obtain the written approval of the Strata Corporation before making an alteration to a Strata Lot that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building.
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a Strata Lot;
 - (g) those parts of the Strata Lot which the Strata Corporation must insure under section 149 of the Act.
 - (h) the painting of the exterior, or the attachment of sunscreens or greenhouses, or a satellite dish.

- (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.
- (3) This section does not apply to a Strata Lot in a bare land Strata Plan.

Obtain approval before altering common property

- 6 (1) 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.
- (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.

Permit entry to Strata Lot

- 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, 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.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) Where the strata corporation is required to enter a Strata Lot for the purpose of maintaining, repairing, or renewing pipes, wires, cables and ducts for the time being existing in the Strata Lot, which are capable of being used in connection with the enjoyment of any other Strata Lot or the common property, the strata corporation and its agents shall in carrying out any work or repairs do so in a proper and workmanlike manner. The strata corporation shall make good any damage to the Strata Lot occasioned by such works and restore the Strata Lot to its former condition, leaving the Strata Lot clean and free from debris.

Division 2 – Powers and Duties of Strata Corporation

Repair and maintenance of property by Strata Corporation

- 8 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
 - (v) fences, railings and similar structures that enclose patios, balconies and yards.

Division 3 – Council

Council size

- 9 (1) Subject to subsection (2), the Council must have at least 5 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

- 10 (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

- 11 (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.

Replacing Council member

- 12 (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 25% of the Strata Corporation's votes may hold a special general meeting to elect a new Council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 13 (1) At the first meeting of the Council held after each annual General meeting of the Strata Corporation, the Council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president
- (a) while the president is absent or is unwilling or unable to act, or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for 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

- 14 (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.
- (5) The Council may discuss, vote on and decide matters outside Council meetings by telephone, email or any other electronic means and such decisions shall have the same immediate effect as if the decision was made at a Council meeting provided that:
- (a) the decision is made by a majority of the Council members,
 - (b) all Council members are included in the electronic communication discussing and voting on the matter, and
 - (c) all Council members are given one week to respond and vote on the matter, unless:
 - (i) all Council members agree to a shorter time period to discuss and vote on the matter, or
 - (ii) an immediate decision is required to address an emergency.
- (6) Any decision made under subsection (5) shall be recorded in the minutes of the Council meeting following the decision.

Requisition of Council hearing

- 15 (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

- 16 (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

- 17 (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 attend council meetings as observers.
- (4) Despite subsection (3), no observers may attend those portions of Council meetings that deal with any of the following:
- (a) bylaw contravention hearings under section 135 of the Act;
 - (b) rental restriction bylaw exemption hearings under section 144 of the Act;
 - (c) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

Voting at Council meetings

- 18 (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

- 19 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

- 20 (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

- 21 (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

- 22 (1) A Council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Council.
- (2) Subsection (1) does not affect a Council member's liability, as an Owner, for a judgment against the Strata Corporation.

Division 4 – Enforcement of Bylaws and Rules

Maximum fine

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

Continuing contravention

- 24 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

Person to chair meeting

- 25 (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.

Participation by other than eligible voters

- 26**
- (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

- 27**
- (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) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if the strata corporation is entitled to register a lien against that strata lot under section 116(1) of the Act.
 - (9) Except on matters requiring a unanimous vote, the vote for a strata lot may not be exercised if there are amounts owing to the strata corporation charged against the strata lot in respect of administration fees, bank charges, fines, penalties, interest or the costs, including the legal

costs, of remedying a contravention of the bylaws or rules, including legal costs, for which the owner is responsible under section 131 of the Act.

Order of business

28 The order of business at Annual and Special General meetings is as follows:

- (a) certify proxies and corporate representatives and issue voting cards;
- (b) determine that there is a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last Annual or Special General meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous Annual General meeting, including reports of committees, if the meeting is an Annual General meeting;
- (i) ratify any new rules made by the Strata Corporation 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

Voluntary dispute resolution

- 29 (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.

Division 7 – Marketing Activities by Owner Developer

Display lot

- 30 (1) During the time that the owner developer of the strata corporation is a first owner of any Strata Lots, it shall have the right to maintain any Strata Lot or Strata Lots, whether owned or leased

by it, as a display unit, and to carry on sales functions it considers necessary in order to enable it to sell the Strata Lots or strata lots in a development developed by an affiliated company.

- (2) At the reasonable discretion of the owner developer, it may use the common property to conduct the sale or lease of Strata Lots in the Strata Plan or of strata lots in a development developed by an affiliated company up to 24 months after the date of first occupancy in the final phase of the Development.
- (3) Signs advertising the sale, lease or open house of a Strata Lot must be displayed on the common post supplied by the strata corporation and may not be displayed in the windows or on the balcony of a Strata Lot. Notwithstanding the foregoing, marketing signs may be displayed on the common property and/or the limited common property or window of any Strata Lot owned or leased by the owner developer at the reasonable discretion of the owner developer.

Strata Fees

- 31
- (1) Strata fees are due and payable on or before the first day of each month. Strata fees not received by the 10th day of the month in which they are due are subject to a 10% per annum interest penalty compounded annually until paid.
 - (2) When arrears of strata fees exceed two monthly payments a lien will be placed by the strata corporation on the Strata Lot involved at the owner's expense for the total monies due, including all legal and other expenses.
 - (3) Such interest is not a fine and forms part of an Owner's strata fees for the purposes of s. 116 of the *Strata Property Act* (referred to herein as the "Act").

The Strata Corporation may, at its sole and complete discretion, attribute any and all payments to it by an Owner or Tenant to any category of debt owing to the Strata Corporation by the Owner or Tenant. In particular, the Strata Corporation may attribute any payment to any one of the following: a fine, interest, expense reimbursement, special levies, strata fees, or any other debt obligation, in its sole and absolute discretion.

Disturbance of Others

- 32
- (1) Mops or dusters of any kind shall not be shaken, and nothing shall be thrown out of any window, door, passage, or other parts of the Strata Lot or the common property
 - (2) No barbecues other than those fueled by propane or natural gas or electricity may be used. No owner, tenant or occupant shall operate his barbecue in a manner which, in the opinion of the Strata Council, interferes with another owner's enjoyment of his Strata Lot. All barbecues must be kept at a minimum distance of 24 inches away from the building exterior walls. Owners, tenants or occupants will be held responsible for heat damage to the building envelope.
 - (3) Carpentry or similar alterations shall be limited to the hours as allotted by the Corporation of Delta.

Hazard

- 33** (1) Fire hazards must be minimized. No item shall be brought onto or stored in a Strata Lot or the common property which will in any way increase or tend to 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.
- (2) No material substances, especially burning material such as cigarettes or matches, shall be permitted to be discharged from any window, door, patio or other part of a Strata Lot or the common property.
- (3) No fireworks are to be stored or used on limited common property or common Property without prior permission of Council and a fireworks permit as implemented by the City of Dela. Proof of such permit must be furnished prior to any event and at any time upon request.

Cleanliness

- 34** (1) All household refuse and recycling material shall be secured in suitable plastic bags or recycling containers. Owners, tenants and occupants will comply with the City's recycling program as it is implemented.
- (2) Any waste material other than ordinary household refuse and normally collected recycling materials shall be removed by the individual owner, tenant or occupant of the Strata Lot.
- (3) All refuse, recycling and organics receptacles are to be stored inside the Strata Lot with exception of the evening prior to pick-up day from 5 p.m. and on pick-up day.

Exterior Appearance

- 35** (1) No signs, fences, gates, billboards, placards, advertising or notices of any kind shall be erected or displayed on the common property or the Strata Lot without prior written approval by the Strata Council.
- (2) No awning, shade screen, smoke stake, satellite dish, radio or television antenna shall be hung from or attached to the exterior of the Strata Lot, without prior written consent of the Strata Council.
- (3) No laundry, clothing, bedding, or other articles shall be hung or displayed from windows, patios, or other parts of the Strata Lot so that they are visible from the outside.
- (4) Draperies or window coverings that are visible from the exterior of any Strata Lot shall be cream or white in colour.
- (5) Balcony, patio and roof deck furnishings are restricted to patio furniture, barbeques and plants. For example, no laundry or other like articles shall be hung or displayed so that they are visible from the outside of the building. Balconies, patios or roof decks shall not be used for the storage of bicycles, refrigerators, freezers, storage boxes or cleaning materials.

Exterior Appearance Continued:

- (6) A resident who installs holiday or festival decorations may install them within 30 days before the holiday or festival and must remove them within 30 days after the holiday or festival and shall not attach any decorations to the siding of the strata building or in a manner so as to damage the building's structure.
- (7) An owner, tenant, occupant or visitor may only plant herbs or vegetables contained in pots placed in a strata lot or on limited common property that is designated for the exclusive of the strata lot. For greater certainty, an owner, tenant, occupant or visitor must not plant herbs, vegetables, or other plants anywhere on common property that is not designated for the exclusive use of the person's strata lot or on common assets, regardless of whether any such herbs, vegetables or plants are contained in pots or not.

Common Areas

- 36** (1) The Strata Council shall administer all common areas and any rules and regulations formulated by the Strata Council from time to time shall be binding upon all owners, tenants, occupants and visitors
- (2) The common facilities are for the use of owners, tenants, occupants and their invited guests only. An owner, tenant or occupant must accompany guests when using these facilities.

Parking

- 37** (1) An owner, tenant or occupant shall only park in the garage space(s) that is/are included as part of their Strata Lot or on the driveway apron designated as limited common property for the use of their Strata Lot, save and except for private arrangements with other owners, tenants or occupants for the use of their garage. Garages and driveway aprons designated as limited common property shall not be leased or rented to a person who is not an owner, tenant or occupant within the strata corporation.
- (2) A resident shall not park any vehicle on or otherwise block any driveway apron unless such driveway apron services such resident's garage or strata lot.
- (3) No major repair or adjustments shall be made to motor vehicles on the common property or the limited common property.
- (4) Owners will be responsible for the clean-up of oil spills on common property and the limited common property.
- (5) No parking is permitted except in a designated parking space, nor shall a vehicle park in a manner, which will reduce the width of any driving aisle. Vehicles reducing the width of a driving aisle will be towed at the owner's expense.
- (6) No vehicles exceeding 4,000 kg. G.V.W. shall be parked or brought onto the common property without the consent of the strata council, except when used in delivery to or removal from the premises. No RV, boat, or trailer or unlicensed vehicle shall be completely enclosed within a parking garage appurtenant to a strata lot.
- (7) A maximum speed of 10 km/h will apply within the common property.
- (8) No overnight parking is permitted unless an Extended/Overnight Visitors Parking Pass is filled out and approved through the Equinox strata website.
- (9) Guests using visitors parking for a period exceeding 72 consecutive hours, and/or five (5) days in a calendar month are considered a resident for the purposes of enforcing the bylaws. Owners can request an extended parking pass for their guests via the Equinox strata website, subject to approval however, no more than three (3) extended parking passes will be issued at any given time.
- (10) Any vehicle, which does not comply with these bylaws may be towed at the Owner's expense.
- (11) In matters of common interest to all owners regarding the parking bylaws, the strata corporation will use the following guidelines and may fine an owner or tenant for the following visitor parking violations:

- (a) A warning letter for the first contravention, \$50 dollar bylaw fine for the second contravention, \$100 dollar bylaw fine for the third contravention and \$200 dollar bylaw fine for the fourth and any subsequent contraventions. As per parking bylaw 37 (10), residents in contravention of the parking bylaws may be towed at the vehicle owner's expense.

Damage to Property

- 38 (1) An owner, tenant or occupant shall not cause damage to trees, plants, bushes, flowers or lawns and shall not place chairs, tables or other objects on lawns or grounds so as to damage them or prevent growth.

Security

- 39 (1) Owners, tenants or occupants are responsible for anyone they admit onto or about the common property, inclusive of agents, servants, licensees, or invitees.
- (2) The Strata Council shall form a Security Committee to provide guidelines for the security of individual Strata Lots, and to establish resident-based voluntary crime prevention programs such as Block Watch.

Moving and Resale

- 40 (1) It will be the express responsibility of the owner to ensure that all moves in or out by the owner, tenant or occupant conforms to the rules and regulations as established by the Strata Council from time to time.
- (2) Advertising for the resale or rental of a Strata Lot shall only be permitted within the boundaries of the strata corporation on Directory Trees which shall be located, supplied and maintained by the Strata Council.

Leasing Requirements

- 41 (1) An owner must:
- (a) provide the strata corporation with a true and complete copy of every written tenancy agreement (as defined in the *Residential Tenancy Act* (British Columbia) as amended or replaced); and
 - (b) cause the tenant to execute a Form K— Notice of Tenant's Responsibilities as provided in the *Strata Property Act* (British Columbia), as amended or replaced, prior to his or her occupation of the Strata Lot and provide the Strata Corporation with a copy thereof.

Pets and Animals

- 42 (1) An Owner, tenant or occupant must not keep any pets on a Strata Lot other than one or more of the following:
- (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds;

- (d) two dogs or two cats; or one dog and one cat.
- (2) No vicious dogs are permitted in any Strata Lot or on any portion of the common property. For the purposes of this bylaw a vicious dog means the following:
 - (a) any dog that has killed or injured
 - i. any person; or
 - ii. another animal while running at large;
 - (b) any dog that aggressively harasses or pursues another person or animal while running at large;
 - (c) any dog primarily owned 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 predominately conforming to these standards for any of the above breeds, as established by the Canadian Kennel Club or the American Kennel Club or the United Kennel Club, as determined by a veterinarian licensed to practice in the Province of British Columbia.
 - (3) The owners of pets will be fully responsible for:
 - (a) the behavior of their pets,
 - (b) cleaning-up after their pets, and
 - (c) removing pet waste from the common property immediately and disposing of it in designated containers that may be specified for this purpose from time to time.
 - (4) An owner, tenant, occupant or visitor must ensure that all pets are leashed or otherwise secured when on the common property or on land that is a common asset, except where Strata Council has designated an off-leash dog area, in which case, the dog must be under the supervision and control of a responsible individual.
 - (5) Without limiting the generality of this bylaw, if a pet is causing a nuisance or unreasonable noise, the Strata Council may, among other things, require that the pet be removed from the Strata Lot permanently.
 - (6) An owner, tenant or occupant shall not feed nuisance birds such as pigeons, seagulls, crows, starlings and other birds from any Strata Lot or the common property.
 - (7) Owners, tenants or occupants will be responsible for informing their guests or visitors about the rules concerning pets and will be responsible for cleaning-up and/or repairing damage caused by pets brought onto the common property by their guests or visitors.
 - (8) The Strata Corporation may fine an owner of a pet \$50.00 for each contravention of this bylaw.

Quorum

- 43** (1) Pursuant to Section 48(3) of the *Strata Property Act*, if, within fifteen (15) minutes from the time appointed for an annual or special general meeting a quorum is not present in person or by proxy, those eligible voters present in person or by proxy shall constitute a quorum and the meeting shall be called to order.

Adherence to Bylaws

- 44 (1) Owners must ensure that their tenants, occupants, guests and visitors do not contravene any bylaws applicable to the owner.
- (2) In addition to the obligations and liabilities imposed by Bylaw 44(1), an Owner is 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 as a result of:
- (a) any of the following items located in the Owner's Strata Lot:
 - (1) dishwasher;
 - (2) refrigerator with ice/water dispensing capabilities;
 - (3) garburator;
 - (4) hot water tank;
 - (5) washing machine;
 - (6) radiant heating system, including boiler;
 - (7) toilets, sinks, bathtubs and, where located wholly within the strata lot and accessible to the owner, plumbing pipes, fixtures and hoses;
 - (8) fireplaces;
 - (9) anything introduced into the Strata Lot by the owner;
 - (b) any alterations or additions to the Strata Lot, the limited common property or the common property made by the owner or by prior owner(s) of the strata lot;
 - (c) any of the following areas of limited common property that an owner is required to maintain and repair:
 - (1) damage arising from a blocked drain on the deck, balcony or patio designated as limited common property for the owner's strata lot;
 - (d) any pets residing in or visiting at the owner's strata lot; and
 - (e) any children residing in or visiting at the owner's strata lot;
- (3) An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot arising from Bylaw 44(2) above, but to the only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy held by the Strata Corporation. In such circumstances, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the owner.
- (4) For the purposes of Bylaws 44(2) and 44(3), any insurance deductibles or uninsured repair costs charged to an Owner shall be added to and become part of the assessment of that Owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.

Change of Civic Addresses

- 45 (1) Owners shall not change their civic addresses / unit number of their Strata Lots

Controlled Substances

- 46 (1) An owner shall indemnify and save harmless the strata corporation from the expense of any maintenance, repair or replacement rendered necessary to the common property, limited common property, common assets or to any strata lot (including the owner's strata lot) as a result of damage arising from a grow operation, clandestine laboratory or other illegal activity installed in or operated from the owner's strata lot, but only to the extent that such expense is not reimbursed from the proceeds received by operation of any insurance policy held by the strata corporation. In such circumstances, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the strata corporation as insurance coverage and will be charged to the owner
- (2) A resident or visitor must not use a Strata lot for any of the following uses or purposes: The purpose of growing, producing, harvesting, storing, marketing, selling or distribution of marijuana or any other "controlled substance" as that term is defined in the Controlled Drugs and Substances Act.

Small Claims

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

Resident Insurance

- 48 (1) A resident is responsible for obtaining insurance coverage to cover risks that are not covered by the strata insurance. Without limiting the foregoing, an owner is responsible for obtaining insurance coverage to pay any deductibles payable under the strata insurance for which the owner is responsible.

Responsibility of Owners

- 49 (1) 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 policy of strata insurance. 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.
- (2) For the purposes of these bylaws, any insurance deductible paid or payable by the strata will be considered an expense not covered by the proceeds of strata insurance received by the strata corporation and will be charged to the owner.

Flooring

- 50 (1) An owner is permitted to install hard surface flooring (i.e. laminate (consisting of wood, composite materials or plastic), hardwood, linoleum, ceramic, stone, slate, cork or other) anywhere within a strata lot subsequent to the passage of these bylaws. An owner is not permitted to install hard surface flooring materials anywhere within a strata lot which do not meet an FIIC (floor impact insulation class) of 73 or greater or an STC (sound transmission class) of 73 or greater. (Where required, acoustical underlay must be installed beneath the hard surface flooring material in order that the combination of the underlay and the finished flooring material achieves the required FIIC/STC rating as set out in this bylaw.)

Permit Entry to Strata Lot

- 51 (1) A resident or visitor must allow a person authorized by the strata corporation to enter the strata lot or limited common property.
- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage;
 - (b) at a reasonable time, on 48 hours' written notice,
 - (i) to inspect, repair, renew, replace or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair, replace, renew and maintain under these bylaws or the Act or to insure under section 149 of the Act; or
 - (ii) to ensure a resident's compliance with the Act, bylaws and rules. If forced entry to a strata lot is required due to required emergency access and the inability to contact the owner of the strata lot, the owner shall be responsible for all costs of forced entry incurred by the strata corporation.
- (2) The notice referred to in bylaw 11.1(b)(i) must include the date and approximate time of entry, and the reason for entry.

Towing Chargeback

- 52 (1) Owners in violation of the parking bylaws whose vehicles are towed from the property will be charged back for the towing company's impound service at a cost of \$800.00 made up of \$300.00 for the towing and \$500.00 for the storage fee.

Prohibition of Short Term Occupancy or Accommodations

- 53 (1) No owner, tenant, or occupant will for any reason grant a license to any person to occupy a strata lot under any of the following arrangements:
- (a) As vacation, travel, or temporary accommodation; or
 - (b) As a motel, hotel, inn, hostel, or bed and breakfast, or other similar accommodations; or
 - (c) As a boarding house, home stay, or student housing; except as authorized by the strata council; or
 - (d) Through any website designed for booking short term accommodations, temporary accommodations or vacation rentals, including but not limited to www.Airbnb.com, www.vrbo.com and other similar websites; or
 - (e) Through any app designed for booking short term accommodations, temporary accommodations or vacation rentals; or

- (f) Through any other person, agency, or organization which makes arrangement for, or which itself reserves, short term accommodations, temporary accommodations, or vacation rentals; or
 - (g) At a nightly or weekly rate.
- (2) The Strata Corporation may fine an owner up to \$1,000 for the contravention of Bylaw 53(1). The Strata Corporation may fine an Owner on a daily basis for breach of bylaw 53, if an activity or lack of activity that constitutes a contravention the bylaw continues.

54 (1):

For the purposes of this bylaw 54 (1), the following definitions apply:

- (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 or other weed substances; (including for clarity, marijuana).
- (b) "vape" or "vaping" includes inhaling, exhaling, vapourizing or carrying or using an activated e cigarette.

54 (1) No Smoking:

An owner, tenant, occupant, or visitor must not smoke or vape in or on the following areas:

- (a) any common property that is located within a building (including service rooms, storage lockers, stairs and amenity rooms) or on a balcony, patio or deck that is designated as limited common property.
- (b) a balcony, patio or deck;
- (c) anywhere on the exterior common property.
- (d) within the Strata lot.