



## **BYLAWS**

# **STRATA PLAN BCS 2759**

## **CRESCENDO**

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## 1. PREAMBLE

- 1.1 These bylaws bind the strata corporation and the owners, tenants and occupants to the same extent as if the bylaws had been signed by the strata corporation and each owner, tenant and occupant and contained covenants on the part of the strata corporation with each owner, tenant and occupant and on the part of each owner, tenant and occupant with every other owner, tenant and occupant and with the strata corporation to observe and perform their provisions.

## 2. DEFINITIONS AND INTERPRETATIONS

- 2.1 The following words and expressions shall have meanings stated. If these definitions conflict with the Strata Property Act, S.B.C 1998, C. 43 (hereinafter called "the Act"), the Act will have precedence.

" $\frac{3}{4}$  Vote" means a vote in favour of a resolution by at least  $\frac{3}{4}$  of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.

"annual general meeting" ("AGM") means a general meeting of the owners held once yearly to approve, among other things, an annual budget for the next fiscal year and elect a council with which to govern the strata corporation during that same fiscal period.

"balcony" means each area identified as either a balcony or a patio on strata plan BCS 2759.

"bylaw" means a bylaw of a strata corporation which is used to govern how owners and tenants may use strata lots, the common property, and common assets of the strata corporation. Bylaws also govern the administration of the strata corporation.

"common asset" means:

- a) personal property held by or on behalf of a strata corporation, and
- b) land held in the name of or on behalf of a strata corporation, that is
  - 1) not shown on the strata plan, or
  - 2) shown as a strata lot on the strata plan.

"common expenses" means expenses:

- a) relating to the common property and common assets of the strata corporation, or
- b) required to meet any other purpose or obligation of the strata corporation.

"common property" means:

- a) that part of the land and buildings shown on a strata plan that is not part of a strata lot, and
- b) pipes, wires, cables, chutes, ducts and other facilities for the passage or provision of water, sewage, drainage, gas, oil, electricity, telephone, radio, television, garbage, heating and cooling systems, or other similar services, if they are located:

- 1) within a floor, wall or ceiling that forms a boundary:
  - i. between a strata lot and another strata lot,
  - ii. between a strata lot and the common property, or
  - iii. between a strata lot or common property and another parcel of land, or
- 2) wholly or partially within a strata lot, if they are capable of being and intended to be used in connection with the enjoyment of another strata lot or the common property.

"contingency reserve fund" means a fund for common expenses, as set out in Section 92 (b) of the Act.

"council" means the executive body elected to carry out the duties of the strata corporation and to oversee the corporation's affairs between general meetings of the eligible voters.

"Crescendo" means strata plan BCS 2759.

"electric vehicle charging equipment (EVSE)" means, according to the National Electrical Manufacturers Association (NEMA), devices that provide electric power to the vehicle and use that to recharge the vehicle's batteries. EVSE systems include the electrical conductors, related equipment, software, and communications protocols that deliver energy efficiently and safely to the vehicle. (EVSE is sometimes called "charging station" but where there is a need to distinguish between the on-board charging station and the stationary charging station, "EVSE" is more appropriate.

"floor-ceiling assembly" means a floor cover, a floor, a drop ceiling as applicable, insulating material as applicable, and the ceiling of the space below.

"floating floor cover" is a floor cover that is not fastened to the floor.

"floor cover" in the Crescendo means the material on top of the concrete floor and usually includes an underlay and a carpet or hard surface. It may also include moisture barriers and adhesives. The underlay can be attached to the hard surface or be separate.

"limited common property" means common property designated for the exclusive use of the owners of one or more strata lots.

"majority vote" means a vote in favour of a resolution by more than ½ of the votes cast by eligible voters who are present in person or by proxy at the time the vote is taken and who have not abstained from voting.

"occupant" means a person, other than an owner or tenant, who occupies a strata lot.

"operating fund" means a fund for common expenses, as set out in Section 92 (a) of the Act.

"owner" means a person shown in the register of a land title office as being the owner of a strata lot.

"parking area" is an area in the parking garage that is greater than the area of one parking stall and less than the area of the parking garage.

“parking garage” means the total of the vehicle parking stalls (273), the motorcycle parking stalls (10), all of the connecting driveways, and the area connecting the stalls to the doors of the elevator lobbies.

“parking stall” is a stall in the parking garage, that the strata corporation assigns to an owner for the owner, tenant or occupant of the corresponding strata lot to park their vehicle.

“rule” means a rule of a strata corporation made under Section 125 of the Act.

“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, cannabis).

“special general meeting” (“SGM”) means a general meeting of the owners held at any time during the year other than the time of the AGM.

“spa” means that part of the building on the ground floor designated the spa and containing the sauna, steam room, hot tub, showers, washrooms and associated fixtures and fittings.

“special levy” is a method which permits the strata corporation to raise or collect money for a specified purpose, voted upon by eligible voters at a general meeting.

“strata corporation” means the strata corporation established under Section 2 of the Act under the name “Owners, Strata Plan BCS 2759”.

“strata fee” or “maintenance fee” refers to the monthly financial contribution which must be made by an owner of a strata lot for the maintenance and operation of the strata corporation.

“strata lot” means a lot shown on a strata plan.

“Strata Property Act”, also called the Act, is the Strata Property Act, SBC 1998, Chapter 43.

“Strata Property Regulations”, also called the Regulations, are the Strata Property Regulations, B.C. Reg 43/2000.

"tenant" means a person who rents all or part of a strata lot and includes a subtenant but does not include a leasehold tenant in leasehold strata plan as defined in Section 199 of the Act or a tenant for life under a registered life estate.

“vape” or “vaping” includes inhaling, exhaling, vaporizing, or carrying or using an activated e-cigarette or similar vaporizing device.

“visitor” means anyone who enters the building for social or business reasons, with the approval of an owner, a tenant or delegate.

“written” or “in writing” means hand-written, type-written, printed, or electronically made (e.g., email), and resulting in a permanent record.

2.2 Except where the context requires otherwise:

- a) words indicating one gender include all genders; and
- b) words indicating the singular also include the plural and words indicating the plural also include the singular.

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

### **3. COMPLIANCE WITH BYLAWS AND JURISDICTIONAL REQUIREMENTS**

3.1 All owners, tenants, occupants, and visitors must comply with the bylaws and rules of the strata corporation, as well as all applicable laws, bylaws, acts, codes, standards, or regulations of the City of Port Moody, the Province of British Columbia, and the Government of Canada.

3.2 In the event of conflict between these bylaws and any laws, bylaws, acts, codes, standards, or regulations of the City of Port Moody, the Province of British Columbia or the Government of Canada, the laws, bylaws, acts, codes, standards, or regulations of the City of Port Moody, the Province of British Columbia, or the Government of Canada shall take precedence.

### **4. PAYMENT OF STRATA FEES AND SPECIAL LEVIES**

4.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate.

4.2 If an owner fails to pay strata fees in accordance with Section 4.1, outstanding strata fees will be subject to an annual interest charge of 10%, compounded annually and calculated on a monthly basis from the date that the payment was due and continuing until the last day of the month in which it is paid. If strata fees are overdue one month, a demand letter will be sent requesting payment within 21 days. If strata fees are overdue two months, a lien will be applied on the strata lot and the cost of the lien will be charged to the owner. Additional costs may be added, pursuant to Section 118 of the Act. If strata fees are three months overdue, the council may request an Order for Sale of the strata lot.

4.3 Service charges for NSF cheques will be charged back to the strata lot.

4.4 A special levy is due and payable on the date or dates noted in the resolution authorizing the special levy. If an owner is late paying for a special levy the late payment will be subject to an interest charge of 10%, compounded annually and calculated on a monthly basis from the date the payment was due and continuing until the last day of the month in which it is paid. If special levy payments are overdue one month, a demand letter will be sent requesting payment within 21 days. If special levy payments are overdue two months, a lien will be applied on the strata lot and the cost of the lien will be charged to the owner. Additional costs may be added, pursuant to Section 118 of the Act.

4.5 If, when an owner pays strata fees, the owner owes money to the strata corporation for a fine, for interest, or for the reasonable costs of remedying a contravention of the bylaws or rules, the strata corporation must apply that owner's payment to the amount outstanding:

- a) firstly, to the fine,



- b) secondly, to costs to remedy a contravention, and
- c) thirdly, to the strata fees.

4.6 Access to the amenity room, exercise room, and spa facilities may be denied to owners and tenants for overdue payment of fees or fines.

## 5. REPAIR AND MAINTENANCE OF PROPERTY BY OWNER

5.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that are the responsibility of the strata corporation under these bylaws. The fittings and fixtures of windows (e.g., handles, opening-closing mechanisms) and doors (e.g., roller mechanisms, handles, locks) are part of the strata lot. Alterations and additions including, but not limited to, balcony awnings and screens that attach to parts of the building, are the responsibility of the owner that installed them, and all subsequent owners.

5.2 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.

## 6. USE OF PROPERTY

6.1 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, or odours that are objectionable to other owners, tenants, occupants, or visitors,
- 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 otherwise injurious to the reputation of the strata corporation or
- e) is contrary to a purpose for which the strata lot, including the balcony or common property, is intended as shown expressly or by necessary implication on or by the strata plan.

6.2 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. Residents must not drill holes, change, remove or attach anything to the exterior of the building that could compromise the integrity of the building envelope. Owners, tenants, and occupants are encouraged to use the elevator protective curtains when using the elevators to transport furniture, appliances, and other bulky items. The curtains are available from the building manager.

6.3 An owner, tenant, occupant, or visitor must immediately remove any material that they drop or spill on common property.

6.4 Smoking and vaping are prohibited everywhere in the Crescendo building (including balconies) and within 20 feet of the building, except in strata lots. Smoking and vaping materials, such as cigarette butts, must be cleaned up.

6.5 An owner, tenant, or occupant is responsible for the conduct of visitors, including ensuring that noise is kept at a level, in the sole determination of a majority of the council, that will not disturb the rights of quiet enjoyment of others.

6.6 An owner, tenant, or occupant is liable for the proper supervision of activities of children including, but not exhaustively, cycling, skateboarding and hockey.

6.7 An owner, tenant or occupant must not permanently install any indoor-outdoor carpeting on any balcony.

6.8 Where the strata corporation determines that illegal activity is taking place in a strata lot or on the common property, and an owner, tenant, occupant, or visitor is involved in the illegal activity, the owner, regardless of whether they had knowledge, notice or forewarning of such illegal activity, must pay all costs incurred by the strata corporation in connection with the investigation and removal of such illegal activity, including, and without limitation, any increases in insurance, disposal costs and the costs to repair any damage to any strata lot or common property, including limited common property.

6.9 An owner is responsible for any damage caused by tenants, occupants, visitors, or pets to the owner's strata lot.

6.10 Quiet hours are 10 p.m. to 7 a.m. on Sundays to Thursdays inclusive, and 11 p.m. to 8 a.m. on Fridays and Saturdays, to provide consideration for neighbours. This applies to all areas inside the building, including balconies, as well as common property outside, including walking areas, benches, and the driveway.

6.11 No liquor shall be consumed on common property except for the amenity room and balconies. Please refer to Bylaw 19 (amenity room) for further detail on liquor rules.

6.12 An owner, tenant, occupant, or visitor must not hinder or restrict access to, along or through common property except as otherwise approved by the building manager or council. This includes, but is not limited to, driveways, walkways, sidewalks, entrances, the lobby, elevators, exits, corridors, pedestrian passageways, stairways, and vehicle passageways.

6.13 An owner, tenant, occupant, or visitor must not wear or use, as the case may be, inline skates, bicycles, scooters or skateboards anywhere on the strata property, except that:

- a) bicycles, manual scooters (including children's scooters), and power scooters may be used to exit the parking garage from the bicycle storage place;
- b) bicycles, manual scooters (including children's scooters), and power scooters may be used to access the bicycle storage place from the parking garage entrance;
- c) mobility (three-wheel and four-wheel) power scooters for the disabled may be used anywhere in the building; and
- d) tricycles may be used for travelling between strata lots and building exits.

6.14 Except for vacuuming vehicles, an owner, tenant, occupant, or visitor must not use common property electrical outlets without the prior written approval of the council.

6.15 An owner, tenant or occupant must ensure that the entrance door to the strata lot is kept closed, that the space under the entrance door is not blocked (including by weather stripping), and that the kitchen exhaust fan is used when cooking.

6.16 An owner, tenant, occupant, or visitor must not shake rugs, carpets, mops, or dusters of any kind from any balcony, window, stairway, or other part of a strata lot or common property.

6.17 An owner, tenant or occupant must not store, install, or place anything on common property, temporarily or permanently, except as otherwise approved by the building manager (e.g., for moves and deliveries).

6.18 Artificial holiday trees are permitted within strata lots. Cut real seasonal holiday trees are prohibited.

6.19 No owner, tenant or occupant shall do anything or permit anything to be done, that will reasonably increase the risk of fire or the premium of fire insurance on the building or any part thereof.

6.20 No owner, tenant, occupant, or visitor shall do anything on common property likely to damage the plants, bushes, flowers, or lawns and shall not place objects on the lawns to damage them or prevent their reasonable growth.

6.21 Waterbeds are prohibited in strata lots.

6.22 Willfully activating fire alarms when there is no fire is prohibited.

## 7. RISK AND RESPONSIBILITY

7.1 If an owner is responsible for any loss or damage to a strata lot, common property, limited common property, common facilities or common assets, the owner shall 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, common facilities or common assets to the extent that such expense is not reimbursed from the proceeds received by operation of any strata insurance policy or, if a claim against the strata corporation's insurance policy is not made, for all expenses incurred by the strata corporation up to the amount of the strata corporation's insurance deductible. Without limiting the generality of the word "responsible", an owner is responsible for loss or damage caused by the owner or by any of the tenants, occupants, visitors, agents, contractors, or employees of the strata lot or of the owner or the owner's family.

7.2 For the purposes of these bylaws, any insurance deductible paid or payable by the strata corporation where a claim is made under the strata corporation's insurance policy will be considered an expense not covered by the strata insurance proceeds received by the strata corporation and will be charged to the responsible owner and shall become due and payable on the date the next monthly assessment is due.

7.3 For the purposes of these bylaws, any uninsured repair costs incurred by the strata corporation to mitigate against further damage, whether within a strata lot or to common property, limited common property or to common assets, or incurred to remedy or repair damage that is not insured and that is the responsibility of the owner, will be charged to the responsible owner and shall become due and payable on the date the next monthly assessment is due.

7.4 Where an owner or occupant has upgraded an original fixture and the upgraded fixture suffers damage, the cost to repair or replace the upgraded fixture must be paid by the owner or occupant responsible for the damage and not by the strata corporation.

7.5 For the purposes of these bylaws an owner shall be liable to and indemnify the strata corporation for the following costs and expenses incurred or expended by the strata corporation because of a violation of these bylaws or of it having to enforce these bylaws, including pursuing legal action to collect an insurance deductible or uninsured costs for which the owner is responsible:

- a) administrative and investigation costs,
- b) legal and administrative expenses, on a solicitor and own client basis,
- c) professional/consulting services, and
- d) emergency restoration and remediation costs.

7.6 In addition to the obligations and liabilities imposed by these bylaws, an owner is liable to the strata corporation and to other owners for any damage to common property, limited common property, common assets or to any strata lot from:

- a) any of the following items located in the owner's strata lot:
  - 1) dishwasher,
  - 2) refrigerator with or without ice/water dispensing capabilities,
  - 3) garburator,
  - 4) washing machine,
  - 5) air conditioner, heat pump,
  - 6) toilets, sinks, bathtubs, and showers,
  - 7) plumbing pipes, fixtures and hoses that are not common property,
  - 8) fireplaces,
  - 9) any components of the exhaust systems from appliances and the bathrooms,
  - 10) anything introduced into the strata lot by the owner, and
- b) any alterations or additions to the strata lot, the limited common property, or the common property made by the owner, tenants, occupants, or previous owners of the strata lot,
- c) any areas of limited common property that an owner is required to maintain and repair including but not limited to damage arising from a blocked drain on the balcony, designated as limited common property for the owner's strata lot,
- d) any pets or other animals in the owner's strata lot, and
- e) any children residing in or visiting at the owner's strata lot.

7.7 An owner is liable to the strata corporation for trade or service call outs, including return trade or service call outs, for investigations, repairs, maintenance, services, or costs that are the responsibility of the owner, related to, but not limited to:

- a) unauthorized affixing of planters, canopies, or awnings to common property,
- b) the cost of re-keying due to lost keys,
- c) the costs of emergency access/entry into the owner's strata lot, including forced entry by first responders and for common property repairs required due to such emergency access/entry or forced entry,
- d) the costs charged to the strata corporation for return visits charged by tradespersons for strata lot

access when previous access was not granted or provided, including but not limited to, access for fire inspection, dryer vent cleaning, and horizontal drain cleaning,

- e) the costs to clean up garbage or recycling not properly disposed of in the garbage/recycling room,
- f) damages to landscaping,
- g) the costs to clean up pet waste,
- h) damage caused to common property by vehicles, bicycles, scooters, wheelchairs, and skateboards, and
- i) for any other repairs or maintenance costs incurred which the council, in its reasonable discretion, determines were caused by an owner or the owner's tenants, occupants, visitors, agents, contractors, or employees, and for which an owner is responsible.

7.8 Notwithstanding that the strata corporation is responsible for providing insurance against major perils and earthquake damage related to the building, common property, common assets and certain fixtures, owners are encouraged to consult with their insurance broker for insurance against major perils and earthquake damage not covered by the strata corporation's insurance, including, but not necessarily limited to, insurance against major perils and earthquake damage in their strata lot, and deductible amounts in the strata corporation's insurance.

## 8. APPEARANCE OF STRATA LOTS AND LIMITED COMMON PROPERTY

8.1 An owner, tenant, or occupant must not allow a strata lot, limited common property (e.g., balcony), or parking stall to become unsanitary or untidy. Rubbish, dust, garbage, boxes, packing cases and other similar refuse must not be thrown from balconies, piled, or stored in the strata lot or on common property. Any expenses incurred by the strata corporation to remove such refuse will be charged to the strata lot owner.

8.2 Except for political election signs in accordance with the Election Act, an owner, tenant, or occupant must not install or display anything in the windows or within 24 inches of the outer edge of the balconies that, in the opinion of the council, is offensive to any reasonable observer or is aesthetically unacceptable. A list of examples of unacceptable items in the windows or within 24 inches of the outer edge of the balconies includes, but is not limited to:

- a) flags, except that Canada flags are acceptable between June 30 and July 3 inclusive,
- b) signs that are offensive or aesthetically unacceptable,
- c) notices, advertising, or billboards,
- d) shades or awnings,
- e) window screens or tinfoil,
- f) balcony guards other than the original guards,
- g) balcony screens,
- h) laundry or clothing,
- i) ventilators,
- j) placards,
- k) woodwork,
- l) ironwork, or
- m) concrete artifacts.

8.3 An owner, tenant, or occupant must ensure that any drapes or blinds visible from the outside of the building are cream or white in colour and that any window glass tinting must not affect the consistency of the exterior appearance of the building. Specifically, window glass tinting must be pale grey-tinted or light, non-

reflective shades of beige and must be professionally installed.

84 All furniture and appliances on the balcony that are, in the opinion of the council, not a fire hazard, not a safety hazard, and aesthetically acceptable to any reasonable observer, are permitted on the balcony. A list of examples of permitted furniture and appliances on a balcony includes, but is not limited to:

- a) propane and electric barbecues,
- b) rice cookers,
- c) pizza ovens designed for use on a barbeque, and electric pizza ovens designed to be mounted on a table,
- d) patio style furniture, and
- e) umbrellas and parasols, providing that they are securely fastened to the balcony.

85 Small shrubs, flowers and vegetables in pots, small planters, and small flower boxes are permitted on a balcony except that:

- a) plants that attach themselves to the building areas, such as ivy, are prohibited;
- b) planters or flower boxes must be in appropriate containers on balconies;
- c) planters and flower boxes must be neat and tidy in appearance at all times and must have trays below them to catch water run-off;
- d) plants must be wholly contained within the balcony; and
- e) hanging plants, baskets, or other hanging items within three feet of a balcony railing line are prohibited.

86 All items on the balcony that are, in the opinion of the council, a fire hazard, a safety hazard, or aesthetically unacceptable to any reasonable observer, are prohibited on the balcony. A list of examples of prohibited items on a balcony includes, but is not limited to:

- a) charcoal-fired barbeques, wood-fired barbeques, and barbeque smokers,
- b) upholstered living room sofas, chairs, bookcases and other living room furniture and effects,
- c) freezers or refrigerators,
- d) air conditioners except as otherwise approved by council,
- e) flags or pennants, except as noted in Section 8.2 a),
- f) bedding,
- g) bicycles, power scooters, mobility power scooters, and manual scooters,
- h) clothes lines or racks,
- i) laundry or clothing,
- j) storage units or storage items (unless with the written approval of council),
- k) sports equipment such as skis, exercise machines, dart boards, punching bags, weights,
- l) lighting, except what was installed as an original permanent fixture, and except holiday decorations between December 1st and January 31st,
- m) free standing trellises or divider screens of any kind,
- n) anything that is considered gaudy or obtrusive by the council (e.g., statues, pink flamingos),
- o) dog houses, cat houses, other animals, and birdfeeders except hummingbird feeders,
- p) heavy plants or trees,
- q) deep fryers,
- r) hot tubs,

- s) pizza ovens, except as specified above,
- t) long-term storage of foodstuffs,
- u) long-term storage of boxes, cans, and bottles,
- v) tires,
- w) cleaning supplies such as mops, garbage cans, garbage bags, or
- x) general refuse.

87 The membrane of the balcony must be cleaned frequently by the unit owners to ensure long term performance and to minimize the accumulation of dirt and other contaminants that may ultimately stain or cause the membrane to deteriorate.

88 When washing the balconies, an owner, tenant, or occupant must use biodegradable detergent and water, taking care to plug the drain during the washing process. The soiled water solution must be picked up with a mop, sponge, or wet vacuum, before the drain plug is removed. No water must be allowed to escape from the balcony.

89 An owner, tenant, or occupant must not deface the exterior of the building or other common property, due to improper draining of liquids from the balcony. In addition to any fines pursuant to Bylaw 48, violators may be assessed additional charges for any work or material needed to clean the affected common area.

## 9. GARBAGE AND RECYCLING

91 An owner, tenant, or occupant must dispose of household waste regularly:

- a) securely wrap or securely bag (using paper or plastic bags) household garbage and place it in the compactor in the garbage room;
- b) place material that is suitable for the recycling containers in the garbage room, unwrapped and in the appropriate containers in the garbage room; and
- c) take material that is neither household garbage nor suitable for any of the recycling containers in the garbage room, to a waste disposal or recycling station off site, including, but not limited to, batteries, electronic devices, appliances, paint cans, light bulbs, household fixtures, household fittings, furniture, dry wall, mattresses, used carpets and refuse from renovation or construction work.

92 Recycle bins must be correctly used. An owner, tenant, or occupant should take the time to become familiar with the materials acceptable for recycling in each designated bin, as posted in the garbage and recycling room.

93 Combustible materials must not be disposed of in the garbage or the recycle bins.

94 Household waste must not be disposed anywhere other than the garbage and recycling room.

## 10. PETS AND OTHER ANIMALS

10.1 Note that this bylaw, which was adopted at a general meeting of the strata corporation held on June 15, 2016, and registered in the land title office on July 29, 2016, under registration number CA5387860, continues to be in full force and effect as and from July 29, 2016, despite any other amendments made to the bylaws of the strata corporation.

10.2 All pets and other animals are prohibited within the Crescendo building, except as noted in Section 10.3. This includes, but is not limited to, pets and other animals of owners, tenants, occupants, and visitors.

10.3 Exceptions to Section 10.2 are guide dogs and service dogs that are certified by the registrar of guide dogs and service dogs, pursuant to the Public Service Act and Guide Dogs and Service Dogs Act. The use of guide dogs and service dogs must be approved by the council. Approval is subject to a review of the certificate, pursuant to the two acts described above.

## 11. PARKING - GENERAL

11.1 Absolutely no storage is permitted in any parking stall other than a motorized vehicle such as cars, trucks, motorbikes or scooters.

11.2 An owner, tenant, or occupant must not store unlicensed or uninsured vehicles on common property or on land that is a common asset.

11.3 An owner, tenant, or occupant storing a vehicle must provide proof of insurance, including third party liability, on the commencement date of storage.

11.4 An owner, tenant, or occupant must park only in the parking stall assigned to the owner, tenant, or occupant. The owner, tenant, or occupant may allow others to park in their parking stall provided that the building manager is informed. The user of the parking stall must vacate the stall when so instructed by the strata corporation, to allow work on the corresponding parking level to proceed. The strata corporation shall specify the time during which the stall must remain vacated. If a vehicle must be removed from a stall to access a sump pump in an emergency, and the vehicle owner is unavailable, the strata corporation will have the vehicle towed at the strata corporation's expense.

11.5 An owner, tenant, occupant, or visitor must not park their vehicle or leave their vehicle unattended in a manner that interferes with parking stalls, access lanes or the circular driveway.

11.6 Any owner's, tenant's or occupant's vehicle parked or stored in violation of Section 11.2 to Section 11.5 will be subject to removal by a towing company authorized by council, and all costs associated with such removal will be charged to the owner of the strata lot, except as specified in Section 11.4 for emergencies.

11.7 No delivery or mover vehicle shall be parked in the loading zone in front of the Crescendo building for a period longer than the time reasonably required for the loading and unloading of the vehicle. The circular driveway is a designated fire lane.

11.8 An owner, tenant, occupant, or visitor must not use any parking area as a work area for carpentry, renovations, repairs (including, but not exhaustively, sawing, drilling, painting and the use of any adhesive or hardening compounds) or for work on vehicles involving any automotive fluids, paints, motor tune-ups or mechanical repairs.

11.9 Anyone operating a vehicle in the parking garage without running lights must activate the vehicle's headlights.

11.10 Maximum speed shall be 8 km/h within the parking garage and on the driveway in front of the Crescendo building.



11.11 An owner, tenant, occupant, or visitor must remove any dripped oil, gasoline, or other automotive residue from their assigned parking stall, and periodically clean the area. An owner, tenant, occupant, or visitor whose vehicle is dripping oil or gasoline, must repair the vehicle and must pay for the cost of cleanup of the common property in addition to any fine.

11.12 Washing of vehicles is not permitted in the parking garage or other common property at any time.

11.13 An owner, tenant, or occupant must not permit any oversized vehicle, commercial vehicle, or recreational vehicles, including but not exhaustively, trucks, boats, trailers, and campers to enter, be parked or be stored in the residents' parking area, unless such vehicle can fit within the boundaries of the stall assigned to the owner, tenant, or occupant and does not impede or interfere with other vehicles, including emergency vehicles.

11.14 An owner, tenant, or occupant must not lease parking stall(s) to any person other than an owner, tenant, or occupant.

11.15 Those walking in the parking garage do so at their own risk and should exercise caution.

## 12. VISITOR PARKING

12.1 Visitor parking stalls are for the exclusive use of visitors of owners, tenants, and occupants at the Crescendo. No owners, tenants or occupants may use the visitor parking area at any time. If a vehicle of an owner, tenant, or occupant is parked in the visitors' parking area, the strata corporation may have the vehicle towed, in addition to any fine applied to the owner.

12.2 The laminated visitor parking permit must be used at all times while the vehicle is parked in the visitor parking area. The permit must be visibly displayed face-up on the dashboard of the visitor's vehicle. The visitor parking area will be monitored regularly, with licence plate numbers recorded. It is the responsibility of each owner, tenant, or occupant to supply their visitor with a parking permit. Only three visitor parking passes will be issued per strata lot. An owner, tenant, or occupant who requires additional visitor parking passes or who loses a visitor parking pass must request additional or replacement passes from the building manager.

12.3 Visitors requiring parking for longer than six overnight stays per month must request permission in advance from the building manager, in person. Permission will be granted, based on demand.

12.4 An owner, tenant, or occupant is responsible for any damage caused to the common property by their visitors.

12.5 Vehicles in violation of these bylaws will be towed at the liability and expense of the vehicle owner.

12.6 No commercial vehicles are permitted to park in the visitor parking garage at any time, except as approved by the building manager, or except in an emergency. In the former case, an owner, tenant, or occupant must include this request on the "REQUEST TO ALTER STRATA LOT" form.

## 13. ACCESSIBLE PARKING

13.1 Parking stalls numbered 53, 54, 62 and 137 in the residential parking area are designated accessible

parking stalls. Parking stall number 215 can be designated an accessible parking stall if necessary.

13.2 Parking stalls numbered 12, 13 and 20 in the visitor parking area are designated accessible parking stalls. Visitors must not park in these stalls unless they are disabled or have the permission of the building manager.

13.3 The building manager shall receive all applications for the use of an accessible parking stall from owners.

13.4 The council shall assign accessible parking stalls based on greatest need. The decision of the council shall be final and binding.

13.5 When an owner accepts the assigned use of an accessible parking stall, the owner shall, as a condition of such acceptance, relinquish the use of the parking stall assigned for the exclusive use of his or her strata lot until such time as the owner sells their strata lot or no longer requires use of an accessible parking stall.

#### 14. STORAGE LOCKERS AND BICYCLE STORAGE

14.1 An owner, tenant, or occupant must store bicycles, electric stand-up scooters, and electric bicycles only in the bicycle room.

14.2 Bicycles, electric stand-up scooters, and electric bicycles are not permitted in elevators, corridors, or any other common areas except in the front driveway for the purpose of entering and exiting the parking garage and storage areas. No bicycles, electric stand-up scooters, and electric bicycles are to be kept on balconies; instead, they shall be stored within the owner's designated bike room. Tricycles may be stored in apartments. All bicycles must enter or exit the building by way of the vehicle entry to the parking garage only.

14.3 An owner, tenant, or occupant must not store foodstuff or any perishable, hazardous, or flammable substances in storage lockers. Prohibited substances include, but are not limited to, all foods, propane, gasoline, Diesel fuel, solvents, acids and (chemical) bases.

14.4 An owner, tenant, or occupant that leaves any item anywhere on or in the common property or on any limited common property does so at their 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.

14.5 An owner, tenant, or occupant must not lease storage lockers to any person other than an owner, tenant, or occupant.

14.6 The strata corporation may have extra storage lockers available for lease for a fee. An owner may apply in writing to the building manager to lease an available locker. The building manager will maintain a list of leased and available lockers. A lease for an additional storage locker is not transferable to a new owner when the strata lot is sold.

14.7 The strata corporation leases tire storage space to owners. An owner may apply in writing to the building manager to lease space for tire storage.

#### 15. INFORM STRATA CORPORATION

15.1 An owner, tenant, or occupant must complete forms giving all required information in accordance with council policies.

15.2 Without limiting the generality of Section 15.1, before an owner rents all or part of a strata lot, the owner must give the tenant:

- a) a copy of the current bylaws and rules, and
- b) a Form K (Notice of Tenant's Responsibilities).

Within 2 weeks of renting all or part of a strata lot, the landlord must give the strata corporation a copy of the completed Form K, signed by the tenant.

15.3 If a parking stall assigned to one strata lot is rented to a different strata lot, the owner of the strata lot renting the parking stall shall:

- a) inform the strata corporation;
- b) provide the strata corporation with the number of the parking stall being rented;
- c) provide the strata corporation with the name and suite number of the owner, tenant, or occupant renting the parking stall; and
- d) provide the strata corporation with any change in status of the rented stall, such as a change in the owner, tenant, occupant, or strata lot renting the stall or a termination of the rental.

## 16. FOBS AND OTHER ELECTRONIC ACCESS DEVICES

16.1 Owners, tenants and occupants must request new, replacement, or additional entry fobs from the building manager, and must pay an amount determined by the council for the fob(s).

16.2 The council shall have the sole discretion to grant or reject any and all applications for fobs to any person who is not an owner or tenant of a strata lot within the Crescendo.

16.3 An owner, tenant, or occupant shall take all reasonable measures to prevent the misuse of fobs.

16.4 An owner, tenant, or occupant must report all lost, stolen, or missing fobs immediately to the building manager. The building manager shall render the fob inoperative electronically and record the fob as inoperative in the fob database. Replacement fobs may be obtained as set out in Section 16.1 above.

16.5 No fob shall be left in a motor vehicle at any time.

16.6 The use of fobs and enter phones or allowing entrance in any other manner must conform to the following requirements:

- a) at the time fobs are issued, they shall be attached to a computer printout showing which fobs are registered on the security system for the exclusive use of each strata lot;
- b) an owner, tenant, or occupant may allow family members, friends, caregivers, contractors, and trades people to use their fob to access their strata lot but must retrieve the fob as soon as access is no longer required;
- c) an owner, tenant, or occupant must not use the enter phone to allow entrance to the Crescendo building to any person except a personal visitor, a person with whom the owner, tenant, or occupant is doing business, or someone that the owner, tenant, or occupant recognizes as a delivery person (e.g., courier or food delivery person); and

- d) an owner, tenant, or occupant must not allow any person to enter the door through which the owner, tenant, or occupant is entering, except a personal visitor, a person with whom the owner, tenant, or occupant is doing business, or someone that the owner, tenant, or occupant recognizes as a delivery person (e.g., courier, food delivery person).

16.7 When entering or exiting through the parking gates to the residential parking area in a vehicle, drivers must stop their vehicles and wait for the parking gate to be well into the closing cycle before leaving the area, to prevent an unauthorized vehicle from entering through the gate. An owner, tenant, or occupant may proceed without waiting for the gate to be in the closing cycle if the following vehicle is recognized as belonging to an owner, tenant, or occupant.

16.8 No one shall prop open any door marked “Fire Door Keep Closed” except in an emergency.

16.9 An owner, tenant, occupant, or visitor must not leave open and unattended or unlocked any door or gate within the Crescendo building, except for delivery of furniture, appliances, materials for major renovations, other household effects and major tools.

## 17. PERMIT ENTRY TO STRATA LOT

17.1 An owner, tenant, occupant, 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, 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
- c) at a reasonable time, on 48 hours written notice, to ensure an owner’s or tenant’s compliance with the Act, bylaws, and rules.

17.2 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.

17.3 The notice referred to in Section 17.1 b) and Section 17.1 c) must include the date and approximate time of entry, and the reason for entry.

## 18. GROUND FLOOR FACILITIES – GENERAL REQUIREMENTS

18.1 The ground floor facilities consist of the amenity room, the exercise room, the lobby, and the spa. Use of the facilities is for the owners, tenants, and occupants of the Crescendo and their guests only, and is not intended for commercial enterprises. The privacy and enjoyment of others using these facilities must always be respected.

18.2 A witness to a breach of Bylaw 18 to Bylaw 21 inclusive should report the incident to the building manager or council as soon as possible.

18.3 Anyone causing damage or defacement of ground floor facilities must report same to the building

manager or council as soon as possible.

18.4 Anyone noticing damage or defacement of ground floor facilities should report same to the building manager or council as soon as possible.

18.5 Defacing of the amenity room, exercise room, spa or an appliance or equipment therein is prohibited. Defacing includes, but is not limited to:

- a) spitting,
- b) marking a wall, ceiling, window, appliance, or equipment, or
- c) applying an adhesive (e.g., adhesive tape) to a wall, ceiling, window, or equipment.

18.6 The owner, tenant, or occupant is responsible for the repair of any damage or defacement caused by their visitors. An owner, tenant, or occupant in breach of these bylaws may be subject to denial of access, charges for the strata corporation's replacement or repair of common property, an appliance or equipment that shows evidence of willful damage, as well as any fines pursuant to Bylaw 48.

18.7 A person using these facilities does so at their own risk, and by using these facilities is deemed to have released and indemnified the strata corporation and the property management company from all claims arising from the use of these facilities.

18.8 An owner, tenant, or occupant must always accompany visitors using these facilities.

18.9 Removal of anything, including but not limited to, furniture, equipment, appliances, cleaning materials or utensils, from any of the facilities is prohibited.

18.10 An owner, tenant, or occupant may post notices on the designated bulletin board, subject to being removed by the council if deemed inappropriate or posted for more than one week.

## 19. AMENITY ROOM

19.1 This bylaw is particular to the amenity room and is in addition to Bylaw 18.

19.2 All bookings of the amenity room must have prior approval and must be made with the building manager during regular business hours (i.e., between 8:00 a.m. and 4:00 p.m., Tuesday to Saturday inclusive). An owner, tenant, or occupant may book the amenity room at a charge of \$50.00 per day, to be submitted to the building manager.

19.3 A \$300.00 refundable cash damage deposit is required of an owner, tenant, or occupant for each booking of a private function and is due and payable at the time of booking. The deposit must be submitted to the building manager and will be refunded when the room, equipment and contents are left in a clean and undamaged condition. Attendees of the private function must confine themselves to the amenity room within the building but may gather outdoors via the outdoor exit in the amenity room. The outdoor areas where attendees gather must also be left in a clean and undamaged condition for the damage deposit to be refunded.

19.4 Bookings made for the strata corporation or council do not require a deposit or rental fee.

19.5 No person under the age of 19 years may use the amenity room unless always accompanied by an adult.

19.6 The amenity room hours are:

- a) Sunday through Thursday between 9:00 a.m. and 10:00 p.m., and
- b) Fridays and Saturdays between 9:00 a.m. and 1:00 a.m. the following day.

Thursdays before a statutory holiday on Friday, and Sundays before a statutory holiday on Monday, the amenity room will close at 1:00 a.m. the following morning.

19.7 On the day of the gathering, an owner, tenant, or occupant may obtain the fob for entrance to the amenity room from the building manager. Alternatively, the building manager can program the fob to activate access to the amenity room for the rental period during the day. Note however that the fob can only be programmed for one period during a day.

19.8 For security reasons, all visitors must be met at the lobby door. At no time is the entrance door to be propped open allowing unrestricted access to the building. No access is allowed from the rear door into the amenity room.

19.9 Those attending a private event must comply with the liquor laws of British Columbia. An owner, tenant, or occupant who rents the amenity room for parties shall be responsible for the behavior of their visitors.

19.10 Sound reproduction is allowed providing that it is not offensive to others in the building. Owners, tenants, and occupants are reminded that there are adjoining homes to the amenity room and the owners, tenants and occupants of those homes are entitled to quiet enjoyment.

19.11 Following all events, whether for the entire strata corporation or for private functions held by an owner, tenant, or occupant, the amenity room is to be returned to the condition in which it was found and ready for the next users. Furniture and equipment are to be returned to their original positions. All garbage is to be removed from the Amenity Room and the carpet is to be vacuumed.

19.12 The procedure regarding damage deposit refund is as follows:

- a) both prior to, and after a booked event, the building manager will inspect the amenity room in the presence of the booking applicant to determine the condition of the room, equipment, and contents per the attached checklist;
- b) after the amenity room's inspection, the decision as to whether to return the \$300.00 deposit refund, in whole or in part, or whether the levying of any additional assessment is necessary, will be at the discretion of the building manager or the council. Damage and ultimate repairs will be at the sole discretion of the council; and
- c) determination of the disposition of the \$300.00 deposit will be as follows:
  - 1) following a satisfactory end-of-event inspection whereby it is determined that no damage has occurred and that the foregoing clean-up criteria has been met, the building manager will immediately return the cash deposit (specified in Section 19.3) in full; and
  - 2) following an unsatisfactory end-of-event inspection, the \$300.00 cash deposit (specified in Section 19.3) will be retained until such time as is necessary and appropriate to ascertain the funds needed for required repairs, replacement, or clean-up. If the funds required are deemed to be in excess of the \$300.00 cash deposit, the applicant will be assessed for any amount in excess of the deposit. The minimum charge for any clean-up done by the strata corporation shall be \$50.00.

## 20. EXERCISE ROOM

20.1 This bylaw is particular to the exercise room and is in addition to Bylaw 18.

20.2 Broken or damaged equipment or common property should be reported to the building manager as soon as possible.

20.3 All accidents must be reported immediately to the building manager.

20.4 Food or alcoholic beverages, except water and energy beverages, are prohibited in the exercise room.

20.5 After using the equipment, it must be wiped down using the supplied disinfectant.

20.6 No person under the age of sixteen (16) years may use the exercise room, unless accompanied by an adult.

20.7 Proper footwear and exercise clothing shall be always worn in the exercise room.

20.8 The exercise room is available for use from 6:00 a.m. to 10:00 pm daily, except as otherwise posted by the council. Access is prohibited outside of these hours.

20.9 Unless otherwise instructed by council, the air conditioner and air filter must be switched off when the windows are open.

20.10 Unless otherwise instructed by council, the last person to leave the exercise room must switch off all electrical devices, including lights, television, heaters, the air conditioner, the air filter, and the fan. "Last person" in this case means the last person of a group of people or a person who is alone in the exercise room.

## 21. SPA

21.1 This bylaw is particular to the spa and is in addition to Bylaw 18.

21.2 An owner, tenant or occupant must conform to and ensure that any visitor conforms to the rules established by council governing use of the spa.

21.3 The spa facilities shall be used in a manner for which they were designed.

21.4 Persons with known medical conditions should seek medical advice prior to use of the hot tub, sauna, or steam room.

21.5 Glassware, glass bottles or other breakable items are prohibited in the spa area.

21.6 No person is permitted to use the spa under the influence of drugs or alcohol.

21.7 No person with open sores, infectious wounds, communicable diseases, or discharges is permitted to use the hot tub, sauna, or steam room.

21.8 No person is permitted to eat while in the hot tub, or allow food substances, including liquids, to fall into the hot tub at any time.

21.9 Users of the hot tub must shower to remove all traces of soap, shampoo, lotion or oils before entering the hot tub. Users must use the soap provided, which has a low pH value.

21.10 No person is permitted to use soap, shampoo, lotion or oils while in the hot tub.

21.11 Swimsuits must be worn at all times while using the hot tub. Wearing cut-offs or shirts is prohibited.

21.12 Upon vacating the facility, an owner, tenant, or occupant is responsible to ensure that the door from the spa to the lobby is securely closed.

21.13 No person under the age of sixteen (16) years may use the hot tub, sauna or steam room unless accompanied by an adult.

21.14 The spa is available for use from 8:00 a.m. to 10:00 pm daily, except as otherwise posted by the council. Access is prohibited outside of these hours.

## 22. SALE OF A STRATA LOT

22.1 No "FOR SALE" signs shall be placed in the windows of strata lots, or on common property, including limited common property, except that an owner selling his or her strata lot may post a "for sale" notice on the bulletin board on the ground floor. The strata corporation has its own "Ask your realtor" sign.

22.2 Open houses must be held between 10:00 am and 6:00 pm only. The owner or owner's representative shall meet each prospective purchaser outside the front entrance. All prospective purchasers must be escorted through to the strata lot and out to the front entrance at the end of their visit. Agents or prospective purchasers must not park in the circular driveway, which is a fire lane.

22.3 Open house signs may only be displayed sixty (60) minutes prior to the open house and must be removed immediately after the end of the open house. At no time may any sign block the access of a vehicle, owner, tenant, or occupant to the property.

22.4 Lockboxes are not permitted on common property or land that is a common asset.

## 23. MOVING IN AND OUT PROCEDURES

23.1 An owner must conform to and ensure that any tenants or occupants conform to the Move-In and Move-Out rules established by council, as well as to these bylaws.

23.2 An owner must provide notice to the strata corporation building manager of all moving arrangements at least one week (7 days) before the moving date. All moves must take place between 8:00 a.m. and noon on Monday and between 8:00 a.m. and 4:00 p.m. on Tuesday to Saturday inclusive. Moves may take place on Sundays if it falls on the last or first day of the month, with the costs and the arranging of the supervision of the move to be at the owner's expense. Moves are prohibited on statutory holidays.

23.3 An owner, tenant, occupant, or delegate must be in attendance for the move.

23.4 Moving must be only through the main lobby door. Moving through or across landscaped or grassed areas is prohibited.



23.5 An owner, tenant or occupant must ensure that drop cloths are installed along the path from the lobby door to the strata lot, to protect common property.

23.6 An owner must use the designated moving elevator only during a move and must ensure that the elevator service key is used to control the elevator. The doors must not be jammed open in any manner. The elevator must be protected with proper wall pads and floor coverings.

23.7 An owner must ensure that the lobby doors are not left open, ajar, or unattended. A path must be maintained from the lobby doors to the elevators and from the lobby doors and elevators to the lobby sitting area.

23.8 An owner, tenant, or occupant must ensure that all common areas are left damage free and clean and that all corridors and lobby areas are vacuumed upon completion of the move.

23.9 An owner must pay a refundable deposit of \$400.00 in cash, prior to any move in or out and must pay any expenses incurred by the strata corporation attributable to the owner, tenant, or occupant. This includes the cost of repairing damage to common areas and the cost of cleaning areas left in poorer condition than before the move. The deposit will be used to defray such costs.

23.10 A move-in or move-out fee, in the amount of \$300.00 each, is payable 48 hours in advance of any move.

23.11 The Strata Lot & Emergency Information form must be completed by the owner, tenant, or occupant, prior to obtaining the key to the elevator.

23.12 Owners whose moves take more than the time booked (4 hours) will be subject to an extra charge of \$50.00 per hour.

23.13 Owners, tenants, occupants, and visitors who are moving in or out, must not use the small elevator (elevator #2) to transport strata lot contents during the move.

23.14 Owners, tenants, occupants, and visitors not involved in a move must not use the large elevator (elevator #1) while it is being used for a move.

## 24. OBTAIN APPROVAL BEFORE ALTERING A STRATA LOT

24.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to a strata lot that involves:

- a) the structure of a building,
- b) the exterior of a building,
- c) stairs, balconies, or other things attached to the exterior of a building,
- d) doors or windows on the exterior of a building, or that front on the common property,
- e) fences, railings, or similar structures that enclose a 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, or
- h) floor covers.

24.2 An owner applying to the strata corporation for permission to alter a strata lot must submit, in writing, detailed plans and a written description of the proposed alteration.

24.3 The council will consider applications for the replacement of the carpeted floor cover (which excludes the entrance, kitchen, laundry, and bathroom floors) with a floating floor cover consisting of an underlay and either engineered hardwood, laminate, vinyl tile or vinyl plank (i.e., carpet replacing floor cover). The requirements for an owner to obtain approval of a proposal to replace the carpeted floor cover with a carpet replacing floor cover described above are that:

- a) the owner must submit a completed “Request to Alter Strata Lot” form at least one month before installation of the carpet replacing floor cover is scheduled to start;
- b) except for strata lots on the first floor, the owner may choose a carpet replacing floor cover from the list of approved carpet replacing floor covers held by the council or must specify the claimed  $\square$ IIC of the proposed carpet replacing floor cover on the form;
- c) except for strata lots on the first floor, the owner must submit a sample of the proposed hard surface and underlay, a copy of the manufacturer’s specification of the product and of the certified laboratory test report supporting the claimed  $\square$ IIC and showing that the  $\square$ IIC rating for the proposed carpet replacing floor cover in the Crescendo is at least 25;
- d) except for strata lots on the first floor, the owner must provide a manufacturer’s specification of the underlay compressive strength with their application if they propose to use foam underlay and the compressive strength of foam underlays must be at least 30 kPa (4.4 psi) at 25 % deflection; and
- e) the owner must provide a manufacturer’s specification confirming that waterproof hard surfaces will be used if underlays susceptible to damage from moisture ingress (e.g., some felt underlays) are being proposed.
- f) Council will review the list of approved floor covering products from time to time.

24.4 As an alternative to section 24.3, the council will approve any application to replace the carpeted floor with:

- a) engineered hardwood at least 12 mm thick, and Regupol underlay or equivalent, at least 3 mm thick,
- b) laminate at least 12 mm thick, and Regupol underlay or equivalent, at least 8 mm thick,
- c) luxury vinyl tile at least 6 mm thick, and Regupol underlay or equivalent, at least 8 mm thick, or
- d) luxury vinyl plank at least 6 mm thick and Regupol underlay or equivalent, at least 8 mm thick.

24.5 Note that the applicant is responsible for any hard surface joint failure or for voiding of any hard surface manufacturer’s warranty, caused by the underlay. (The risk of joint failure increases with increasing underlay thickness, all other things being equal.)”

24.6 The council will consider applications for the installation of an air conditioner or heat pump. (The term “air conditioner” is used in this bylaw because the primary function is usually air conditioning, even though many air conditioners are reversible and can therefore operate as heat pumps.) The requirements in these bylaws apply to a ductless (or mini split) air conditioner (e.g., Mitsubishi Mr. Slim). For air conditioners without outdoor units and without separate wall units (e.g., Innova), the requirements for externally mounted compressor units, separately mounted wall units and associated connections in these bylaws do not apply.

24.7 Qualifications of air conditioners, installation companies and installers are that:

- a) only products on the council’s approved list of products are permitted (which list council may revise

from time to time);

- b) suppliers, installation services and their employees must be part of a legally registered appropriate business, must be fully compliant with WorkSafe BC rules and regulations, must obtain any and all permits required for the installation prior to the work beginning and must be approved by council;
- c) the owner must submit a completed “Approval to Alter Strata Lot – Air Conditioning/Heating” form at least one month before installation of the air conditioner is scheduled to start; and
- d) the detailed plans specified in Section 24.2 must be submitted with the “Approval to Alter Strata Lot – Air Conditioning/Heating” form and must include a detailed sketch of the installation, showing the dimensional location of components and the routing of any tubes and electrical wiring.

24.8 Constraints on the air conditioner design configuration are that:

- a) penetrations through exterior walls are prohibited;
- b) penetrations through windows or window panels shall be sealed;
- c) routing of tubing and electrical wiring within exterior walls is prohibited, except within walls adjoining the balconies, where cuts in vapour barriers must be sealed;
- d) the shortest distance between the edge of a compressor unit on a balcony and the nearest railing must be at least 24 inches;
- e) the distance from the balcony deck and the top surface of the compressor unit on balconies must not exceed 40 inches;
- f) the space between the compressor unit on a balcony and the wall or any other solid barrier must not be less than four inches or as otherwise specified by the manufacturer, whichever is greater;
- g) all system components external to the compressor unit and requiring periodic maintenance, shall be readily accessible;
- h) except for balconies with internal drains, (e.g., the 26<sup>th</sup> floor), containment trays, with a minimum depth of 2 inches, must be provided under compressor units and any drip tray-evaporator combination (i.e., to contain leakage from anywhere on the compressor unit and from any drip tray – evaporator combination) on balconies;
- i) if drip trays-evaporator combinations are used (to reduce the frequency of removing condensate manually), they must be installed between the compressor unit and containment tray, and the overall length and width must be smaller than the corresponding dimensions on the containment tray; and
- j) the noise of the external compressor unit must not exceed 56 dBa.

(See photos on the Crescendo website for examples of condensate containment configurations.)

24.9 The strata corporation must not unreasonably withhold its approval under Section 24.1, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the renovation or alteration and to indemnify and hold harmless the strata corporation for any future costs in connection with the renovation or alteration.

## 25. OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY

25.1 An owner must obtain the written approval of the strata corporation before making or authorizing an alteration to common property, including limited common property or common assets.

25.2 An owner, as part of the application to the strata corporation for permission to alter common property, including limited common property, or common assets, must:

- a) submit, in writing, detailed plans and a description of the intended alteration; and
- b) obtain all applicable permits, licences and approvals from the appropriate jurisdictional authorities and provide copies to the council. The copies shall be kept on file in the building manager's office.

25.3 The strata corporation may require, as a condition of its approval, that the owner agree, in writing, to certain terms and conditions, including, but not exhaustively:

- a) that the alteration be done in accordance with the design or plans approved by the council or its duly authorized representatives,
- b) that the standard of work and materials be not less than that of the existing structures,
- c) that all work and materials necessary for the alteration be at the sole expense of the owner,
- d) that the owner of the strata lot receiving the benefit of an alteration to common property, limited common property or common assets must, for so long as they remain an owner, be responsible for all present and future maintenance, repairs and replacements, increases in insurance, and any damage suffered or cost incurred by the strata corporation as a result, directly or indirectly, of the alterations to common property, limited common property or common assets, and
- e) that the owner and any subsequent owner on title who receives the benefit of such alteration, must, with respect only to claims or demands arising during the time that they shall have been owner, indemnify and hold harmless the strata corporation, its council members, employees and agents from any and all claims and demands whatsoever arising out of or in any manner attributable to the alteration. Any costs or expenses incurred by the strata corporation as the result of such claim or demand will be the responsibility of the owner of the strata lot who has benefited from the alteration and the said costs or expenses incurred must be charged to that owner and shall be added to and become part of the strata fees of that owner for the month next following the date upon which the cost or expenses are incurred, but not necessarily paid by the strata corporation, and shall become due and payable on the due date of payment of monthly strata fees.

25.4 An owner who has altered common property, limited common property or common assets prior to the passage of these bylaws shall be subject to their content and intent to the extent that any damages suffered, or costs incurred by the strata corporation as a result, directly or indirectly, of the alteration, must be borne by the owner who has benefited from the alteration.

25.5 An owner who, after the passage of Section 25.1 to Section 25.4 inclusive, alters common property or limited common property without complying with these bylaws, must restore, at the owner's sole expense, the common property, limited common property or common assets, as the case may be, to its condition prior to the alteration. If the owner refuses or neglects to restore the alteration to its original condition, the strata corporation may conduct the restoration, at the expense of the owner who altered the common property or limited common property. The cost of such alteration shall be added to and become part of the strata fees of that owner for the month next following the date on which the cost was incurred and will become due and payable on the due date of payment of monthly strata fees.

25.6 Strata lot owners may apply to council for permission to have electric vehicle supply equipment (EVSE) systems installed in their designated parking stall in the resident parking garage. EVSE systems are limited to one per strata lot. No installation of the EVSE system may begin until council permission is granted, and before council will consider granting permission, the owner must sign an agreement in a form provided by the strata corporation. This agreement requires that:

- a) The owner agrees to install the strata corporation's approved EVSE system;

- b) the owner agrees to engage the strata corporation's approved EVSE installers to install the EVSE system;
- c) the owner assumes responsibility for all costs resulting from the installation, use, or damage related to the EVSE system including all installation costs payable to the installer;
- d) with respect to the construction, maintenance, repair, and replacement of the EVSE system, the owner will obtain all permits required by the municipality or other authorities having jurisdiction; and
- e) notwithstanding anything in the strata corporation's bylaws, the owner will be responsible to maintain, repair, and replace the EVSE system at the owner's sole risk, cost and expense.

## 26. RENOVATIONS AND ALTERATIONS - GENERAL

26.1 An owner must provide the council with copies of all applicable jurisdictional approvals and permits before delivery of materials and commencement of the work.

26.2 An owner, tenant, or occupant must give the building manager two working days prior notice of the scheduled arrival of tradespersons or delivery of materials.

26.3 The work is subject to inspection at any time by the council or delegate. To this end the owner, tenant or occupant must provide the council or delegate with a schedule of the work at least one week before the work starts. The schedule must include hold points for inspection by the council or delegate. As a minimum there must be a hold point after delivery of the products and before commencement of installation and another hold point after completion of the installation. The schedule is subject to approval by the council.

26.4 The owner must inform the council or delegate a reasonable time in advance of an inspection hold point. The council or delegate must inspect the work expeditiously to minimize any delays in execution of the work.

26.5 An owner, tenant or occupant must not permit any construction debris, materials, or packaging to be deposited in the strata corporation's disposal containers. The owner, tenant or occupant must arrange for offsite disposal.

26.6 An owner, tenant or occupant must ensure that the delivery of any construction materials and the removal of any materials, debris or refuse are through the parking garage unless the delivery truck does not fit into the parking garage. In the latter case the truck may park in the circular entrance to the building and may use the lobby entrance for delivery and removal but must not obstruct access to the parking garage.

26.7 If an elevator is required for delivery or removal, the owner, tenant, or occupant must ensure that the elevator is protected with proper wall pads and floor coverings.

26.8 An owner, tenant or occupant must ensure that the paths, stairs, lobby and corridors used for delivery and removal through the common area are regularly cleaned (including vacuuming where applicable) and left in the same condition as they were found and that common assets along the path are left in the same condition as they were found.

26.9 An owner, tenant, or occupant must also:

- a) Complete the form "Notice of Renovations or Alterations" and post a completed copy in each elevator and on the bulletin board in the lobby;

- b) book the service elevator in advance with the building manager; and
- c) ensure that drop cloths are installed and removed daily between the elevators and the strata lot as well as between entrance doors and the elevators, to protect common areas from any spills or drips.

26.10 An owner, tenant, or occupant must ensure that the hours of work are restricted to between 8:00 a.m. and 5:00 p.m., from Monday to Friday inclusive, and to between 10:00 a.m. and 5:00 p.m., on Saturdays. Work is prohibited on Sundays, statutory holidays, and the period from December 18 to January 2 inclusive.

26.11 An owner, tenant, occupant, or delegate must be in attendance for the installation of a significant renovation or alteration. The council will determine whether a renovation or alteration is significant.

26.12 In addition to the fine specified in Bylaw 48 an owner in contravention of Bylaw 26 shall be responsible for any costs to clean or repair any part of the building.

26.13 There will be a \$200.00 damage deposit payable in advance for all renovations in strata lots, refundable in whole or in part, depending on any damage to the common property as a result of delivery or removal of renovation materials.

26.14 All work (e.g., procurement, installation, testing, cleaning, inspection by council, restoration and any remediation) is at the expense of the owner.

## 27. CARPET REPLACING FLOOR COVERS

27.1 Bylaw 27 is to be read in conjunction with Bylaw 24 and Bylaw 26.

27.2 Some background information on the floor-ceiling assembly and carpet replacing floor covers in the Crescendo is below.

- a) The floor-ceiling assembly with a proposed carpet replacing floor cover in the Crescendo consists of the proposed carpet replacing floor cover and an eight-inch concrete slab.
- b) The Crescendo building was designed with carpeted floor covers because they are superior to hard surface floor covers as an impact noise insulator. However, the Crescendo strata corporation recognizes that some owners may prefer a hard surface floor cover. To satisfy both the intent of the building design and the preference of some owners for a hard surface floor cover, the bylaws permit a carpet replacing floor cover providing that it conforms to the bylaws.
- c) The acceptance criterion for impact noise attenuation of carpet replacing floor covers is delta IIC ( $\Delta$ IIC), as specified in Section 24.3 c). It is described in detail in standard ASTM E2179. Essentially it is a measure of the extent to which a hard surface floor cover attenuates the transmission of impact noise (e.g., footfall, dragging furniture). The  $\Delta$ IIC rating increases with increasing attenuation.
- d) Field impact insulation class (FIIC) is described in detail in the standard ASTM E1007. Essentially it is a measure of the extent to which an installed floor-ceiling assembly attenuates the transmission of impact noise (e.g., footfall, dragging furniture). The FIIC rating increases with increasing attenuation.

27.3 Installation of a carpet replacing floor cover must conform to the following requirements.

- a) Floors must be levelled to a tolerance of 1/8-inch in 10-feet prior to installing underlay.
- b) Underlay must be installed between the finished floor surface and the concrete or plywood base. No floor cover material may be glued to the concrete floor anywhere within the strata lot.

c) Installers must also comply with Bylaw 24 and Bylaw 26, where applicable.

27.4 The travelled area of the living room, dining room, den and any corridors must be covered with area rugs.

27.5 If the owner, tenant or occupant below an approved carpet replacing floor cover considers the transmitted noise objectionable the owner, tenant or occupant of the strata lot where the carpet replacing floor cover was installed must increase the coverage of area rugs, replace the area rugs described in Section 27.4 with rugs of greater insulating capacity, provide an insulating underlay for the existing rugs or all three, as appropriate, to satisfy the occupant below the installed carpet replacing floor cover. In case of a dispute, the council will be the arbiter and will judge whether the noise is objectionable.

27.6 If the owner, tenant, or occupant below an unapproved hard surface floor cover considers the transmitted impact noise objectionable, the owner, tenant, or occupant of the strata lot where the hard surface floor cover was installed must take one of the following actions, notwithstanding any penalties pursuant to Bylaw 48.

- a) Replace the hard surface floor cover with a carpeted floor cover.
- b) If the hard surface floor cover is not a floating floor cover, either replace the hard surface floor cover with a carpet replacing floor cover as specified in these bylaws or replace the hard surface floor cover with a carpeted floor cover.
- c) If the hard surface floor cover is a floating floor cover, demonstrate through testing pursuant to standard ASTM E1007 and standard ASTM E989 that the field impact insulation class (FIIC) of the floor-ceiling assembly without the area rugs is 55 or greater. If the FIIC so determined equals or exceeds 55 no further action is required in respect of the floating floor cover (but action may be required pursuant to Section 27.4). If the FIIC so determined is less than 55, either replace the hard surface floor cover with a carpet replacing floor cover as specified in these bylaws or replace the hard surface floor cover with a carpeted floor cover.

27.7 Owners, tenants, occupants, and visitors must avoid walking with hard shoes or dragging furniture or other heavy objects across a hard surface floor cover. Chair legs must be fitted with felt pads. Owners, tenants, occupants, and visitors must avoid activities that cause unnecessary noise such as bouncing balls, dancing, and stomping of feet. Owners, tenants, occupants, and visitors must isolate any noise inducing equipment from the floor with adequate impact insulation.

## 28. AIR CONDITIONERS

28.1 Bylaw 28 is to be read in conjunction with Bylaw 24 and Bylaw 26.

28.2 An owner is responsible for:

- a) ensuring that all work conforms to all applicable bylaws and all applicable regulations,
- b) ensuring that all inspections, repairs, and maintenance of the air conditioner during operation conform to the recommendations of the manufacturer, supplier, installer, or other contractor, as the case may be, and are done by qualified tradespersons,
- c) providing the building manager with a copy of all invoices for the work described above (to be stored in the file for their strata lot),
- d) ensuring that the maximum allowable noise generation of 56 dBA (where normal conversation is

about 60 dBA and moderate rainfall is about 50 dBA) is not exceeded, and

- e) all approved renovations needed to install the air conditioner, including modifications to windows, notwithstanding the responsibilities of the strata corporation.

28.3 All installation work and repair, maintenance and inspections during operation must conform to these bylaws. Failure to comply could result in shutting off and disconnecting the offending air conditioning unit, in addition to any fines pursuant to Bylaw 48.

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

### **29. INSURING AGAINST MAJOR PERILS/INSURANCE DEDUCTIBLE**

29.1 The strata corporation must insure against the major perils set out in Regulation 9.1 (2) and against earthquakes.

### **30. RECORDS OF APPLICATIONS FOR RENOVATIONS AND ALTERATIONS**

30.1 The strata corporation shall keep records of all approved and rejected applications for renovations and alterations.

### **31. REPAIR AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION**

31.1 The strata corporation must repair and maintain all the following:

- a) common assets of the strata corporation,
- b) common property that has not been designated limited common property,
- c) limited common property, but the duty to repair and maintain it is restricted to:
  - 1) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
  - 2) 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. balconies and other things directly or indirectly attached to the exterior of a building,
    - iv. doors and windows on the exterior of a building or that front on common property, and
    - v. fences, railings, and similar structures that enclose balconies and yards.
- d) a strata lot, but the duty to repair and maintain it is restricted to:
  - 1) the structure of a building,
  - 2) the exterior of the building,
  - 3) stairs, balconies, and other things attached to the exterior of a building,
  - 4) doors and windows on the exterior of a building or that front on common property, and
  - 5) fences, railings, and similar structures that enclose balconies and yards.



## 32. RESIDENTIAL RENTALS

32.1 Within two weeks of renting a strata lot, the landlord must give the strata corporation (via the building manager or property management company) a completed copy of Form K (Notice of Tenant's Responsibilities) signed by the owner and tenant, in accordance with Section 146 of the Act, a completed "Strata Lot & Emergency Information" form and a copy of the Residential Licence. The copy of the Residential Licence must be submitted annually.

32.2 An Owner, tenant or occupant must not use or permit the use of all or part of a residential strata lot as short-term accommodation, by anyone who, directly or indirectly, pays or gives the owner, tenant, or occupant any fee, compensation, or other remuneration. Without restricting the generality of the foregoing, an owner, tenant, or occupant must not:

- a) enter into a licence for the use of all or part of a strata lot for any period of time; or
- b) permit any strata lot or part thereof to be used or occupied as vacation, travel or temporary accommodation (including but not limited to Airbnb or Vacation Rental By Owner) for any period of time.

32.3 The strata corporation may fine an owner or tenant \$1,000.00 daily for each contravention of Section 32.2.

32.4 An owner or tenant, as the case may be, shall be liable to and shall indemnify the Strata Corporation on a solicitor and own client/full indemnity basis for all legal fees, taxes and disbursements incurred or expended by the Strata Corporation as a consequence of a violation of Section 32.2 and incurred or expended to pursue recovery of all fines imposed pursuant to Section 32.3. Such expenses shall become part of the assessment of the owner or tenant responsible for the bylaw violation and bylaw enforcement and shall become due and payable on the first day of the month next following, except that any amount owing in respect of a fine or the cost of remedying the contravention of a bylaw will be calculated as a separate component of such assessment and the Strata Corporation may not register a lien against such separate component.

## **DIVISION 3 - COUNCIL**

### 33. COUNCIL SIZE

33.1 The council must have at least 3 and not more than 7 members.

### 34. COUNCIL MEMBER ELIGIBILITY

34.1 No person may stand for council or, in the discretion of remaining members of council, 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 Section 116(1) of the Act.

### 35. COUNCIL MEMBERS' TERMS

35.1 The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.

35.2 A person whose term as Council Member is ending is eligible for reelection, except that no one shall be a council member for more than five consecutive terms.

35.3 If no one from the outgoing council is re-elected, one council member from the outgoing council may act as an advisor to the incoming council for six months to assure continuity on projects and programs in progress. The advisor will attend all council meetings for the six-month period. The advisor does not have voting rights, unless the council consists of less than seven members and the council appoints the advisor to the council, pursuant to Bylaw 12 of the Schedule of Standard Bylaws.

### 36. REMOVING COUNCIL MEMBER

36.1 The strata corporation may, by a resolution passed by a two-thirds (2/3) vote at a special general meeting, remove one or more council members. The strata corporation must pass a separate resolution for each council member to be removed.

36.2 After removing a council member, the strata corporation may hold an election at the same annual or special general meeting to replace the council member for the remainder of the term or the remaining members of the council may appoint a replacement council member for the remainder of the term.

### 37. REPLACING COUNCIL MEMBER

37.1 If a council member resigns or is unwilling or unable to act, the remaining members of the council may appoint a replacement council member for the remainder of the term.

37.2 A replacement council member may be appointed from any person eligible to sit on the council.

37.3 The council may appoint a council member under Section 37.2 even if the absence of the member being replaced leaves the council without a quorum.

37.4 If all the members of the council resign or are unwilling or unable to act, 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.

### 38. OFFICERS

38.1 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.

38.2 A person may hold more than one office at a time, other than the offices of president and vice president.

38.3 The vice president has the powers and duties of the president:

- a) while the president is absent for more than 30 days or is unwilling or unable to act, or
- b) for the rest of the president's term if the president ceases to hold office.

38.4 The strata council may vote to remove an officer.

38.5 If an officer other than the president is removed, resigns, or is unwilling or unable to act, the council members may appoint a replacement officer from among themselves for the remainder of the term.

## 39. CALLING COUNCIL MEETINGS

39.1 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.

39.2 The notice in Section 39.1 does not have to be in writing.

39.3 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:
  - 1) consent in advance of the meeting, or
  - 2) are unavailable to provide consent after reasonable attempts to contact them.

39.4 The council must inform owners about a council meeting as soon as feasible after the meeting has been called.

## 40. REQUISITION OF COUNCIL HEARING

40.1 By application in writing, an owner, tenant, or occupant may request a hearing at a council meeting stating the reasons for the request.

40.2 If a hearing is requested under Section 40.1, the council must hold a meeting to hear the applicant within one month of the date of receipt by the council of the application.

40.3 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 date of the hearing.

## 41. QUORUM OF COUNCIL

41.1 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.

41.2 Council members must be present in person at the council meeting to be counted in establishing quorum except that council members connected to the meeting by electronic means are deemed to be present.

## 42. COUNCIL MEETINGS

42.1 The council may meet for the conduct of business, adjourn, and otherwise schedule its meetings at its discretion.

42.2 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.

42.3 If a council meeting is held by electronic means, council members are deemed to be present in person.

42.4 Owners may attend council meetings as observers by informing the council in writing. Observers may not participate in the meeting except as otherwise approved by the chair. The chair of the meeting will require an observer to leave the meeting if they are disruptive, the determination of “disruptive” to be at the sole discretion of the chair.

42.5 Despite Section 42.4 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; or
- b) any other matters if the presence of observers would, in the council’s opinion, unreasonably interfere with an individual’s privacy.

#### 43. VOTING AT COUNCIL MEETINGS

43.1 At council meetings, decisions must be made by a majority of council members present in person at the meeting.

43.2 If there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

43.3 The results of all votes at a council meeting must be recorded in the council meeting minutes.

#### 44. COUNCIL TO INFORM OWNERS OF MINUTES

44.1 The council must circulate to or post for owners the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

#### 45. DELEGATION OF COUNCIL’S POWERS AND DUTIES

45.1 Subject to Section 45.2, Section 45.3 and Section 45.4, 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.

45.2 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 Section 45.3.

45.3 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.

45.4 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.

#### 46. SPENDING RESTRICTIONS

46.1 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.

46.2 Despite Section 46.1, 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 prevent significant loss or damage.

#### 47. LIMITATION ON LIABILITY OF COUNCIL MEMBER

47.1 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.

47.2 Section 47.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

47.3 All acts done in good faith by the council are, even if it is afterwards discovered that there was some defect in the appointment or continuance in office of a member of council, as valid as if the council member had been duly appointed or had duly continued in office.

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

#### 48. MAXIMUM FINE

48.1 Except where otherwise specified in these bylaws, the strata corporation may fine an owner or tenant up to:

- a) \$200.00 for each contravention of a bylaw,
- b) \$50.00 for each contravention of a rule, or
- c) as otherwise specified in these bylaws.

#### 49. CONTINUING CONTRAVENTION

49.1 If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than 7 days, a fine may be imposed every 7 days.

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

#### 50. QUORUM OF MEETING

50.1 A quorum for an annual or special general meeting is eligible voters holding one-third of the strata

corporation's votes, present in person or by proxy. The council will consider electronic attendance at general meetings. Those attending electronically must coordinate with the council to set up the electronic link with the meeting. Electronic participation may be limited by the technology.

50.2 If within a half-hour from the time appointed for an annual or special general meeting a quorum is not present, the eligible voters present in person or by proxy constitute a quorum.

## 51. PERSON TO CHAIR MEETING

51.1 Annual and special general meetings must be chaired by the president of the council.

51.2 If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.

51.3 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 eligible to vote, who are present at the meeting.

## 52. PARTICIPATION BY OTHER THAN ELIGIBLE VOTERS

52.1 Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.

52.2 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.

52.3 Tenants who are not eligible to vote, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

## 53. VOTING

53.1 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.

53.2 Except on matters requiring an 80% or 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.

53.3 At an annual or special general meeting, voting cards must be issued to eligible voters.

53.4 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.

53.5 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.

53.6 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.

53.7 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.

53.8 Despite anything in Section 53.1 to Section 53.7 inclusive, an election of council or removal of a council member must be held by secret ballot, if the secret ballot is requested by 1/3 of the eligible voters.

## 54. ORDER OF BUSINESS

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

- a) certify proxies 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; and
- n) terminate the meeting.

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

### 55. VOLUNTARY DISPUTE RESOLUTION

55.1 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.

55.2 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.

55.3 The dispute resolution committee must try to help the disputing parties to voluntarily end the dispute.

## **DIVISION 7 - SMALL CLAIMS COURT PROCEEDINGS**

### **56. AUTHORIZATION TO PROCEED**

56.1 The strata corporation may proceed under the Small Claims Act or the Civil Resolution Tribunal Act, without further authorization by the owners, to recover from an owner, by an action in debt in Small Claims Court or Civil Resolution Tribunal, 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 for loss or damage caused by the owner; or by any of the tenants, occupants, visitors, agents, contractors or employees of the strata lot; or by the owner or by the owner's family or for which the owner is otherwise responsible pursuant to Section 158(2) of the Act or these bylaws.

### **57. SECURITY MEASURES**

57.1 Closed circuit television and video surveillance are installed in the following common areas of the building: entrances, parking garage, lobby, elevators, refuse rooms, recreation rooms and building exterior. The specific locations are identified in Schedule A. The system operates 24 Hours per day and the strata corporation collects data from the closed-circuit television and video surveillance. The strata corporation may, from time to time, add further closed-circuit television and video surveillance in and around the building.

57.2 The video files and security fob usage records will be used only for the purposes of law enforcement and for the enforcement of the strata corporation bylaws and rules.

57.3 The video files are stored for a period of up to four weeks from the date of recording, which period may be extended for those files required for law enforcement or bylaw enforcement purposes.

57.4 The personal information of owners, tenants or occupants will only be reviewed or disclosed:

- a) to law enforcement pursuant to Bylaw 57 herein,
- b) to the building manager, council members and the strata agent, in accordance with Bylaw 57 herein,  
or
- c) in the event of an incident in which they are involved or affected, a copy of the applicable video file or security fob usage records will be provided to an owner, tenant, or occupant upon request. The strata corporation may charge a fee to provide these records.

57.5 In installing or maintaining the systems described herein, the strata corporation makes no representations or guarantees that any of the systems will be always fully operational. The strata corporation is not responsible or liable to any owner, tenant, occupant, or visitor in any capacity (including a failure to maintain, repair, replace, locate, or monitor any of the systems, whether arising from negligence or otherwise) for personal security or personal property in any area monitored by any of the systems.



## SCHEDULE A – LOCATION OF SECURITYCAMERAS

- The entire ground area
- The elevators
- The entire P1 level
- The entire P2 level
- The entire p3 level
- The entire P4 level

## STRATA LOT & EMERGENCY INFORMATION

### Strata Plan BCS 2759 - The Crescendo

#### GENERAL INFORMATION

**PLEASE PRINT CLEARLY**

Strata Lot _____	Unit # _____	Locker # _____	Locker Level _____	Directory # _____
Number of Pets _____	Type of Pets _____	Occupancy Date _____		
Number of Occupants _____	Owner Occupied Suite <input type="checkbox"/>	Rental Suite <input type="checkbox"/>	Rental Term _____	

#### NAME OF ALL OCCUPANTS IN SUITE

	First Name	Last Name	HOME Phone	CELL Phone	Email Address
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____

#### VEHICLE INFORMATION

	Stall	Make	Model	Year	Color	Plate
1.	_____	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____	_____

#### DIRECTORY INFORMATION

The name to be displayed must be no longer than 14 characters in length. This includes spaces. The directory does display ampersands. So, it is possible to display Mr & Mrs as long as it does not exceed 14 characters in length.

Last Name	First Initial or Name	Phone Number, if using call forwarding
_____	_____	_____

**BUILDING ACCESS DEVICES**

(Upon resale of unit or turnover of rental unit all access devices must be declared within two weeks. **All undeclared devices will be deactivated in 14 days.**)

FOB Code	User's Name	FOB Code	User's Name
1. _____	_____	5. _____	_____
2. _____	_____	6. _____	_____
3. _____	_____	7. _____	_____
4. _____	_____	8. _____	_____

**EMERGENCY CONTACT PERSON (FIRE, FLOOD, VANDALISM)**

First Name _____	Last Name _____	Relationship _____
Home Phone _____	Work Phone _____	Ext. _____
_____	_____	Cell Phone _____
_____	_____	Alternate Phone _____
Address _____		
City _____	Province _____	Postal Code _____
First Name _____	Last Name _____	Relationship _____
Home Phone _____	Work Phone _____	Ext. _____
_____	_____	Cell Phone _____
_____	_____	Alternate Phone _____
Address _____		
City _____	Province _____	Postal Code _____

**CLOSEST PERSON WITH A KEY (FIRE, FLOOD, HEALTH)**

First Name _____	Last Name _____	Relationship _____
Home Phone _____	Work Phone _____	Ext. _____
_____	_____	Cell Phone _____
_____	_____	Alternate Phone _____
Address _____		
City _____	Province _____	Postal Code _____
First Name _____	Last Name _____	Relationship _____
Home Phone _____	Work Phone _____	Ext. _____
_____	_____	Cell Phone _____
_____	_____	Alternate Phone _____
Address _____		
City _____	Province _____	Postal Code _____