Schedule “E”
Notice of Different Bylaws

BYLAWS

The Owners, Strata Plan EPS_____

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

1. Payment of strata fees

1.1 An owner must pay strata fees on or before the first day of the month to which the strata fees relate. Prior to the first day of the month following$ the meeting approving a Budget, or conveyance of a strata lot, as the case may be, an owner will provide the treasurer, or at the direction of the treasurer, the strata manager or authorized person, with post-dated cheques or other pre-authorized form of payment for the strata fees for the approved Budget period, or balance thereof, as the case may be.

1.2 The strata corporation may fine an owner $50.00 for each occurrence of late payment of strata fees.

2. Repair and maintenance of property by owner

2.1 An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.

2.2 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.

2.3 Owners are required to keep their patio/balcony free and clear of ice and snow and maintain these areas in a neat and tidy condition at all times.

3. Use of property

3.1 An owner, tenant, occupant, or visitor must not use a strata lot, the common property, or common assets in a way that:

(a) causes a nuisance or hazard to another person;

(b) causes unreasonable noise;

(c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets, or another strata lot;

(d) is illegal; or

(e) is contrary to a purpose for which the strata lot or common property is intended as shown expressly or by necessary implication on or by the strata plan.

3.2 An owner, tenant, occupant, or visitor must not cause damage, other than reasonable wear and tear, to the common property, common assets, or those parts of a strata lot which the strata corporation must repair and maintain under these bylaws or insure under section 149 of the Act.

3.3 An owner, tenant, occupant, or visitor must not allow on a strata lot, the limited common property, the common property, or common assets as the case may be:

(a) the use of plumbing, water, electrical, drainage or other utility for any purpose other than for which they were constructed; or

(b) outside burning or open fires.

3.4 An owner must keep the limited common property appurtenant to its strata lot free of debris and well maintained at all times.

3.5 Only electric barbeques and barbeques that are connected to the propane hookup located on the deck/patio of strata lots are permitted. The use of charcoal burning barbeques is prohibited.

3.6 An owner, tenant, occupant, or visitor must not drop, throw, hang, or suspend anything from windows, doors, decks, railings, or any portion of common property, including limited common property.

3.7 An owner, tenant, occupant, or visitor must not install or permit to be installed any home entertainment speaker system on or within a common wall located between adjoining strata lots; nor on any common property, including limited common property.

3.8 Each owner shall obtain liability insurance against property damage in an amount not less than $2,000,000.00, and provide proof of such insurance as required by the council.

3.9 Anything affixed to the exterior of a strata lot, or to common property or limited common property constitutes an alteration, subject to bylaw 5.1.

3.10 Nothing may be used, stored, or placed in a strata lot or on common property, including limited common property, in such a manner that it creates a fire hazard.

3.11 An owner, tenant or occupant may not allow waste, refuse or debris to accumulate within their strata lot, nor shall any person deposit waste, refuse or debris on common property, including limited common property. Sanitary disposal of household garbage and other refuse is the responsibility of each strata lot owner, tenant, or occupant. Household garbage must be placed only in designated receptacles. Any other type of refuse must be removed from the property by the owner for proper disposal.

3.12 Signs, notices, flags, advertising, and similar items may not be placed or displayed from within a strata lot or the common property, including limited common property without the prior written approval of the strata council, except that the following signs are permitted without such approval:

(a) Standard “For Sale” and/or "Open House" signs related to an offering of a strata lot within the Strata Plan for sale. The strata council may designate one or more areas for the display of such signs on common property from time to time by passing a rule, in which case such a sign may only be displayed in a designated area, or within the strata lot; and

(b) Signs posted at the direction of the strata council.

3.13 An owner, tenant or occupant must not keep any pets on a strata lot other than the following:

(a) a reasonable number of fish or other small aquarium animals;

(b) a reasonable number of small, caged mammals;

(c) up to 2 caged birds;

(d) two indoor cats or two dogs or one indoor cat and one dog, but not a dog that is deemed vicious by the strata council. For purposes of this bylaw a vicious dog means the following:

(i) any dog that has killed or injured any person or another animal while running at large;

(ii) any dog that aggressively harasses or pursues another person or animal while running at large; or

(iii) any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting.

3.14 An owner, tenant, occupant, or visitor must ensure that all animals are leashed or otherwise secured when on the common property or on land that is a common asset.

3.15 An owner, tenant, occupant, or visitor must pick up and properly dispose of all droppings, litter, and other matter of his/her pet. Each incidence of non-compliance, regardless of the time of day, day, or month, will be considered a new contravention of this bylaw and subject to fines in accordance with bylaw 23.

3.16 An owner, tenant, occupant, or visitor must not allow his/her pet to cause a nuisance or disturbance to any other owner, tenant, occupant, or visitor or allow such pet to cause damage to any property or person on or in the strata plan.

3.17 The strata council may give written notice that a pet is causing an annoyance to others and require that the annoyance cease forthwith. If the annoyance does not cease, the strata council may at any time require that the pet be removed forthwith.

4. Inform strata corporation

4.1 Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any, and an emergency contact number.

4.2 On request by the strata corporation, a tenant must inform the strata corporation of his or her name, unit number and emergency contact number.

4.3 Pursuant to Section 146 of the Strata Property Act, the owner of a strata lot is required to provide the strata corporation a copy of the Form K within 2 weeks of renting the strata lot.

5. Obtain approval before altering a strata lot

5.1 An owner must obtain the written approval of the strata corporation before making an alteration to a strata lot that involves any of the following:

(a) the structure of a building;

(b) the exterior of a building;

(c) chimneys, stairs, balconies, or other things attached to the exterior of the 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 patio, balcony, or yard;

(f) common property located within the boundaries of a strata lot;

(g) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

5.2 The strata corporation must not unreasonably withhold its approval under subsection 5.1, but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

6. Obtain approval before altering common property

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

6.2 The strata corporation may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

7. Permit entry to strata lot

7.1 An owner, tenant, occupant, or visitor must allow a person authorized by the strata corporation to enter the strata lot:

(a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and

(b) at a reasonable time, on 48 hours' written notice,

(i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act, or

(ii) to ensure compliance with the Act and the Bylaws.

7.2 The notice referred to in subsection 7.1(b) must include the date and approximate time of entry, and the reason for entry.

Division 2 – Powers and Duties of Strata Corporation

8. Repair and maintenance of property by strata corporation

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

(a) common assets of the strata corporation;

(b) common property that has not been designated as limited common property;

(c) limited common property, but the duty to repair and maintain it is restricted to:

(i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and

(ii) the following, no matter how often the repair or maintenance ordinarily occurs:

(A) the structure of a building;

(B) the exterior of a building;

(C) chimneys, stairs, balconies, and other things attached to the exterior of a building;

(D) doors, windows, or skylights on the exterior of a building or that front on the common property;

(E) fences, railings, and similar structures that enclose patios, balconies, and yards;

(F) landscaping along the driveways designated as limited common property;

(d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:

(i) the structure of a building;

(ii) the exterior of a building;

(iii) chimneys, stairs, balconies, and other things attached to the exterior of a building;

(A) doors and windows on the exterior of a building or that front on the common property, and

(B) fences, railings, and similar structures that enclose patios, balconies, and yards.

Division 3 -- Council

9. Council size

9.1 Subject to subsection 9.2, the council must have at least 3 and not more than 7 members.

9.2 If the strata plan has fewer than 4 strata lots or the strata corporation has fewer than 4 owners all the owners are on the council.

9.3 No owner shall be entitled to sit on council if the strata corporation is entitled to file a lien against that owner's strata lot. A person who is no longer eligible for council under this section is conclusively deemed to have resigned pursuant to section 12.1.

10. Council members' terms

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

10.2 A person whose term as council member is ending is eligible for reelection.

11. Removing council member

11.1 Unless all owners are on the council, the strata corporation may, by a resolution passed by a majority vote at an annual or special meeting, remove one or more council members.

11.2 After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.

12. Replacing council member

12.1 If a council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the council may appoint a replacement council member for the term.

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

12.3 The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.

12.4 If all the members of the council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

13. Officers

13.1 At the first meeting of the council held after each annual general meeting of the strata corporation, the council must elect, from among its members, a president, a vice president, a secretary, and a treasurer.

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

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

(a) while the president is absent or is unwilling or unable to act, or

(b) for the remainder of the president's term if the president ceases to hold office.

13.4 If an officer other than the president is unwilling or unable to act for a period of 2 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

14. Calling council meetings

14.1 Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

14.2 The notice does not have to be in writing.

14.3 A council meeting may be held on less than one week's notice if:

(a) all council members consent in advance of the meeting, or

(b) the meeting is required to deal with an emergency situation, and all council members either:

(i) consent in advance of the meeting, or

(ii) are unavailable to provide consent after reasonable attempts to contact them.

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

15. Repealed

16. Quorum of council

16.1 A quorum of the council is:

(a) 1, if the council consists of one member,

(b) 2, if the council consists of 2, 3, or 4 members,

(c) 3, if the council consists of 5 or 6 members, and

(d) 4, if the council consists of 7 members.

16.2 Council members must be present in person or via electronic means at the council meeting to be counted in establishing quorum.

17. Council Meetings

17.1 At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

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

17.3 Owners may attend council meetings as observers.

17.4 Despite subsection 17.3, no observers may attend those portions of council meetings that deal with any of the following:

(a) bylaw contravention hearings under section 135 of the Act; and

(b) any other matters if the presence of observers would, in the council's opinion, unreasonably interfere with an individual's privacy.

18. Voting at council meetings

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

18.2 Unless there are only 2 strata lots in the strata plan, if there is a tie vote at a council meeting, the president may break the tie by casting a second, deciding vote.

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

19. Council to inform owners of minutes

19.1 The council must inform owners of the minutes of all council meetings within 2 weeks of the meeting, whether or not the minutes have been approved.

20. Delegation of council's powers and duties

20.1 Subject to subsections 20.2 to 20.4, 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.

20.2 The council may delegate its spending powers or duties, but only by a resolution that:

(a) delegates the authority to make an expenditure of a specific amount for a specific purpose, or

(b) delegates the general authority to make expenditures in accordance with subsection 20.3.

20.3 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.

20.4 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.

21. Spending Restrictions

21.1 A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.

21.2 Despite subsection 21.1, a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.

22. Limitation on liability of council member

22.1 A council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the council.

22.2 Subsection 22.1 does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 – Enforcement of Bylaws and Rules

23. Maximum Fine

23.1 The strata corporation may fine an owner or an owner on behalf of that owner's tenant's contravention, a maximum of:

(a) $200.00 for each contravention of a bylaw, and

(b) $50.00 for each contravention of a rule.

23.2 The strata corporation may charge interest on late fines of up to 10% compounded annually.

24. Continuing contravention

24.1 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

25. Person to chair meeting

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

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

25.3 If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

26. Participation by other than eligible voters

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

26.2 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.

26.3 Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

27. Voting

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

27.2 No owner shall be an eligible voter if that owner is in arrears of strata fees, fine or penalties imposed by the strata corporation.

27.3 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.

27.4 If a precise count is requested, the chair must decide whether it will be show of voting cards or by roll call, secret ballot, or some other method.

27.5 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.

27.6 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.

27.7 If there are only 2 strata lots in the strata plan, subsection 27.5 does not apply.

27.8 Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter.

28. Order of business

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

(a) certify proxies and corporate representatives and issue voting cards;

(b) determine that there is a quorum;

(c) elect a person to chair the meeting, if necessary;

(d) present to the meeting proof of notice of meeting or waiver of notice;

(e) approve the agenda;

(f) approve minutes from the last annual or special general meeting;

(g) deal with unfinished business;

(h) receive reports of council activities and decisions since the previous annual general meeting, including reports of committees, if the meeting is an annual general meeting;

(i) ratify any new rules made by the strata corporation under section 125 of the Act;

(j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;

(k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;

(l) deal with new business, including any matters about which notice has been given under section 45 of the Act;

(m) elect a council if the meeting is an annual general meeting;

(n) terminate the meeting.

Division 6 – Voluntary Dispute Resolution

29. Voluntary dispute resolution

29.1 A dispute among owners, tenants, the strata corporation, or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:

(a) all the parties to the dispute consent, and

(b) the dispute involves the Act, the regulations, the bylaws, or the rules.

29.2 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.

29.3 The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Guidelines for use of Common Property and Common Facilities

30. Use of Common Property

30.1 Subject to and including the prohibitions contained in section 35 and any other bylaw relating to the common property contained in these bylaws, the following provisions apply and govern the use of the common property:

(a) An owner or tenant is solely responsible to supervise his or her visitors, guests, and minor children. Owners are solely responsible to remedy or cause the remedy, of any breach of any bylaw, rule, or regulation and for any damage caused by such owner or such owner's tenant, including their guests, visitors, invitees, or children.

(b) An owner, tenant, occupier, or visitor must tidy and clean up after his/her use of the common property so as to leave such area in the same or better condition as it was prior to such use.

(c) An owner, tenant, occupier, or visitor must not complete any maintenance to vehicles including oil changes on any Common Property, including limited common property.

(d) An owner, tenant, occupier, or visitor must not place any hot tubs, or structures surrounding the hot tubs, on any common property, including limited common property, without the prior written approval of the board, acting reasonably; PROVIDED HOWEVER, that no hot tubs shall exceed 78" x 78" in size. The use of hot tubs shall be governed by the rules enacted by the board from time to time. Breach of the rules shall constitute a breach of these Bylaws, and in addition shall be grounds for the board to reasonably revoke its approval for the construction of a hot tub, and the owner may accordingly be required to remove the hot tub.

Division 8 – General Prohibitions

31. Conducting business from a residential strata lot

31.1 No owner, tenant, occupier, or visitor may carry on a trade or business upon a residential strata lot unless permitted under the zoning bylaws of the City of Revelstoke applicable to the strata lot from time to time. An owner, tenant, occupier, or visitor of a residential strata lot must notify the strata council of his/her intention to carry on a trade or business and will, at the request of the strata council, place additional insurance at his/her sole cost and indemnify the strata corporation from any loss or claims arising from the carrying on of a business from the residential strata lot. The strata council may prohibit the operation of a home based business, if in its opinion, acting reasonably, such business causes a nuisance to other owners.

32. General

32.1 An owner, tenant, occupier, or visitor shall not:

(a) permit, store, erect, or hang over or cause to be erected or to remain outside any window, door or balcony or any other part of a strata lot or on the common property, clothes lines, garbage disposal equipment, barriers, partitions, awnings, shades, or screens;

(b) use patios or balconies for general storage purposes or allow such areas to become untidy or unsightly;

(c) hang, or permit to be hung, on any window, flags, sheets, or other like materials to be used as window coverings. For greater certainty, only blinds or curtains/drapes shall be used as window coverings.

(d) place or permit the placement of propane tanks or charcoal burning barbeques anywhere within a strata lot or the common property, including limited common property;

(e) affix or permit to be affixed any radio, TV or satellite, dish, antenna to the exterior of the strata lot, common property, or limited common property;

(f) do anything or permit anything to be done in his/her strata lot or on the common property or fail to do any act or thing which will or would tend to increase the risk of fire or the rate of fire insurance premiums with respect thereto or which would render invalid any insurance maintained by the strata corporation;

(g) permit any member of his/her household, guests, or visitors to trespass on the part of the strata plan which another owner is entitled to exclusive use;

(h) use or permit the use of his/her residential strata lot other than as a residential dwelling or short term rental. Secondary suites are not permitted, unless included as part of a strata lot at the time of original construction;

(i) use a driveway for any purpose other than ingress and egress or for the parking of an insured motor vehicle which does not exceed the dimensions of a private automobile, van, or pickup;

(j) park motorhomes, campers, trailers, recreational vehicles of any type, boats, equipment, unlicensed vehicles or containers on the common property or limited common property;.

(k) wash vehicles or perform maintenance on any vehicle in such a manner that will cause nuisance or annoyance to other owners or occupiers;

(l) obstruct or use the sidewalks, walkways, passages, driveways, or the common property for any purpose other than that for which each was designed;

(m) hang laundry or washing in such a way as to be visible from the outside of a strata lot;

(n) keep or accumulate or permit to be kept or accumulated any debris, refuse, or waste material upon the strata lot or the common property which may be visible to others;

(o) use any instrument or device within a strata lot or upon the common property which in the opinion of the strata council causes disturbance or interferes with the comfort of other owners or occupiers;

(p) affix or install or otherwise place any sign, placard, or notice on or in the strata plan without the prior written consent of the council. Council will determine an appropriate location for the display of 'For Sale' signs and an owner must obtain the consent of the council to place any such sign or notice; and

(q) install or erect, or permit to be installed or erected, any fencing enclosing common property or limited common property.

Division 9 – Security and Insurance

33. Insurance and Security

33.1 An owner is deemed to be responsible for any loss or damage caused to the common property, limited common property, common assets or to any strata lot, personal injury, death or any other loss or damage; where the original cause of any such loss or damage originated within the owner's strata lot or an occupant's vehicle and to the extent that the loss or damage is not fully paid from the proceeds of an insurance policy.

33.2 An owner is also deemed to be responsible for any loss or damage to the common property, limited common property, common assets or to any strata lot, personal injury, death or any other loss or damage; where the cause of any such loss or damage is the result of an act, omission, negligence or carelessness of the owner, and/or owner's tenants, occupants, employees, agents, visitors or invitees, and to the extent that the loss or damage is not fully paid from the proceeds of an insurance policy.

33.3 If any loss or damage deemed to be the responsibility of an owner under Section 33.1 and/or Section 33.2 of this bylaw results in a claim against any insurance policy held by the Strata Corporation; that owner is strictly liable to reimburse the Strata Corporation for the full amount of any insurance deductible, any portion of insurance coverage declined and/or any amount by which the loss or damage exceeds the insurance coverage. That owner shall indemnify and save harmless the Strata Corporation for these amounts.

33.4 If any loss or damage deemed to be the responsibility of an owner under Section 33.1 and/or Section 33.2 of this bylaw does not exceed the insurance deductible for an insurance policy held by the Strata Corporation, that owner is strictly liable and shall fully indemnify and save harmless the Strata Corporation for any resulting expense for maintenance, repair or replacement rendered necessary, which it is the Strata Corporation's responsibility to perform.

33.5 If an owner is deemed or determined to be responsible for any insurance deductible, any loss or damage to the common property, limited common property, common assets or to any strata lot, personal injury, death or any other loss or damage whatsoever pursuant to these bylaws, the owner must fully indemnify the Strata Corporation for all reasonable legal expenses incurred in relation to defending any related claim against the Strata Corporation, and/or prosecuting any claim made against the owner, such indemnity to be on a solicitor and own client basis, including legal fees, disbursements, expenses, taxes, filing and/or court fees, all on a full indemnity basis.

33.6 Owners are responsible to ensure that their strata lot interior is maintained at a minimum temperature of 15 degrees centigrade, year round. Any water pipe leak, burst, damage resulting from condensation or any other loss or damage whatsoever which the strata council reasonably determines resulted from or is contributed to by an owner's failure to comply with this bylaw shall constitute loss or damage which is deemed to be the responsibility of that owner pursuant to these bylaws, whether the loss or damage occurs within that owners' strata lot, within adjacent common property, or within an adjacent strata lot.

33.7 The Strata Corporation may arrange emergency damage mitigation and restoration where damage has been done within a strata lot, and the costs of gaining access to the strata lot, and preventing further damage may be paid as a common expense of the Strata Corporation until such a time as the strata council is able to determine whether the expense will be:

(a) Covered by strata insurance;

(b) Treated as a common expense of the Strata Corporation;

(c) Charged back to the owner of the affected strata lot; or

(d) Charged back to the strata lot where the source of the damage originated.

The final determination with respect to the assignment of the expense shall be made by the strata council subject to the bylaws relating to responsibility for repair and maintenance as well as insurance and indemnity.

Division 10 – Marketing Activities by Owner Developer

34. Display lot

34.1 An owner developer who has an unsold strata lot may carry on sales functions that relate to its sale, including the posting of signs.

34.2 An owner developer may use the common property including any common facilities for any purpose relating to sales functions of the strata lots for as long as the owner developer, or subsidiary thereof, retains a registered interest in any strata lot in the strata plan.

34.3 An owner developer may use a strata lot, that the owner developer owns or rents, as a display lot for the sale of other strata lots in the strata plan.

Division 11 – Miscellaneous

35. Smoking Restriction

35.1 Due to the irritation and known health risks of exposure to second-hand tobacco smoke, increased risk of fire and increased maintenance and cleaning costs, all forms of smoking are prohibited on the common property, including but not limited to:

(a) on any part of the property that is a common element or exclusive use common element, including parkades, balconies, patios, and terraces;

(b) within 7.5m of any building entries, outdoor air intakes, and operable windows; and

(c) hallways, elevators, storage lockers, electrical rooms, and mechanical rooms.

35.2 For the purposes of bylaw 35.1, the term “smoking” shall include the inhaling, exhaling, burning, or carrying of lighted tobacco, electronic or e-cigarettes, and marijuana products.

35.3 Bylaw 35.1 applies to all persons, including but not limited to owners, tenants, invitees, business invitees, occupants, and visitors. An owner or tenant is responsible for any and all parties who are admitted on the premises by the owner or tenant if such parties are in violation of the no-smoking bylaw, and such owner or tenant may be fined under this section.

35.4 For the purposes of bylaw 35.3, the term “business invitee” shall include but is not limited to any contractor, tradesperson, agent, household worker, or other person hired by an owner, a tenant or resident to provide a service or product.

35.5 Notice of the no-smoking bylaw shall be contained within all status certificates provided by the condominium corporation. Tenant lease documents must also contain this notice.

35.6 In the event there is suspicion of smoking in the aforementioned areas, residents may fill out a complaint form and submit it to the board for further investigation. The strata corporation may fine an owner or tenant if there is reasonable proof of a violation.

35.7 The strata corporation may fine owner or tenant for each contravention of the bylaw set out in this section to a maximum of $200.00.

35.8 Any amendment to bylaws 35.1, 35.2 and 35.3 shall require the unanimous consent of the owners of all strata lots.