

Part 3. Conduct and Use of Property

Division 1. **Conduct Generally**

1. Without limiting the right to dissent or free expression thereof or any other lawful excuse; no person under the jurisdiction of these bylaws may unlawfully or unreasonably and unduly:
 - (1) Contravene any applicable laws.
 - (2) Impair or obstruct the proper governance of the Homeowners Corporation; (3) Impair the quiet enjoyment of one or more units, common areas, exclusive use areas, or common assets by others entitled to that enjoyment;
 - (4) Cause undue diminishment of the value of the Development or any associated real property; or
 - (5) Falsely and deliberately impugn the reputation of the Homeowners Corporation, its properties or assets.
2. Without limiting the generality of bylaw 6(1), no person may, while within the bounds of the registration plan, contravene any environmental laws or cause the Homeowners Corporation to incur any cleanup costs or penalties with respect to environmental contamination.

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Division 2. **Noise, Nuisance and Disturbance**

1. No person may, while within the bounds of the registration plan:
 - (1) Cause unreasonable noise or disturbance within the bounds of the registration plan;
 - (2) Unreasonably obstruct or interfere with the rights of other persons to access, use and enjoy the common areas, exclusive use areas, common assets or another unit; and/or
 - (3) Cause or improperly increase the risk of fire, injury, death, damage to property, or otherwise cause any hazard or nuisance which is not inherent to ordinary occupation of a unit.
2. Quiet Hours are from 10:00 p.m. until 7:00 a.m. each day. Without limiting the general application of bylaw 8, any noise which is audible from within another unit is deemed to be unreasonable if it occurs during Quiet Hours, unless a contrary finding is made by the Board of Directors.
3. Without limiting the general application of bylaw 8, in determining whether noise is unreasonable, the Board of Directors may give particular consideration to whether noise resulting in a complaint:
 - (1) Had a significant or severe impact on others;
 - (2) Was recurring or unnecessarily loud or prolonged;
 - (3) Was audible in two or more units other than the unit from which the noise originated;
 - (4) Was caused by operation of any device or instrument which ought reasonably to have been expected to cause disturbance, including without limitation any; noisemaker; loudspeaker; musical instrument; computing, gaming, amplification, audio or

- audio/video device; or any machine, tool, or motor, excepting reasonable use of tools, machinery and equipment used in making an approved alteration of a unit or alteration which does not require approval;
- (5) Was caused by a raised voice or unnecessary impact;
 - (6) Was caused by activities which themselves were not permitted or breached other legal restrictions, including provisions of the bylaws and/or rules of the Homeowners Corporation;
 - (7) Was caused by activities which are inconsistent with the character of a reasonably quiet multi-family residential development;
 - (8) Appears to have been deliberately intended to disturb others; and/or (9) Occurred after previous complaints or warnings relating to noise or disturbance were supplied to an owner and/or occupant of the unit in question.

Division 3. **Use of Property**

1. No person may, without lawful excuse or prior and properly authorized written approval of the Homeowners Corporation, use a unit, the common areas, exclusive use areas, or common assets in any way that:
 - (1) Contravenes or causes a contravention of the bylaws;
 - (2) Causes common areas or exclusive use areas to be significantly changed, damaged or impairs or obstructs rightful access or use of common areas or exclusive use areas;

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- (3) Has a significant and improper adverse effect on the access to, use, or appearance of common areas or exclusive use areas or is injurious to the reputation of the Development;
 - (4) Contravenes Applicable Laws; and/or
 - (5) Is contrary to a primary or secondary purpose for which the unit common areas or exclusive use areas are intended as shown expressly or by necessary implication on or by the registration plan.
2. An owner, tenant, occupant or visitor must not cause damage, other than reasonable wear and tear, to the common areas, exclusive use areas or common assets or those parts of a unit which the Homeowners Corporation must repair, maintain or insure under these bylaws.
 3. No person may tamper with, remove or in any way deface or alter the electrical services, safety equipment or lighting fixtures located in any common area, including parking and storage areas.
 4. An owner, tenant, occupant or visitor must not shake, drop, throw, hang or suspend anything from windows, doors, decks, railings or any portion of common areas, or exclusive use areas except as specifically permitted under these bylaws.
 5. Nothing may be left or stored within common areas which has not been designated as exclusive use areas except at the direction of, or with the prior written permission of the Board of Directors or as expressly permitted in the bylaws. The Board of Directors may

remove any item improperly left on common areas, and may in their sole discretion, based on the circumstances, condition of the item, apparent value of the item and context, arrange to have the removed item stored, discarded and/or otherwise disposed of at the expense of the owner.

6. Any outdoor barbecue, grill, smoker, fryer, burner warmer, heater or other outdoor cooking or heating appliance; and/or any candle, lamp, torch or lighting appliance using combustion as a light source (any of which shall be referred to as an "Appliance"), as well as propane, kerosene, oil, charcoal, wood, composite or similar fuels used in such Appliances; are not permitted to be brought, kept or used within the bounds of the registration plan, except where permitted by law and only to the extent permitted by this bylaw. Only propane and electric Appliances are permitted, and only on the following conditions:

- (1) The Appliance must be kept, operated, used, stored, maintained only as follows:
 - a. Appliances must be kept in good, clean, safe and operational condition, and well maintained in good repair according to a prudent maintenance schedule;
 - b. Appliances must be CSA tested and approved, and must comply with any specific CSA and Technical Safety BC requirements and specifications, and all Applicable Laws and bylaws;
 - c. Appliances must accord with all of the Appliance manufacturer's applicable recommendations and instructions;
 - d. Appliances must be under direct observation of the operator at all times while lit, in use or operation, and while hot;
 - e. Appliances must not be within one meter of any exterior wall or combustible surface while lit, during use or operation or while hot; or such greater

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distance as is prescribed by the Appliance manufacturer, or Applicable Law;
and

f. No fueled propane Appliance or propane cylinder may be kept, stored or operated within 1 meter of a building opening or within 6 meters of any mechanical air intake. Propane and other fuels may not be stored indoors. (2) No more than two such Appliances per unit are permitted.

(3) The Appliance may only be stored or used on an unenclosed balcony, patio or deck, along with no more than a single attached, currently certified, propane cylinder with a maximum 20 lb capacity and absent any rust, dents or damage.

(4) Notwithstanding any other provisions, only electric Appliances are permitted in enclosed or covered spaces.

(5) The unit owner is responsible to ensure that all smoke, exhaust and fumes are safely vented without entering the building, and the operator must make every reasonable effort to prevent risk or disturbance caused to other occupants by smoke or fumes arising from use of the Appliance for cooking; must extinguish the grill promptly when cooking is completed; and must not "cook-off" any food debris or grease.

(6) The following additional conditions are imposed:

- a. Use of any wood, pellet, oil or charcoal burning Appliance on balconies, patios or in any area adjacent to combustible construction or combustible building cladding is prohibited. This includes scented oil burners, smudge burners, tiki torches, cast iron/clay or any other type of open bottom chimineas (regardless of size) as well as smokers or charcoal grills (including Big Green Egg style);
- b. Any open flame propane or natural gas Appliance must be CSA listed for testing and approvals;
- c. Any device must be used in accordance with that CSA listing with regards to separation distance from buildings or other hazards. For most Appliances, this requires a horizontal distance from the building and prohibits use on balconies or patios with overhanging building features; and
- d. BBQ use must also conform to these requirements with adequate separation distance. Grills must be cleaned regularly to eliminate the smoking and potential for grease fires.

(7) For greater clarity, this bylaw applies broadly, and shall be interpreted to apply to similar items and devices.

7. Decks, patios and balconies may only be used to hold the following furnishings and personal property; and nothing else:

- (1) A reasonable amount of well-maintained and properly placed outdoor furniture which does not occupy more than half of the available floor space;
- (2) Up to two Appliances as described in the previous sub-section, plus related accessories;
- (3) One small, lidded storage chest and fully enclosed contents;
- (4) Up to four standing planters, each containing no more than twenty litres of soil and plant material; and
- (5) A reasonable amount of personal property which is in present use by occupants or guests and is not stored there.

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8. For greater clarity, decks, patios and balconies may not be used for storage of any property or other items which aren't intended to be used there, and the following items are specifically prohibited:

- (1) Garbage, recycling, debris or unsightly and/or untidy objects or materials;
- (2) Any bicycle or exercise equipment; and/or
- (3) Additional shelves, storage sheds, boxes or bins not specified above.

9. Except by direction of the Board of Directors, no person may unreasonably obstruct any common property portion of the registration plan intended for passage of people or vehicles. This bylaw shall not be interpreted to prevent a person from making lawful and reasonable use of exclusive use areas designated for the exclusive use of that person's unit. 10. An owner may not allow waste, refuse or debris to accumulate within their unit or exclusive use areas, nor shall any person deposit waste, refuse or debris on common areas, or exclusive use areas. Lawful,

sanitary and timely disposal of household garbage, recycling and other refuse is the responsibility of each unit owner, tenant or occupant. Household garbage must be securely bagged and recycling materials placed in appropriate containers while being transported through common areas to be placed in the designated common garbage and recycling receptacles and/or left for curbside pickup. Broken glass from any source must be cleaned up immediately by the person responsible. Any other type of refuse must be removed from the property by the owner for timely and proper disposal. 11. No person may allow any item to enter the drainage or sewerage systems other than fluids and materials which each of those systems were specifically designed to handle. Without limiting the generality of the foregoing, no oil, grease, corrosive substance, expanding or absorbent material or other substance or object with the potential to cause a blockage or leak may be disposed into sink, tub or shower drains or flushed down toilets. 12. No commercial, professional or business activities are permitted within a residential unit or on common areas or exclusive use areas, except for activity within a unit which is consistent with and secondary to primarily residential use and which is lawful, not apparent from outside of the unit, and does not significantly increase liability or vehicle or pedestrian traffic within the Development. Nothing in this bylaw shall be construed to prevent the authorized rental of a unit, cleaning or other services provided to a unit owner or to the Homeowners Corporation, or activities which are normally incidental to typical residential use.

13. No laundry, clothes or linens shall be hung to air or dry out of doors and no clothesline or similar structure shall be erected or used within common areas, or exclusive use areas, or within a unit in a manner visible from outside of the unit.
14. Smoking or use of an e-cigarette or vaporizer is not permitted anywhere within enclosed or partially enclosed portions of common areas or exclusive use areas, within 15 meters (or such greater distance as required by law) of window, door or air intake other than a window, door or air intake serving only the unit occupied by the smoker. Smoking is not permitted within any vehicle(s) owned or obtained by the Homeowners Corporation as a common asset. Smoking is permitted only within a unit and only if sufficient and effective measures are taken to prevent any transmission of smoke or cigarette odors to other units or interior portions of common property. For greater clarity, under this bylaw:

(1) Smoking means:

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- i. consumption of tobacco, marijuana or any other substance by smoke or vapor inhalation, or similar form of consumption; but not including consumption of prescription or over-the-counter pharmaceuticals by inhaler or similar mechanism,

and/or

- ii. combustion, spray or vaporization while avoiding inhalation, in a manner which would constitute a breach of this bylaw if inhaled.

- (2) Nothing in this bylaw shall be interpreted as permitting an owner to cause a nuisance, disturbance or noxious odor by conduct which is not specifically prohibited in this bylaw and which otherwise constitutes a bylaw contravention.
 - (3) Nothing in this bylaw shall be interpreted as prohibiting conventional, commercially available pharmaceuticals which are prescribed or available over the counter and are administered by inhaler or spray.
15. Butts, remnants, residue, ashes, contaminated water and other debris, paraphernalia or by-products associated with smoking must not be deposited within common areas or exclusive use areas and must not be kept or disposed of in any way which causes a hazard, nuisance or disturbance.
16. Marijuana cultivation and/or production within a condominium development is understood to have the potential to cause disturbing odors, mould proliferation and/or other risks and insurability concerns. Therefore, cultivation (growing) of marijuana plants, and/or processing or production of marijuana products is prohibited within the bounds of the registration plan; except that legally permissible, small scale preparation of marijuana for personal use or consumption which does not include cultivation and complies with the bylaws is permitted, provided that preparation does not cause damage to property, insurable risk or any disturbance whatsoever. It is the responsibility of the residents to ensure that such issues are strictly avoided. Notwithstanding the foregoing or any other bylaw or rule of the Homeowners Corporation and despite any legalization or decriminalization; no marijuana plants may be cultivated or grown within the registration plan.
17. Occupants must not cause or permit unreasonable detectable cooking odors or smoke of any kind to emanate from their units or other portions of the property in a manner which interferes with the peaceful enjoyment of the property by others, and no person may allow smoke to disturb other occupants, including but not limited to smoke from smoking any substance, use of incense, candles or sage, or from unreasonable use of indoor or outdoor cooking appliances.
18. Skateboards, in-line skates, roller skates, bicycles, scooters and similar conveyances are not permitted to be used within the building or on the common property, including limited common property, excepting only a clean and safely operational mobility device for the use of a person with a physical disability which restricts their mobility and which has been approved for use by the Board of Directors.
19. Bicycles may only be ridden on those parts of the common areas designated for vehicular traffic, and only for the purpose of exiting and entering the registration plan. Bicycles must be operated in a responsible manner and users must adhere to posted speed limits.

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Division 4. **Safety and Security**

1. No person may prop or hold open common exterior doors or fire doors for any reason, except when in use and being directly and visibly monitored in person. Reasonable efforts must be made to deter unauthorized access to the building.
2. The Homeowners Corporation provides up to four access fobs for each unit's owners and

occupants to gain access to the building and garage. Access fobs are the property of the Homeowners Corporation and must be presented or returned at the direction of the Board of Directors. Access fobs which are lost, damaged, or retained by a former occupant or emergency contact must be reported by the owner or occupant to the Board of Directors forthwith, and the cost of replacement is the responsibility of the owner. The Board of Directors may authorize additional fobs only if an owner confirms that all four issued fobs are accounted for and in authorized use, and if the owner applies for each additional fob with a satisfactory explanation of the need, and agrees to reasonable conditions imposed by the Board of Directors.

3. All reasonable precautions must be taken when exiting or entering the parkade to prevent unauthorized entry by others. When entering or leaving the parkade, owners, tenants, occupants and visitors must ensure that the overhead door or any other entry door is closed before leaving sight of the door.
4. The Homeowners Corporation shall form a security committee to provide guidelines for the security of the residents and to establish resident-based voluntary crime prevention programs such as Block Watch. Any emergency or suspicious or criminal activities within or adjacent to the Development should be reported first to the RCMP or other emergency responder where appropriate and to the Homeowners Corporation and the ARIA Block Watch Team.
5. No person may create an unlawful or unsafe obstruction to hallways, stairways, elevators, emergency exits or other emergency routes.
6. In the event of any pest infestation found to exist within a unit or its exclusive use area, the owners and residents of that unit must:
 - (1) Immediately notify the Board of Directors of the pest infestation;
 - (2) Engage a professional pest control company at their own expense to take prompt and effective steps to eliminate the infestation, control re-infestation, and prevent spread of the pest to common areas or other units; and
 - (3) Permit the Board of Directors to inspect and re-inspect the unit to confirm that the pest infestation has been eliminated.
7. Nothing may be used, stored, placed or kept within a unit or on common areas, or exclusive use areas, in such a manner that it creates a fire hazard, an unreasonable risk of injury or damage to property, or interferes with coverage by any insurance policy held by the Homeowners Corporation.
8. Each owner is responsible to ensure that their unit is at all times outfitted with a properly functioning, CSA approved smoke detector with an audible alarm. Owners must test, maintain and replace smoke detectors in accordance with the manufacturer's recommendations.
9. The Homeowners Corporation may conduct periodic testing of smoke detectors. Owners who do not provide access to their unit when the periodic inspection and testing is

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scheduled may be required to reimburse the Homeowners Corporation for any

re-inspection costs.

10. An owner, tenant or occupant shall not disable, disconnect, cover or otherwise interfere with fire detection or suppression equipment or alarm systems which were part of the initial construction, or which are located within common areas or exclusive use areas. Any modification or replacement of such equipment or systems must be conducted as part of an approved alteration.
11. Each owner is responsible to ensure that their unit is at all times outfitted with a properly maintained and functional 5 pound, ABC class, steel head fire extinguisher which must be tested, recharged and replaced in accordance with the manufacturer's recommendations.
12. The sublessee acknowledges that the Development and Leased Premises are adjacent to Two Eagles Golf Course (the "Golf Course") and that there is an inherent danger to property and persons by virtue of errant golf balls, which requires personal attentiveness. The Homeowners Corporation including their directors, officers, agents, servants, employees, successors and assigns shall not be responsible in any way for any injury suffered or sustained by the Sublessee, or any family member, guest, tenant, contractor, agent or invitee of the Sublessee, and must not be held responsible for any such damage, loss or injury as a result of being struck by a golf ball or other inherent risks of adjacency to a golf course.

Division 5. **Access to Units and Exclusive Use Areas**

1. Permit Entry to Unit

- (1) An owner, tenant, occupant or visitor must allow a contractor, director, agent or other person authorized by the Homeowners Corporation to enter the unit and/or exclusive use areas:
 - a. Without notice if the unit or exclusive use area is open and/or unsecured, for routine or scheduled exterior work;
 - b. In an emergency, without notice, to ensure safety or prevent significant loss or damage;
 - c. At a reasonable time, on forty-eight hours' written notice, to inspect, repair or maintain common areas, exclusive use areas, common assets and any portions of a unit that are the responsibility of the Homeowners Corporation to repair, maintain or insure under these bylaws;
 - d. At a reasonable time, on seven days' written notice to investigate a complaint of a serious and ongoing bylaw infraction or to remedy a serious and ongoing bylaw contravention; and
 - e. In accordance with a schedule published with minutes of a Board of Directors meeting for the purpose of coordinating repair and/or maintenance projects requiring access to multiple units and/or areas of exclusive use areas.
 - (2) The notice referred to in subsection (1) b., c. or d. must include the date and approximate time of entry, and the reason for entry.
2. Owners are responsible to ensure that access can be obtained to their unit in an emergency, by providing the Homeowners Corporation with reliable and current contact information of a person who can arrange prompt access to the unit.

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3. Where a person must allow a person to access the unit and unreasonably fails to do so or obstructs such access; that person is responsible for any expenses or additional costs charged to the Homeowners Corporation as a result of delayed, obstructed or prevented access.
4. In the event of an emergency emanating from a unit whose owner, tenant or occupant cannot be contacted and to which access cannot otherwise be gained, in order to prevent significant damage or ensure safety, access may be gained by a person authorized by any Board of Directors member, without notice. Access pursuant to this section may be facilitated by a locksmith or by forcing a lock depending upon the urgency of the circumstances. It shall be the responsibility of the Homeowners Corporation to resecure the unit and pay for any necessary repairs resulting from the forced entry, except that the owner shall be responsible for those costs if the owner has failed to provide the necessary current means for prompt emergency access required in this Division.