

Bylaws of the Owners

STRATA PLAN NW 2503

"ELMWOOD TERRACE"

BYLAWS OF THE OWNERS, STRATA PLAN

NW 2503

"Elmwood Terrace"

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 contain 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.

DIVISION 1 - DEFINITIONS

BYLAW 1 - INTERPRETATION

1(1) In these Bylaws:

"Act" means the *Strata Property Act* of British Columbia from time to time in force and all amendments to it;

"Bylaws" means these bylaws and all amendments, additions, deletions or replacements from time to time in force and effect;

"Council" mean the council members of the Strata Corporation from time to time;

"Eligible Voter" or **"Eligible Votes"** means a vote for a strata lot that may be exercised at any annual or special general meeting, except on matters requiring an unanimous vote, provided that the Strata Corporation is not entitled to register a lien against the strata lot under s.116(1) of the Act;

"Regulation" means the regulations under the *Strata Property Act* as made and amended from time to time;

"Rules" means the rules relating to the use, safety, and condition of common property and common assets adopted by a majority vote of the Council;

"Strata Corporation" means The Owners, Strata Plan NW 2503, commonly known as "Elmwood Terrace";

- 1(2) Subject to the terms defined by this bylaw, words and expressions defined in the Act as they read on the date these Bylaws became applicable to the Strata Corporation apply to these Bylaws, with the necessary changes, so far as applicable.
- 1(3) Words in singular form include the plural and vice versa and words importing a specific gender include the other gender.
- 1(4) If there is a conflict or inconsistency between the Act and the Bylaws, the Act governs.

DIVISION 2 - DUTIES OF OWNERS, TENANTS, OCCUPANTS AND VISITORS

BYLAW 2 - PAYMENT OF STRATA FEES

- 2(1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate.
- 2(2) Where an owner fails to pay strata fees in accordance with this bylaw, outstanding strata fees will be subject to:
 - (a) an interest charge of ten (10 %) percent per annum, compounded annually; and,
 - (b) a fine of two hundred (\$200.00) dollars for each month that the strata fees remain outstanding.
- 2(3) An owner must pay strata fees to the Strata Corporation by:
 - (a) entering into a preauthorized debit ("**PAD**") agreement with the Strata Corporation; or,
 - (b) submitting to the Strata Corporation or to its agent twelve (12) monthly post-dated cheques payable to the Strata Corporation dated as of the first day of each month.
- 2(4) Where an owner intends to pay strata fees by monthly post-dated cheques and
 - (a) where a budget for a fiscal year of the Strata Corporation is approved by the owners prior to the start of that fiscal year, the post-dated cheques for the strata fees payable must be submitted by the owner prior to the start of that fiscal year.

- (b) where a budget for a fiscal year is approved by the owners only after the start of that fiscal year, post-dated cheques for the strata fees payable must be submitted by the owner within ten (10) days after approval of that budget.
- 2(5) Each dishonoured cheque or dishonoured preauthorized debit will be subject of a fine of \$25.00 and an administrative chargeback of \$25.00 as levied by the Strata Corporation's financial institution.
- 2(6) A special levy is due and payable on the date or dates as set out in the resolution authorizing the special levy.
- 2(7) Where an owner fails to pay a special levy in accordance with this bylaw, the amounts owing for the special levy will be subject to:
 - (a) an interest charge of ten (10 %) percent per annum, compounded annually; and,
 - (b) a fine of two hundred (\$200.00) dollars for each month that the special levy remains outstanding.
- 2(8) The interest payable on the late payment of strata fees (or a special levy) is not a fine and shall form part of the strata fees (or the special levy) payable by the owner.

BYLAW 3 - REPAIR AND MAINTENANCE OF PROPERTY BY OWNER

- 3(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.
- 3(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.
- 3(3) An owner must repair and maintain any authorized or unauthorized additions or modifications to the as-built condition of the Strata Corporation made to the common property or common building elements of the Strata Corporation regardless of whether the additions or modifications were completed by a previous owner of the strata lot.
- 3(4) The Strata Corporation may direct or demand that an owner undertake repairs or maintenance of the property described in this bylaw and an owner's failure to do so may result, in addition to a fine being levied, the Strata Corporation undertaking the required repair and maintenance on behalf of the owner and charging back the related costs to the owner.

BYLAW 4 - INFORM STRATA CORPORATION

- 4(1) Within two (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.
- 4(2) Within two (2) weeks of becoming a tenant, a tenant must inform the Strata Corporation of their name, the strata lot number that the tenant occupies and the proposed mailing address of the tenant, if different from the strata lot.

BYLAW 5 - PERMIT ENTRY TO STRATA LOT

- 5(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 twenty-four (24) hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the Strata Corporation to repair and maintain under these Bylaws or insure under section 149 of the Act.
- 5(2) The notice referred to in subsection (1)(b) of this bylaw must include the date and approximate time of entry, and the reason for entry.
- 5(3) An owner or tenant who improperly fails or refuses to provide access contrary to subsection (1) this bylaw shall be responsible for any damages or additional costs incurred by the Strata Corporation as a result of the failure to allow an authorized person access. The Strata Corporation may commence court proceedings to compel access to the strata lot and the unit owner or tenant who unlawfully refused access shall not only be responsible for damages but also for the legal costs of the Strata Corporation as between the solicitor and his or her own client.

BYLAW 6 - RESPONSIBILITY FOR ACTS, OMISSIONS AND CONDUCT OF OTHERS

- 6(1) An owner, tenant or occupant is responsible for all acts, omissions and conduct of their visitors whether or not the action, omission or conduct was authorized or known by the owner, tenant or occupant of the strata lot.
- 6(2) An owner is responsible for all acts, omissions and conduct of their tenants or occupants of the owner's unit whether or not the action, omission or conduct was authorized or known by the owner.

- 6(3) An owner, tenant or occupant is responsible for all acts, omissions and conduct of children visiting in their strata lot, whether or not the action, omission or conduct was authorized or known by the owner, tenant or occupant of the strata lot. Young children should be supervised at all times.

DIVISION 3 - USE OF PROPERTY

BYLAW 7 - USE OF PROPERTY

- 7(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.
- 7(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.
- 7(3) An owner, tenant, occupant or visitor must:
- (a) keep noise to a minimum between the hours of 10pm and 8am, and in any event always in compliance with the municipal noise bylaws;
 - (b) at all times, keep all common areas and limited common property in a neat, tidy and clean condition;
 - (c) keep appliances and drains in good condition (all connecting hoses and water lines are required to have steel braided hoses and up to date shut off valves);

- (d) be responsible for loss or damage caused as a result of failure, breakage or malfunction of appliances and all connecting hoses and water lines;
 - (e) immediately report to the Council the failure of a water pipe, toilet, drain or fixture, electrical wire or other fixture located on common property, limited common property or in a strata lot;
 - (f) ensure that ordinary refuse and garbage is securely wrapped and discarded only in designated garbage containers, recyclable materials are discarded only in designated recycling containers and materials other than ordinary refuse and garbage or recyclable materials are discarded appropriately in accordance with municipal bylaws;
 - (g) flatten cardboard before disposing of it in designated recycling containers;
 - (h) ensure that, their strata lot is at all times outfitted with a properly functioning smoke detector with an audible alarm;
 - (i) replace the batteries of the smoke detector when required;
 - (j) allow the Strata Corporation to conduct annual testing of smoke detectors and heat sensors;
 - (k) reimburse the Strata Corporation for any re-inspection costs of testing smoke detectors and heat sensors when they do not provide access to their strata lot when the annual inspection and testing is scheduled;
 - (l) ensure that drapes, blinds or any window coverings visible from the outside of the building/complex are cream or white in colour;
 - (m) install and display Christmas lights only between December 1st and January 15th;
 - (n) use common use facilities with care and exercise responsibility and respect for others;
 - (o) use this property at their own risk and responsibility, and release and indemnify the Strata Corporation from all claims from the use of this property;
- 7(4) An owner, tenant, occupant or visitor must not:
- (a) disable, disconnect, cover or otherwise interfere with the heat sensor;
 - (b) permit children under the age of 16 to use or be in the common use facilities unless accompanied by an adult;

- (c) use balconies or other limited common property for storage or for depositing of rubbish or garbage;
- (d) place any garbage, recycling, renovation material or any other discarded materials/furniture outside of (or adjacent to) the garbage bins;
- (e) obstruct, encumber, or use for any purpose other than ingress to and egress from the strata lot, the sidewalks, entrances, loading space, stairways, lobbies or halls;
- (f) permit, balconies or other limited common property to become unsightly;
- (g) attach or affix a satellite television system/antenna or other similar apparatus to the strata lot, limited common property or common property;
- (h) place, install or use an awning, shade, screen, generator, compressor or air conditioning unit, other than portable air conditioners that are fully contained inside the strata unit, in or on the strata lot or limited common property without the prior written approval of the Strata Corporation, which said approval may be granted subject to conditions;
- (i) place, install or use a heat pump or ductless air conditioner in or on the strata lot unless the Council approves prior to installation and the heat pump is properly installed in accordance with the Strata Corporation's requirements for structural support and penetration to the exterior of the building;
- (j) shake mops, dusters, tablecloths, rugs or other similar articles from the strata lot, the limited common property or the common property;
- (k) throw any item, especially burning material, out of any windows, door, balcony, stairway, passage or other part of the strata lot or common property;
- (l) allow a strata lot to become unsanitary or a continuous source of odour;
- (m) affix flower baskets or flower boxes or Christmas lights to any part of the cladding portion of the building;
- (n) allow water from plants to drain onto or over the balcony. All plant containers must have a tray under them.
- (o) affix anything to limited common areas and the exterior envelope of the building (i.e. no drilling into concrete, metal window frames, railings, etc.);

- (p) cause to be stored or permit to be brought into a strata lot, storage areas or any common area not specifically designated for such use, any flammable fluid such as gasoline, kerosene, propane, fireworks, explosives or articles deemed hazardous by the Fire Department or the insurance carrier;
- (q) prevent the Strata Corporation from removing any item(s) it deems inappropriate in accordance with section 7(4)(n);
- (r) canvass or solicit on common property for any cause or purpose, except as permitted by the *Canada Elections Act* and British Columbia's *Election Act* (as amended).
- (s) use rollerblades, a skateboard or recreational scooter on common property;
- (t) install a hot tub on common property or limited common property;
- (u) use any type of barbecue on any balcony, limited common property or common property;
- (v) hang or display on or from windows, balconies or other parts of the building on their strata lot any laundry, washing, clothing, bedding or other materials or articles;
- (w) use drying racks on balconies;
- (x) use noisy devices or appliances, including but not limited to washers, dryers, vacuum cleaners, garburators and power tools between 10:00 PM and 8:00 AM;
- (y) grow or attempt to grow, produce, process or manufacture cannabis, cannabis plants or cannabis products as those terms are, or may be defined in the *Canadian Cannabis Act* and/or the *BC Cannabis Control and Licensing Act* (as amended), anywhere within the owner's strata lot or on any common property, including on limited common property such as balconies;
- (z) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot or the common property or any limited common property such that it causes a disturbance or interferes with the comfort and enjoyment of any other owner or occupant;
- (aa) use the strata lot for any purpose other than as a private family dwelling;
- (bb) leave on the common property or limited common property any shopping cart or other item designated from time to time by the Strata Corporation, other than

walkers and personal shopping carts which can be stored behind vehicles in the parkade;

- (cc) use common property electrical outlets except for parking area outlets used while vacuuming a vehicle or plugging in a scooter or Hybrid vehicle;
- (dd) sweep water, dirt or debris over the balcony edges;
- (ee) keep a waterbed in a strata lot;

BYLAW 8 - SHORT-TERM ACCOMMODATION PROHIBITION

- 8(1) An owner, tenant, occupant or visitor must not use or advertise for use a residential strata lot, the common property or common assets (or parts thereof) for short-term accommodation purposes, including but not limited to a bed-and-breakfast, lodging house, hotel, time share, temporary housing, corporate housing, vacation rental or extended vacation rental, whether arranged through websites such as Airbnb, VRBO, Premiere Executive Suites or companies that advertise this type of accommodation.
- 8(2) Without limiting the generality of the foregoing, an owner, tenant, occupant or visitor must not enter into a license for the use of all or part of a residential strata lot.
- 8(3) "House sitting", where an unpaid visitor looks after an owner's strata lot during an owner's temporary absence, are all exempted from this bylaw.

BYLAW 9 - EXTENDED ABSENCE FROM STRATA LOT

- 9(1) If an owner, tenant or occupant plans to be absent from the strata lot in which they reside for a period in excess of seven (7) consecutive days, prior to their departure, they must:
 - (a) advise the Strata Corporation, in writing, of the anticipated vacancy and provide the Strata Corporation an emergency contact phone number or email address;
 - (b) if they have purchased an individual homeowner insurance policy, advise their insurance company of the anticipated vacancy;
 - (c) shut off the water supply in their strata lot; and
 - (d) ensure that their strata lot is inspected every second week during their vacancy.

BYLAW 10 - MAXIMUM OCCUPANCY

- 10(1) The Strata Corporation wishes to limit the number of permanent owners, tenants and occupants residing in any particular unit in order to protect the preferred lifestyle in the

community by preventing owners from overcrowding their units and overtaxing the common elements and common facilities of the development.

10(2) A residential strata lot shall be used exclusively as a private dwelling home for not more than one (1) family.

10(3) The maximum number of persons allowed to reside in any given unit is as follows:

2-bedroom units 3 people

10(4) An owner shall take steps to ensure that the maximum allowable persons per unit as provided by this bylaw is not exceeded.

BYLAW 11 - AGE RESTRICTION

11(1) Each residential strata lot is reserved for the use and occupancy by a person of fifty-five (55) years and older.

11(2) Live-in caregivers for a resident that depends on a caregiver because of disability, illness or frailty are exempt from an age restriction bylaw.

11(3) Visitors may stay in a strata lot who are under the age of fifty-five (55) years for a maximum stay of three (3) weeks in any six-month period. Longer visits require the prior written approval of the Strata Council, such approval not to be unreasonably withheld.

11(4) One of the factors to be considered by the Council when determining whether or not to grant longer visitation rights is the provision of reasonable accommodation based on special circumstances.

11(5) All occupants of a strata lot must meet the criteria provided for in this bylaw, except for those who are exempt pursuant to the provisions of the Act.

BYLAW 12 - SMOKING PROHIBITION

12(1) For the purposes of this bylaw, "**smoking**" includes, but is not limited to tobacco smoking, cannabis smoking, vaping, smoking using electronic cigarettes and inhaling, exhaling, burning or carrying of lighted smoking materials.

12(2) Smoking is prohibited:

(a) on common property, including on limited common property;

(b) within a strata lot;

(c) on patios and balconies;

- 12(3) All persons, including but not limited to owners, tenants and occupants and visitors must comply with this bylaw.

DIVISION 4 - PETS & ANIMALS

BYLAW 13 - PET PROHIBITION

- 13(1) An owner, tenant or occupant must not keep any pets or animals of any kind within a strata lot, on common property or limited common property.
- 13(2) Despite subsection (1) of this bylaw, a "**guide dog**" or a "**service dog**" as defined in the *Guide Dog and Service Dog Act* (as amended in British Columbia) is permitted to be kept within a strata lot and on common property.

DIVISION 5 - VEHICLES, PARKING & STORAGE

BYLAW 14 - PARKING

- 14(1) The exclusive use of common property parking stalls is allocated to individual strata lots by the Strata Corporation for a maximum period of twelve (12) months (the "**Parking Allocation Term**") in accordance with section 76 of the Act.
- 14(2) Upon expiry of the Parking Allocation Term, the Parking Allocation Term is renewed automatically on the same terms and conditions as the Parking Allocation Term that has expired.
- 14(3) The Council may, at its discretion, charge monthly rent for a second parking stall. In such case:
- (a) the monthly rental rate is to be determined by the Council;
 - (b) Rent is due and payable in advance on the first day of each rental month; and,
 - (c) If an owner fails to pay rent, the Strata Corporation may cancel the owner's right to use a parking stall for their second vehicle after having provided the owner ten (10) days written notice.

- 14(4) An owner, tenant or occupant that has been allocated a parking stall by the Strata Corporation may not sublease or assign their parking stall privilege or permit their assigned parking stall to be used by any individual not occupying the owner's strata lot.
- 14(5) An owner, tenant or occupant shall not park a motor vehicle in a parking stall other than a parking stall allocated by the Strata Corporation for their strata lot.
- 14(6) An owner, tenant or occupant must:
- (a) park a motor vehicle only in areas designated or assigned for such purpose;
 - (b) ensure that their motor vehicle parked in the parking area does not extend into the alley way adjacent to the parking spaces;
 - (c) wash a vehicle only in the location(s) designated for vehicle washing. All excess water must be drained/removed after washing;
 - (d) stop to ensure that the underground parking gate is closed prior to proceeding when leaving or entering the underground parking area;
- 14(7) An owner, tenant or occupant must not:
- (a) rent or lease parking stalls/spaces designated for a strata lot to non-residents;
 - (b) park their vehicle in the marked areas at the front entrance which is reserved for service vehicles;
 - (c) park vehicles other than motor vehicles in the inside or outside parking areas unless special permission is given by the strata council;
 - (d) service, maintain or repair a motor vehicle on any limited common property or common property without the prior written approval of the Strata Corporation;
 - (e) drive any vehicle in excess of 10km/h on common property;
 - (f) use a vehicle to honk or create other noise, which is a nuisance, unless it is done in an attempt to avoid an accident;
 - (g) park or store any vehicle that drips oil or gasoline. An owner, tenant or occupant must immediately remove any dripped oil, gasoline or other automotive residue at their own expense;
 - (h) carry out any oil changes, major repairs or adjustments to motor vehicles or other mechanical equipment on common property or on any limited common property, except in the case of emergency;

- (i) leave a motor vehicle running and unattended nor leave a motor-vehicle unattended in a manner that may interfere with any use of any part of the parking facility;
- (j) store any noxious, hazardous or dangerous substances in a motor vehicle that uses the parking facility;
- (k) park the following on the common property or the limited common property:
 - 1. an uninsured, unlicensed motor vehicle, including cars, trucks, trailers, boats and motorcycles, without the prior written approval of the Strata Corporation, which said approval may be granted subject to conditions; or
 - 2. a motor home, recreational vehicle, boat, trailer, or commercial vehicle, or any other apparatus or items, without the prior written approval of the Strata Corporation, which said approval may be granted subject to conditions.

14(8) Visitor parking is permitted only in the outside parking stalls.

14(9) Two vehicles are permitted per strata lot, one parked inside and one outside. The Strata Corporation may temporarily assign a second parking spot inside.

14(10) Vehicle operation and parking is at the sole risk of the vehicle owner and the Strata Corporation makes no representation with respect to safety of the vehicle, passengers or contents. The Strata Corporation shall not be liable for any theft or other injury, loss or damage related to the operation or parking of a vehicle within the bounds of the strata plan.

14(11) A maximum of two (2) electric disability scooters, that are being used and not stored, can be plugged in and parked in the designated area in the parkade with strata council's permission.

14(12) This bylaw does not affect or prohibit parking for the specific purpose of doing construction or maintenance work for the benefit and improvement of the Strata Corporation's lands.

14(13) The Strata Corporation shall provide written notice of any violation of this bylaw to the owner or tenant and if the infraction is not corrected within twenty-four (24) hours from the date of delivery of such notice, the Strata Corporation, in addition to any other rights it may have, shall have the right to tow any vehicle which violates this bylaw.

14(14) Written notice of a further contravention of this bylaw is not required prior to towing in the event of a second or subsequent infraction of this bylaw.

14(15) The owner or tenant who caused or permitted the infraction of this bylaw shall indemnify the Strata Corporation and save it harmless from and against all costs incurred by the Strata Corporation, including towing costs, legal costs, as between a solicitor and his or her own client, and any other reasonable costs.

BYLAW 15 - STORAGE LOCKERS

15(1) The exclusive use of common property storage lockers is allocated to individual strata lots by the Strata Corporation for a maximum period of twelve (12) months (the "**Locker Allocation Term**") in accordance with section 76 of the Act.

15(2) Upon expiry of the Locker Allocation Term, the Locker Allocation Term is renewed automatically on the same terms and conditions as the Locker Allocation Term that has expired.

15(3) The Council may, at its discretion, charge monthly rent for a second storage locker. In such case:

- (a) the monthly rental rate is to be determined by the Council;
- (b) rent is due and payable in advance on the first day of each rental month; and,
- (c) if an owner fails to pay rent, the Strata Corporation may cancel the owner's right to use of the storage locker after having provided the owner ten (10) days' written notice.

15(4) An owner, tenant or occupant of a strata lot that has been allocated a storage locker by the Strata Corporation may not sublease or assign their storage locker privilege or permit their assigned storage locker to be used by any individual not occupying the owner's strata lot.

15(5) Owners must provide their own insurance for the contents of their assigned storage locker.

15(6) An owner, tenant or occupant must not use any part of the common property (other than established storage rooms or lockers) for storage without the written consent of the Council.

15(7) The storage locker must not be used for any illegal purpose nor cause any hazard, noise, odour or damage to adjacent lockers within that storage area.

DIVISION 6 - ALTERATIONS & RENOVATIONS

BYLAW 16 - OBTAIN APPROVAL BEFORE ALTERING A STRATA LOT

- 16(1) An owner must obtain the written approval of the Strata Corporation before making an alteration to a strata lot that involves any of the following:
- (a) the structure of a building;
 - (b) the exterior of a building;
 - (c) chimneys, stairs, balconies or other things attached to the exterior of a building;
 - (d) doors, windows or skylights on the exterior of a building, or that front on the common property;
 - (e) fences, railings or similar structures that enclose a patio, balcony or yard;
 - (f) common property located within the boundaries of a strata lot;
 - (g) a wall (ex. removing one);
 - (h) electrical systems;
 - (i) plumbing; and
 - (j) those parts of the strata lot which the Strata Corporation must insure under section 149 of the Act.
- 16(2) An owner, as part of its application to the Strata Corporation for permission to alter a strata lot must do the following:
- (a) Submit a signed Assumption of Liability Agreement (as made available by the Strata Corporation).
 - (b) Submit, in writing, to the Strata Corporation detailed plans, estimated timelines and descriptions of the intended alterations;
 - (c) Advise, in writing, the Strata Corporation of any period(s) during which the water supply to any strata lot is required to be shut off and any period(s) during which work that could reasonably be heard in neighboring strata lots is to take place;

- (d) Obtain all applicable permits, licenses and approvals from the appropriate government authorities and provide copies to the Strata Corporation; and
 - (e) Any other documents or information which the Strata Corporation may reasonably require in order to grant permission.
- 16(3) The Strata Corporation must not unreasonably withhold its approval under this bylaw 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 and to indemnify and save harmless the Strata Corporation for any future costs in connection with the alteration.
- 16(4) Any work for an alteration to a strata lot requiring the approval of the Strata Corporation must be commenced within sixty (60) days of its approval unless otherwise agreed to by the Council.
- 16(5) An owner who alters a strata lot without adhering to these Bylaws, must restore, at the owner's expense, the strata lot 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. The cost of such alteration shall be charged back by the Strata Corporation to the owner.

BYLAW 17 - OBTAIN APPROVAL BEFORE ALTERING COMMON PROPERTY

- 17(1) The ability of an owner to alter common property and permission obtained from the Strata Corporation is subject to section 71 of the Act, where applicable.
- 17(2) 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.
- 17(3) An owner, as part of its application to the Strata Corporation for permission to alter common property, limited common property or common assets must do the following:
- (a) Submit a signed Assumption of Liability Agreement (as made available by the Strata Corporation).
 - (b) Submit, in writing, to the Strata Corporation detailed plans, estimated timelines and descriptions of the intended alterations;
 - (c) Advise, in writing, the Strata Corporation of any period(s) during which the building/complex water supply is required to be shut off and any period(s) during which work that could reasonably be heard in neighboring strata lots is to take place;
 - (d) Obtain all applicable permits, licenses and approvals from the appropriate government authorities and provide copies to the Strata Corporation; and

- (e) Any other documents or information which the Strata Corporation may reasonably require in order to grant permission.
- 17(4) 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 and to indemnify and save harmless the Strata Corporation for any future costs in connection with the alteration.
- 17(5) The Strata Corporation may require as a condition of its approval that the owner agree, in writing, to restore the common property or limited common property to its former state on sale of the strata lot. This agreement shall be binding on all heirs and successors. If the owner, heirs or successors refuse or neglect to restore the alteration to its original condition, the Strata Corporation may conduct the restoration, at the expense of the owner and/or his or her heirs or successors. The cost of restoring the alteration shall be charged back to that owner.
- 17(6) Any work for an alteration to common property, limited common property or common assets must be commenced within sixty (60) days of its approval by the Strata Corporation unless otherwise agreed to by the Council.
- 17(7) An owner who alters common property, limited common property or common assets without adhering to these Bylaws, must restore, at the owner's expense, the common property, limited common property or common asset 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. The cost of such alteration shall be charged back by the Strata Corporation to the owner.

BYLAW 18 - RENOVATIONS / ALTERATIONS

- 18(1) For the purposes of this bylaw, "**Renovation Work**" is any alteration to a strata lot or to common property (including limited common property) that requires the written approval of the Strata Corporation under these Bylaws and that is undertaken by or on behalf of an owner.

"**Noisy Work**" is Renovation Work that may significantly disturb other owners, tenants and occupants while within their respective strata lot or on common property and includes but is not limited to work such as jackhammering, drilling and hammering.
- 18(2) Within seven (7) days prior to the start of any Renovation Work, an owner must provide a written schedule to the Strata Corporation containing the following information:
 - a) The anticipated start date and end date of the Renovation Work;

- b) Scheduled or anticipated date(s) for the arrival of trade persons or the delivery of materials;
- c) Any anticipated period(s) of time during which Noisy Work is to be performed; and,
- d) Any schedule or anticipated period(s) of time during which water supply to any strata lot is required to be shut off.

(collectively, the "**Project Schedule**")

- 18(3) An owner must promptly advise the Council, in writing, of any changes to the Project Schedule as may occur during the Renovation Work.
- 18(4) The Council may require an owner or an owner's agent to be in attendance during all or any part of the Renovation Work, at the discretion of the Council.
- 18(5) Subject to subsection (6) of this bylaw, Renovation Work is permitted only between the hours of 8:00am and 5:00pm, Monday through Friday, and 10:00am to 5:00pm, on Saturdays. No Renovation Work is permitted on statutory holidays or on Sundays.
- 18(6) Upon application by an owner and on a case-by-case basis, the Council may allow for an exception to permitted dates and times of Renovation Work and Noisy Work under these Bylaws.
- 18(7) An owner must ensure that:
 - (a) all trade persons carrying out Renovation Work are licensed, bonded and insured and covered by WorkSafe BC;
 - (b) no trade parking is permitted at the front of the building except temporarily to load and unload construction materials, tools and equipment.
 - (c) stairs, lobbies and hallways are cleaned daily during the alteration by the owner;

An owner must not:

- (d) permit any construction debris, materials or packaging to be deposited in the Strata Corporation's disposal containers.
 - (e) leave entry doors open and unattended when moving construction materials, tools or equipment.
- 18(8) An owner performing or contracting with others to perform renovations or alterations will be responsible, financially and otherwise, for ensuring that any and all required

permits and licenses are obtained and that the work conforms in all respects with prevailing legislation, local bylaws and building codes.

- 18(9) If the Strata Corporation receives a complaint with respect to unreasonable noise associated an alteration, the Strata Corporation may order that the work cease immediately and not be resumed without written permission of the Strata Corporation on whatever conditions the Council deems appropriate. This remedy applies in addition to any fines or other bylaw enforcement options available to the Strata Corporation.

BYLAW 19 - PERMITTED FLOORING

- 19(1) For the purpose of this bylaw, "**satisfactory sound insulation**" includes those underlays with a stated, field-tested impact insulation class (FIIC) of 70 or higher.
- 19(2) No flooring may be installed or replaced in a residential strata lot by an owner, tenant or occupant unless the owner has received prior written approval from the Strata Corporation in accordance with this bylaw.
- 19(3) When making an application for flooring, the owner must include a signed Assumption of Liability Agreement (in the form made available by the Strata Corporation), along with the sound insulation rating of any proposed underlay to be installed and description of the proposed flooring installation.
- 19(4) When considering an owner's application for flooring, the Strata Corporation may require the owner to take steps to reduce noise transmission, including but not limited to installing Satisfactory Sound Insulation and/or covering the flooring with rugs or carpets in high traffic areas.
- 19(5) The Strata Corporation can make reasonable accommodation for a resident who has proven a physical disability that, in the reasonable discretion of Council, requires an alternative type of flooring to be used pursuant to section 8 of the *Human Rights Code*, but may still require evidence from an expert on flooring and may require the owner to take the steps necessary to reduce noise transmission as set out in this bylaw.
- 19(6) Where a strata lot has any other type of flooring other than wall-to-wall carpeting with underlay and the Council has received two (2) complaints pertaining to flooring-related sound transfer coming from that strata lot, the Strata Corporation may require the owner to take steps to reduce noise transmission, including but not limited to covering the flooring with area rugs or carpets. This subsection does not preclude the Strata Corporation from taking other enforcement mechanisms available under these Bylaws.

DIVISION 7 - POWERS AND DUTIES OF STRATA CORPORATION

BYLAW 20 - REPAIR AND MAINTENANCE OF PROPERTY BY STRATA CORPORATION

20(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:
 - 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. chimneys, stairs, balconies and other things attached to the exterior of a building;
 - iv. doors, windows and skylights on the exterior of a building or that front on the common property;
 - v. fences, railings and similar structures that enclose patios, 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 a building,
 - 3. chimneys, stairs, balconies and other things attached to the exterior of a building,
 - 4. doors, windows and skylights on the exterior of a building or that front on the common property, and

5. fences, railings and similar structures that enclose patios, balconies and yards.
- 20(2) All expenses, charges and costs of maintenance, repair or replacement of the common elements and the assets of the Strata Corporation and any other expenses, charges or costs which the Strata may incur or expend pursuant to its duties shall be assessed by the Strata Corporation.
- 20(3) The duties of the Strata Corporation shall include, but shall not be limited to, the following:
- (a) the operation, care upkeep, maintenance and repair of the common elements;
 - (b) the collection of contributions towards common expenses from the owners;
 - (c) the arranging for the supply of utilities to the common elements and the strata lots, unless separately metered, except where prevented from carrying out such duty by reason of any event beyond the reasonable control of the Strata Corporation.

BYLAW 21 - ACQUISITION OR DISPOSAL OF PERSONAL PROPERTY

- 21(1) The Strata Corporation may acquire personal property for the use of the Strata Corporation or dispose of personal property of the Strata Corporation if the personal property has a market value which does not exceed one thousand (\$1,000.00) dollars. If the market value of the personal property exceeds this amount, then a resolution passed by a three-quarter ($\frac{3}{4}$) vote at an annual or special general meeting is required to either acquire or dispose of personal property.

DIVISION 8 - COUNCIL

BYLAW 22 - COUNCIL SIZE

- 22(1) Subject to subsection (2), the Council must have at least three (3) and not more than seven (7) members.
- 22(2) If the strata plan has fewer than four (4) strata lots or the Strata Corporation has fewer than four (4) owners, all the owners are on Council.

BYLAW 23 - ELIGIBILITY FOR COUNCIL

- 23(1) The only persons who may be Council members are the following:

- (a) Owners;
 - (b) Individuals representing corporate owners provided that the corporate owner authorizes the individual to represent it and submits written consent to that effect to the Strata Corporation.
 - (c) a spouse of an owner residing who is not registered on title provided that the owner submits written consent to the Strata Corporation authorizing the spouse to stand for Council;
 - (d) a family member of an owner residing who is not registered on title provided that the owner submits written consent to the Strata Corporation authorizing the family member to stand for Council;
 - (e) a partner to a registered owner provided that the owner submits written consent to the Strata Corporation authorizing the partner to stand for Council; and
 - (f) tenants who, under section 147 of 148 of the Act, have been assigned a landlord's right to stand for Council on the condition that the assignment is effective and documents evidencing the assignment including the name of the tenant, the power and duties assigned and the effective time period for the assignment have been given to the Strata Corporation by the landlord.
- 23(2) Irrespective of the number of registered owners on title for a strata lot, no strata lot shall be represented on Council by more than one owner or one authorized representative of that owner.
- 23(3) No person shall stand for Council or 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.
- 23(4) If a Council member is unable to continue to be on Council pursuant to these Bylaws, then that Council member is deemed to have resigned.

BYLAW 24 - COUNCIL MEMBERS' TERMS

- 24(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.
- 24(2) A person whose term as Council member is ending is eligible for re-election.

BYLAW 25 - REMOVING COUNCIL MEMBER

- 25(1) Unless all the owners are on the Council, the Strata Corporation may, by a resolution passed by a three-quarter (3/4) vote at an annual or special general meeting, remove one or more Council members.
- 25(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.

BYLAW 26 - REPLACING COUNCIL MEMBER

- 26(1) If a Council member resigns or is unwilling or unable to act for a period of two (2) or more months, the remaining members of the Council may appoint a replacement Council member for the remainder of the term.
- 26(2) A replacement Council member may be appointed from any person eligible to sit on the Council.
- 26(3) The Council may appoint a Council member pursuant to this bylaw even if the absence of the member being replaced leaves the Council without a quorum.
- 26(4) If all the members of the Council resign or are unwilling or unable to act for a period of two (2) or more months, persons holding at least twenty-five (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 Regulation and the Bylaws respecting the calling and holding of meetings.

BYLAW 27 - OFFICERS

- 27(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.
- 27(2) A person may hold more than one office at a time, other than the offices of president and vice president.
- 27(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.

27(4) If an officer other than the president is unwilling or unable to act for a period of two (2) or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

BYLAW 28 - CALLING COUNCIL MEETINGS

28(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.

28(2) The notice must be in writing.

28(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 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.

28(4) The Council must inform owners about a Council meeting as soon as feasible after the meeting has been called.

BYLAW 29 - REQUISITION OF COUNCIL HEARING

29(1) By application in writing, stating the reason for the request, an owner or tenant may request a hearing at a Council meeting.

29(2) If a hearing is requested under subsection (1) of this bylaw, the Council must hold a meeting to hear the applicant within four (4) weeks of the date of receipt of the request by the Council.

29(3) Observers cannot attend hearings.

29(4) Authorized representatives may assist the applicant at the hearing with the applicant's consent. Other authorized persons, excluding observers, may attend and participate at the hearing with prior approval of the applicant and council.

29(5) 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 (1) week of the hearing.

BYLAW 30 - QUORUM OF COUNCIL

30(1) A quorum of the Council is

- (a) One (1), if the Council consists of one (1) member,
- (b) Two (2), if the Council consists of 2, 3 or 4 members,
- (c) Three (3), if the Council consists of 5 or 6 members, and
- (d) Four (4), if the Council consists of 7 members.

30(2) Council members must be present in person at the Council meeting to be counted in establishing quorum.

BYLAW 31 - COUNCIL MEETINGS

31(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.

31(2) If a Council meeting is held by electronic means, Council members are deemed to be present in person.

31(3) Owners may attend Council meetings as observers.

31(4) Despite subsection (3) of this bylaw, no observers may attend those portions of Council meetings that deal with any of the following:

- (a) bylaw contravention hearings under section 135 of the Act;
- (b) rental restriction bylaw exemption hearings under section 144 of the Act;
- (c) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.

BYLAW 32 - VOTING AT COUNCIL MEETINGS

32(1) At Council meetings, decisions must be made by a majority of Council members present in person at the meeting.

32(2) If there is a tie vote at a Council meeting, the president may break the tie by casting a second, deciding vote.

32(3) The results of all votes at a Council meeting must be recorded in the Council meeting minutes.

BYLAW 33 - COUNCIL TO INFORM OWNERS OF MINUTES

33(1) The Council must inform owners of the minutes of all council meetings within two (2) weeks of the meeting, whether or not the minutes have been approved.

BYLAW 34 - DELEGATION OF COUNCIL'S POWERS AND DUTIES

- 34(1) Subject to subsection (2) of this bylaw, 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.
- 34(2) 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;
 - (c) whether a person should be denied access to a recreational facility; or
 - (d) all legal matters including the taking of advice and giving of instructions to legal counsel

BYLAW 35 - SPENDING RESTRICTIONS

- 35(1) If a proposed expenditure has not been put forward for approval in the budget or at an annual or special general meeting, the Strata Corporation may only make the expenditure in accordance with this bylaw.
- 35(2) The Council may make an unapproved, discretionary expenditure out of the operating fund if the expenditure, together with all other unapproved expenditures, whether of the same type or not, that were made under this subsection in the same fiscal year are less than five thousand (\$5,000.00) dollars.
- 35(3) Notwithstanding anything in this bylaw, a Council member may make an unapproved, immediate expenditure out of the operating fund or the contingency reserve fund if there are reasonable grounds to believe that such expenditure is necessary to ensure safety or prevent significant loss or damage, whether physical or otherwise.
- 35(4) Any expenditure made under subsection (3) of this bylaw must not exceed the minimum amount needed to ensure safety or prevent significant loss or damage and the Strata Corporation must inform the owners about such expenditure as soon as feasible.

BYLAW 36 - LIMITATION ON LIABILITY OF COUNCIL MEMBER

- 36(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.

- 36(2) Subsection (1) of this bylaw does not affect a Council member's liability, as an owner, for a judgment against the Strata Corporation.

DIVISION 9 - ENFORCEMENT OF BYLAWS AND RULES

BYLAW 37 - RECOVERY OF COSTS

- 37(1) Any infraction or violation of these Bylaws or any Rules established pursuant to these Bylaws or the Act on the part of an owner, his employees, agents, visitors or tenants may be corrected, remedied or cured by the Strata Corporation and any costs or expenses, including legal costs, expended or incurred by the Strata Corporation in investigating, correcting, remedying or curing such infraction or violation (including the cost of an injunction), shall be charged to such owner.
- 37(2) For the purposes of this bylaw, legal costs are comprised of fees, taxes and disbursements and other related expenses, as between a solicitor and his or her own client or on a full indemnity basis.
- 37(3) For the purposes of section 133(2) of the Act, "reasonable costs of remedying the contravention" of the Strata Corporation's Bylaws or Rules shall be interpreted to include, but not be limited to, legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his or her own client or on a full indemnity basis.
- 37(4) Any legal costs or expenses incurred by the Strata Corporation to collect any arrears or any contravention of a bylaw, rule, regulation or the Act shall be charged to that owner.
- 37(5) The Strata Corporation may recover from any owner by an action for debt in any court of competent jurisdiction any sum of money which the Strata Corporation is required to expend as a result of any act or omission by the owner, his servants, agents, or visitors, which violates these Bylaws or any Rules established pursuant to these Bylaws, and there shall be added to any amount found due, all costs of such action including legal costs as between solicitor and client.

BYLAW 38 - MAXIMUM FINE

- 38(1) Except where otherwise indicated in a specific bylaw, the Strata Corporation may fine an owner or tenant a maximum of:
- (a) \$200.00 for each contravention of a bylaw, and

- (b) \$50.00 for each contravention of a rule.
- (c) \$500.00 for each contravention of a rental bylaw.
- (d) \$1,000.00 for each contravention of a bylaw that prohibits or limits use of all or part of a residential strata lot for remuneration as vacation, travel, short-term or temporary accommodation.

BYLAW 39 - CONTINUING CONTRAVENTION

- 39(1) If an activity or lack of activity that constitutes a contravention of a bylaw or rule continues, without interruption, for longer than seven (7) days, a fine may be imposed every seven (7) days.
- 39(2) In case of a bylaw that prohibits or limits use of all or part of a residential strata lot for remuneration as vacation, travel, short-term or temporary accommodation, if an activity that constitutes a contravention of such bylaw continues, without interruption, for longer than one (1) day, a fine may be imposed daily.

BYLAW 40 - DENIAL OF ACCESS TO RECREATIONAL FACILITIES

- 40(1) The Strata Corporation may, for a reasonable length of time, deny an owner, tenant or occupant or visitor or any person who has the right to use the recreational facility pursuant to a joint use agreement between the subject Strata Corporation and any participating Strata Corporation, the use of a recreational facility that is common property or a common asset if the owner, tenant occupant or visitor has contravened a bylaw or rule relating to the recreational facility.

DIVISION 10 - ANNUAL AND SPECIAL GENERAL MEETINGS

BYLAW 41 - QUORUM

- 41(1) A quorum for an annual or special general meeting is one third (1/3) of Eligible Voters holding the Strata Corporation's votes who are present in person or by proxy.
- 41(2) Family members of an owner who are not themselves registered owners may attend annual or special general meetings as guests.
- 41(3) If within fifteen (15) minutes from the time appointed for an annual or special general meeting, a quorum is not present, the meeting, if convened upon a requisition, shall be

dissolved. In any other case, the meeting shall stand adjourned to thirty (30) minutes from the appointed time at the same place. If at the time to which the meeting is adjourned a quorum is still not present, the person or persons present or being represented by proxy or owner or owners entitled to attend and vote at the meeting shall be a quorum.

- 41(4) This bylaw is an alternative to section 48(3) of the Act. Subsection (2) of this bylaw does not apply to a meeting demanded pursuant to section 43 of the Act and failure to obtain a quorum for a meeting demanded pursuant to section 43 terminates, and does not adjourn, that meeting.

BYLAW 42 - PERSON TO CHAIR MEETING

- 42(1) Annual and special general meetings must be chaired by the president of the Council.
- 42(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.
- 42(3) If neither the president nor the vice president of the Council are willing or able to chair the meeting, a chair must be elected by majority vote by the Eligible Voters present in person or by proxy from among those persons who are present at the meeting.

BYLAW 43 - ELECTRONIC ATTENDANCE & ELECTRONIC GENERAL MEETINGS

- 43(1) For this bylaw, "**authorized participant**" means an agent of the Strata Corporation including a strata manager, legal counsel, insurance agent or any other person authorized by the Council to attend the meeting.
- 43(2) As made available by the Council, an owner may attend at any annual or special general meeting by videoconference, teleconference or any other electronic means if the method permits all authorized participants and eligible voters participating in the meeting to communicate with each other during the meeting through an electronic platform or teleconference.
- 43(3) The Strata Corporation may hold any annual or special general meeting entirely by videoconference, teleconference or any other electronic means (the "**electronic general meeting**") if the method permits all authorized participants and eligible voters participating in the meeting to communicate with each other during the meeting through an electronic platform or teleconference.
- 43(4) If the Strata Corporation holds an Electronic General Meeting, eligible voters are deemed to be present in person or by proxy.

- 43(5) The chairperson of the Electronic General Meeting may appoint authorized participants or eligible voters to assist with practice and procedure during the meeting.
- 43(6) At an Electronic General Meeting, registration, verification of proxies, participation and quorum of eligible voters in person or by proxy must be confirmed by the chair at the beginning of the meeting by calling the roll or any other method that confirms eligible voters present in person or by proxy.
- 43(7) At an Electronic General Meeting, if a precise vote is requested, the chair may use any one or a combination of the following methods to allow eligible voters to cast their votes:
- (a) email to a designated email address during a designated voting window;
 - (b) show of voting cards if visual electronic communication is available;
 - (c) call of the roll;
 - (d) hand delivery of the ballots to a designated location;
 - (e) a polling feature on the electronic platform used to hold the meeting;
 - (f) any other electronic method that identifies votes of eligible voters.
- 43(8) Notwithstanding any other bylaw, a vote may not be conducted by secret ballot at an Electronic General Meeting.
- 43(9) At an Electronic General Meeting, amendments to resolutions and the budget may be voted upon by calling the roll or by any other electronic method so long as the chair can determine the outcome of the vote by all eligible voters during the meeting.
- 43(10) After the voting window is closed at the Electronic General Meeting:
- (a) the total number of votes cast by the registered eligible voters on each resolution will be calculated;
 - (b) the chair will announce the outcome of the vote for each resolution including the total number of votes cast, the number of votes in favour, against, abstentions and whether the resolution was approved or defeated; and,
 - (c) the outcome of the vote must be recorded in the minutes of the meeting.
- 43(11) The order of business at an Electronic General Meeting is as follows:
- (a) Register eligible voters and certify proxies;

- (b) verify eligible voters present in person or by proxy and participating in the meeting by calling the roll;
- (c) call the meeting to order;
- (d) establish and announce quorum;
- (e) elect a person to chair the meeting, if necessary;
- (f) report the method of notice of the meeting;
- (g) approve the agenda;
- (h) review procedures and voting methods for the meeting;
- (i) approve minutes of the previous annual or special general meeting;
- (j) review reports that relate to the order of business;
- (k) ratify any new rules made by the strata corporation under section 125 of the Act included in the notice of meeting;
- (l) report on insurance coverage as part of an electronic annual general meeting in accordance with section 154 of the Act;
- (m) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an electronic annual general meeting;
- (n) deal with new business and resolutions, including any matters about which notice has been given under section 45 of the Act;
- (o) confirm the method for electing council;
- (p) conduct balloting and vote on agenda items, resolutions and/or elect a council, as applicable, using the voting methods adopted for the meeting;
- (q) terminate the meeting.

43(12) The order of business at an Electronic General Meeting may be changed by a majority vote at the meeting.

43(13) The Strata Corporation must keep all ballots and proxies for an Electronic General Meeting for a period of two (2) years, or as otherwise determined by the eligible voters by majority vote, after which they will be destroyed.

BYLAW 44 - VOTING

- 44(1) At an annual or special general meeting, voting cards must be issued to Eligible Voters.
- 44(2) If the Strata Corporation is entitled to register a lien against a strata lot under section 116(1) of the Act, then the vote for that strata lot shall not be exercised at any annual or special general meeting, except on matters requiring a unanimous vote.
- 44(3) Late arrivals to a meeting will not be eligible to cast a vote on a resolution for which the voting has already begun.
- 44(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.
- 44(5) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, marked ballot or some other method.
- 44(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.
- 44(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.
- 44(8) Notwithstanding anything else stipulated by this bylaw, an election of Council or any other vote must be held by marked ballot, if the marked ballot is requested by an Eligible Voter.

BYLAW 45 - ORDER OF BUSINESS

- 45(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.

45(2) The meeting shall be conducted as the chair sees fit.

BYLAW 46 - VIDEO OR AUDIO RECORDING AT MEETINGS

46(1) No audio or visual recording device may be used at a Council meeting or general meeting without prior approval of the majority of eligible voters, who are present in person or by proxy at the time that the vote is taken.

BYLAW 47 - SUMMARY FINANCIAL STATEMENTS

47(1) Pursuant to section 6.7(3) of the *Strata Property Regulation* (as amended), the Strata Corporation may distribute, with its Notice of Annual General Meeting, financial statements in summary form.

DIVISION 11 - LEGAL PROCEEDINGS

BYLAW 48 - SMALL CLAIMS ACTIONS

48(1) Notwithstanding section 171 of the Act, the Council may, at its sole discretion, commence proceedings under the *Small Claims Act* against an owner or other person to collect

money owing to the Strata Corporation without authorization from the Strata Corporation. The Council may commence the proceedings to collect the monies owing to the Strata Corporation for any reason, including but not limited to monies owing by an owner or tenant for a fine or to recover the deductible portion of an insurance claim if the person is responsible for the loss or damage that gave rise to the claim.

DIVISION 12 - RESIDENTIAL RENTALS

BYLAW 49 - RESIDENTIAL RENTAL PROHIBITION

- 49(1) Pursuant to section 141 of the Act and subject to any exemptions provided for under the said Act, the lease or rental of residential strata lots (or any parts thereof) is prohibited.
- 49(2) This bylaw does not apply to prevent the rental of a strata lot to a member of the owner's family.
- 49(3) "**Family**" or "**Family Member**" means a spouse of the owner, a parent or child of the owner, or a parent or child of the Spouse of the owner.
- 49(4) "**Spouse of the owner**" is a partner to the registered owner.
- 49(5) Rentals may be permitted pursuant to section 144 of the Act on grounds that the Bylaws create a hardship on the owner.
- 49(6) An owner may provide a written application to the Strata Corporation for permission to rent on grounds of hardship stating the following:
- (a) The reason the owner thinks an exemption should be made; and
 - (b) Whether the owner wishes a hearing.
- 49(7) If the owner wishes a hearing, the Strata Corporation must hear the owner or the owner's agent within four (4) weeks after the date the application is given to the Strata Corporation.
- 49(8) An exemption is allowed if the Strata Corporation does not give its decision in writing to the owner:
- (a) If a hearing is held, within one (1) week after the hearing; or

- (b) If no hearing requested, within two (2) weeks after the application is given to the Strata Corporation; or
 - (c) If the owner requests a hearing under subsection (7) of this bylaw and the Strata Corporation does not hold a hearing, within four (4) weeks after the date the application is given to the Strata Corporation.
- 49(9) An exemption granted by the Strata Corporation may be for a limited time.
- 49(10) The Strata Corporation must not unreasonably refuse to grant an exemption based on hardship.
- 49(11) Where a rental is allowed pursuant to an exemption provided for under the Act, within two (2) weeks of renting a strata lot, the owner shall give the Strata Corporation a copy of the Form K – Notice of Tenant's Responsibilities signed by the tenant, in accordance with section 146 of the Act or as otherwise prescribed by the Act.

DIVISION 13 - SALES

BYLAW 50 - SALE OF STRATA LOT

- 50(1) An owner must ensure that the owner's real estate agent complies with this bylaw and will be responsible for the acts or omissions of the owner's real estate agent regardless of whether the owner had knowledge of them at the time of their occurrence.
- 50(2) An owner or their agent shall post signage to advertise the sale of the strata lot only in designated locations approved by Strata Corporation.
- 50(3) An owner or their agent may only hang lock boxes on unit doors.
- 50(4) An owner or the owner's real estate agent must always accompany any person viewing a strata lot for sale or rental purposes while the person is on the common property.
- 50(5) An owner, tenant or occupant shall remove all goods and objects from the common property and strata lot the day before possession date.
- 50(6) Any goods or objects not so removed shall be deemed abandoned and may be removed by the Strata Corporation or its agents and disposed of or sold in a manner determined by the Council in its sole and absolute discretion. Any reasonable costs incurred by the Strata Corporation, including reasonable legal costs as between solicitor and his own

client, may be deducted from the proceeds of the sale of the goods. Surplus proceeds, if any, shall be paid by the Strata Corporation to the owner of such goods and objects.

BYLAW 51 - MOVING

- 51(1) When moving in or out of the building, an owner, tenant or occupant must:
- (a) Provide the Strata Corporation with at least seventy-two (72) hours' prior written notice; and,
 - (b) Perform or permit such moves only during such times and in such manner as stipulated by the Strata Corporation, from time to time;
- 51(2) Funds collected under this bylaw shall be made available at the discretion of Council to carry out repairs or maintenance related to the effects of moving-in or moving-out of the Strata Corporation.
- 51(3) If the common property is damaged or if boxes and waste are left behind as a result of moving in or out of the building, the Strata Corporation may do what is reasonably necessary to repair such damage or clean up such mess.

DIVISION 14 - INSURANCE

BYLAW 52 - INSURANCE DEDUCTIBLE

- 52(1) An owner shall reimburse the Strata Corporation for the expense of any investigation, maintenance, repair or replacement of any loss or damage to any owner's strata lot, the common property, the limited common property or the contents of same if:
- (a) The owner is responsible for the loss or damage; or
 - (b) If the loss or damage arises out of or is caused by or results from an act, omission, negligence or carelessness of:
 - 1. that owner;
 - 2. any member of the owner's family;
 - 3. the owner's visitors, employees, contractors, agents, tenants, or volunteers;

but only to the extent that such expense is not met by the proceeds received from any applicable insurance policy, excluding the insurance deductible which is the responsibility of the owner.

52(2) For greater certainty, an owner shall be deemed to be responsible even if that owner is not negligent and such responsibility shall be construed on a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act, plus repair costs and other related costs or expenses not covered by proceeds from insurance.

52(3) Without restricting the generality of the foregoing, an owner is responsible for:

(a) Any water escape damage from that owner's strata lot or any other type of damage caused by or arising out of the operation of any appliance, equipment or fixture located in the owner's strata lot including, but not limited to the following:

1. Dishwasher;
2. Refrigerator with ice/water dispensing capabilities;
3. Garburator;
4. Washing machine;
5. Toilet, sink, bathtub and/or shower;
6. Air conditioner;
7. Plumbing pipes, fixtures and hoses located wholly within the strata lot and accessible to the owner;
8. Fireplace;
9. Any other similar type of appliance, equipment or fixture;
10. Any damage arising out of any alteration or addition to the strata lot, the limited common property or the common property installed by that owner or a prior owner of that strata lot; or
11. Any damage to property that an owner is required to repair and maintain.

52(4) An owner shall indemnify and save harmless the Strata Corporation from the expense of any maintenance, repair or replacement rendered necessary to common property or other assets of the Strata Corporation or to any other unit owned by any other owner, including the owner's unit, as a result of damage arising from a grow operation,

clandestine laboratory or other illegal activity installed in or operating from the owner's unit in the Strata Corporation, but only to the extent that such expense is not reimbursed by the proceeds received by operation of any insurance policy held by the Strata Corporation. In such circumstances, any insurance deductible paid or payable by the Strata Corporation shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and will be charged to the owner.

- 52(5) For the purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus an uninsured repair costs and related legal costs shall be charged to the owner's account.
- 52(6) This bylaw does not in any way limit the Strata Corporation's ability to sue an owner in order to recover the deductible portion of an insurance claim if the owner is responsible.

DIVISION 15 - SECURITY

BYLAW 53 - SECURITY

- 53(1) An owner, tenant or occupant must:
- (a) ensure that all entry doors to the building/complex are securely closed and locked after they enter the building;
 - (b) notify Strata Corporation immediately of any lost entry key, fobs or other means of entry. The cost of replacing the lost entry keys and fobs will be charged back to the owner of the strata lot;
 - (c) provide the Council with a spare key to their unit for emergencies or be responsible for the replacement of the locking devices and any damage to the door and doorframe;
 - (d) pay for replacing strata lot and mailbox keys if keys require replacement;
 - (e) report any lost, misplaced, stolen keys or fob to the Council as soon as possible;
 - (f) pay for all expenses related to rekeying all exterior doors and providing all owners with replacements keys if they lose the exterior door key;

- (g) report any suspicious person or activities to the Strata Corporation. The report must be in writing and should include the owner, tenant or occupant's name, unit number, phone number, date time and brief description of the person or activity;
- (h) ensure the parkade door is closed before driving to the assigned parking stall or exiting the parking facility;

53(2) An owner, tenant or occupant must not:

- (a) allow anyone into the building except for other owners, tenants and occupants of their strata lot or their visitors;
- (b) leave entry doors to the building open;
- (c) make duplicate copies of the exterior door key (maximum of two per strata lot);

DIVISION 16 - PRIVACY

BYLAW 54 - PRIVACY POLICY

54(1) Under the *Personal Information Protection Act* ("**PIPA**"), the Strata Corporation may collect, from time to time, certain personal information of owners, tenants, and occupants ("**Personal Information**") including but not limited to:

- (a) The name, homes address, and home telephone and/or cell phone number of owners, tenants and occupants;
- (b) Email addresses;
- (c) Banking information, in the case of owners, for payment of strata fees;
- (d) Video images and voice recordings obtained during the use and operation of the video surveillance system installed or to be installed in the building/complex by the Strata Corporation in the following locations, with signage noting operation and monitoring and operational twenty-four (24) hours a day, seven (7) days a week:
 - 1. Exterior entrance/exit locations for pedestrian and vehicle traffic;
 - 2. Interior entrance/exit locations in common areas;

3. As needed in other interior/exterior common property or limited common property areas to address security, physical safety, illegal actions or serious bylaw infractions.
- (e) Information and data recorded and collected during the use and operation of the access control system (e.g. key fobs) installed in the building/complex that monitors access to and from the common areas.
- 54(2) Unless the purposes for collecting the Personal Information are obvious and the owner, tenant or occupant voluntarily provides his or her Personal Information for those purposes, subject to the exceptions set out in subsection (3) of this bylaw, the Strata Corporation will communicate the purposes for which Personal Information is being collected, either orally or in writing, before or at the time of collection.
- 54(3) Personal Information recorded and collected will not be disclosed to any person, other than the building manager, the Strata Corporation's managing agent (i.e. property manager), elected members of the Council while exercising the powers and performing the duties of the Strata Corporation, the Strata Corporation's legal counsel, and/or law enforcement personnel except:
- (a) When required or authorized by law to do so.
 - (b) When disclosure is consented to in writing by an owner, tenant or occupant.
 - (c) To update banking or financial records.
 - (d) When required to collect outstanding strata fees or other amounts due and payable to the Strata Corporation.
 - (e) During a criminal investigation involving vandalism to or theft of common property or common assets of the Strata Corporation, vandalism to or theft of personal belongings of owners, tenants and occupants or visitors, or the physical assault or an owner, tenant or occupant or visitor.
 - (f) In an emergency that threatens an individual's life, health or personal security.
- 54(4) The Strata Corporation will take all reasonable precautions to ensure that personal information is kept safe from loss, unauthorized access, modification or disclosure.
- 54(5) This bylaw authorizes the collection of personal information using the video surveillance system and access control system for the following purposes only:
- (a) To monitor access to and from the common property areas of the building/complex;

- (b) To protect personal property of owners, tenants and occupants and visitors;
 - (c) To protect common property and common assets of the Strata Corporation;
 - (d) To protect the security and physical safety of owners, tenants and occupants of and visitors to the building/complex.
- 54(6) Personal Information collected from the use and operation of the video surveillance system and access control system is retained by way of electronic data storage for up to seven (7) days on the Strata Corporation's computer data storage system, at which time the personal information is permanently deleted from the system's computer hard drives. If an incident is reported within the seven (7) day period and a request is made to view the recording of a specific individual's personal information, relevant portions of the stored data can be copied to an exterior storage device for further review.
- 54(7) Owners, tenants and occupants have a right to access their Personal Information, subject to limited exceptions:
- (a) Where the Personal Information is protected from disclosure by solicitor-client privilege;
 - (b) Where disclosure would reveal Personal Information about another individual;
 - (c) Where the disclosure would reveal the identity of an individual who has provided Personal Information about another individual, and the individual providing the Personal Information does not consent to disclosure of his or her identity;
 - (d) Where the Personal Information was collected or created by a mediator or arbitrator in the conduct of a mediation or arbitration for which he or she was appointed to act (a) until a collective agreement; (b) under an enactment; or (c) by a court; or
 - (e) Where the information is in a document that is subject to a solicitor's lien.
- 54(8) Requests for access to view a specific individual's personal information, other than access to view those portions of the video surveillance or access control system that contain personal information for the individual requesting access, must be made in writing and delivered to the Strata Corporation. The Strata Corporation will require verification of the applicant's identity. The applicant must provide sufficient detail to identify the personal information being sought. Subject to *PIPA* and these Bylaws, the Strata Corporation will make the requested information available within fourteen (14) days from the date of the request and copies will be provided for a reasonable fee.
- 54(9) Request for access to view personal information recorded and collected using the video surveillance system and the access control system must be made in writing and may be

emailed to the Strata Corporation. Provided that the personal information has not previously been recorded over, and subject to *PIPA* and these Bylaws, the Strata Corporation will make the requested stored data available for inspection within seven (7) days from the date of the request.

- 54(10) The Strata Corporation makes no representations or guarantees that the video surveillance or fob keys will be operational at all times and is therefore not liable or otherwise responsible for personal security or personal property in a monitored area in the event the video surveillance or fob key system fails to operate.

DIVISION 17 - MISCELLANEOUS

BYLAW 55 - SEVERABILITY

- 55(1) The provisions set out in these Bylaws shall be deemed independent and severable and the invalidity in whole or in part of any one bylaw or provision does not affect the validity of the remaining Bylaws, which shall continue in full force and effect as if such invalid portion had never been included in these Bylaws.