

THE HUNTINGTON – NW2932 RULES – Ratified September 20th, 2017

*****New parking rule 18 was ratified at September 16th, 2019 AGM**

Penalties are provided in the bylaws for non-compliance with the following:

PARKING – VISITOR AND RENTAL

1. Rental spaces shall not be sublet or rented to anyone not living on the site
2. Rental parking is restricted to a maximum of two rental spots per strata lot
3. Based on availability of rental parking spots and on the status of the Council managed rental parking wait list:
 - a. Rental parking is restricted to one rental parking spot to those strata lots where the occupants own and regularly operate a second vehicle, including cars, trucks, trailers, boats and motorcycles.
 - b. Rental parking is restricted to one additional rental parking spot to those strata lots where the occupants own and regularly operate a third vehicle, including cars, trucks, trailers, boats and motorcycles
4. An owner tenant or occupant shall not park on common property or limited common property a “stored” vehicle, including cars or trucks without the prior written consent of the Council.
5. Auto repairs or oil changes are not permitted on-site. Oil or other drippings from vehicles shall be cleaned up by owners at their expense
6. Car washing is restricted to the designated car wash area only
7. General cleanup of parking spaces is the responsibility of the owners
8. Recreational vehicles, trailers or boats longer than 20’ may not be parked on-site
9. All visitors are to use the designated visitor parking spaces only, as available. A visitor is defined as a guest of any Owner, Tenant, and Occupant or a known, designated contractor or repair person.
10. It is the Owner’s, Tenant’s, Occupant’s responsibility to inform their visitors of these rules.
11. Visitors parking on common property do so at their own risk.
12. Visitors may only park on common property for up to 24 hours within a 7 day period and the Owner’s Visitor Parking pass must be displayed in a manner that shows the Unit number the parking pass is assigned to.

13. Owners having a Visitor who will be staying longer than 24 hours in a 7 day period may apply to Council for an exemption.
14. There shall be no parking on the roadways within the complex, including the entrance driveway or in front of the individually assigned parking spaces.
15. Owners, Tenants and Occupants shall not park their vehicles in the Visitor Parking spaces at any time.
16. Violations will be dealt with in the following manner:
 - a. First offence – If they can be identified; written warning to Unit Owner
 - b. Subsequent offences - The vehicle will be towed, without warning at the vehicle owner's risk and expense; and,
 - c. A fine of \$25.00 shall be assessed against any Strata Lot Owner for each occasion in violation of any provision of these rules.
17. Vehicle Owners are liable for any damage which may occur during towing, and the fees associated with vehicle towing and storage.
18. Parking in any parking stall is limited to 1 vehicle (car, trailer, motorcycle, truck, scooter, etc) . Contravention of this rule may result in fines and/or towing of any extra vehicle parked in the space. **Approved by Council at November 26, 2018 Council Meeting.

Ratified Sept 16, 2019

GENERAL AND CLUBHOUSE

19. Commercial vehicles are not permitted to be parked on common property or limited common property without the prior written consent of the Council. This rule does not apply to trades performing contracted work for the Strata Corporation.
20. Charcoal barbeques are not permitted on patios, balconies or other common property
21. Loose flower pots are not to be placed on second story balcony railings
22. The Clubhouse is solely for the use of Owners, their Tenants and Guests. The facility may not be rented for commercial or business uses and there is a limit of 50 persons per function.
23. Rental reservations must be made one week in advance. The rental fee is \$25.00. In addition, a \$50.00 dollar cleaning/damage deposit is required, which will be returned after a satisfactory inspection by the facility convener. For functions normally held in a commercial hall, i.e. wedding receptions etc, the rental fee will be \$100.00 with a cleaning/damage deposit of \$100.00.

24. Hours of use are: 9:00AM – 11:00PM – Sunday to Thursday and 9:00AM – 12:00PM – Friday and Saturday
25. Exercise room and sauna are not included in the facility rental.
26. If paying by cheque, the cheque should be made payable to “The Owners, Strata Plan NW 2932”.
27. Payment will be acknowledged with a written receipt and the receipt will confirm your reservation.
28. There are to be no professional bartenders or liquor sales which require a liquor license.
29. As Host, you will be expected to take full responsibility for the facility and your guests.
30. As there is no smoking in the facility, you will be expected to inform your guests.
31. Visitor parking is limited. Please inform your guests that only off-site parking is permitted. No parking in the Guest parking, please and absolutely no vehicles permitted on the clubhouse patio area.
32. As a courtesy to the surrounding neighbours please keep the volume level as peaceful as possible.
33. A cleaning checklist will be provided by the facility convener.

THE HUNTINGTON STRATA PLAN - NW 2932

BYLAWS

Registered: AGM September 27, 2021

Registration #: CA9442271

SCHEDULE OF BYLAWS
The Owners, Strata Plan NW 2932 CA#9442271

These bylaws repeal and replace all previously filed bylaws except for the age, pet and rental bylaws which are hereby amended. The Schedule of Standard Bylaws in the *Strata Property Act* (the "Act") is disappplied.

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

Payment of strata fees

- 1 (1) An owner must pay strata fees on or before the first day of the month to which the strata fees relate. An owner must pay a special levy on the date or dates noted in the resolution authorizing the special levy. If an owner fails to pay strata fees or a special levy at the required time the strata corporation may charge interest at the rate of 10% per annum compounded annually
- (2) The owner of a strata lot for which a cheque or automatic debit does not clear will be charged the financial service charge.
- (3) If the strata corporation incurs legal or other costs in order to collect strata fees or special levies in relation to a strata lot, the owner of the strata a lot will be responsible to reimburse the strata corporation for the full amount of the costs incurred by the strata corporation.
- (4) Additional assessments, fines authorized by these bylaws, banking charges, filing costs, legal expenses, interest charges and any other expenses incurred by the strata corporation to enforce these bylaws, shall become part of the assessment of the owners and shall become due and payable on the first day of the next month following, except that any amount owing other than strata fees, special levies, reimbursement of the cost of work ordered by a public or local authority, or the strata lot's share of a judgment will be calculated as a separate component of such assessment and the strata corporation may not register a lien on behalf of such separate component.

Repair and maintenance of property by owner

- 2 (1) An owner must repair and maintain the owner's strata lot, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (2) An owner who has the use of limited common property must repair and maintain it, except for repair and maintenance that is the responsibility of the strata corporation under these bylaws.
- (3) Without limiting the generality of subsection (1), an owner must repair, maintain and replace at the end of its service life the hot water tank in their strata lot.

Use of property

- 3 (1) An owner, tenant, occupant or visitor must not use a strata lot, the common property or common assets in a way that:
 - (a) causes a nuisance or hazard to another person;
 - (b) causes unreasonable noise;
 - (c) unreasonably interferes with the rights of other persons to use and enjoy the common property, common assets or another strata lot;

- (d) is illegal, or contrary to any statute, ordinance, bylaw, regulation or order of any government or public authority; 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.

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

(3) A strata lot may be occupied by a maximum of three persons.

(4) An owner, tenant, occupant or visitor must not:

- (a) use the strata lot for any purpose which involves undue traffic or noise in or about the strata lot or common property between the hours of 10:30 p.m. and 7:00 a.m. or that encourages loitering by persons in or about the strata lot or common property;
- (b) make, cause or produce undue noise, smell, vibration or glare in or about any strata lot or common property or do anything which will interfere unreasonably with any other owners, tenant or occupant;
- (c) use any musical instrument, amplifier, sound reproduction equipment or other device within or about any strata lot, the common property or any limited common property, such that it causes a disturbance or interferes with the comfort of any other owners, tenant or occupant;
- (d) obstruct or use the sidewalks, walkways, passages and driveways of the common property for any purpose other than ingress or egress from the strata lots or parking areas within the common property of the strata plan;
- (e) do anything that will increase the risk of fire or the rate of insurance on the building or any part thereof;
- (f) allow a strata lot to become unsanitary or a source of odour;
- (g) feed pigeons, gulls or other birds, squirrels, rodents or other animals from a strata lot or anywhere on or in close proximity to the common property or any limited common property, but this shall not apply to a pet permitted to be kept in a strata lot pursuant to these bylaws and the rules made hereunder, which pet shall be fed only in a strata lot;
- (h) install any window coverings, visible from the exterior of his strata lot, which are not off- white or neutral in colour;
- (i) hang or display any laundry, washing, clothing, bedding or other articles from windows, patios or other parts of the building so that they are visible from the outside of the building;
- (j) use or install in or about a strata lot any shades, awnings, window guards or screens, ventilators, supplementary heating or air conditioning devices, except those installations approved in writing by the council;
- (k) erect on or fasten to the strata lot, the common property or any limited common property any television or radio antenna or similar structure or appurtenance thereto, except those installations approved in writing by the council;
- (l) place any signs, billboards, notices or other advertising matter of any kind on, or visible from, the exterior of a strata lot except For Sale signs which may only be located as directed by the council. This bylaw shall be interpreted in a manner consistent with elections legislation;

- (m) ride any mechanical device, except for mechanical devices used by disabled persons, on common property, including sidewalks, pathways, underground parking area, etc.; and
- (n) store or keep hazardous materials in or about the strata lot, underground parking area or common property.

(5) An owner, tenant or occupant may rent the Amenity Room at a user fee to be determined by the council and set out in the rules for the strata corporation.

(6) An owner, tenant or occupant must turn off the shut-off valves that supply water to the clothes washing machine whenever the strata lot is to be left unoccupied for more than 48 hours.

(7) The owner, tenant or occupant shall remove any materials other than ordinary household refuse and garbage from the strata plan property at his or her expense.

(8) Christmas lights shall be permitted between November 15th and January 31st only and shall not be attached to the vinyl siding or in a manner so as to damage the building's structure.

(9) Garage/lawn sales are not permitted, without prior written approval from council.

(10) Owners are responsible for mailbox locks and keys.

(11) An owner, tenant or occupant shall not grant a license to any person or use or permit the use of his strata lot under any of the following arrangements. Without limiting the generality of the foregoing, no owner, occupant or tenant will grant a license to any person to occupy a strata lot under the following arrangements:

- (a) pursuant to a house swap;
- (b) as a motel, hotel, inn, hostel, or bed and breakfast or other similar accommodations;
- (c) through any website designed for booking short term accommodations, including but not limited to www.Airbnb.com, www.vrbo.com and other similar websites; or
- (d) at a nightly or weekly rate.

Inform strata corporation

- 4 (1) Within 2 weeks of becoming an owner, an owner must inform the strata corporation of the owner's name, strata lot number and mailing address outside the strata plan, if any.
- (2) On request by the strata corporation, a resident must inform the strata corporation of his or her name.

Pets

- 5 (1) An owner, tenant or occupant must not keep any pets on a strata lot other than one or more of the following:
 - (a) a reasonable number of fish or other small aquarium animals;
 - (b) a reasonable number of small caged mammals;
 - (c) up to 2 caged birds; and
 - (d) two dogs OR 2 cats OR one dog and one cat; none of which may be higher than 18" at the shoulder when fully grown.

- (2) An owner must not keep exotic pets, including not exhaustively, snakes, reptiles, spiders or large members of the cat family.
- (3) An owner, tenant or occupant must keep dogs on a leash and under their control while on common property.
- (4) An owner of a pet shall not permit the pet(s) to defecate on the common property, and if any pet(s) does defecate on the common property, the owner shall immediately and completely remove all of the pet's waste from the common property and dispose of it in a waste container or by some other sanitary means.
- (5) An owner, tenant or occupant whose guest or invitee brings an animal or pet onto the common property shall ensure that the guest or invitee complies with all requirements of these bylaws as they relate to animals and shall perform all of the duties and obligations with respect to that animal or pet as set out in these bylaws.
- (6) No owner, tenant or occupant shall permit its pet to interfere with any other person, pet or object, or permit its pet to disturb any other owner, tenant or occupant with uncontrolled barking or howling.
- (7) The council may, from time to time on behalf of the strata corporation, enact such rules with respect to the keeping of pets as the council, acting reasonably, deems necessary or desirable, provided that, in the event of any conflict between these bylaws and any such rule, the provisions of these bylaws will prevail.
- (8) If the council receives a complaint about a pet the bylaw enforcement procedure will be followed in accordance with the provisions of the Act. After the owner has responded or a hearing held if requested, the council may take no action, fine the owner, require the person to pay the costs of remedying the contravention or order the immediate removal of the pet from the strata lot in which case the pet will be immediately removed. The owner of the pet will be advised about the outcome of the hearing in writing.

Age

- 6 (1) Every strata lot is reserved for the use of individuals 19 years of age and over. Individuals under the age of 19 years shall not reside in NW 2932.
- (2) An individual 19 years of age or older residing in a strata lot may have visitors who are under the age of 19 years of age stay in the strata lot for up to six months per visitor in any twelve month period. Visits longer than six months by individuals under the age of 19 years may be approved by the council, such approval not to be unreasonably withheld.
- (3) To determine compliance with this bylaw, the council is permitted to require that all occupants who are not a visitor as defined by subsection (2) of this bylaw, provide the strata corporation with proof of age. If all occupants other than a visitor do not provide proof of age, the owner is in breach of this bylaw which will entitle the strata corporation to take all enforcement action as permitted by section 135 of the Act.

Patios and Balconies

- 7 (1) An owner, tenant or occupant must not place any item on a patio or balcony except patio furniture, free standing/moveable barbeques, small storage containers, no larger than 3' high x 4' wide x 2' deep, for garden tools and potted plants or shrubs.

- (2) All furniture and planters must be maintained in a good, safe and tidy condition.
- (3) An owner, tenant or occupant must not affix any indoor-outdoor floor covering on a patio or balcony.
- (4) Balconies may not be enclosed.

Storage and Parking

- 8 (1) Any owner, tenant or occupant who leaves any item anywhere on or in the common property or on any limited common property does so at his own risk, subject to any claim that may properly be made under any insurance policy maintained by the strata corporation by anyone that is insured under that policy.
- (2) An owner, tenant, occupant and their visitors shall not park the following on the common property or the limited common property.
 - (a) an unlicensed or unserviceable motor vehicle or a vehicle without roadworthy insurance, including cars, trucks, trailers, boats and motorcycles, without the prior written consent of the council, which said approval may be granted subject to conditions;
 - (b) a motor home, recreational vehicle or a similar type of vehicle, without the prior approval of the council, which said approval may be granted subject to conditions; or
 - (c) a motor home, recreational vehicle or a similar type of vehicle, longer than 20' in length.
- (3) An owner, tenant, occupant or visitor shall not:
 - (a) use any parking space on the common property or on any limited common property, except the parking space which has been specifically assigned to his strata lot, a parking space leased by the owner or, when specifically agreed with another owner, the parking space assigned to the strata lot of that other owner;
 - (b) 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;
 - (c) park any vehicle on any roadway on the common property or on any limited common property;
 - (d) use any part of the common property for storage, without the written consent of the council;
 - (e) lease his or her parking space to person(s) other than a resident of the strata corporation; and
 - (f) exceed the 10 kph speed limit within the complex.
- (4) An owner, tenant or occupant must promptly and at its own expense clean up any oil or other substance, which spills or leaks onto the common property.
- (5) This bylaw does not prohibit parking for the following purposes:
 - (a) a construction or maintenance vehicle where the work is for the benefit and improvement of the strata corporation's lands: or
 - (b) a special needs vehicle utilized by a person with special needs who resides in the strata corporation

- (6) Towing Rights:
- (a) the council shall provide written notice of any violation of this bylaw to the owner or tenant (if known) and if the infraction is not corrected within twenty four (24) hours from the date of delivery of such notice, the council, in addition to any other rights which it may have, shall have the right to tow any vehicle which violates this bylaw;
 - (b) 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; and
 - (c) the owner, tenant or occupant who caused or permitted the infraction of these bylaws shall indemnify the strata corporation and save it harmless from and against all costs incurred by the strata corporation and save it harmless from and against all towing 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.

Rental Restrictions

- 9 (1) The number of strata which may be leased or rented by owners will be limited to a maximum of two (2) strata lots except for those rented pursuant to a successful appeal on the basis of hardship, those rented to family members, or those rented pursuant to section 143(2) of the Act. Strata lots not rented pursuant to this bylaw, to a family member, or pursuant to section 143(2) of the Act may only be occupied by the owner registered on the title to the strata lot, the owner's family and roommates of the owner.
- (2) Prior to offering the rental of a strata lot, the owner thereof shall make a written request to the council for permission to rent his strata lot. The council shall reply in writing within four weeks of receiving the request, stating whether or not two strata lots have been rented (excluding those where permission to rent the strata lot was granted under hardship, those rented to a family member or those rented pursuant to section 143(2) of the Act) and whether or not the owner can proceed to rent the strata lot in question.
- (3) The council shall keep a register of those strata lots rented and a waiting list of owners wishing to rent their strata lots. Requests to rent shall be honoured on a first come, first serve basis.
- (4) A strata lot owner must respond with their acceptance of the offer to rent or their refusal of the offer to rent, within 30 days of notification and if the owner chooses to accept the offer, the strata lot must be rented within an additional 30 days of permission being granted or the owner will lose his place on the waiting list.
- (5) If an owner who is permitted to rent wishes to defer renting the strata lot, the owner's name will be placed on the bottom of the waiting list. An owner who defers renting their strata lot on two occasions must wait for two years from the date of the second deferral before applying to rent the strata lot.
- (6) Owners who are permitted to rent their strata lot pursuant to subsection (2) may continue to rent the strata lot until the earlier of the date on which the owner occupies the strata lot, the strata lot is sold or the date the tenant for whom permission was obtained no longer resides in the strata lot.
- (7) Within two weeks after renting all or part of his or her strata lot, an owner must provide the strata corporation with a copy of the Form K – Notice of Tenant's Responsibilities signed by the tenant.

(8) Within two weeks of signing the lease, the owner must inform the Strata Corporation of the names and contact information of the tenants including their phone numbers, email addresses and emergency contact information as applicable and keep such information updated within two weeks of any change.

(9) All individuals occupying a strata lot pursuant to a rental must be named on and sign the lease. Where a lease is signed by more than one tenant, the departure of one of the tenants named on the lease does not terminate the permission to rent as provided in subsection (6) and the remaining tenants may continue to rent the strata lot.

(10) Notwithstanding the preceding paragraphs, an owner may apply in writing for an exemption on the grounds that this bylaw causes hardship to the owner. The application must be made and must provide the reason the owner considers that an exemption should be made and must also provide whether or not the owner requires a hearing.

(11) Where the council grants an exemption to an owner to rent his strata lot on the grounds of hardship, the council can specify the length of time that the exemption is granted for. When permission to rent is granted on the grounds of hardship, the owner must rent his strata lot within 60 days or the exemption is withdrawn.

(12) Where permission to rent pursuant to this bylaw has been automatically revoked, withdrawn, terminated or will expire, an owner may reapply to the council for permission to rent the strata lot and such application will be governed by the provisions of this bylaw and the Act and amendments thereto.

(13) Where an owner leases his strata lot in violation of the bylaw, the strata corporation shall levy against the owner a fine of \$500 every seven days during the period of the rental.

(14) For the purposes of this bylaw, the terms “lease”, “rent”, “rents” and “rental arrangement” shall include any and all forms of tenancy or licence relating to the occupancy of a strata lot.

(15) A strata lot rented in accordance with this bylaw cannot be subleased.

Security

- 10** (1) Only registered owners and residents are permitted to hold keys for exterior doors.
- (2) Owners will be held responsible for the cost of re-keying all common area doors locks, should all keys not be returned by their tenant and visitor.
- (3) No owner, tenant, occupant or visitor shall leave open, or unlocked any outside entrance or fire escape for the purpose of moving into or out of a strata lot or otherwise, unless they are in constant supervision of the entrance.
- (4) No owner, tenant, occupant or visitor shall let another person, including tradesmen or deliverymen, into the complex when entering or leaving, unless that person is known to them.
- (5) An owner, tenant or occupant must verify who is on the enterphone before admitting anyone into the building.
- (6) No owner, tenant, occupant or visitor is permitted in any part of the restricted common areas

of the strata corporation, such as the roof, electrical rooms, mechanical rooms and locked rooms other than their own; except with express permission of the council.

(7) Solicitation is not permitted anywhere in or about the property for any cause, except as required by the *Election Act* (Canada) and similar provincial registration.

(8) Garage door openers are not be left in owners' vehicles. Owners who do so will be responsible for the cost associated with changing the security code in the event of a theft of a door opener.

(9) An owner, tenant or occupant must not give entrance codes or other means of access to common areas to any person other than an employee, contractor, occupant or guest of the strata lot permitted by these bylaws.

Obtain approval before altering a strata lot

11 (1) An owner must obtain the written approval of the council 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) doors, windows or skylights (including the casings, frames and sills of such doors windows and skylights) on the exterior of a building or that front on the common property, including but not limited to adding security devices to the entrance door to a strata lot;
- (d) common property located within the boundaries of a strata lot; and
- (e) those parts of the strata lot which the strata corporation must insure under section 149 of the Act.

(2) The council must not unreasonably withhold its approval under subsection (1), but may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

(3) An owner, tenant or occupant must not do any act nor alter a strata lot in any manner which, in the opinion of the council will alter the exterior appearance of the building.

(4) An owner of a strata lot who has or installs hardwood floor surfaces or tile in a strata lot:

- (a) must take all reasonable steps to satisfy noise complaints from neighbours, including without limitation, ensuring that no less than 60% of such hard floor surfaces, excepting only kitchens, bathrooms and entry areas, are covered with area rugs or carpet and avoiding walking on such flooring with hard shoes;
- (b) must ensure all installations of laminate or hardwood flooring have sound deadening insulation underlay. The underlay to be used is "silent step" the STC rating must be >80 and the IIC rating must be >60. The closed self-foam must be 1/4" thick minimum. Proof of purchase and the STC and the IIC ratings for the above underlay materials must be submitted to the strata management company; and
- (c) must only install laminate or hardwood flooring between the hours of 8:00 a.m. and 8:00 p.m. any day of the week. The owner is responsible for the removal of all debris and previous flooring, immediately. No debris of any kind is to be left for the garbage company or recycling company to pick up.

(5) Should complaints arise due to excessive noise attributed to the amplification of daily living activities due to the installation after August 27, 2008 of unapproved laminate or hardwood

floors without appropriate sound deadening insulation (underlay), the council will require the owner, resident or tenant to remove the flooring and install the appropriate insulation (underlay) at their expense.

(6) If the council receives complaints of excessive noise attributable to the installation of a hard surface floor, the council may, in addition to other actions, require the owner to install area rugs in high traffic areas even though the appropriate underlay, as required by this bylaw, has been installed and even though the floor was installed prior to August 27, 2008.

Obtain approval before altering common property

12 (1) An owner must obtain the written approval of the council before making an alteration to common property, limited common property, including patios, balconies or hallways or common assets.

(2) The council may require as a condition of its approval that the owner agree, in writing, to take responsibility for any expenses relating to the alteration.

(3) Without limiting the generality of subsection (1), an owner may install rolldown vinyl sunscreens mounted to the inside of the front fascia board, only after receiving written approval from the council and entering into an Assumption of Liability Agreement.

(4) Notwithstanding subsections (1) and (3), an owner may:

(a) install a lattice panel behind a metal balcony railing subject to compliance with the following provisions:

- (i) prior to installation the owner must provide a completed and signed Assumption of Liability Agreement;
- (ii) the lattice panel is white plastic which is temporarily affixed within “zip ties” or “similar” attachment;
- (iii) the lattice panel must be portable and able to be removed;
- (iv) the lattice panel must be visibly similar to existing panels; and
- (v) the lattice panel must be kept in clean and serviceable condition.

(b) install lattice panel(s) to an existing in ground privacy fence subject to compliance with the following provisions:

- (i) prior to installation the owner must provide a completed and signed Assumption of Liability Agreement;
- (ii) the lattice panel(s) is white wood lathe panel which is a continuation of the existing privacy fence;
- (iii) the lattice panel(s) is properly and securely installed by a qualified tradesperson; and
- (iv) the lattice panel(s) must be kept in clean and serviceable condition.

Alterations to a strata lot or common property

13 (1) Owners who undertake alterations in accordance with these bylaws must:

- (a) ensure all alterations are carried out in accordance with the design approved by the council or its duly authorized representative; and
- (b) ensure that the standard of quality of work and materials of the alteration shall be no less than the existing structures.

(2) The owner will be responsible to obtain the applicable building permits prior to commencing the work, and obtaining such permits is a condition of the council’s approval.

(3) Owners who undertake alterations in accordance with these bylaws, and subsequent owners, are responsible for all costs relating to:

- (a) the maintenance and repair of the alterations;
- (b) the effects on all adjacent strata lots or common property; and
- (c) the effects of rain and weathering, staining, discoloration.

(4) The council may maintain, repair, or remove alterations to common property if in the opinion of the council:

- (a) the alterations are not maintained or repaired; or
- (b) the alterations are damaged.

All costs incurred in the maintenance, repair, and/or removal will be charged to the owner of the strata lot and are his responsibility.

(5) On the sale of a strata lot, owners must include all obligations and costs that may be applied relating to alterations in any agreement of sale. If the subsequent owner refuses to sign an agreement with the strata corporation, if required by the council, the alteration may be removed by the council and the cost of the removal will be charged to the new owner.

(6) An owner must ensure that the hours of work are restricted to 8 a.m. to 8 p.m. Monday through Sunday.

(7) An owner must not permit any construction debris, materials or packaging to be deposited in the strata corporation's disposal containers. The cost to remove said debris alone or resulting in an extra garbage pick up will be charged back to the strata lot owner.

(8) To remove an approved alteration or attachment, an owner must negotiate the terms of removal with the council.

(9) The council reserves the right to require, or have an owner provide, specified professional supervision or inspection, or both, of approved alterations. The council may include specified supervision or inspection as a requirement of approval.

(10) Any alteration to a strata lot or to common property that has not received the prior written approval of council must be removed at the owner's expense if the council orders that the alteration be removed. An owner who receives approval will be liable for all costs connected to the alteration, including the cost of repairing and maintaining the alteration and the cost of repairing and maintaining the common property or a strata lot if such repair is required as a result of the alteration. An owner who receives approval may be required by the council to sign an agreement taking responsibility for the expenses relating to the alteration.

Selling of strata lots

14 (1) An owner may only install a For Sale sign on the post provided by the council at the entrance to the complex.

(2) All For Sale signs must be no more than 10" x 24".

(3) An owner is permitted to hold an open house provided that the owner or owner's agent accompanies all prospective purchasers at all times while on the common property.

Permit entry to strata lot

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

- (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage; and
- (b) at a reasonable time, on 48 hours' written notice:
 - (i) to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation to repair and maintain under these bylaws or insure under section 149 of the Act; or
 - (ii) to ensure compliance with the Act or these bylaws.

(2) The notice referred to in subsection (1)(b) must include the date and approximate time of entry, and the reason for entry.

Indemnification and insurance deductible

16 (1) An owner shall indemnify and save harmless the strata corporation from the expense of any investigation, maintenance, repair, emergency costs or replacement rendered necessary to the common property, limited common property, common assets or a strata lot for which the owner, or any member of his or her family or tenant or their guests, servants, agents or invitees is responsible but only to the extent that such expense is not met by the proceeds of insurance carried by the strata corporation.

(2) An owner shall indemnify and save harmless the strata corporation from the expense of any investigation or emergency mitigation costs rendered necessary to the common property, limited common property, common assets or a strata lot if, at the conclusion of the investigation, it is determined that the cause of the problem is either a part of a strata lot that is the responsibility of an owner to repair, or arises as a result of an alteration to a strata lot or common property, including limited common property for which the owner is responsible to repair.

(3) In the event that loss or damage occurs to common property, limited common property, common assets or any strata lot that gives rise to a valid claim under the strata corporation's insurance policy, the owner shall reimburse the strata corporation for the deductible portion of the insurance claim if the owner or any member of his or her family or tenant or their guests, servants, agents or invitees is responsible for the loss or damage that gave rise to the claim.

(4) In the event that loss or damage occurs to any strata lot that does not give rise to a valid claim under the strata corporation's insurance policy, the owner shall reimburse the strata corporation for all investigation and emergency mitigation costs pertaining to items the owner is responsible for, within their strata lot.

(5) Where an owner, tenant, occupant or visitor does or permits anything to be done that is illegal or for any reason invalidates the strata corporation's insurance, the owner must indemnify and save harmless the strata corporation from the expense of any investigation or emergency mitigation costs, maintenance, repair or replacement of any damage to the common property, limited common property, common assets or strata lots.

(6) For the purpose of this bylaw, any costs for which a strata lot owner is responsible shall be considered as an expense chargeable to the owner and shall be added to and become a part of the assessment of that owner for the month next following the date on which the expense was incurred and shall become due and payable on the date of payment of the monthly assessment.

(7) An owner who fails to pay the cost of repair or remedying the loss or damage when due shall reimburse the strata corporation and save it harmless against any and all costs and expenses required to collect such reimbursement, whether by Court action or other means and including council member or management costs associated with lost time from employment, strata management costs and legal costs, comprised of legal fees, taxes, disbursements and other related expenses, as between a solicitor and his own client or on a full indemnity basis.

Division 2 – Powers and Duties of Strata Corporation

Repair and maintenance of property by strata corporation

- 17** The strata corporation must repair and maintain all of the following:
- (a) common assets of the strata corporation;
 - (b) common property that has not been designated as limited common property;
 - (c) limited common property, but the duty to repair and maintain it is restricted to:
 - (i) repair and maintenance that in the ordinary course of events occurs less often than once a year, and
 - (ii) the following, no matter how often the repair or maintenance ordinarily occurs:
 - (A) the structure of a building;
 - (B) the exterior of a building;
 - (C) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (D) doors, windows and skylights on the exterior of a building or that front on the common property; and
 - (E) fences, railings and similar structures that enclose patios, balconies and yards excluding balcony enclosures and sunscreens installed by owners;
 - (d) a strata lot in a strata plan that is not a bare land strata plan, but the duty to repair and maintain it is restricted to:
 - (i) the structure of a building,
 - (ii) the exterior of a building,
 - (iii) chimneys, stairs, balconies and other things attached to the exterior of a building;
 - (iv) doors, windows and skylights on the exterior of a building or that front on the common property, and
 - (v) fences, railings and similar structures that enclose patios, balconies and yards excluding balcony enclosures and sunscreens installed by owners.

Acquisition or disposition of personal property

- 18** The strata corporation may purchase, lease or otherwise acquire personal property for the use or benefit of the owners and may sell or otherwise dispose of such personal property for any amount approved in the annual budget for the strata corporation, but otherwise only if approved by a resolution passed by a 3/4 vote at an annual or special general meeting if the personal property has a market value of more than \$1,000.

Division 3 – Council

Council size and membership

- 19** (1) The council must have at least 3 and not more than 7 members.
- (2) An owner will not be entitled to be elected to council or continue to stand on council if the strata corporation is entitled to register a lien against that strata lot under section 116 of the Act.

Council members' terms

- 20** (1) The term of office of a council member ends at the end of the annual general meeting at which the new council is elected.
- (2) A person whose term as a council member is ending is eligible for reelection.

Removing council member

- 21** (1) The strata corporation may, by a resolution passed by a majority vote at an annual or special general meeting, remove one or more council members.
- (2) After removing a council member, the strata corporation must hold an election at the same annual or special general meeting to replace the council member for the remainder of the term.
- (3) A member of council is deemed to have resigned after missing three consecutive council meetings.

Replacing council member

- 22** (1) If a council member resigns or is unwilling or unable to act for a period of 3 or more months, the remaining members of the council may appoint a replacement council member for the remainder of the term.
- (2) A replacement council member may be appointed from any person eligible to sit on the council.
- (3) The council may appoint a council member under this section even if the absence of the member being replaced leaves the council without a quorum.
- (4) If all the members of the council resign or are unwilling or unable to act for a period of 3 or more months, persons holding at least 25% of the strata corporation's votes may hold a special general meeting to elect a new council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

Officers

- 23** (1) At the first meeting of the council held after the annual general meeting of the strata corporation, at which the council is elected, the council must elect, from among its members, a president, a vice president, a secretary and a treasurer.
- (2) A person may hold more than one office at a time, other than the offices of president and vice president.
- (3) The vice president has the powers and duties of the president:
- (a) while the president is absent or is unwilling or unable to act; or
 - (b) for the remainder of the president's term if the president ceases to hold office.
- (4) If an officer other than the president is unwilling or unable to act for a period of 3 or more months, the council members may appoint a replacement officer from among themselves for the remainder of the term.

Calling council meetings

- 24** (1) Any council member may call a council meeting by giving the other council members at least one week's notice of the meeting, specifying the reason for calling the meeting.

- (2) The notice does not have to be in writing.
- (3) A council meeting may be held on less than one week's notice if:
 - (a) all council members consent in advance of the meeting; or
 - (b) the meeting is required to deal with an emergency situation, and all council members either:
 - (i) consent in advance of the meeting, or
 - (ii) are unavailable to provide consent after reasonable attempts to contact them.

Quorum of council

- 25** (1) A quorum of the council is:
- (a) 1, if the council consists of one member;
 - (b) 2, if the council consists of 2, 3 or 4 members;
 - (c) 3, if the council consists of 5 or 6 members; and
 - (d) 4, if the council consists of 7 members.

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

Council meetings

- 26** (1) At the option of the council, council meetings may be held by electronic means, so long as all council members and other participants can communicate with each other.

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

(3) No person other than a member of the council and representatives of the contracted management company shall be entitled to attend a meeting of the council unless authorized by a resolution of the council. In the course of a meeting of council, any person or persons (other than members of the council) may be excluded from such meeting by a resolution of the council.

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

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

Voting at council meetings

- 27** (1) At council meetings, decisions must be made by a majority of council members present in person at the meeting.

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

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

Council to inform owners of minutes

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

Delegation of council's powers and duties

- 29** (1) Subject to subsections (2) to (4), the council may delegate some or all of its powers and duties to one or more council members or persons who are not members of the council, and may revoke the delegation.
- (2) The council may delegate its spending powers or duties, but only by a resolution that:
- (a) delegates the authority to make an expenditure of a specific amount for a specific purpose; or
 - (b) delegates the general authority to make expenditures in accordance with subsection (3).
- (3) A delegation of a general authority to make expenditures must:
- (a) set a maximum amount that may be spent; and
 - (b) indicate the purposes for which, or the conditions under which, the money may be spent.
- (4) The council may not delegate its powers to determine, based on the facts of a particular case,
- (a) whether a person has contravened a bylaw or rule;
 - (b) whether a person should be fined, and the amount of the fine;
 - (c) whether a person should be required to pay the reasonable costs of remedying a contravention of the bylaws or rule; or
 - (d) whether an owner should be exempted from a bylaw that prohibits or limits rentals.

Spending restrictions

- 30** (1) A person may not spend the strata corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (2) Despite subsection (1), a council member may spend the strata corporation's money to repair or replace common property or common assets if the repair or replacement is immediately required to ensure safety or prevent significant loss or damage.
- (3) Subject to subsection (4) below, if a proposed expenditure has not been approved in the budget or at an annual or special general meeting, the strata corporation may only make such expenditures out of the operating fund if the expenditure, together with all other expenditures, whether of the same type or not, that were made pursuant to this subsection (3) in the same fiscal year, is no more than \$2,000.
- (4) If the strata corporation makes an expenditure under subsection (3) above, the strata corporation must inform the owners as soon as feasible about the expenditure of more than \$500 on any single item.

Limitation on liability of council member

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

- (2) Subsection (1) does not affect a council member's liability, as an owner, for a judgment against the strata corporation.

Division 4 – Enforcement of Bylaws and Rules

Maximum fine

- 32** Unless otherwise provided for in the bylaws the strata corporation may fine an owner or tenant a maximum of:
- (a) \$200 for each contravention of a bylaw;
 - (b) \$50 for each contravention of a rule; and
 - (c) \$500 for each contravention of bylaw 9.

Continuing contravention

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

Division 5 – Annual and Special General Meetings

Quorum

- 34** (1) Quorum for an annual or special general meeting shall be the eligible voters holding 1/3 of the strata corporation's votes present in person or by proxy.
- (2) If at the time appointed for a general meeting, a quorum is not present, the meeting shall stand adjourned for a period of fifteen minutes whereupon:
- (a) a meeting held pursuant to section 43 is cancelled; and
 - (b) a meeting held other than pursuant to section 43 shall be reconvened at the same place and the persons present in person or by proxy and entitled to vote at any time during the meeting, shall constitute a quorum.

Person to chair meeting

- 35** (1) Annual and special general meetings must be chaired by the president of the council.
- (2) If the president of the council is unwilling or unable to act, the meeting must be chaired by the vice president of the council.
- (3) If neither the president nor the vice president of the council chairs the meeting, a chair must be elected by the eligible voters present in person or by proxy from among those persons who are present at the meeting.

Participation by other than eligible voters

- 36** (1) Tenants and occupants may attend annual and special general meetings, whether or not they are eligible to vote.
- (2) Persons who are not eligible to vote, including tenants and occupants, may participate in the discussion at the meeting, but only if permitted to do so by the chair of the meeting.
- (3) Persons who are not eligible to vote, including tenants and occupants, must leave the meeting if requested to do so by a resolution passed by a majority vote at the meeting.

Electronic Attendance and Voting

- 37 (1) Attendance by persons at an annual or special general meeting may be by telephone or other electronic means if such method permits all persons participating in the meeting to communicate with each other during the meeting.
- (2) Proxy holders who attend electronically are requested to submit the signed proxy to the strata corporation for certification, prior to the general meeting, as required by the council.
- (3) At an annual or special general meeting, voting cards must be issued to the eligible voters other than those attending electronically.
- (4) At an annual or special general meeting, a vote is decided in respect of:
- (a) those attending in person by:
 - (i) show of voting card;
 - (ii) ballot;
 - (iii) roll call, or some other method as decided by the chair.
 - (b) those attending electronically by:
 - (i) verbal communication; or
 - (ii) electronic “polling”, private “message/chat” or similar voting features incorporated into software/apps; or
- (5) If a precise count is requested, the chair must decide whether it will be by show of voting cards, by roll call, secret ballot or some other communication method, as appropriate for those attending electronically.
- (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.
- (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.
- (8) Despite anything in this section, an election of council or any other vote must be held by secret ballot, if the secret ballot is requested by an eligible voter, and ratified by a majority of the ownership present at the meeting. If ratified by a majority vote, those attending electronically may be required to verbally communicate their vote or electronically disclose their vote to a person identified by the chair.
- (9) The secret ballot vote shall be counted by at least two owners who may volunteer or who are appointed by the chair and who shall agree to maintain the confidentiality of the secret ballot. Votes exercised by those attending electronically will be disclosed and counted by the person appointed by the chair and who shall agree to maintain the confidentiality of the secret ballot.

- (10) An owner will not be entitled to vote at a general meeting except on matters requiring an 80% vote or unanimous vote if the Strata Corporation is entitled to register a lien against the strata lot under section 116 of the Act.

Order of business

- 38** (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 minutes from the last annual or special general meeting;
 - (f) 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;
 - (g) consideration of 3/4 vote resolution (if any);
 - (h) ratify any new rules made by the strata corporation under section 125 of the Act;
 - (i) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an annual general meeting;
 - (j) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an annual general meeting;
 - (k) elect a council, if the meeting is an annual general meeting;
 - (l) general discussion; and
 - (m) terminate the meeting.

Division 6 – Voluntary Dispute Resolution

Voluntary dispute resolution

- 39** (1) A dispute among owners, tenants, the strata corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if:
- (a) all the parties to the dispute consent; and
 - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (2) A dispute resolution committee consists of:
- (a) one owner or tenant of the strata corporation nominated by each of the disputing parties and one owner or tenant chosen to chair the committee by the persons nominated by the disputing parties; or
 - (b) any number of persons consented to, or chosen by a method that is consented to, by all the disputing parties.
- (3) The dispute resolution committee must attempt to help the disputing parties to voluntarily end the dispute.

Division 7 – Small Claims

Small claims actions

- 40** Pursuant to section 171 of the Act, the council, on behalf of the strata corporation, may commence a proceeding under the *Small Claims Act* against an owner or other person to collect money owing to the strata corporation without further authorization from the strata corporation. The council may commence the proceedings to collect 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. The council has full authority to negotiate a settlement or discontinue or dismiss the action.

Division 8 – Severability

Severability

41 (1) Should any portion of these bylaws be deemed unenforceable by any court of competent jurisdiction, then for the purposes of interpretation and enforcement of the bylaws, each paragraph, sub-paragraph or clause hereof shall be deemed a separate provision and severable, and the balance of the provisions contained herein shall remain in full force and effect.

(2) For the purposes of all bylaws, wherever the singular or masculine is used, it shall be construed as meaning the plural or feminine or body corporate where the context requires. The terms “resident” or “residents” refer to those individuals residing in the building, whether as owners, tenants or other occupants.