

# **SCHEDULE OF BYLAWS**

## **JANION – EPS3614**

**Approved March 22, 2022**

1. Contact

Document Fees: \$31.27

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File No. MAT9076 / JJH

2. Identification of Attached Strata Property Act Form or Other Supporting Document

Application Type

LTO Document Reference

**Form-I Amendment to Bylaws**

3. Description of Land

PID/Plan Number

Legal Description

**EPS3614**

**THE OWNERS, STRATA PLAN EPS3614**

**Electronic Signature**

Your electronic signature is a representation that you are a designate authorized to certify this application under section 168.4 of the *Land Title Act*, RSBC 1996, c.250, that you certify this application under section 168.43(3) and that the supporting document is in your possession.

**Johnathan Justin  
Hanson WBL869**

**Digitally signed by  
Johnathan Justin Hanson  
WBL869  
Date: 2023-08-23  
13:41:59 -07:00**

**Strata Property Act**

**FORM I**

**AMENDMENTS TO BYLAWS**

(Section 128)

The Owners, Strata Plan EPS3614 certify that the following or attached amendments to the bylaws of the strata corporation were approved by a resolution passed in accordance with Section 128 of the Strata Property Act at an Annual General Meeting held on March 22, 2022.

**Resolution:**

**BE IT RESOLVED, AS A ¾ VOTE RESOLUTION OF THE OWNERS OF STRATA PLAN EPS3614, THAT Strata Corporation amend its bylaws by adding section 40(1)-(3) to read as follows:**

**40. Anti-Harassment Bylaw**

1. Owners, occupants, tenants, council members and visitors must not harass other owners, occupants, tenants, visitors, council members, or the strata corporation's property manager, contractors, agents or employees.
2. For the purposes of subsection (1) "harass" or "harassment" is defined as:
  - a) making humiliating or offensive remarks on subjects including but not limited to: race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, or alleging criminal, or unethical behaviour to, or about, someone in writing or verbally;
  - b) threatening or intimidating someone;
  - c) interfering with a council member, property manager, agent, contractor or employee of the strata corporation, in the conduct of their duties;
  - d) repeatedly following or confronting someone in the common property or at their strata lot;
  - e) recording another owner, occupant or tenant without their consent;
  - f) sending an unreasonable amount of correspondence to the council or property manager;
  - g) making a serious of spurious vexatious, or frivolous complaints of bylaw violations against another owner, occupant, or tenant;
  - h) making an unreasonable number of demands of a council member, property manager, agent, contractor, other owners, occupants and tenants to provide information or to carry out actions;  
or
  - i) making unwelcome jokes, disparaging remarks, or comments about someone's race, national or ethnic origin, color, religion, age, sex, sexual orientation, marital status, family status, or disability.
3. If an owner, occupant or tenant harasses council members, the property manager, agent, contractor, other owners, occupants, and tenants, the Strata Council may:

- a) fine the owner, occupant, or tenant;
- b) restrict the owner's, occupant's or tenant's ability to request documents and submit correspondence to the Strata Council and property manager to a reasonable level;
- c) ban the owner, occupant, or tenant from attending or speaking at council meetings with the exceptions of hearings under Section 34.1 and 135 of the Strata Property Act;
- d) ban the owner, occupant, or tenant from speaking at general meetings.

**BE IT RESOLVED, AS A ¾ VOTE RESOLUTION OF THE OWNERS OF STRATA PLAN EPS3614, THAT the Strata Corporation amend its bylaws by adding section 39(1)-(18) to read as follows:**

### **39. Holding general meetings by electronic means**

#### **Permission to hold electronic meetings**

- (1) The Strata Corporation may hold an annual or special general meeting by electronic means or allow attendance at an annual or special general meeting by electronic means including: Skype, Zoom, Google Hangouts, GoToMeeting, Microsoft Team Meetings or some similar service, so long as council members, eligible voters and other participants can communicate with each other in real time.

#### **Notice of electronic meetings**

- (2) The Strata Corporation must specify which electronic means it intends to hold the annual or special general meeting by, in the notice of meeting.
- (3) The Strata Corporation must specify how voters may attend the annual or special general meeting in the notice of meeting.

#### **Attendance in person and by proxy**

- (4) Eligible voters may only attend an annual or special general meeting held by electronic means by proxy or in person in the manner or manners specified in the notice of meeting.
- (5) If an eligible voter attends an annual or special general meeting by electronic means in the manner specified in the notice of meeting, then such voter is deemed to be present in person.
- (6) Eligible voters who wish to attend an annual or special general meeting held by electronic means by proxy must deliver a copy of their proxy to the council at least 24 hours before the meeting's start.
- (7) Eligible voters attending an annual or special general meeting in person by electronic means acknowledge and accept that the risks associated with such attendance including but not limited to:
  - a) a loss of privacy;
  - b) connection and other technological problems;
  - c) an inability to participate in discussions; and
  - d) an inability to vote.
- (8) Eligible voters who attend an annual or special general meeting by electronic means are responsible for the manner or manners in which they attend and the Strata Corporation is not responsible for the quality or consistency of their connection or their inability to connect.

#### **Registration and quorum at electronic meetings**

- (9) Eligible voters must announce themselves, provide their name and strata lot number when joining

the annual or special general meeting held by electronic means.

(10) Eligible voters must provide proof of their identity satisfactory to the Council if requested to do so by the Council.

(11) Quorum will be determined by the number of eligible voters attending in person by the specified manner or manners or by proxy.

**Electronic Meeting Bylaws**

(12) The council will keep a register and tally of eligible voters attending in person and by proxy and update it as the meeting progresses.

(13) If an eligible voter loses their connection to the meeting:

- a) their vote will not be counted towards quorum for any period that they are absent from the meeting; and
- b) the meeting will continue in their absence unless their absence results in a loss of quorum.

**Voting at Electronic Meetings**

(14) Voting at an annual or special general meeting held by electronic means will be carried out by roll call or any other method specified in the notice of meeting.

(15) The council will:

- a) tally the votes cast for and against on each resolution and who cast them, and
- b) announce the result of each vote.

(16) Eligible voters who attend an annual or special general meeting by electronic means waive their right to:

- a) demand a secret ballot be held; and
- b) secrecy or anonymity of the voter's vote.

**Conflict of bylaws**

(17) Subject to subsection (18), all other bylaws pertaining to the calling and holding of annual or special general meeting continue to apply.

(18) Where a conflict exists between a section or subsection of this bylaw and any other bylaw, the provisions of this bylaw take precedence over the other bylaw.

A revised set of bylaws, incorporating these amendments, is attached.

Signature of Council Member

*Ryan Sawatzky*

Signature of Second Council Member

*Eden Yelland*

Date:

*Aug 23 / 23*

# SCHEDULE OF BYLAWS – JANION “EPS3614”

## 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.
- (2) The Strata Corporation or a Section may charge interest at the rate of TEN (10%) PER CENT per annum, compounded annually, on all late strata fees and special levies. Such interest shall be deemed to be part of unpaid strata fees and special levies for the purposes of Section 116 of the Strata Property Act.
- (3) The Strata Corporation or a Section may charge an owner the greater of the amount charged to it by its financial institution in relation to a dishonored payment by that owner or \$50.00 for any dishonored cheque or declined electronic funds transfer issued by that owner.

### 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. If an owner fails, after reasonable notice provided by the strata corporation to such an owner, to maintain and repair such limited common property as required, the strata corporation may undertake such maintenance or effect such repairs, as applicable at the sole cost of the owner. Notwithstanding the foregoing, the strata corporation shall be responsible for the maintenance and/or repair of any parking stall designated as limited common property.
- (3) An owner must only permit licensed and qualified plumbers, electricians and other trades approved by the strata council to carry out electrical, plumbing, and other work in a strata lot.
- (4) An owner must ensure that any maintenance or alteration in a strata lot to the building security system or the fire sprinkler system will be carried out by the company retained by the strata corporation to maintain the security and/or fire system.

### Use of Property

- 3 (1) An owner, tenant or occupant of a residential strata lot or any of their visitors, customers, clients or guests must not:
  - (a) use a residential strata lot, the common property, any limited common property designated for residential strata lots or any other common assets for any purpose which is illegal, injurious to the reputation of the building, causes a hazard to any other person, is contrary to the uses permitted under applicable zoning bylaws and regulations and registered covenants or other changes, or which is contrary

to the purpose for which the residential strata lot, the common property or the limited common property designated for residential strata lots are intended to be used as shown expressly or by necessary implication on or by the strata plan;

- (b) make undue noise in or about, or use or permit the use of a residential strata lot, common property or limited common property designated for residential strata lots in a manner which would create undue noise, emit odours or create a nuisance, or which would disrupt the owner, tenant or occupant of any of the residential strata lots, or any of their visitors, or any owners of commercial strata lots or their visitors, customers or clients provided that the foregoing shall not be construed as limiting or restricting the use of a strata lot within the Commercial Section in any manner;
- (c) keep any animals or pets (collectively, a "Pet") in or about a residential strata lot or the limited common property designated for residential strata lots other than one or more of the following:
  - (i) a reasonable number (as determined by the executive of the Residential Section from time to time) of fish or other small aquarium animals;
  - (ii) a reasonable number (as determined by the executive of the Residential Section from time to time) of small caged animals;
  - (iii) up to 2 caged birds; or
  - (iv) two dogs, or two cats, or one dog and one cat;
- (d) undertake any act to unduly attract animals, birds or wildlife to a residential strata lot or limited common property, or permit any Pet on the common property, limited common property or on land which is a common asset unless such Pet is leashed and accompanied by an adult person and it will be the responsibility of an owner, tenant, occupant, and visitor to immediately clean up after such owners Pet on any common property or land which is a common asset or any sidewalk or landscaping within or surrounding the common property as applicable, as well as to repair, at such owner's sole cost, any common property or common asset which is damaged, destroyed or soiled by the owner's Pet. If the strata corporation is required to undertake any clean up or repairs as described above on behalf of the owner, the owner shall be responsible to pay for the cost of such clean up or repairs;
- (e) alter, supplement or remove any window coverings originally installed in a residential strata lot except, if necessary due to damage or wear, to replace them with substantially similar window coverings in the same colour and style;
- (f) place on the balcony or deck of a residential strata lot or adjacent limited common property designated for residential strata lots bicycles, motorcycles, boxes, machinery, equipment, or in any way use such balcony as a storage area;
- (g) hang or drape on the balcony or patio of any residential strata lot or adjacent limited common property designated for residential strata lots laundry, clothing,

rugs, towels, curtains or wall hangings or place awnings over such areas, without the express consent of the executive of the Residential Section;

- (h) install, erect or permit any antennae, satellite dishes or other or reception devices on a residential strata lot or on adjoining limited common property designated for residential strata lots without the express consent of the executive of the Residential Section;
- (i) enclose (partially or fully), modify or add to the balcony or deck of a residential strata lot, and without limitation, not to install or place plastic, glass or other material on the balcony to block wind or sun, or for any other purpose;
- (j) erect, place, keep or display signs, billboards, advertising matter or any other notice or display of any kind in or about a residential strata lot or on any limited common property designated for residential strata lots except in accordance with such rules and regulations as the strata council may set or with the express consent of the executive of the Residential Section, (other than "for sale" signs which may be placed in an area of the common property designated by the strata council from time to time), limited common property or in any strata lot in any manner which may be visible from the outside of the strata lot, provided that the name of any owner, tenant or occupant will be included in the index for the enterphone system, and provided further however that the commercial strata lots may erect signage designated for their purposes as limited common property on the strata plan and further may erect signage on their strata lots that may be required for their purposes;
- (k) use or allow to be used any barbecues or similar cooking devices in or about any strata lot, any balconies, decks, terraces or patios, any limited common property or the common property of the strata corporation, except those installed by the owner developer or the strata corporation;
- (l) use or allow the strata lot, the common property and the limited common property to be used in any manner which is contrary to the rules of the strata corporation from time to time;
- (m) deposit household refuse or garbage on or about the common property or limited common property except in places designated by the strata council from time to time, and any materials other than ordinary household refuse and garbage, shall be disposed of either by or at the expense of the owner;
- (n) paint or otherwise cover any exterior doors to a residential strata lot or change the type of floor surface within a residential strata lot from that originally installed without the express consent of the executive of the Residential Section;
- (o) dispose of any cigarettes, cigarette butts or other garbage or refuse from the balcony or deck of a residential strata lot or from adjoining limited common property designated for residential strata lots;
- (p) use or permit a residential strata lot to be used for a purpose that is contrary to the development permit for the strata lots;



- (q) use or permit limited common property designated for the benefit of a residential strata lot to be used for a purpose for which it was not intended as reflected in the strata plan or as may be determined by the strata council; and
  - (r) move or permit to be moved furniture or furnishings in or out of the building except in accordance with the rules passed by the strata council from time to time, and under no circumstances will any owner, tenant or occupant of a strata lot use, or permit to be used, the lobby of the building for moving of furniture or furnishings, except during the hours, and on such conditions and subject to such fees as may be imposed by the strata council from time to time.
- (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. An owner shall indemnify and save harmless the strata corporation from the expense, including insurance deductibles, of any maintenance, repair or replacement rendered necessary to the common property or to any strata lot resulting from an owner's willful act or negligence or that of any tenant or occupant of a strata lot or any visitors, customers, clients, employees or contractors of an owner, tenant or occupant.
- (3) No vicious dogs are permitted in any strata lot or on any portion of the limited common property or common property. For purposes of this bylaw, a vicious dog means any of the following:
- (a) any dog that has killed or injured any person or another animal; or
  - (b) any dog that aggressively harasses or pursues another person or animal while running at large; or
  - (c) any dog primarily owned or in part for the purpose of dog fighting or is trained for dog fighting.
- (4) The strata council may:
- (a) compel an owner, tenant or occupant of a strata lot to remove its Pet from its strata lot or any other strata lot in the development due to unreasonable noise or disturbance, on 30 days written notice, and
  - (b) designate on-leash and off-leash areas of the common property for Pets.
- (5) Residential elevators shall be used for passenger service only and, for certainty, shall not be used by the owners of the strata lots in the Commercial Section in any circumstances for transporting, loading and unloading commercial products.
- (6) Commercial strata lots may be used in any manner which is consistent with applicable municipal bylaws and zoning restrictions.

#### **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 tenant must inform the Strata Corporation of his or her name.

**Obtain approval before altering a Strata Lot**

- 5 (1) An Owner of a residential strata lot must obtain the written approval of the strata corporation before making an alternation to a residential 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) those parts of the Strata Lot which the Strata Corporation must insure under section 149 of the Act.
- (2) Notwithstanding the foregoing, and without limiting the strata corporation's right to withhold its approval for alterations to the strata lot or the common property, an owner wishing to conduct structural alterations or renovations to a strata lot must provide to the strata corporation, in connection with its application for approval, an engineering report which satisfies the strata corporation that any drilling into a concrete slab will not impair the structural integrity of the slab, and that no work will interfere with the embedded cables, power or mechanical systems.
- (3) This section does not apply to a Strata Lot in a bare land Strata Plan.

**Obtain approval before altering common property**

- 6 (1) An owner of a commercial or residential strata lot must obtain the written approval of the strata corporation before making an alteration to common property, including limited common property or common assets.
- (2) The Strata Corporation may require as a condition of its approval that the Owner agree, in writing, to take responsibility for any expenses relating to the alteration.

**Permit entry to Strata Lot**

- 7 (1) An Owner, tenant, occupant or visitor must allow a person authorized by the Strata Corporation to enter the Strata Lot
  - (a) in an emergency, without notice, to ensure safety or prevent significant loss or damage, and
  - (b) at a reasonable time, on 48 hours' written notice, to inspect, repair or maintain common property, common assets and any portions of a strata lot that are the responsibility of the strata corporation or a strata section to repair and maintain under these bylaws or to insure under Section 149 of the Act; for purposes of

clarity, the rights granted to the strata corporation or a strata corporation section under this bylaw shall include the right to use any balconies, decks or patios that have been designated as limited common property as a staging area for window washers and window washing equipment or for landscapers or greenery maintenance staff or to otherwise use such limited common property as may be necessary to properly operate all window washing equipment or landscaping equipment as the case may be.

- (c) to carry out annual fire safety inspections.
- (2) The notice referred to in subsection (1) (b) must include the date and approximate time of entry, and the reason for entry.
- (3) The strata corporation and each section must ensure that all work or repairs carried out on its behalf will be completed in a workmanlike manner and that any damage to the strata lot is made good and that the strata lot is left clean and free from debris at the conclusion of such work or repairs each day.

#### **Separate Sections**

- 7A.** (1) The owners of the commercial strata lots, being the 6 strata lots numbered 1 to 6 (the “commercial strata lots”), shall form a separate section (the “Commercial Section”) within the Strata Corporation consisting of the non-residential strata lots in the strata plan;
- (2) The owners of the residential strata lots, being the 113 strata lots numbered 7 to 119 (the “residential strata lots”), shall form a separate section (the “Residential Section”) within the strata corporation consisting of the residential strata lots in the strata plan.
- (3) The owners of residential strata lots shall not be entitled to restrict the use or enjoyment of the commercial strata lots by imposing any restrictions upon such use whatsoever. The owners of commercial strata lots shall be permitted to carry on any activity permitted by law in any manner and during any hours of operation permitted by law without restriction from the owners of residential strata lots or the Residential Section.
- (4) The owners of commercial strata lots shall be entitled to make any improvements to their strata lots and any limited common property designated for their exclusive use without requiring any approvals from the owners of residential strata lots or the Residential Section and the owners of residential strata lots shall be entitled to make any improvements to their strata lots and any limited common property designated for their exclusive use without requiring any approvals from the owners of commercial strata lots or the Commercial Section.

#### **Expenses of Sections**

- 7B.** (1) The strata lot owners’ contribution to the common expenses of the strata corporation shall be levied in accordance with this Bylaw.
- (2) Except as otherwise provided herein, expenses that are not attributable exclusively to the commercial strata lots or exclusively to the residential strata lots shall be borne by the owners of all strata lots in the proportion that the unit entitlement of each such strata lot bears to the aggregate of the unit entitlement of all strata lots.

- (3) Except as otherwise provided herein, expenses attributable exclusively to or reasonably allocable to the commercial strata lots including, but not so as to restrict the generality of the foregoing, the cost of utilities such as hot water, electricity, heating and the cost of insurance, and the cost of any necessary maintenance, repairs and replacements to common areas used primarily by the occupiers of the commercial strata lots including areas designated as limited common property for the commercial strata lots and systems comprising HVAC for the commercial strata lots (but excluding pipes, wires, cables, chutes and ducts within such limited common property areas which are used by or for the benefit of all strata lots), shall be borne by the owners of the commercial strata lots in the proportion that the unit entitlement of each such strata lot bears to the aggregate of the unit entitlement of all commercial strata lots.
- (4) Except as otherwise provided herein, expenses attributable exclusively to or reasonably allocable to the residential strata lots including, but not limited to, the costs of utilities such as hot water, electricity, heating and the cost of insurance and the cost of any necessary maintenance, repair and replacements to common areas used primarily by occupiers of the residential strata lots including areas designated as limited common property for the residential strata lots and including the parking areas and bicycle storage areas (but excluding pipes, wires, cables, chutes and ducts within such limited common property areas which are used by or for the benefit at all strata lots), all costs of operation, repair, maintenance and replacement of the elevators, including without limitation, electrical consumption, maintenance, repair and supervision of these areas and of repair, maintenance, purchase or replacement of equipment and furnishings in these areas, shall be borne by the owners of the residential strata lots in the proportion that the unit entitlement of each such strata lot bears to the aggregate of the unit entitlement of all residential strata lots.
- (5) If the cost of insurance for the strata corporation is increased by reason of the business or activities of the owner or occupier of any particular strata lot, the amount of the increase in cost so attributable to such strata lot shall be borne solely by the owners of that strata lot and shall be excluded from the amount chargeable to all other owners.

**Payment and collection of section fees**

- 7C.**
- (1) The executive of each section will prepare an annual budget of section expenses which is to be included as part of the annual budget prepared by the strata corporation for approval at annual general meetings. The strata fees payable by the owners in each section will include the fees owing to the strata corporation and the fees owing to the owner's separate section.
  - (2) Upon receipt each month of strata fees from the owners, the strata corporation will deposit into separate accounts that portion of such fees which is applicable to the operating fund of the strata corporation, the contingency reserve fund of the strata corporation, the operating fund of each section and the contingency reserve fund of each section.
  - (3) Only authorised signatories for a particular section will be entitled to withdraw funds from the operating fund and the contingency reserve fund for that section.

- (4) Special levies approved by a section will be payable by the owners in such section to the strata corporation, which will deposit such special levy into the operating fund or the contingency reserve fund of such section, as requested by such section.
- (5) At the request of a section, the strata corporation will register a lien against an owner's strata lot if the owner's section fees have not been paid to the strata corporation as part of such owner's strata fees or if a special levy approved by a section has not been paid by such owner.

**Payment of strata fees**

- 7D.** (1) An owner must pay strata fees to the strata corporation on or before the first day of the month to which the strata fees relate. The strata fees will be made up of the fees owing to the strata corporation and the fees owing to the section of which the owner's strata lot is a part as set out in the approved budget.

**Division 2 – Powers and Duties of Strata Corporation**

**Repair and maintenance of property by Strata Corporation**

Except to the extent such matters are the responsibility of a separate section pursuant to Bylaw 8A.

- 8** 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;
      - (E) fences, railings and similar structures that enclose patios, balconies and yards;
  - (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.

**Powers and Duties of Sections**

- 8A. (1) The strata corporation retains its powers and duties in matters of common interest to all the owners.
- (2) Each separate section of the strata corporation shall:
- (a) control, manage and administer the limited common property appurtenant to the separate section or to strata lots within the separate section and other assets of the separate section of the strata corporation for the benefit of all members of the separate section;
  - (b) keep in a state of good and serviceable repair and properly maintain the fixtures and fittings, including the elevators, and other apparatus and equipment used in connection with the limited common property appurtenant to the separate section and other assets of the separate section;
  - (c) maintain all areas of limited common property appurtenant to the separate section or to strata lots within the separate section, both internal and external, including lawns, common gardens, common parking and storage areas, public halls and lobbies;
  - (d) maintain and repair (including replacement where reasonably necessary) pipes, wires, cables, chutes and ducts for the time being existing in the strata lots within the separate section or the limited common property appurtenant to the separate section or to strata lots within the separate section and used exclusively for that section;
  - (e) collect and receive all contributions towards the expenses common to the separate section paid by the owner and deposit the same with a savings institution; and
  - (f) pay all sums of money properly required to be paid on account of all services, or supplies and assessments pertaining to, or for the benefit of, the separate section.
- (3) A separate section of the strata corporation may:
- (a) purchase, hire or otherwise acquire personal property for use by the owners in the separate section in connection with their enjoyment of the limited common property appurtenant to the separate section or to strata lots within the separate section or other assets of the separate section;
  - (b) make such rules and regulations as it may consider necessary or desirable from time to time in relation to the enjoyment safety and cleanliness of the limited

common property appurtenant to the separate section or to strata lots within the separate section, or other assets of the separate section;

- (c) do all things necessary for the enforcement of the rules and regulations of the separate section, and for the control, management and administration of the limited common property appurtenant to the separate section or to strata lots within the separate section, or other assets of the separate section, generally, including removing privileges in use of certain facilities or fixing and collecting fines for contravention of the rules or regulations;
- (d) make an agreement with any occupier or tenant of a portion of the strata lot within the separate section for the provision of amenities or services by it to that portion of the strata lot;
- (e) grant to an occupier or tenant of a portion of a strata lot within the separate section the right to exclusive use and enjoyment of limited common property appurtenant to the separate section or special privileges in respect thereof, such a grant to be determinable on reasonable notice, unless the separate section by unanimous resolution otherwise resolves;
- (f) elect an executive, from the owners or occupants of that section, which will have the same powers and duties with respect to the section, as the strata corporation's council shall have with respect to the strata corporation, and each executive members shall resign and a new executive be elected by and from the owners or occupants of that section. Resigning members may stand for reelection at the end of each term;
- (g) budget and require owners of each section to pay strata fees for expenditures the executive of the section authorizes;
- (h) establish a separate trust account for the section into which all the strata fees and special levies of the owners of that section will be paid;
- (i) open separate accounts for the operating and contingency reserve funds of the section, such accounts to be administered by each executive;
- (j) with respect to its section, hire and/or dismiss contractors, enter into contracts and authorize payments;
- (k) operate independently of each other section. At no time shall one section's contractual commitments or obligations be binding on the other sections. Debts, liabilities (including legal liabilities) and other commitments incurred by each section or executive of each section shall only be debts and liabilities (including legal liabilities) or commitments of that section. No section shall be obligations to pay any debts, liabilities (including legal liabilities) or commitments of other sections or the executives of other section;
- (l) use the strata corporation's name to sue or arbitrate with respect to any matter relating to a strata lot within that specific section, against an owner, tenant or occupant in the specific section, provided always that all costs incurred in taking

such proceedings, including legal and court costs, shall be paid by the section suing or arbitrating and that the strata corporation, and the owners of the other sections, shall have no liability for such costs; and

- (m) enforce bylaws and rules relating to that section.
- (4) Any resolutions passed by the strata corporation or the executive of a separate section shall clearly state the particular strata lot or common property or limited common property to which such resolution applies and resolutions made by the executive of a separate section shall apply only to the strata lots within, and limited common property appurtenant to, that separate section or to strata lots within that separate section.

### **Division 3 – Council**

#### **Council size**

- 9 (1) Subject to subsection (2), the Council must have at least 3 and not more than 7 members.
- (2) If the Strata Plan has fewer than 4 Strata Lots or the Strata Corporation has fewer than 4 Owners, all the Owners are on the Council.
- (3) At least one member of the council shall be elected from and among the owners of strata lots in each separate section.
- (4) The powers and duties of a separate section shall, subject to any restriction imposed or any direction given at a general meeting of the separate section be exercised and performed by the executive of the separate section, and the members of the separate section may pursuant to these Bylaws elect an executive, call and hold meetings and pass resolutions in the same manner as the strata corporation.
- (5) Each section must elect an executive for that section and the section executive has the same powers and duties with respect to the section as the strata corporation's council has with respect to the strata corporation.
- (6) The executive of the Commercial Section shall be elected by and from and amongst the owners within that separate section, shall consist of not less than one (1) or more than two (2) members, shall have a chair and a vice-chair and shall conduct the affairs in the same manner as the strata council is required to conduct its affairs pursuant to these Bylaws. The executive of the Residential Section shall be elected by and from and amongst the owners within that separate section, shall consist of not more than seven (7) or less than three (3) members, shall have a chair and a vice-chair and shall conduct the affairs in the same manner as the strata council is required to conduct its affairs pursuant to these Bylaws.

For greater certainty, common expenses that relate to and benefit only some or all of the commercial strata lots or residential strata lots or limited common property which is enjoyed only by strata lots in one of those sections will be allocated to only those applicable strata lots or that section and shared amongst those applicable strata lots or that section in proportion to their relative unit entitlement figures.



### **Council members' terms**

- 10** (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 Council member is ending is eligible for re-election.

### **Removing Council member**

- 11** (1) Unless all the Owners are on the Council, 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.

### **Replacing Council member**

- 12** (1) If a Council member resigns or is unwilling or unable to act for a period of 2 or more months, the remaining members of the Council may appoint a replacement Council member for the 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 Council resign or are unwilling or unable to act for a period of 2 or more months, persons holding at least 25% of the Strata Corporation's votes may hold a special general meeting to elect a new Council by complying with the provisions of the Act, the regulations and the bylaws respecting the calling and holding of meetings.

### **Officers**

- 13** (1) At the first meeting of the Council held after each annual General meeting of the Strata Corporation, the Council must elect, from among its members, a president, 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 2 or more months, the Council members may appoint a replacement officer from among themselves for the remainder of the term.

### **Calling Council meetings**

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

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

#### **Requisition of Council hearing**

- 15**
- (1) By application in writing, stating the reason for the request, an Owner or tenant may request a hearing at a Council meeting.
  - (2) If a hearing is requested under subsection (1), the Council must hold a meeting to hear the applicant within one month of the request.
  - (3) If the purpose of the hearing is to seek a decision of the Council, the Council must give the applicant a written decision within one week of the hearing.

#### **Quorum of Council**

- 16**
- (1) A quorum of the council is
    - (a) 1, if the Council consists of one member,
    - (b) 2, if the Council consists of 2, 3 or 4 members,
    - (c) 3, if the Council consists of 5 or 6 members, and
    - (d) 4, if the Council consists of 7 members.
  - (2) Council members must be present in person at the council meeting to be counted in establishing quorum.

#### **Council meetings**

- 17**
- (1) At the option of the Council, Council meetings may be held by electronic means, so long as all Council members and other participants can communicate with each other.
  - (2) If a Council meeting is held by electronic means, Council members are deemed to be present in person.
  - (3) Owners may attend council meetings as observers.
  - (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;

- (c) any other matters if the presence of observers would, in the Council's opinion, unreasonably interfere with an individual's privacy.
- (5) Whether council members attend council meetings in person or by electronic means, council members cannot appoint proxies or personal representatives to act on their behalf at such council meetings.

#### **Voting at Council meetings**

- 18** (1) At Council meetings, decisions must be made by a majority of council members present in person at the meeting.
- (2) Unless there are only 2 Strata Lots in the Strata Plan, if there is a tie vote at a Council meeting, the president may break the tie by casting a second, deciding vote.
- (3) The results of all votes at a Council meeting must be recorded in the Council meeting minutes.

#### **Council to inform Owners of minutes**

- 19** 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.
- 19A.** The executive of each separate section shall keep, in one location, or in the possession of one person and shall make available on request to an owner within the separate section or a person authorized by him:
  - (a) a copy of any special or unanimous resolutions passed by the separate section;
  - (b) copies of all the legal agreements to which the separate section is a party, including management contracts, deeds, agreements for sale, leases, licenses, easements or rights-of-way;
  - (c) minutes of all general meetings of the separate section; and
  - (d) minutes of all meetings of the executive of the separate section.

#### **Delegation of Council's powers and duties**

- 20** (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 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, or
  - (c) whether a person should be denied access to a recreational facility.

#### **Spending restrictions**

- 21** (1) A person may not spend the Strata Corporation's money unless the person has been delegated the power to do so in accordance with these bylaws.
- (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) Notwithstanding Section 98(2) of the Act, the maximum expenditure which may be made pursuant to Section 98 of the Act is "\$2,500, or 5% of the total contribution to the operating fund for the current year, whichever is less.

#### **Limitation on liability of council member**

- 22** (1) A Council member who acts honestly and in good faith is not personally liable because of anything done or omitted in the exercise or intended exercise of any power or the performance or intended performance of any duty of the Council.
- (2) Subsection (1) does not affect a Council member's liability, as an Owner, for a judgement against the Strata Corporation.

### **Division 4 – Enforcement of Bylaws and Rules**

#### **Bylaws and Enforcement Options**

- 23** (1) Pursuant to section 135 of the Strata Property Act, the Council and Section Executives must abide by the following procedure when dealing with alleged bylaw and rule violations:
  - (a) if the alleged offender is a council or section executive member, that member must excuse himself or herself from the complaint process, unless all strata lot owners are on the strata council;
  - (b) the council or section executive must then give the alleged offender written notice of the complaint;
  - (c) if the alleged offender is a tenant, the council or section executive must also give the owner written notice of the complaint;
  - (d) if the council or section executive decides to proceed with enforcement, the notice of complaint must give the alleged offender a reasonable opportunity to respond to the complaint, including an opportunity to respond at a hearing, if requested;

- (e) once the alleged offender has answered or been given a reasonable opportunity to answer the complaint, the council or section executive must decide whether a bylaw or rule has been breached by the alleged offender;
  - (f) if the council or section executive decides that a bylaw or rule has been breached, it must give written notice of its decision to:
    - (i) the offender or alleged offender; and
    - (ii) the owner, if the offender or alleged offender is a tenant.
- (2) The Strata Corporation, or a Section, may, after complying with the provisions of subsection (1) of the Strata Property Act:
- (a) fine an owner a maximum of:
    - (i) up to TWO HUNDRED DOLLARS (\$200), at the discretion of the Council, for each contravention of a bylaw; and
    - (ii) up to FIFTY DOLLARS (\$50), at the discretion of the Council, for each contravention of a rule.
  - (b) do what is reasonably necessary to remedy a contravention of its bylaws or rules, including:
    - (i) entering into and doing work on or to a strata lot, the common property or common assets, and,
    - (ii) removing objects from the common property or common assets.
  - (c) charge the reasonable costs of remedying the contravention to the person who may be fined for the contravention under section 130;
  - (d) 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, impose a fine seven (7) days;
  - (e) may commence and prosecute small claims actions for the recovery of any monies owing to the Strata Corporation without the necessity of having the same approved by a THREE-QUARTER (3/4) vote.
  - (f) may commence and prosecute a forced sale action against any owner who is in arrears of strata fees or special levies, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the Strata Property Act expend funds from the contingency reserve fund on the legal fees and disbursements up to \$7,500 per case, to conduct the proceedings.
  - (g) may make a request under section 4 of the Civil Resolution Tribunal Act asking the civil resolution tribunal to resolve a dispute concerning any strata property matter over which the civil resolution tribunal has jurisdiction, without the necessity of having the same approved by a THREE-QUARTER (3/4) vote, and may pursuant to section 96 of the Strata Property Act expend funds from the contingency reserve fund on the legal fees and disbursements up to \$5,000 per case, to conduct the proceedings.

### **Full Indemnity For Enforcement Costs**

- 24** (1) Should the Strata Corporation or a Section:
- (a) seek legal advice, use a lawyer to send demand letters, or undertake any legal action or arbitration with respect to a breach by an owner, tenant or occupant of any strata lot of the Strata Property Act, the Strata Property Regulations, the bylaws or rules or any amendments thereto, then the owner of the strata lot shall be responsible for and shall pay all of its legal costs incurred on a solicitor and own client basis; or
  - (b) undertake work to remove an item or items from the common property, or undertake work on the common property or a strata lot to remedy a breach by an owner, tenant or occupant of any strata lot of the Strata Property Act, the Strata Property Regulations, the bylaws or rules or any amendments thereto, then the owner of the strata lot shall be responsible for and shall pay all the reasonable costs of remedying the contravention.
- (2) Subject to the discretion of the council or section executive, any legal costs or expenses so incurred by the Strata Corporation or Section arising out of an owner's breach of the bylaws or the Strata Property Act may be charged to that owner and shall be added to and become part of the assessment of that owner for the month next following the date on which the legal costs or expenses are incurred, but not necessarily paid by the Strata Corporation or Section, and shall become due and payable on the date of payment of the monthly assessment.

### **Division 5 – Annual and Special General Meetings**

#### **Person to chair meeting**

- 25** (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**

- 26** (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.

#### **Voting**

- 27** (1) At an annual or Special General meeting, voting cards must be issued to eligible voters.

- (2) 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.
- (3) If a precise count is requested, the chair must decide whether it will be by show of voting cards or by roll call, secret ballot or some other method.
- (4) 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.
- (5) 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.
- (6) If there are only 2 Strata Lots in the Strata Plan, subsection (5) does not apply.
- (7) 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.

#### **Order of business**

**28** 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, provided that, if within 15 minutes from the time appointed for an annual or special general meeting a quorum is not present, the eligible voters present in person or by proxy constitute a quorum;
- (c) elect a person to chair the meeting, if necessary;
- (d) present to the meeting proof of notice of meeting or waiver of notice;
- (e) approve the agenda;
- (f) approve minutes from the last Annual or Special General meeting;
- (g) deal with unfinished business;
- (h) receive reports of council activities and decisions since the previous Annual General meeting, including reports of committees, if the meeting is an Annual General meeting;
- (i) ratify any new rules made by the Strata Corporation under section 125 of the Act;
- (j) report on insurance coverage in accordance with section 154 of the Act, if the meeting is an Annual General meeting;
- (k) approve the budget for the coming year in accordance with section 103 of the Act, if the meeting is an Annual General meeting;
- (l) deal with new business, including any matters about which notice has been given under section 45 of the Act;
- (m) elect a Council, if the meeting is an Annual General meeting;
- (n) terminate the meeting.

## **Division 6 – Voluntary Dispute Resolution**

### **Voluntary dispute resolution**

- 29** (1) A dispute among Owners, tenants, the Strata Corporation or any combination of them may be referred to a dispute resolution committee by a party to the dispute if
- (a) all the parties to the dispute consent, and
  - (b) the dispute involves the Act, the regulations, the bylaws or the rules.
- (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 – Marketing Activities by Owner Developer**

### **Display lot**

- 30** (1) An owner developer who has any unsold strata lots may carry on sales functions on the common property that relate to the sale of such strata lots, including without limitation, the right to post signs on the common property and limited common property in relation thereto. For purposes of clarity, this Bylaw shall supersede Bylaw 3 and in the event of any inconsistency between this Bylaw 30 (1) and Bylaw 3, this Bylaw 30 (1) shall take precedence.
- (2) Following the deposit of the strata plan for the strata corporation in the Land Title Office, the owner developer may continue to carry out for such period as the owner developer determines to be necessary or desirable in connection with the marketing of strata lots within the strata corporation, marketing and sales activities within the common property, including any strata lots owned or leased by the owner developer, including maintaining display suites, a promotion centre within the common property, other display areas, landscaping, parking areas and signage. The owner developer also reserves the right to place signage in and around any unsold strata lots and the common property for the duration of the marketing program. The owner developer will act reasonably in exercising such rights and will use reasonable efforts to minimize any interference with the use or enjoyment of the common property by the strata lot owners.

### **Bylaw Restrictions**

- 31** Neither the Strata Corporation nor a section will pass or act on any bylaw or rule which:
- (1) Would have the effect of prohibiting, preventing or impairing any owner, tenant or occupant of any commercial strata lot or limited common property designated by the



Commercial Section from fully utilizing that strata lot or limited common property for commercial purposes in accordance with the applicable zoning bylaws and rules and regulations of the City of Victoria in effect from time to time or charges registered against the title to the applicable strata lot;

- (2) Restrict the hours of operation of any business carried on within any commercial strata lot or any limited common property designated to the Commercial Section or to any commercial strata lot;
- (3) Restrict access by the owner, tenant or occupant of a strata lot, or any guest, employee, customer, agent or invitee of an owner, tenant or occupant, to or from that strata lot across common property or limited common property designated for the section of which the strata lot is a part, unless such bylaw or rule also applies to the owners, tenants and occupants, and their respective guests, employees, customers, agents and invitees of owners, tenants and occupants, of all strata lots in the strata corporation or the section, as the case may be; or
- (4) Prohibit, prevent or impair the ability of an owner, tenant or occupant of any commercial strata lot from leasing, subleasing, granting a license, entering into any lease, sublease, or license arrangement with respect to the use of any commercial strata lot or any limited common property designated to such strata lot.

#### **The Janion Car Share Parking Stall**

**32** Parking Stall# \_\_\_\_\_ (to be inserted at the time the strata plan is filed) has been designated as Limited Common Property for the exclusive benefit of the owners of Strata Lots 7 to 119, which comprise the Residential Section (the “Car Share Parking Stall”). In order to facilitate and enable the owners of Strata Lots 7 to 119 to create and operate either their own car share cooperative or participate in a joint venture car share cooperative (in either case, the “Car Share Co-op”), the Car Share Parking Stall shall be used solely to park the vehicle(s) used by Car Share Co-op by those owners of Strata Lots 7 to 119 who participate in the Car Share Co-op from time to time.

#### **Miscellaneous**

**33** (1)-(3) *Repealed 200511*

- (4) The strata corporation or a section may establish rules regarding move-ins and move-outs.

#### **Smoking Restrictions**

- 34** (1) “Smoking” or “smoke” means releasing into the air, gases, particles, or vapors as a result of combustion, electrical ignition or vaporization of a substance including but not limited to: tobacco, cannabis, heroin, crack, narcotics, e-juice, and vape juice, when the apparent or usual purpose of the combustion, electrical ignition or vaporization is human inhalation of the by-products.
- (2) For the purposes of these bylaws, “cannabis” means the cannabis sativa, cannabis indica, and cannabis ruderalis plants or any similar member of the cannabaceae family, and any products derived therefrom.
  - (3) Owners, tenants, occupants, and visitors must not smoke in, or on any of the following areas:

- (a) on any part of the exterior common property that is within 7 meters (23 feet) of a door, window or air intake;
  - (b) interior common property;
  - (c) patios, and balconies; or
  - (d) inside the habitable portion of the strata lots.
- (4) Notwithstanding subsection (3)(d) of this bylaw an owner, tenant, or occupant may apply to the Strata Corporation for a human rights based exemption to this bylaw to permit them to smoke for medicinal reasons inside the habitable portion of their strata lot but not in the areas specified in subsections (3)(a), (3)(b), and (3)(c) (“Medically Exempt Smoker”).
- (5) The Strata Council may only grant a human rights based exemption permitting an owner, occupant or tenant to smoke tobacco or cannabis for medicinal purposes if the applicant provides the Strata Corporation with a written medical opinion from a qualified medical professional licensed to practice medicine in British Columbia that:
- (a) describes the applicant’s medical condition; and
  - (b) smoking tobacco or cannabis is necessary for the treatment of that medical condition; and
  - (c) in the case of cannabis, the applicant cannot or should not ingest cannabis by a means other than smoking due to the nature of the Applicant’s medical condition.
- (6) Medically Exempt Smokers must:
- (a) make reasonable efforts to prevent second-hand smoke from infiltrating the interior common property, or other strata lots;
  - (b) not cause a hazard or nuisance; and
  - (c) not allow smoking debris to unreasonably interfere with the use and enjoyment of the common property, limited common property, or another strata lot.
- (7) If the Council receives complaints of second hand smoke infiltrating other strata lots or the interior common property it must investigate the complaint.
- (8) If after investigating the complaint, the Council determines that smoke from a Medically Exempt Smoker is infiltrating another strata lot, or the interior common property, or causing a nuisance or a hazard to another person, then the Council may, after fulfilling the procedural requirements of section 135 of the Strata Property Act:
- (a) fine the Medically Exempt Smoker,
  - (b) make the Medically Exempt Smoker carry out remedial work to their strata lot to prevent the escape of second hand smoke, or
  - (c) revoke the Medically Exempt Smoker’s right to smoke in their strata lot on 30 days written notice.

- (9) All persons, including but not limited to owners, tenants, occupants and visitors must comply with this bylaw.
- (10) Owners and tenants must ensure that this bylaw is not violated by their visitors or anyone else they let into the building.

### **35. Prohibition Against Growing, and Sale of Cannabis and Controlled Substances**

- (1) Owners, occupants, tenants, and visitors may not:
  - (a) grow, store, or cultivate cannabis plants in or on a strata lot, or the common property;
  - (b) process, keep or store or any “controlled substance” as that term is defined in the Controlled Drugs and Substances Act, in or on a strata lot, or the common property; or
  - (c) barter, trade, or sell cannabis or any derivative thereof, or any “controlled substance” in or from a strata lot, or the common property.
- (2) In the event that the Strata Corporation receives a written complaint regarding an alleged contravention of subsection (1), the Strata Corporation, in addition to any other right of entry it has under these bylaws, may enter into a strata lot on 24 hour’s written notice to carry out an inspection of that strata lot to determine if a contravention of subsection (1) has occurred.
- (3) An owner shall indemnify and save harmless the Strata Corporation from any direct or indirect expenses, including but not limited to legal costs, incurred by the Strata Corporation for maintenance, repair or replacement rendered necessary to the common property or to any strata lot (including the owner’s strata lot) as a result of damage arising from growing, keeping or storing cannabis, or producing or manufacturing “controlled substances” within an owner’s strata lot or on the common property, but only to the extent that such expense is not reimbursed from 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, pursuant to section 158(2) of the Strata Property Act.

### **Security, Access Monitoring and Video Surveillance**

- 36**
- (1) Owners, tenants, occupants and employees of the strata corporation must ensure when entering and exiting the building that all locked entranceways are securely closed after use.
  - (2) The strata corporation is authorized to install and operate an electronic card access system (“Key Fob”) and a closed-circuit television camera system (“CCTV”) solely for purposes of the safety and security of owners, tenants and occupants of the strata corporation and the protection of personal and common property, which other measures have failed to address.
  - (3) The strata corporation shall be responsible to maintain the computerized records for the Key Fob and CCTV systems in secure locations to prevent unauthorized access to the

records and to protect the personal information collected by the Key Fob and CCTV systems.

- (4) The privacy officer shall be responsible to address all requests for access to the records of the Key Fob and CCTV systems in accordance with the provisions of the *Personal Information and Privacy Act ("PIPA")*.

#### **Key Fob System**

- (5) Key Fobs are utilized to access the common areas of the strata corporation and are required for the safety and security of the owners, tenants and occupants.
- (6) The strata council may change the location of Key Fobs, or add additional Key Fob receiver locations on one month's written notice to the owners through the minutes of the strata council meetings.
- (7) The Key Fob system:
  - (a) records activity (the opening of doors) in the card access system's controller internal memory buffer; and
  - (b) temporarily stores information in the system that can be queried, read and viewed via the card access system management software.
- (8) Key Fobs control access through the following doors:
  - (a) Main Lobby Front and Rear.
  - (b) Store Street Entry.
  - (c) Parking Garage
  - (d) Gym Entry
  - (e) Beach Entry and Exterior Gates.
  - (f) Elevator Access
  - (g) Storage Lockers
  - (h) Main Floor Hall
- (9) The computer containing the records of the Key Fob system shall be password protected and stored in a secure location in the *Strata Corporation's Communications Room*.
- (10) The Key Fob records shall only be accessed in the event of a breach of safety or security and access to the electronic records shall be restricted to council members.
- (11) Owners and tenants are responsible for all Key Fobs and shall notify the council or the executive immediately if a Key Fob is lost or stolen.

#### **The CCTV System**

- (12) The CCTV camera system is a video surveillance system with cameras that operate 24 hours a day and 7 days a week.
- (13) There are currently 7 CCTV cameras in operation, one in each of the following common areas of the strata corporation:

- (a) Pandora Main Entrance which views the Pandora Main Entry.
  - (b) Rooftop Kitchen which views the Rooftop Patio and Kitchen.
  - (c) 2 Parking Garage which views the Parking ramp and Garage.
  - (d) Kayak Room which views the Kayak Room and Gates.
  - (e) Store Street Lobby which views the Store Street Lobby.
  - (f) Store Street Basement Corridor which views the Store Street Basement Corridor.
- (14) The owners authorize the strata corporation to install additional CCTV cameras as the council in its discretion, in consultation with the security provider, considers necessary to meet the objectives of safety and security of the strata corporation and its residents.
- (15) The strata corporation must install signs at every entrance warning that the area is monitored by video surveillance, and no cameras are positioned so as to record areas beyond the strata corporation property or to capture images peripherally or directly through the windows of the strata corporation or adjacent buildings.
- (16) Recordings from the CCTV cameras shall be temporarily stored on a DVR hard drive, in a secure location within the strata corporation.
- (17) The recordings from the CCTV cameras will be stored for no longer than 3 month(s).
- (18) The CCTV records shall only be accessed in the event of a breach of safety or security.
- (19) The CCTV records must not be accessed for bylaw enforcement.
- (20) 2 council members must be present at all times during to view the CCTV recordings and the appointed privacy officer.

**Damage, Insurance, and Risk Allocation**

- 38** (1) The Strata Corporation shall obtain an independent appraisal of the property from a qualified appraiser every three years for the purposes of determining full replacement value pursuant to section 149(4)(a) of the Strata Property Act.
- (2) For purposes of section 149(4)(b) of the Strata Property Act, the Strata Corporation shall obtain adequate insurance on an annual basis to cover other perils, including:
- (a) earthquake insurance; and,
  - (b) Officers and Directors' Liability Insurance for a minimum amount of \$2,000,000.00.
- (3) An Owner, tenant, occupant or visitor must not:
- (a) do anything that will increase the risk of fire or the rate of insurance on the buildings or any part thereof; and
  - (b) 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.

- (4) An owner shall reimburse the Strata Corporation maintenance, repair or replacement costs plus any losses or damages to an owner's strata lot, another strata lot, the common property, the limited common property or the contents of same, if:
- (a) that 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:
    - (i) that owner; or,
    - (ii) any member of the owner's family; or,
    - (iii) the owner's pet(s); or,
    - (iv) the owner's guests, employees, contractors, agents, tenants, volunteers, or their pets,

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.

- (5) For clarity, and in addition to the above, an owner must reimburse the Strata Corporation for any emergency response and cleanup costs incurred by the Strata Corporation if the owner was responsible for the incident, loss or damage that the Strata Corporation responded to.
- (6) For greater certainty, an owner is responsible even if that owner is not negligent and such responsibility shall be construed as a strict liability standard for purposes of payment of the insurance deductible pursuant to section 158(2) of the Act.
- (7) 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 located in or fixture which forms a part of the owner's strata lot including, but not limited to the following:
    - (i) dishwasher;
    - (ii) refrigerator with ice/water dispensing capabilities;
    - (iii) garburator;
    - (iv) hot water tank;
    - (v) washing machine;
    - (vi) toilet, sink, bathtub and/or shower;
    - (vii) air conditioner;
    - (viii) fish tank;
    - (ix) fireplace;
    - (x) plumbing pipes, fixtures and hoses located wholly within the strata lot, and which service only that strata lot; or,
    - (xi) any other similar type of appliance, equipment or fixture.

- (b) 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; and,
  - (c) any damage to property that an owner is required to repair or maintain.
- (8) An owner shall indemnify and save harmless the Strata Corporation from any cost or expense for repair, maintenance or replacement to the strata lot, common property or limited common property, including legal costs as between a solicitor and his own client, that the owner is responsible for, but only to the extent that such expense or cost is not reimbursed from the proceeds received by operation of any insurance policy. In such circumstances, any insurance deductible paid or payable shall be considered an expense not covered by the proceeds received by the Strata Corporation as insurance coverage and for purposes of this bylaw will be charged to the owner.
- (9) For purposes of this bylaw, the lesser of the amount of the damages or the insurance deductible plus any uninsured repair costs, emergency response costs, and related legal costs may be charged to the owner and will become due and payable as part of that owner's monthly assessment on the first of the month following the date on which the expense was incurred.
- (10) Owners must obtain and maintain an insurance policy to cover:
- (a) the losses described in section 161 of the Act;
  - (b) the deductible portion of the insurance claim against the Strata Corporation's insurance policy if that owner is responsible for the loss or damage that gave rise to the claim;
  - (c) any alterations or improvements to their strata lots;
  - (d) any betterments or changes to the buildings or fixtures built by the developer; and
  - (e) losses from water escape and rupture.
- (11) In the case of uninsured loss or damage, or loss or damage from a peril that is insured but which falls below the relevant insurance deductible on the Strata Corporation's insurance policy, the Strata Corporation shall not be liable to an owner, tenant, occupant or visitor for any loss, damage or expense caused by:
- (a) any failure, or defect of the common property, or any part of a strata lot that the Strata Corporation must repair and maintain, unless such loss, damage or expense shall have resulted from the act or neglect of the Strata Corporation, or
  - (b) an overflow or leaking of water, breaking or bursting of any pipes or plumbing fixtures, or in any other manner whatsoever, unless such loss, damage or expense shall have resulted from the act or neglect of the Strata Corporation

### **39 Holding general meetings by electronic means**

#### **Permission to hold electronic meetings**

- (1) The Strata Corporation may hold an annual or special general meeting by electronic means or allow attendance at an annual or special general meeting by electronic means including: Skype, Zoom, Google Hangouts, GoToMeeting, Microsoft Team Meetings or

some similar service, so long as council members, eligible voters and other participants can communicate with each other in real time.

#### **Notice of electronic meetings**

- (2) The Strata Corporation must specify which electronic means it intends to hold the annual or special general meeting by, in the notice of meeting.
- (3) The Strata Corporation must specify how voters may attend the annual or special general meeting in the notice of meeting.

#### **Attendance in person and by proxy**

- (4) Eligible voters may only attend an annual or special general meeting held by electronic means by proxy or in person in the manner or manners specified in the notice of meeting.
- (5) If an eligible voter attends an annual or special general meeting by electronic means in the manner specified in the notice of meeting, then such voter is deemed to be present in person.
- (6) Eligible voters who wish to attend an annual or special general meeting held by electronic means by proxy must deliver a copy of their proxy to the council at least 24 hours before the meeting's start.
- (7) Eligible voters attending an annual or special general meeting in person by electronic means acknowledge and accept that the risks associated with such attendance including but not limited to:
  - a) a loss of privacy;
  - b) connection and other technological problems;
  - c) an inability to participate in discussions; and
  - d) an inability to vote.
- (8) Eligible voters who attend an annual or special general meeting by electronic means are responsible for the manner or manners in which they attend and the Strata Corporation is not responsible for the quality or consistency of their connection or their inability to connect.

#### **Registration and quorum at electronic meetings**

- (9) Eligible voters must announce themselves, provide their name and strata lot number when joining the annual or special general meeting held by electronic means.
- (10) Eligible voters must provide proof of their identity satisfactory to the Council if requested to do so by the Council.
- (11) Quorum will be determined by the number of eligible voters attending in person by the specified manner or manners or by proxy.



### **Electronic Meeting Bylaws**

- (12) The council will keep a register and tally of eligible voters attending in person and by proxy and update it as the meeting progresses.
- (13) If an eligible voter loses their connection to the meeting:
  - a) their vote will not be counted towards quorum for any period that they are absent from the meeting; and
  - b) the meeting will continue in their absence unless their absence results in a loss of quorum.

### **Voting at Electronic Meetings**

- (14) Voting at an annual or special general meeting held by electronic means will be carried out by roll call or any other method specified in the notice of meeting.
- (15) The council will:
  - a) tally the votes cast for and against on each resolution and who cast them, and
  - b) announce the result of each vote.
- (16) Eligible voters who attend an annual or special general meeting by electronic means waive their right to:
  - a) demand a secret ballot be held; and
  - b) secrecy or anonymity of the voter's vote.

### **Conflict of bylaws**

- (17) Subject to subsection (18), all other bylaws pertaining to the calling and holding of annual or special general meeting continue to apply.
- (18) Where a conflict exists between a section or subsection of this bylaw and any other bylaw, the provisions of this bylaw take precedence over the other bylaw.

### **Anti-Harassment Bylaw**

- 40** (1) Owners, occupants, tenants, council members and visitors must not harass other owners, occupants, tenants, visitors, council members, or the strata corporation's property manager, contractors, agents or employees.
- (2) For the purposes of subsection (1) "harass" or "harassment" is defined as:
  - a) making humiliating or offensive remarks on subjects including but not limited to: race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, or alleging criminal, or unethical behaviour to, or about, someone in writing or verbally;
  - b) threatening or intimidating someone;
  - c) interfering with a council member, property manager, agent, contractor or employee of the strata corporation, in the conduct of their duties;

- d) repeatedly following or confronting someone in the common property or at their strata lot;
  - e) recording another owner, occupant or tenant without their consent;
  - f) sending an unreasonable amount of correspondence to the council or property manager;
  - g) making a serious or spurious vexatious, or frivolous complaints of bylaw violations against another owner, occupant, or tenant;
  - h) making an unreasonable number of demands of a council member, property manager, agent, contractor, other owners, occupants and tenants to provide information or to carry out actions; or
  - i) making unwelcome jokes, disparaging remarks, or comments about someone's race, national or ethnic origin, color, religion, age, sex, sexual orientation, marital status, family status, or disability.
- (3) If an owner, occupant or tenant harasses council members, the property manager, agent, contractor, other owners, occupants, and tenants, the Strata Council may:
- a) fine the owner, occupant, or tenant;
  - b) restrict the owner's, occupant's or tenant's ability to request documents and submit correspondence to the Strata Council and property manager to a reasonable level;
  - c) ban the owner, occupant, or tenant from attending or speaking at council meetings with the exceptions of hearings under Section 34.1 and 135 of the Strata Property Act;
  - d) ban the owner, occupant, or tenant from speaking at general meetings.